

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 Williamson County., Tennessee, on or before 02/13/2026 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 Saint Thomas West Hospital, a/an Hospital owned by Saint Thomas Health with an ownership type of Corporation (Not-for-Profit) and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a freestanding emergency department (FSED) in Fairview, Williamson County. The FSED will consist of approximately 11,250 square feet with 10 exam rooms, including 1 trauma room, imaging services, lab and associated support space. The address of the project will be 1866 Fairview Blvd, Fairview, Williamson County, Tennessee, 37062. The estimated project cost will be \$20,702,000.

The anticipated date of filing the application is 02/27/2026

The contact person for this project is Ms. Darcy Schaeffer who may be reached at Research and Planning Consultants - 6300 La Calma Drive, Suite 170, Austin, Texas, 78752 – Contact No. 512-371-8011.

Darcy Schaeffer

02/13/2026

dschaeffer@rpccconsulting.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 .

HF 51 (Revised 6/1/2023)

RDA 1651



**State of Tennessee
Health Facilities Commission**

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Phone: 615-741-2364

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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 Saint Thomas West Hospital, a/an Hospital owned by Saint Thomas Health with an ownership type of Corporation (Not-for-Profit) and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a freestanding emergency department (FSED) in Fairview, Williamson County. The FSED will consist of approximately 11,250 square feet with 10 exam rooms, including 1 trauma room, imaging services, lab and associated support space. The address of the project will be 1866 Fairview Blvd, Fairview, Williamson County, Tennessee, 37062. The estimated project cost will be \$20,702,000.

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CRITERIA AND

STANDARDS

Attachment 1N Revised

Freestanding Emergency Department (FSED) Standards and Criteria

Note: To address all standards and criteria and provide HFC staff with all required tables, this document follows the Certificate of Need (CON) Criteria and Standards for Freestanding Emergency Departments (FSED) Guide (“FSED Guide”).¹

¹ FSED Guide, <https://www.tn.gov/content/dam/tn/hfc/documents/Freestanding-Emergency-Dept-Application-Guide.pdf>.

Directions

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

Health Services Development Agency (HSDA)

<https://www.tn.gov/hsda/hsda-criteria-and-standards.html>

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

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

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

TDH, Health Statistics

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

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

Application Guide

1. Determination of Need in the Proposed Service Area

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

A. Geographic Isolation

Check the Box that Applies:



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



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

Data:

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

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

Emergency Department	Distance in Miles to the Center of the Following Counties/ZIP Codes:	County 1	County 2	Zip Code 1	Zip Code 2	Zip Code 3	Zip Code 4	Distance in miles to the Proposed FSED Site

Applicant to provide**Data Source:**

Licensure facility search, Joint Annual Reports (JAR), MapQuest, Other GPS searching

<https://apps.health.tn.gov/facilityListings/>

<https://apps.health.tn.gov/PublicJARS/Default.aspx>

RESPONSE:**The Proposed Project**

The proposed FSED will be located at 1866 Fairview Blvd, Fairview, TN 37062. The site is centrally located within the City of Fairview in northwest Williamson County, part of the Nashville-Davidson-Murfreesboro Metropolitan Statistical Area. Strategically located on State Route 100 (SR-100), a major highway linking Fairview and Nashville to the northeast, the site will enhance accessibility for patients from the surrounding area. The FSED will have ten exam rooms, including one trauma room. The FSED will also have imaging and laboratory services and all required support spaces.

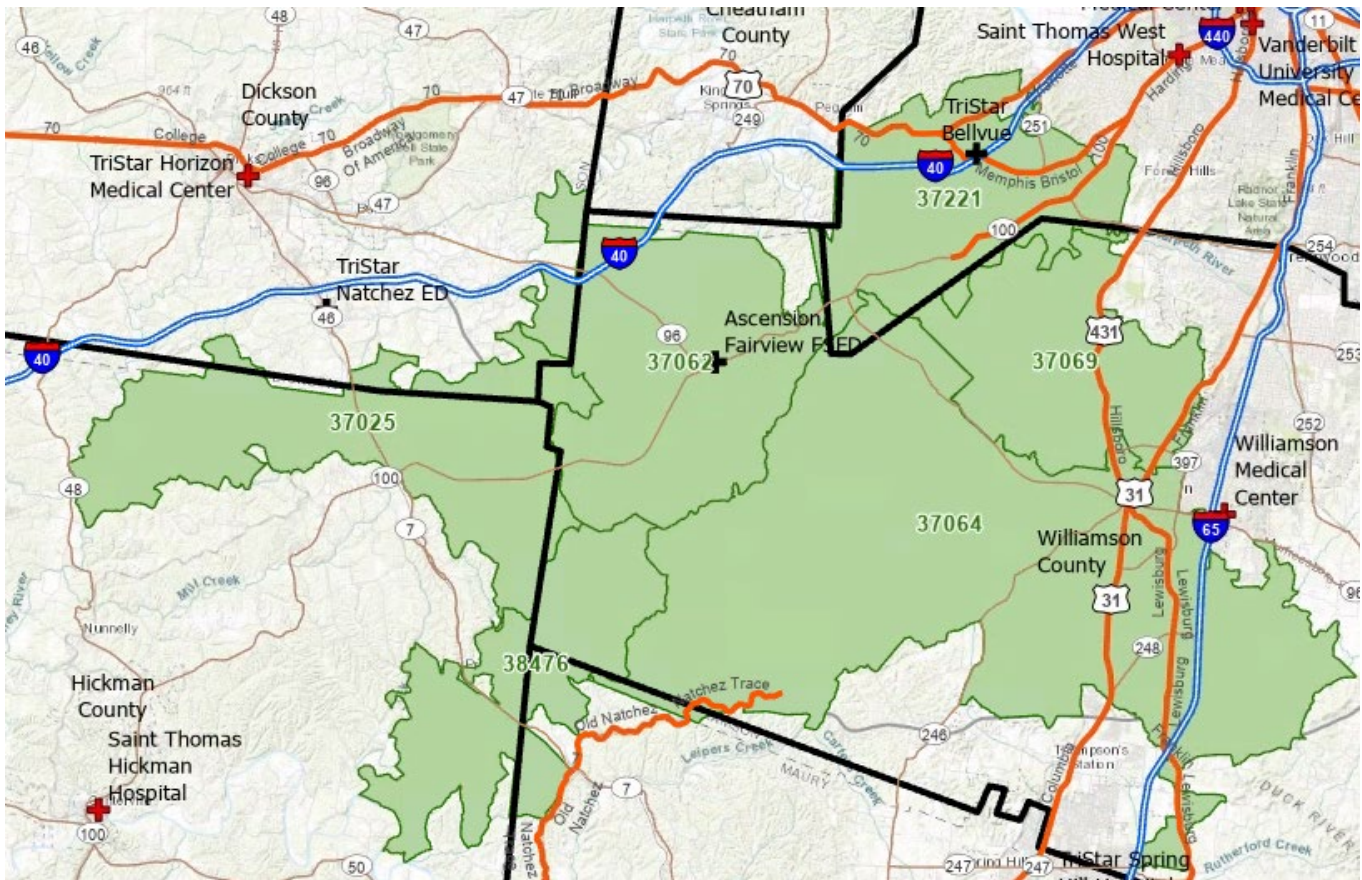
The proposed FSED will be a satellite FSED operating under the Saint Thomas West Hospital license (referred to as “STWH” for brevity). The site is about 19 driving miles southwest of STWH. STWH has no existing FSEDs. STH does not have any operational FSEDs in the state, but has one pending CON application for an FSED in Rutherford County.

The Proposed Service Area

The proposed service area consists of ZIP codes 37062, 37025, 38476, 37064, 37069, and 37221. The home ZIP code for this project is 37062, which includes the City of Fairview. Collectively, the service area ZIP codes cover western Williamson County and also extend into these adjacent counties: Davidson, Hickman, Dickson, and Maury.

The proposed FSED fills a gap in emergency department (ED) care in western Williamson County. There is only one existing ED in the service area: TriStar Bellevue FSED, located 18.5 miles and 26 minutes driving distance from the proposed FSED. TriStar Bellevue is located at the intersection of Highway 70 South and Harpeth Valley Road, just off Interstate 40 (I-40) in western Davidson County. There are no EDs in the other service area ZIP codes. Because it opened in late 2024, there are no publicly available ED volume data from TriStar Bellevue.

Proposed FSED Service Area Map



When evaluated using travel-time thresholds, county-level emergency infrastructure distribution, and system-based availability, the proposed FSED’s service area is geographically isolated from existing ED services. No hospital ED is

located within a 20-minute drive time, there is no freestanding ED in Williamson County, and there is only one ED (TriStar Bellevue FSED) service area. The proposed FSED directly addresses this isolation and improves patient choice by placing high-quality emergency care within the western Williamson County growth corridor.

The tables below show driving distances and driving times from area hospitals to each of the service area zip codes. This table includes more than just the one ED in the service area. For completeness, it includes every ED located in a county that is partially covered by at least one service area ZIP code. For completeness, Attachment 1N-A shows all driving distances from these hospitals to the geographic centroid of each county at least partially covering a ZIP code.

Driving Distances (Miles) From Emergency Department To Service Area ZIP Codes	37062	37025	38476	37064	37069	37221	STWH Fairview FSED
Applicant							
Proposed STWH Fairview FSED	1.0	11.1	20.2	18.1	17.1	20.6	N/A
FSEDs							
Summit Mt Juliet ER	52.4	65.9	66.6	44.1	35.8	34.9	46.8
TriStar Bellevue ER	20.6	34.1	42.3	26.4	18.2	10.0	18.5
TriStar Century Farms ER	44.1	57.6	57.2	34.7	18.5	26.7	38.5
TriStar East Nashville ER	34.2	47.7	55.9	29.7	21.5	16.7	28.5
TriStar Spring Hill ER	31.7	29.9	23.6	18.3	28.2	47.5	32.8
TriStar Natchez ED	14.2	8.6	16.0	28.7	32.3	25.8	16.3
TriStar Nolensville FSED	32.1	49.5	46.0	22.7	17.9	33.9	31.2
Hospitals							
Saint Thomas Midtown Hospital	30.1	43.6	51.8	27.9	19.7	12.6	24.5
Metropolitan Nashville Gen Hospital	30.1	43.6	51.8	28.6	15.9	12.8	24.6
Saint Thomas West Hospital	20.2	42.9	40.7	21.9	12.0	12.0	19.2
TriStar Centennial Medical Center	29.5	43.0	51.2	27.9	14.4	12.1	23.9
TriStar Skyline Medical Center	36.9	50.4	58.6	35.3	27.1	19.5	47.0
TriStar Southern Hills Medical Center	38.3	38.0	46.6	24.1	15.9	20.9	26.5
TriStar Summit Medical Center	43.6	57.2	57.8	35.3	27.1	26.2	41.5
Vanderbilt University Medical Center	32.5	46.0	49.7	22.5	12.8	15.1	30.4
TriStar Horizon Medical Center	15.1	16.5	21.9	31.8	33.2	26.8	17.1
Saint Thomas Hickman Hospital	30.7	22.0	25.5	39.8	47.6	49.4	31.7
Maury Regional Hospital	40.1	33.8	20.8	26.3	39.8	61.1	41.2
Williamson Medical Center	21.3	35.5	32.0	9.4	11.4	21.9	20.3
Total							

Source: Google Maps, midday, weekday.

Driving Distances (Minutes) From Emergency Department To Service Area ZIP Codes	37062	37025	38476	37064	37069	37221	STWH Fairview FSED
Applicant							
Proposed STWH Fairview FSED	1.0	18.0	29.0	24.0	23.0	23.0	N/A
FSEDs							
Summit Mt Juliet ER	50.0	60.0	70.0	50.0	40.0	35.0	55.0
TriStar Bellevue ER	24.0	36.0	47.0	36.0	29.0	15.0	26.0
TriStar Century Farms ER	45.0	58.0	64.0	47.0	37.0	30.0	48.0
TriStar East Nashville ER	36.0	49.0	60.0	48.0	28.0	21.0	39.0
TriStar Spring Hill ER	41.0	37.0	35.0	28.0	40.0	49.0	44.0
TriStar Natchez ED	16.0	14.0	21.0	36.0	39.0	26.0	21.0
TriStar Nolensville FSED	52.0	55.0	60.0	44.0	34.0	35.0	51.0
Hospitals							
Saint Thomas Midtown Hospital	36.0	48.0	60.0	45.0	34.0	21.0	38.0
Metropolitan Nashville Gen Hospital	33.0	45.0	58.0	45.0	34.0	18.0	36.0
Saint Thomas West Hospital	33.0	47.0	60.0	38.0	26.0	20.0	32.0
TriStar Centennial Medical Center	35.0	47.0	60.0	48.0	37.0	20.0	38.0
TriStar Skyline Medical Center	41.0	53.0	65.0	53.0	42.0	25.0	34.8
TriStar Southern Hills Medical Center	47.0	50.0	59.0	43.0	33.0	31.0	49.0
TriStar Summit Medical Center	50.0	62.0	70.0	53.0	43.0	35.0	53.0
Vanderbilt University Medical Center	39.0	51.0	55.0	49.0	26.0	23.0	42.0
TriStar Horizon Medical Center	18.0	25.0	33.0	46.0	40.0	33.0	27.0
Saint Thomas Hickman Hospital	40.0	35.0	32.0	50.0	61.0	61.0	50.0
Maury Regional Hospital	54.0	43.0	28.0	43.0	54.0	69.0	57.0
Williamson Medical Center	35.0	38.0	44.0	26.0	22.0	30.0	39.0
Total							

Source: Google Maps, midday, weekday.

Absence of Emergency Department Services in Western Williamson County

The defined service area is primarily in western Williamson County. Williamson County has only one hospital-based ED, Williamson Medical Center, located near the geographic center of the county. Williamson Medical Center is about 39 minutes from the proposed FSED location under typical driving conditions. There are no existing or approved FSEDs in Williamson County. Williamson Medical Center is more than 20 minutes driving time from the population centroid of each of the service area ZIP codes. As a result, all residents of Fairview and most residents of western Williamson County must leave the county to access the nearest FSED or hospital ED.²

² Williamson County Medical Center is the closest emergency department for some residents of ZIP codes 37064 and 37069.

No Emergency Department Within a 20-Minute Drive Time

There are no existing EDs within a 20-minute drive time of the proposed FSED location. The closest facilities are:

- TriStar Natchez FSED – 21 minutes
- TriStar Bellevue FSED – 26 minutes
- TriStar Horizon Medical Center – 27 minutes

All other emergency departments are more than 30 minutes driving time away in typical midday traffic conditions, with several exceeding 40–50 minutes. These times do not account for peak congestion, roadway incidents, or adverse weather, which are common along I-40 and connecting roads. The absence of any ED within a 20-minute drive time shows that Fairview and surrounding residents have a gap in emergency care access.

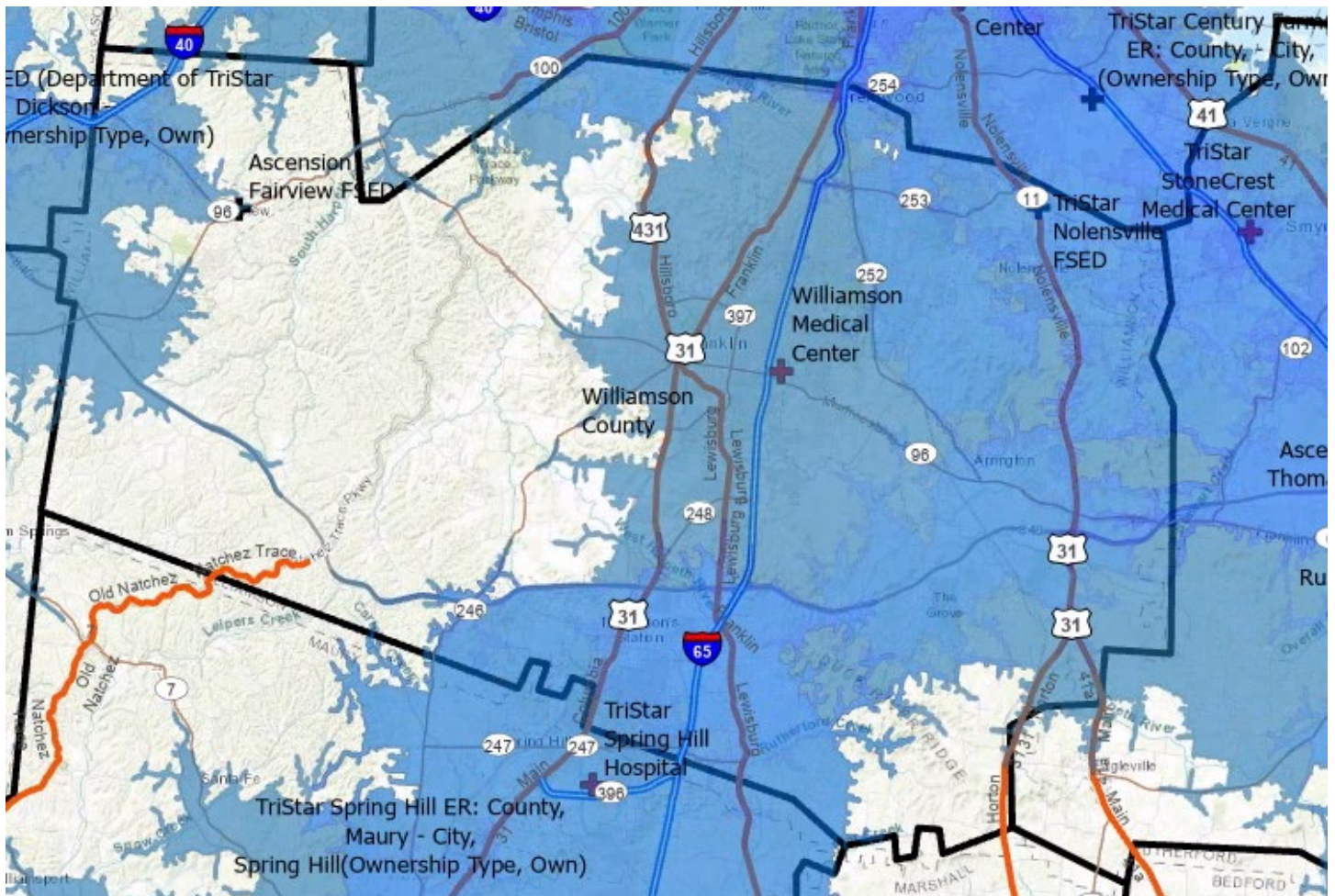
The service area ZIP codes are along SR-100. Current ED access in the area relies heavily on travel roads that connect to I-40 and travel along I-40 itself. Traffic counts in the region show significant congestion and increasing travel times. Even modest increases in travel time can materially affect health outcomes for time-sensitive conditions such as stroke, myocardial infarction, trauma, and sepsis.

Because access to emergency services currently requires travel outside the immediate community and along congested regional roads, the Fairview area is a functionally isolated emergency access zone despite being located within the broader Nashville metropolitan region.

Western Williamson County Access Disparity

Williamson County has only one hospital-based ED, and that facility does not provide reasonable geographic access to residents in the western part of the county. The county's only existing ED is in the central/eastern part of the county, while population growth has accelerated in western communities such as Fairview. The map below shows areas in blue that are accessible within 20 minutes or less to one or more EDs in the area and shows that residents of western Williamson County do not have reasonable access to ED services.

Areas within a 20-Minute Drive of an Emergency Department



This creates a clear gap in reasonable access to emergency services. Residents of eastern and central Williamson County have shorter travel times to emergency care than residents in the western part. The proposed FSED closes this gap.

Improving Patient Choice in the Service Area

The only FSED in the service area is TriStar Bellevue FSED. Of the seven FSEDs in counties adjacent to the service area, six are owned by TriStar. While the twelve hospitals in the surrounding counties are owned by six different health systems, patients in the area do not have a choice among health systems for freestanding emergency department services. The nearest FSED options (TriStar Natchez and TriStar Bellevue) are both HCA facilities. Residents of western Williamson County do not currently have a choice of FSED providers within a 20-minute drive time. Approval of the proposed FSED would improve patient choice.

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

Check the Box that Applies:



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



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

Data:

1. Wait Times

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

RESPONSE:

Medicare's online Care Compare tool does not have data for FSEDs, so data are not available for the TriStar Bellevue FSED or any other FSEDs in service area-related counties.

Some metrics requested in the FSED Guide are no longer collected or publicly reported. The applicant filled out the tables from the FSED Guide as completely as possible, using the most recent downloadable database available from CMS Care Compare at <https://www.nber.org/research/data/centers-medicare-medicaid-services-cms-hospital-compare-data>. Data are not available for TriStar Bellevue FSED, and some metrics requested in the FSED Guide are not publicly reported.

The applicant understands that the instructions for this question require data for all ED providers in "all of any county included in the ZIP code area." The zip code level service area covers parts of Williamson, Dickson, Hickman, Davidson, and Maury Counties. While the applicant does not claim these whole counties as part of its service area, the tables below provide Measure OP-18 and OP-22 for all hospitals in those counties to provide a complete response to the question above. Measures ED-1, ED-2, and OP-20 are no longer collected or not reported.

Wait Times at Existing ED Facilities in the Proposed Service Area: Tables 1B1 (1-5) REVISED

Measure: ED-1 Median Time from ED Arrival to ED Departure for ED Admitted Patients				
Emergency Department	Timeframe	ED Time Score	Tennessee Avg	National Avg
N/A	N/A	N/A	N/A	N/A

Measure: ED-2 Median Time from Admit Decision to Departure for ED Admitted Patients				
Emergency Department	Timeframe	ED Time Score	Tennessee Avg	National Avg
N/A	N/A	N/A	N/A	N/A

Measure: OP-18 Median Time from ED Arrival to ED Departure for Discharged ED Patients				
Emergency Department	Timeframe	ED Time Score	Tennessee Average	National Average
Hospitals				
Metropolitan Nashville General Hospital†	4/1/2024-3/31/2025	152	171†	170†
Saint Thomas West Hospital**		206	168	168
TriStar Centennial Medical Center*		120	199*	203*
TriStar Skyline Medical Center+		191	200+	208+
TriStar Southern Hills Medical Center+		127	200+	208+
TriStar Summit Medical Center*		162	199*	203*
Vanderbilt University Medical Center*		272	199*	203*
TriStar Horizon Medical Center+		138	200+	208+
Saint Thomas Hickman Hospital‡		193	130‡	122‡
Maury Regional Hospital+		212	200+	208+
Williamson Medical Center+		185	200+	208+

**Reports with Saint Thomas Hospital Midtown. Please note, the data currently on the CMS Care Compare website says the ED volume is not available for this reporting period. Therefore, the overall averages are shown on the CMS website, rather than comparative metrics based on ED volume.

*Averages for very high volume hospitals

+Averages for high volume hospitals

† Averages for medium volume hospitals

Averages for low volume hospitals.

Source: CMS Care Compare, available online at [Find Healthcare Providers: Compare Care Near You / Medicare](#) Accessed March 2026.

**Saint Thomas West and Saint Thomas Midtown, combined. Data covers April 2024-March 2025.

Measure: OP-20 Door to Diagnostic Evaluation by Qualified Medical Professional				
Emergency Department	Timeframe	ED Time Score	Tennessee Avg	National Avg
N/A	N/A	N/A	N/A	N/A

Measure : OP-22 ED Patient Left Without Being Seen				
Emergency Department	Timeframe	ED Time Score	Tennessee Average	National Average
Hospitals				
Metropolitan Nashville General Hospital	4/1/2024-3/31/2025	1%	3%	2%
Saint Thomas West Hospital**		N/A	3%	2%
TriStar Centennial Medical Center		1%	3%	2%
TriStar Skyline Medical Center		1%	3%	2%
TriStar Southern Hills Medical Center		0%	3%	2%
TriStar Summit Medical Center		0%	3%	2%
Vanderbilt University Medical Center		1%	3%	2%
TriStar Horizon Medical Center		0%	3%	2%
Saint Thomas Hickman Hospital		1%	3%	2%
Maury Regional Hospital		2%	3%	2%
Williamson Medical Center		1%	3%	2%

***Saint Thomas West Hospital and Saint Thomas Hospital Midtown operate under one Medicare Provider Number. So, this line includes data for both facilities. Source: CMS Care Compare, available online at [Find Healthcare Providers: Compare Care Near You | Medicare](#). Accessed March 2026*

Other than Maury Regional Hospital, all hospitals in the area reported less than 2% of patients left the emergency department without being seen, which is in line with state and national averages. For the April 2024-March 2025 reporting period shown in the table above, Saint Thomas Hospital reported 0% of patients left the ED without being seen.

Wait times at all area EDs are two hours or more. Saint Thomas Hospital Midtown reports collectively with Saint Thomas West Hospital under a single Medicare Provider Number, so wait times for both emergency departments are combined. Many of the hospitals in the area see high acuity patients in their EDs. Vanderbilt University Medical Center and TriStar Skyline Medical Center are Level I Trauma Centers. STWH ranks among the top five hospitals in Tennessee based on Medicare inpatient Case Mix Index, reflecting the hospital's management of more clinically complex patients relative to other Tennessee hospitals.³

As discussed beginning on page 37 of this attachment, in July 2025, STWH completed a \$10 million renovation and expansion of its ED to enhance clinical capacity and emergency care quality.⁴ The updated ED added new treatment spaces, including the addition of three critical care rooms for seriously ill or injured patients and six fast-track rooms

³ Centers for Medicare & Medicaid Services, 2026 Final Rule and Inpatient Prospective Payment System Case Mix Index File FY2024, published August 4, 2025, available at <https://www.cms.gov/medicare/payment/prospective-payment-systems/acute-inpatient-pps/fy-2026-ipp-final-rule-home-page>.

⁴ The Tennessean, "How a \$10M emergency dept expansion will transform Nashville Ascension Saint Thomas West," July 8, 2025, available at <https://www.tennessean.com/story/news/health/2025/07/08/nashville-ascension-saint-thomas-emergency-department-expansion/84172991007>.

for less acute conditions, enabling more efficient patient flow and reducing waiting times for urgent care.⁵ Internal data for STWH for January 2026 show that the average length of stay for ED patients at STWH was 172 minutes.

2. Visits per Treatment Room

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

RESPONSE:

Visits per Treatment Room

The applicant understands that the instructions for this question require data for all ED providers in “all of any county included in the ZIP code area.” The only ED in the proposed service area is TriStar Bellevue FSED. While the applicant does not claim these whole counties as part of its service area, the table below provides visits per treatment room for all EDs in those counties, to provide a complete response to the question above.

Based on the most recent data available from the Joint Annual Reports (2024), many of the relevant EDs have exceeded all American College of Emergency Physicians (ACEP) ranges. This shows the existing EDs are experiencing overcrowding, leading to performance degradation. This metric is widely used to evaluate patient wait times, diversion rates, and overall capacity strain.

⁵ *Ibid.*

2024 Visits per Treatment Room in Existing ED Facilities in the Proposed Service Area: Table 1B2

Emergency Department	Total Visits			# of Rooms	# of Visits/ Room	ACEP-Low to High Range
Saint Thomas West Hospital	37,452	27	1,387	25 - 33 spaces 1600 - 1212 visits/space		
Summit Mt Juliet ER	22,712	11	2,065	18 - 20 spaces 1389 - 1250 visits/space		
TriStar Century Farms ER	22,038	11	2,003	18 - 20 spaces 1389 - 1250 visits/space		
TriStar Spring Hill ER	23,484	12	1,957	18 - 20 spaces 1389 - 1250 visits/space		
TriStar Natchez ED	17,749	9	1,972	14 - 16 spaces 1429 - 1250 visits/space		
Saint Thomas Hospital Midtown	58,656	32	1,833	37 - 47 spaces 1622 - 1277 visits/space		
TriStar Southern Hills Medical Center	36,743	21	1,750	25 - 33 spaces 1600 - 1212 visits/space		
TriStar Horizon Medical Center	37,325	22	1,697	25 - 33 spaces 1600 - 1212 visits/space		
TriStar Centennial Medical Center	65,040	41	1,586	43 - 56 spaces 1628 - 1250 visits/space		
TriStar Summit Medical Center	46,946	36	1,304	31- 40 spaces 1613 - 1250 visits/space		
Maury Regional Hospital	47,568	38	1,252	31 - 40 spaces 1613 - 1250 visits/space		
Williamson Medical Center	54,504	38	1,434	35 - 44 spaces 1667 - 1250 visits/space		
Metropolitan Nashville General Hospital	25,819	30	861	21 - 25 spaces 1429 - 1200 visits/space		
TriStar Skyline Medical Center	55,924	63	888	37 - 47 spaces 1622 - 1277 visits/space		
Vanderbilt University Medical Center	127,906	125	1,023	82 - 108 spaces 1585 - 1204 visits/space		
Saint Thomas Hickman Hospital	4,039	5	808	8 - 11 spaces 1250 - 909 visits/space		

Source: 2024 Hospital Joint Annual Reports, Search site <https://apps.health.tn.gov/PublicJARS/Default.aspx> American College of Emergency Physicians (ACEP), Emergency Department Design – A Practical Guide to Planning for the Future, Second Edition, pages 116-117

The closest ED to the proposed FSED site is TriStar Natchez. TriStar Natchez is located east of Highway 46, about 1 mile south of I-40 in Dickson County. In 2024, TriStar Natchez FSED had 17,749 patient visits in nine treatment rooms, or nearly 2,000 visits per room, significantly exceeding all ACEP standards. TriStar Horizon Medical Center is the host hospital for TriStar Natchez and is also in Dickson County. It is the third closest ED to the proposed FSED site and its visits per room also exceeded the ACEP ranges.

Data are not yet available for the recently opened TriStar Bellevue FSED, the only ED in the service area and the facility with the second-closest driving distance to the proposed FSED site.

According to ACEP standards, a high-range ED refers to facilities managing patients with higher acuity and complexity, resulting in a lower volume of annual visits per treatment room due to increased time requirements per patient. High-range EDs have a high percentage of behavioral health patients, a high percentage of admitted patients, and a high percentage of patients aged over 65 years.⁶⁶ STWH provides the highest level of care of the system hospitals in the area and has the fifth highest case mix index in the state. STWH has a high percentage of high-acuity patients and has characteristics consistent with a high-range ED as defined by ACEP, resulting in longer treatment time and a lower number of visits per ED treatment room. In 2024, STWH exceeded the ACEP standards for visits per room for high-range EDs.

Williamson Medical Center has a lower percentage of behavioral health patients (1.3%) but a higher percentage of high-acuity patients (65% Level I and II) and older patients (25% over age 65). Williamson Medical Center currently exceeds the ACEP standard for high-range ACEP visits per room but is within the standard for visits per room for low- and mid-range EDs. However, the Joint Annual Report ED volume trend data from 2022 to 2024 show ED visits rose 9% at Williamson Medical Center for a compound annual growth rate (CAGR) of 4.7%. At this growth rate, Williamson Medical Center would have exceeded the ACEP mid-range in just one more year of data (in 2025).

TriStar Centennial, TriStar Summit, and Maury Regional have higher than state average percentages of behavioral health, high-acuity, and elderly patients in their EDs (see tables in response to 1D below). These hospitals exceed the ACEP high-range visits per room.

Williamson County's population growth increases demand for emergency services. The proposed FSED will increase capacity, improve geographic access, reduce wait times, and reduce emergency medical services (EMS) diversion. The redistribution of visit volumes will reduce excess demand at existing sites and reduce wait times. EDs operating within or closer to ACEP standards will improve health outcomes, patient experience, and staff efficiency.

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

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

Check the Box that Applies:

☐

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



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

Data:

⁶⁶ *American College of Emergency Physicians (ACEP), Emergency Department Design – A Practical Guide to Planning for the Future, Second Edition, pages 116-117*

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

Quality of Care Provided at Existing ED Facilities in the Proposed Service Area: Tables 1C (1-8)

Measure: OP-1 Median Time to Fibrinolysis						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
ED 1						
ED 2						
ED 3						

Measure: OP-2 Fibrinolytic Therapy Received Within 30 Minutes						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
ED 1						
ED 2						
ED 3						

Measure: OP-4 Aspirin at Arrival						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
ED 1						
ED 2						
ED 3						

Measure: OP-5 Median Time to ECG						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
ED 1						
ED 2						
ED 3						

Measure: OP-18 Median Time from ED Arrival to Departure for Discharged ED Patients						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
ED 1						
ED 2						
ED 3						

Measure: OP-20: Door to Diagnostic Evaluation by a Qualified Medical Personnel						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
ED 1						
ED 2						
ED 3						

Measure: OP-21 ED-Median Time to Pain Management for Long Bone Fracture						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
ED 1						
ED 2						
ED 3						

Measure: OP-23 ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival						
Emergency Department	Timeframe	Ed Time/Score	Check (X) Applicable Quartile			
			≤25 th Percentile	25 th -50 th Percentile	50 th -75 th Percentile	≥75 th Percentile
ED 1						
ED 2						
ED 3						

RESPONSE:

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

D. Other Applicable Data Related to Need and Capacity

Check the Box that Applies:



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



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

Data:

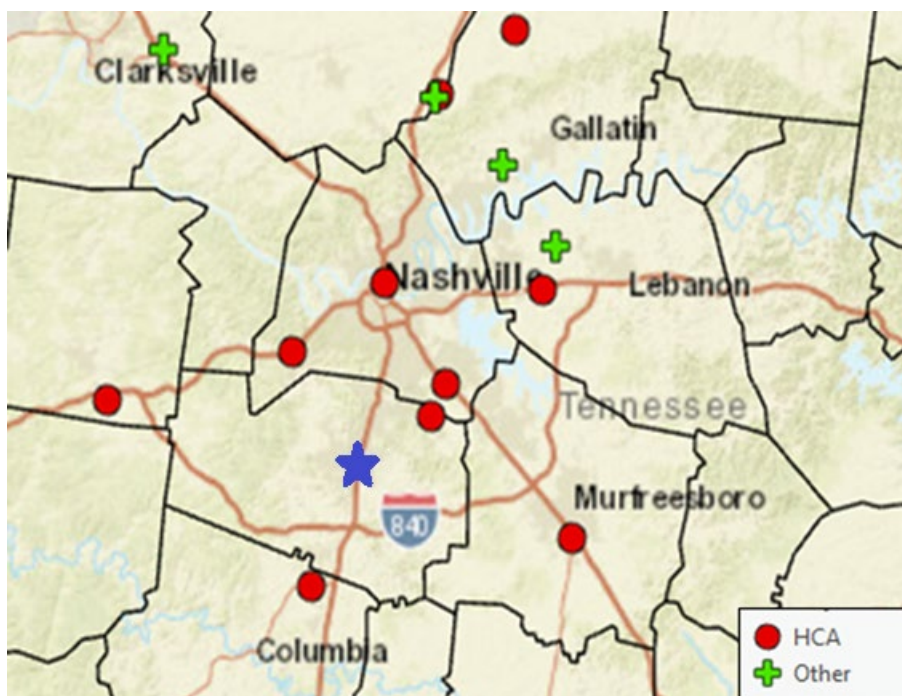
The applicant may provide data relevant to patient acuity levels, age of patients, percentage of behavioral health patients, and existence of specialty modules at existing EDs in the proposed service area to demonstrate capacity challenges. If the applicant is providing additional data, at a minimum,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

RESPONSE:

Improved Patient Choice for Emergency Services

Approval of the proposed FSED will improve access to emergency services in Williamson County by expanding patient choice. As shown in the map below, HCA owns all the FSEDs in Davidson County and in the larger middle Tennessee area, south of Nashville. The map below also shows Williamson Medical Center's location with a blue star.

**Central Tennessee Freestanding Emergency Departments
and Williamson Medical Center (Blue Star)**



Approval of STWH’s proposed FSED will give residents of the service area a choice of providers for emergency services. Increased competition among providers will promote responsiveness to community needs, support quality improvement, and make emergency care in Williamson County more balanced and patient-centered.

Increasing Patient Complexity and Acuity

The table below shows the existing EDs serving the areas surrounding the service area are managing patient populations with moderate to high levels of clinical complexity. The only ED in the proposed service area is TriStar Bellevue FSED. Because it opened in late 2024, data are not yet available for this facility.

More 2024 Discharge Data to Demonstrate Need in the Proposed Service Area: Table 1D
(Observations Higher than Statewide Average Indicated in Red)

Emergency Services Provider	Percentage Behavioral Health Patients	Statewide Average	Percentage Patients Level I or II	Statewide Average	% of Patients Ages 65+	Percentage Patients Age 65 and Older
FSEDs						
TriStar Century Farms ER	0.9%	0.9%	32.4%	39.7%	5.3%	12.5%
TriStar Spring Hill ER	1.4%		37.2%		14.7%	
TriStar Mt. Juliet ER	0.7%		42.5%		16.3%	
TriStar Natchez ER	1.3%		36.4%		12.1%	
TriStar Bellevue ER	N/A		N/A		N/A	
TriStar East Nashville ER	N/A		N/A		N/A	
TriStar Nolensville FSED	N/A		N/A		N/A	
Hospitals						
Saint Thomas West Hospital	1.6%	1.6%	70.6%	58.8%	33.9%	19.4%
TriStar Southern Hills Medical Center	2.7%		48.4%		11.7%	
Metropolitan Nashville General Hospital	2.1%		61.7%		8.2%	
Saint Thomas Hospital Midtown	1.8%		60.3%		14.8%	
Vanderbilt University Medical Center	1.5%		62.8%		8.3%	
TriStar Centennial Medical Center	2.0%		43.2%		9.5%	
TriStar Skyline Medical Center	3.0%		53.1%		15.6%	
TriStar Summit Medical Center	2.3%		58.5%		19.0%	
TriStar Horizon Medical Center	2.0%		48.3%		19.1%	
Saint Thomas Hickman Hospital	1.5%		68.0%		29.6%	
Maury Regional Hospital	1.8%		63.8%		26.1%	
Williamson Medical Center	1.4%		63.5%		26.7%	

Source: Tennessee Department of Health, Division of Population Health Assessment; Hospital Discharge Data System. Emergency Department Patient Select Statistics, Hospital Discharge, Tennessee Recorded Data, 2024. Nashville, TN. DRI #3555277.

Notes: 1) ED cases identified by CPT codes 99281, 99282, 99283, 99284, 99285. 2) Level I and II cases identified by CPT codes 99285, 99284. 3) Behavioral Health Patients identified by ICD-10 codes listed in the primary diagnosis field only. List of ICD-10 behavioral-health codes available upon request. 4) Free Standing Emergency Room figures are included in main hospital figures where applicable.

STWH reports 70.6% of its patients are classified as Level I or II acuity, above the state average of 58.8%. Behavioral health visits at Saint Thomas West (1.6%) were in line with the statewide average of 1.6%. The percentage of patients age 65+ at Saint Thomas West (33.9%) exceeds the statewide average of 19.4%. The combination of age and Level I and II patients increases treatment times and resource utilization. Consistent with these indicators of higher patient complexity, STWH ranks among the top five hospitals in Tennessee based on Medicare inpatient Case Mix Index, reflecting the hospital's management of more clinically complex patients relative to peer institutions. The combination of advanced age and higher-acuity patients increases treatment times and resource utilization.⁷

Other area hospitals also serve more higher complexity patients than the state average. Nearly every hospital ED has an average or higher than average percentage of behavioral health patients, and more than half of the hospitals have a higher percentage of high-level ED patients.

ACEP standards recognize facilities with higher acuity and complexity have fewer annual visits per treatment room due to increased time requirements per patient. These EDs have a high percentage of behavioral health patients, a high percentage of admitted patients, and/or more patients over age 65.⁸ As shown in the chart above, many area hospital EDs have characteristics consistent with a high-range ED as defined by ACEP, resulting in longer treatment times. These high-range EDs are also associated with longer lengths of stay in the ED, more intensive diagnostic workups, and lower throughput per ED treatment room, which strain ED staff and capacity.

The proposed FSED will address the current capacity constraints and offer another point of care for service area residents. While the applicant expects the highest-acuity patients will continue to receive care at area hospitals, the Fairview FSED will have the resources available to treat and stabilize all patients who arrive at the ED and will transfer those who need a higher level of care. The Fairview FSED will have the services commonly required for elderly patients, patients with behavioral health needs, and higher-acuity patients. An isolation room in the proposed FSED will be an important resource for managing the increasing demand for mental health care in the county.

The proposed FSED will also have telehealth capabilities that let onsite staff connect patients with Saint Thomas Behavioral Health Hospital providers, as appropriate to assist with patient assessment and treatment plans. STH offers comprehensive behavioral health services in middle Tennessee through a team of experienced and compassionate behavioral health professionals who assess and treat behavioral health patients of all ages.

The proposed FSED's staff and patients will have access to Saint Thomas Health specialists. The clinical staff for the proposed FSED will be part of the STWH medical staff. STH has over 4,000 credentialed members of its medical staff and employs over 500 physicians across a wide array of specialties. When a patient presenting at the FSED needs an assessment by a specialist, the onsite providers will have access to STH's network of specialists.

Growth in Emergency Department Utilization Among Service Area Residents

ED use by service area residents has grown rapidly over the past several years. As shown in the table on the following page, the number of ED visits increased by nearly 8% across the service area, with almost 3,000 more visits in 2024 than two years before. As service area residents' use of ED services increases, overcrowding at existing EDs in the larger area will increase. Approving a new FSED in the service area that fills a geographic gap in ED services in western

⁷ Centers for Medicare & Medicaid Services, 2026 Final Rule and Inpatient Prospective Payment System Case Mix Index File FY2024, published August 4, 2025, available at <https://www.cms.gov/medicare/payment/prospective-payment-systems/acute-inpatient-pps/fy-2026-ips-final-rule-home-page>.

⁸⁸ *American College of Emergency Physicians (ACEP), Emergency Department Design – A Practical Guide to Planning for the Future, Second Edition, pages 116-117*

Williamson County will improve access to ED services in the area.

Service Area Resident ED Visits, 2022–2024

Patient ZIP Code	2022	2023	2024	% Growth 2022–2024
37064	15,413	16,111	16,781	8.9%
37069	3,347	3,333	3,508	4.8%
37221	9,750	10,354	10,444	7.1%
Combo*	9,257	9,860	9,991	7.9%
Total	37,767	39,658	40,724	7.8%

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics, DRI #35552777

*Combo = Aggregate of zip codes 37062, 37025, and 38476.

Service Area Population Growth

The primary service area, primarily in western Williamson County, is part of a region that has experienced sustained population growth in recent years. As the service area population grows, so too will the demand for ED services.

The proposed FSED is on SR-100, a major east-west transportation corridor connecting Fairview with Nashville and serving as a key commuter route for residents traveling between western Williamson County and Davidson County. STWH proposes to address the service area's critical emergency care needs by placing a new FSED in the City of Fairview. The proposed FSED will help patients in this rapidly growing area by reducing travel times due to increasing traffic congestion, enhancing quality of care through improved emergency access, and offering patients a choice of providers.

Total Population Growth in the Service Area

Williamson County and the proposed service area are experiencing population growth rates that exceed the statewide average, a trend that will increase demand for ED services. From 2025 to 2030, Tennessee's total population is projected to grow by 4.03%, while Williamson County's population is projected to grow by 9.77%, adding about 27,165 residents over the five-year period.⁹

Growth is rapid in the City of Fairview and the home ZIP code for the project (37062). Between 2025 and 2030, Fairview's total population is projected to grow by 11.39%, while the population within ZIP code 37062 is projected to grow by 11.01% over the same period.¹⁰ These growth rates exceed both the statewide and countywide averages and reflect continued residential development in western Williamson County communities that rely on regional transportation corridors for access to emergency care.

As shown in the table on the following page, the service area is projected to grow by 6.77% between 2025 and 2030, exceeding the statewide growth rate. Long-term projections confirm the region's sustained growth. Since

⁹ Esri, 2025 & 2030 Demographic Estimates, based on US Census and Esri demographic modeling.

¹⁰ *Ibid.*

2020, Williamson County has added over 30,264 residents, reflecting an 11% increase in population.¹¹ By 2045, the county is expected to have over 390,000 residents. Fairview has also experienced rapid growth, adding about 1,315 residents since 2020 (about 14%) and is expected to grow by an additional 11% by 2030.¹² Planned residential and commercial development will only accelerate this growth.

Population Growth in the Proposed FSED Service Area

ZIP Code (City)	2025 Total Population	2030 Total Population	Growth (2025–2030)	Growth Rate (%)
37062 (Fairview)	14,339	15,918	1,579	11.01%
37025 (Bon Aqua)	7,177	7,413	236	3.29%
37064 (Franklin)	71,181	77,063	5,882	8.26%
37069 (Franklin)	21,559	23,327	1,768	8.20%
37221 (Nashville)	44,647	45,985	1,338	3.00%
38476 (Primm Springs)	1,247	1,283	36	2.89%
Service Area Total	160,150	170,989	10,839	6.77%
Tennessee	7,245,884	7,538,006	292,122	4.03%

Source: Esri, 2025 & 2030 Demographic Estimates, based on US Census and Esri demographic modeling

Rapid Growth in Service Area Residents Aged 65+

Age 65+ Population Growth in the Proposed FSED Service Area

ZIP Code (City)	2025 65+ Population	2030 65+ Population	Growth (2025–2030)	Growth Rate (%)
37062 (Fairview)	2,419	2,943	524	21.66%
37025 (Bon Aqua)	1,313	1,563	250	19.04%
37064 (Franklin)	13,016	15,413	2,397	18.42%
37069 (Franklin)	4,028	5,081	1,053	26.14%
37221 (Nashville)	8,735	9,618	883	10.11%
38476 (Primm Springs)	318	354	36	11.32%
Service Area Total	29,829	34,972	5,143	17.24%
Tennessee	1,363,244	1,545,536	182,292	13.37%

Source: Esri, 2025 & 2030 Demographic Estimates, based on US Census and Esri demographic modeling.

The service area is experiencing rapid expansion of the senior population. Between 2025 and 2030, the population age 65 and older is projected to grow by 24.36% in the City of Fairview and by 21.66% in ZIP code 37062.¹³ As in the table above, the service area's total age 65+ population is projected to grow by over 5,000 seniors over the five-year period, representing a 17.24% increase and exceeding the statewide growth rate of 13.37%. As the population within the service area continues to grow and age, the need for timely and accessible emergency care

¹¹ Tennessee State Data Center, Boyd Center for Business and Economic Research, Boyd Center Population Projections, 2022-2070.

¹² Esri, 2025 & 2030 Demographic Estimates, based on US Census and Esri demographic modeling.

¹³ *Ibid.*

will also grow, given the higher utilization use of ED services and the greater incidence of time-sensitive medical conditions by older adults.

Area Housing Growth

There are about 3,200 housing units approved or planned across about nineteen active residential developments in the Fairview area, representing one of the largest concentrations of new homes in the community's history.¹⁴ The approved developments include a mix of single-family and multi-family homes. Construction has begun on the Fairview Town Center, a 52-acre mixed-use development north of Fairview City Hall that will include about 500 total housing units, including multi-family and single-family homes.¹⁵

In the broader Williamson County area, residential development activity has also remained strong. Nearly 2,000 new private residential units were authorized in 2024, an increase from 1,432 units in 2023.¹⁶ This ongoing, rapid housing growth in the region will increase the need for more emergency services.

Geographic Accessibility and Area Traffic Congestion

Williamson County is part of a broader regional commuter shed, with an average commute time of 27.9 minutes for Williamson County workers and a substantial share of the workforce traveling across county lines; 28.7% of employed residents work outside Williamson County.¹⁷ Local commuting data further show significant bi-directional travel demand, with over 36,300 Williamson County residents commuting to Davidson County for work and nearly 37,700 Davidson County residents commuting into Williamson County. Commuting workers increase traffic volumes on regional corridors such as SR-100.¹⁸ Commuting patterns in Fairview reflect these regional dynamics: in 2023, Fairview had 237 residents working in the city, while 4,489 residents commuted out of the city and 1,387 non-resident workers commuted into Fairview.¹⁹

The Greater Nashville Regional Council projects that, between 2010 and 2040, roadway traffic volumes across the Middle Tennessee region will grow by 86%, while miles traveled in congested conditions are expected to grow by 162% and average travel speeds are projected to decline by 26% without significant capacity expansion.²⁰ These dynamics directly affect western Williamson County corridors that connect Fairview to employment centers in Franklin and Nashville.

¹⁴ Business View Magazine, "Fairview, TN, Smart, Strategic Growth Building a City Center, Protecting Rural Character, and Elevating Quality of Life," January 5, 2026, available at <https://businessviewmagazine.com/fairview-tn>.

¹⁵ Stephen, Nancy, Hickman County News, "Mayor Shares Official Update on Fairview Town Center, Site Work Begins," March 6, 2024, available at <https://mainstreetmediatn.com/articles/hct-print/mayor-shares-official-update-on-fairview-town-center-site-work-begins>.

¹⁶ US Census Bureau, New Private Housing Structures Authorized by Building Permits for Williamson County, TN [BPPRIV047187], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/BPPRIV047187>, February 4, 2026.

¹⁷ Tennessee Department of Labor & Workforce Development, Tennessee Labor Market Report, December 2025, available at <https://www.tn.gov/content/dam/tn/workforce/documents/LMR/LMRDec2025.pdf>.

¹⁸ Williamson, Inc., "Market Research – Quality of Life," accessed February 4, 2026, <https://williamsonchamber.com/marketresearch/quality-of-life/>.

¹⁹ United States Census Bureau, OnTheMap, accessed February 5, 2026, available at <https://onthemap.ces.census.gov/>.

²⁰ Greater Nashville Regional Council, Transportation and Mobility, accessed February 4, 2026, <https://gnrc.org/170/Transportation-and-Mobility>.

The proposed FSED site is near the intersection of State Route 96 (SR-96) and SR-100, a location that provides direct access to regional travel routes and serves as a key connection point for residents traveling to and from Davidson and Dickson Counties. From this location, northbound travel to emergency services in Davidson and Dickson Counties commonly involves routing to I-40 via SR-96 and connecting roadways.

SR-100 (Fairview Boulevard) serves as a principal arterial roadway in the service area, functioning as a primary transportation corridor linking Fairview and western Williamson County with Davidson County. Residents of Hickman, Dickson, and Maury Counties rely on SR-100 to access services and employment within the Nashville metropolitan area. The City of Fairview's Fairview Forward 2040 Comprehensive Plan identifies Fairview Boulevard (SR-100) as a primary road with mobility challenges and constrained capacity due to growing travel demand. The plan calls for circulation and connectivity improvements along SR-100 to reduce congestion and delay as growth continues, reflecting local recognition that this road requires traffic improvements to keep pace with ongoing residential and commercial growth.²¹

Service area residents seeking ED services currently must travel either north toward the TriStar Bellevue FSED or the TriStar Natchez ER via Interstate 40, or east toward Williamson Medical Center along SR-96. Those travelling on I-40 face traffic congestion and potential delays to receiving care. Tennessee Department of Transportation (TDOT) traffic count data show I-40 carries substantially higher traffic volumes than SR-100 in the Fairview area. At a TDOT monitoring station on I-40 between the Dickson County line and SR-96, annual average daily traffic (AADT) exceeded 42,000 vehicles per day in 2024, up from 28,523 vehicles per day in 2020.²² AADT counts on SR-100, three minutes south of the proposed FSED, were 15,456 vehicles per day.²³ I-40 carries nearly three times the daily traffic volume of SR-100 in the service area, showing travel north toward emergency services requires navigating a significantly more congested, heavily trafficked roadway that is more susceptible to major delays.

These access concerns have been echoed by local public safety leadership. In the letter of support in Attachment 3C, Williamson County Sheriff Jeff Hughes noted that residents and first responders continue to face significant travel times to reach emergency care, emphasizing that when "every second counts," proximity to 24/7 emergency services is a matter of public safety. The proposed FSED would provide a critical access point for emergency care within the service area. Locating emergency services directly on SR-100 would reduce travel distances for self-transporting patients and let EMS units avoid longer, more congested routes to hospital EDs outside the immediate area. As traffic volumes and congestion continue to increase along SR-100, I-40, and other roads, the proposed FSED would help afford timely access to emergency care despite worsening travel conditions associated with continued population growth.

The Proposed FSED Will Provide High-Quality Care

The proposed FSED will provide high-quality emergency care through its commitment to staffing highly qualified medical professionals. The proposed FSED will be staffed with board-certified or board-eligible emergency physicians, assisted by trained and experienced registered nurse (RN) staff certified in emergency nursing care and/or advanced

²¹ City of Fairview, "Fairview Forward: The 20240 Comprehensive Plan," May 2, 2019, available at <https://www.fairview-tn.org/content/uploads/resources/Fairview-2040-Comprehensive-Plan.pdf>.

²² Tennessee Department of Transportation, Traffic Count Annual Average Daily Traffic Maps, Location ID 94000221, accessed February 5, 2026, <https://tdot.public.ms2soft.com/tcds/tsearch.asp>.

cardiac life support. These clinicians will be onsite 24 hours a day, every day of the year. All emergency physicians and nurses will be part of Saint Thomas West's unified medical and nursing staff, governed by the same by-laws.

Telemedicine

The proposed FSED will improve the quality of care by providing telemedicine in collaboration with STWH specialists. STH uses technology to facilitate consultation with specialists available to patients and physicians at all EDs. The proposed FSED will have carts equipped with a video camera, video screen, and computer to allow FSED clinicians and patients to videoconference with offsite specialists. A specialist can interview the patient, review imaging, laboratory, and other test results, and collaborate with onsite clinicians to make diagnosis and treatment decisions. Patients can talk directly with the specialist to ask questions or provide information about their medical history and current symptoms.

Telebehavioral Health

The proposed FSED will have telemedicine capabilities and access to the behavioral health resources and providers at the Saint Thomas Behavioral Health Hospital in Nashville. Saint Thomas Health has a robust telehealth program throughout its system. When a patient is at risk in the ED, behavioral health providers can offer virtual consultations by videoconference for depression, anxiety disorders, schizophrenia, substance abuse disorders, and other behavioral health conditions. Telemedicine specialists can provide expertise when needed for an ED visit, including:

- Risk assessment to determine whether someone may cause harm to themselves or others
- Diagnosis of mental and behavioral health disorders
- Referral to appropriate levels of care
- Prescriptions and medication management
- Assistance with communicating with family members

Summary

Western Williamson County is geographically isolated from existing hospital and freestanding EDs. There is no ED within a 20-minute drive of Fairview and there is only one hospital-based ED in Williamson County, located about 57 minutes away. There is currently only one ED in the service area—TriStar Bellevue FSED. The proposed project will enhance consumer choice by offering another provider and site of care. The closest EDs operate above ACEP standards for visits per room. As population growth continues in the service area, demand for timely emergency services will increase, lengthening wait times in existing EDs and travel times to existing EDs.

The proposed FSED will directly address these needs by:

- Adding emergency treatment capacity in western Williamson County
- Establishing the first ED within a 20-minute drive of Fairview residents
- Reducing reliance on distant Nashville area EDs
- Improving geographic access for a growing residential population
- Expanding patient choice
- Leveraging telemedicine and access to Saint Thomas Health specialists to enhance timely care

Drive-time data, visit per room ratios that exceed ACEP standards, a growing population, and the lack of choice for ED providers in the service area demonstrate the need for a new FSED in Fairview. Approval of the proposed project

will improve emergency care availability, strengthen competition, and ensure western Williamson County residents have timely access to high-quality emergency services both now and as the community continues to grow.

2. Expansion of Existing Emergency Department Facility

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

Check the Box that Applies:

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

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

A. Visits per Treatment Room

Data:

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

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

RESPONSE:

Not applicable.

B. Additional Data

Check the Box that Applies:

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

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

Data:

The applicant is encouraged to provide additional evidence of the capacity, efficiencies, and demographics of patients served within the existing host hospital ED facility in order to better demonstrate the need for expansion. The applicant may provide data relevant to patient acuity

levels, age of patients, percentage of behavioral health patients, and existence of specialty modules. If the applicant is providing additional data, at a minimum, complete the following table for the host hospital ED. Other relevant categories may be added to the table by the applicant.

Additional Data to Demonstrate Need in the Proposed Service Area: Table 2B

Emergency Department	% of Behavioral Health Patients	Statewide Average	% of Patients Level I or II	Statewide Average	% of Patients Ages 65+	Statewide Average

**Behavioral Health Patients are defined by including ICD Diagnosis Codes that are found at the following link:*

http://www.dhs.state.mn.us/main/groups/agencywide/documents/pub/dhs16_197744.pdf

*% of Patients Level I or Level II refers to the Emergency Severity Index (ESI) which has 5 levels. Hospitals should use CPT codes 99281-99285 in the HDDS. Each code pertains to a different level of severity with 99281 being the lowest and 99285 the highest.

Data related to Behavioral Health Patients are available at the following link:

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

TN Dept of Health to provide data as requested by applicant

Data Source:

Hospital Discharge Data System (HDDS)

Note: The applicant may utilize other data sources to demonstrate the percentage of behavioral health patients but should explain why the alternative data source provides a more accurate indication of the percentage of behavioral health patients than HDDS data.

RESPONSE:

Please see the response to Question 1D for data on the acuity of patients at both STWH and other area hospitals. STWH and other area hospitals serve a high percentage of patients who require more resources and more time for treatment. As the service area population continues to grow and age, the demand for emergency services will increase. A new site for emergency services will reduce the number of service area patients who need to travel to larger or more crowded EDs.

Additionally, the applicant should discuss why expansion of the existing ED is not a viable option. This discussion should include any barriers to expansion including, but not limited to, economic efficiencies, disruption of services, workforce duplication, restrictive covenants, and issues related to access. The applicant should also provide evidence that all practical efforts to improve efficiencies within the existing ED have been made, including, but not limited to, the review of and modifications to staffing levels.

RESPONSE:

Expansion of the STWH ED would not address the need for this FSED. The proposed FSED is needed principally to add ED capacity in the service area, improve geographic access for service area patients, give residents a choice between hospital systems, and alleviate current and future capacity constraints at all area EDs. As discussed in the response to Question 1B, this project will help reduce capacity constraints at the EDs near the service area.

As discussed beginning on page 37 of this attachment, in July 2025, STWH completed a \$10 million renovation and expansion of its ED to enhance clinical capacity and emergency care quality.²⁴

3. Relationship to Existing Similar Services in the Area

A. All Applicants

Data:

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

²⁴ The Tennessean, "How a \$10M emergency dept expansion will transform Nashville Ascension Saint Thomas West," July 8, 2025, available at <https://www.tennessean.com/story/news/health/2025/07/08/nashville-ascension-saint-thomas-emergency-department-expansion/84172991007>.

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

Hospital ED	County	PSA Resident ED Visits at Hospital ED from 2022 – 2024 Combined (A)	Total Service Area Resident ED Visits (B)	Market Share in Service Area ((A)/(B)) X 100 = Market Share %
Williamson Medical Center	Williamson	48,330	106,144	45.53%
Saint Thomas Hospital West	Davidson	20,101		18.94%
Vanderbilt University Medical Center	Davidson	14,079		13.26%
TriStar Centennial Medical Center	Davidson	6,819		6.42%
TriStar Horizon Medical Center	Dickson	6,001		5.65%
Saint Thomas Hospital Midtown	Davidson	4,292		4.04%
Maury Regional Medical Center	Maury	749		0.71%
TriStar Skyline Medical Center	Davidson	694		0.65%
Nashville General Hospital	Davidson	651		0.61%
TriStar Southern Hills Medical Center	Davidson	650		0.61%
TriStar Summit Medical Center	Davidson	356		0.34%
Saint Thomas Hickman Hospital	Hickman	322		0.30%
Other TN Hospitals	Various	3,100		2.92%
Total		106,144		
Satellite ED Visits YR 1		12,005		

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics, DRI #35552777

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

ZIP Code	% Highest Market Share ED	% 2nd Highest Market Share ED	% 3rd Highest Market Share ED	% Applicant Host ED (if not top 3)
37064	79% Williamson Medical Center	8% Vanderbilt University Medical Center	3% STWH	
37069	60% Williamson Medical Center	14% Vanderbilt University Medical Center	12% STWH	
37221	44% STWH	23% Vanderbilt University Medical Center	15% TriStar Centennial Medical Center	
Combo*	36% Tristar Natchez ER	20% TriStar Horizon Medical Center	12% Williamson Medical Center	11% STWH

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics, DRI #35552777

*Combo = Aggregate of zip codes 37062, 37025, and 38476.

Emergency Department Services and Utilization Trends

There is only one ED in the service area, TriStar Bellevue FSED, which recently opened and has not yet reported publicly available ED volume data.

For completeness, the applicant has provided the table on the following page, which includes Tennessee Department of Health data for all hospitals and FSEDs in the service area. As the table shows, all area EDs other than TriStar Skyline and TriStar Spring Hill Emergency Room have seen growth in the number of service area patients they have served from 2022 to 2024. With the expected population growth and aging in the service area, the applicant expects the number of ED visits by service area residents to continue to increase over the next several years, both within the STH system and at other area hospitals.

Table 3A3 Historical Utilization of EDs in the Proposed Service Area
Proposed Service Area=37062, 37025, 38476, 37064, 37069 & 37221

	2022	2023	2024	% Growth 22-24
Williamson Medical Center	15,416	16,006	16,908	9.7%
Saint Thomas Hospital West	6,473	6,982	6,646	2.7%
Vanderbilt University Medical Center	4,371	4,749	4,959	13.5%
TriStar Centennial Medical Center	2,245	2,158	2,416	7.6%
TriStar Horizon Medical Center	1,892	1,984	2,125	12.3%
Saint Thomas Hospital Midtown	1,324	1,472	1,496	13.0%
Maury Regional Medical Center	216	279	254	17.6%
TriStar Skyline Medical Center	234	239	221	-5.6%
Nashville General Hospital	194	244	213	9.8%
TriStar Southern Hills Medical Center	219	205	226	3.2%
TriStar Summit Medical Center	90	121	145	61.1%
Saint Thomas Hickman Hospital	93	131	98	5.4%
TriStar Century Farms Emergency Room	48	67	54	12.5%
TriStar Spring Hill Emergency Room	291	275	261	-10.3%
TriStar Mt. Juliet Emergency Room	14	29	30	114.3%
TriStar Natchez Emergency Room	3,634	3,662	3,640	0.2%
Other TN Hospitals	1,013	1,055	1,032	1.9%
Total	37,767	39,658	40,724	7.8%

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics, DRI #35552777

Impact of the Proposed FSED

The proposed FSED will address the service area's current and projected ED capacity needs without unnecessarily duplicating existing services:

- Improved Access: The proposed FSED will improve patient choice, reduce drive times to ED services for residents of western Williamson County and enhance patient choice by introducing another provider in the service area.
- Behavioral Health Resources: The proposed FSED will include a seclusion room that could be used for behavioral health patients as needed. The proposed FSED will also have telehealth capabilities that let onsite staff connect patients with Saint Thomas Behavioral Health Hospital providers, as appropriate to assist with patient assessment and treatment plans.
- Improved Access to Specialty Consultation via Telemedicine: The proposed FSED will give patients and clinicians access to Saint Thomas Health's physician specialists. There are over 4,000

credentialed physicians who are available to Saint Thomas Health patients. Saint Thomas Health also employs over 500 physicians.

- Fewer Patient Transfers: With onsite imaging, laboratory, telemedicine resources, and specialty consultation, the proposed FSED can evaluate and stabilize more complex patients, reducing the need for transfers to hospitals.
- Improved Geographic Access to Care: The proposed FSED will reduce travel times to emergency care for service area residents and for EMS.

B. Rural Service Area Applicants

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

☒ The proposed service area is not rural.

Data:

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

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

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

Patient Destination and Patient Origin in the Proposed Service Area – Rural: Table 3B1

Hospital ED	Patient Volumes					
	ZIP Code 1	ZIP Code 2	ZIP Code 3	ZIP Code 4	ZIP Code 5	ZIP Code 6
Hospital ED 1						
Hospital ED 2						
Hospital ED 3						
Hospital ED 4						
Hospital ED 5						
Hospital ED 6						
Other Hospitals						
Total						
Proposed FSED YR 1						

TN Dept of Health to provide data as requested by applicant

Data Source:

Hospital Discharge Data System (HDDS)

RESPONSE:

Not applicable. The service area is not designated as a rural service area.

C. Critical Access Hospitals

☐

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

☒

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

Data:

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

Critical Access Hospital Location: Table 3B2

Distance of the Proposed FSED from the CAH (miles)	Distance of the Proposed FSED from Host Hospital ED (miles)

Applicant to provide

Data Source:

Licensure Facility Search, Joint Annual Report (JAR), MapQuest, Other GPS Searching

<https://apps.health.tn.gov/facilityListings/>

<https://apps.health.tn.gov/PublicJARS/Default.aspx>

RESPONSE:

Not applicable. The service area contains no Critical Access Hospital.

4. Host Hospital Emergency Department Quality of Care

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

RESPONSE:

Data Limitations

The host hospital for the proposed FSED is STWH. STWH's ED performance was evaluated using publicly available data from the CMS Care Compare Tool, which reports data for hospital-based EDs.

Most measures requested in the FSED guide and historically included in the Hospital Outpatient Core Measure Set are no longer actively collected by CMS, or there is not enough provider-level reporting for CMS to display a comparison across facilities. Only two of the eight CMS Quality of Care measures referenced — OP-18 (Median Time from ED Arrival to ED Departure for Discharged ED Patients) and OP-23 (Head CT or MRI Scan Results for Stroke Patients within 45 Minutes of ED Arrival) — remain part of CMS's current program.

FSEDs operating as part of a hospital license do not have to separately report on many of these outpatient hospital metrics, since their data are often aggregated and reported with their host hospital's data. This further limits the availability of separate performance data for FSEDs.

Comparative Data and Tables

STWH's reported median time for OP-18 in the year ending March 31, 2025, was 206 minutes, which is longer than the average for Tennessee hospitals. STWH and Saint Thomas Hospital Midtown operate under one Medicare Provider Number, so the available CMS data reflect an average wait time across the two facilities.

Measure: OP-18 Median Time from ED Arrival to Departure for Discharged ED Patients						
Emergency Department	Timeframe	ED Time Score	Check (X) Applicable Quartile			
			≤ 25 th Percentile	25 th –50 th Percentile	50 th –75 th Percentile	≥ 75 th Percentile
			>=195	155-194	126-154	<=125
Saint Thomas Hospital**	04/01/2024-03/31/2025	206	X			

Source: CMS Care Compare, available online at <https://www.nber.org/research/data/centers-medicare-medicaid-services-cms-hospital-compare-data>. Accessed February 2026. **Saint Thomas West and Saint Thomas Midtown, combined.

CMS data on wait times are intended to be compared within hospital peer groups defined by visit volume. Historically, CMS has stratified hospitals into volume-based categories, recognizing that higher-volume EDs usually have higher average patient acuity, which naturally results in longer treatment times. The screenshot below shows the ED wait time data for Saint Thomas Midtown and West Hospitals combined for calendar year 2024 which was accessed from the CMS Care Compare website in January 2026. As the screenshot shows, CMS provided comparison times to “Other Very High Volume” hospitals by CMS.

Saint Thomas Hospital (West and Midtown Combined)

ED Wait Time from CMS Care Compare Tool (Accessed January 2026)

Average (median) time all patients spent in the emergency department before leaving from the visit, including psychiatric/mental health patients and patients who were transferred to another facility
 ⬇ A lower number of minutes is better

214 minutes ^{3.29}

Other Very High volume hospitals:

Nation: 200 minutes

Tennessee: 195 minutes

Number of included patients: 200

Average (median) time patients spent in the emergency department before leaving from the visit, excluding patients transferred to another facility or psychiatric care/mental health patients
 ⬇ A lower number of minutes is better

214 minutes ^{3.29}

Other Very High volume hospitals:

Nation: 195 minutes ^{25.26}

Tennessee: 190 minutes ^{25.26}

Number of included patients: 185

Volume legend (patients annually):

Low: 0 - 19,999

Medium: 20,000 - 39,999

High: 40,000 - 59,999

Very High: 60,000+

Source: CMS Care Compare Tool, viewed on January 16, 2026

CMS classified Saint Thomas Hospital as a “Very High Volume” ED, based on its total visit volume. CMS compares wait times only with other Tennessee and US very high-volume hospitals. As discussed earlier in Attachment 1N, STWH has a high percentage of patients that require more resources and longer assessment times in the ED, including Level I and Level II patients, and elderly patients.

When the CMS care compare website was accessed on February 26, 2026, the data did not show averages for other high-volume hospitals. The screenshot below shows the results provided on February 26, 2026.

Saint Thomas Hospital (West and Midtown Combined)
ED Wait Time from CMS Care Compare Tool (Accessed February 2026)

Average (median) time all patients spent in the emergency department before leaving from the visit, including psychiatric/mental health patients and patients who were transferred to another facility ↓ A lower number of minutes is better	206 minutes <u>3.29</u> Overall average for this measure: Nation: 168 minutes Tennessee: 168 minutes Number of included patients: 403
Average (median) time patients spent in the emergency department before leaving from the visit, excluding patients transferred to another facility or psychiatric care/mental health patients ↓ A lower number of minutes is better	205 minutes <u>3.29</u> Overall average for this measure: Nation: 162 minutes <u>25.26</u> Tennessee: 161 minutes <u>25.26</u> Number of included patients: 376

As discussed in more detail below, STWH recently completed a \$10 million renovation and expansion of its ED to enhance clinical capacity with more treatment spaces. It added six fast-track rooms to treat less-acute conditions, enabling more efficient patient flow and reducing waiting times for urgent care.²⁵ The proposed FSED is part of a larger, system-wide investment in emergency services in Middle Tennessee. Saint Thomas is dedicated to providing high-quality emergency services close to its patients’ homes. The recent STWH ED renovation was designed to improve ED throughput times at the system’s highest-acuity hospital. Internal data for January 2026 show that the average length of stay for ED patients at STWH was 172 minutes.

Saint Thomas Hospital’s score for OP-23 for the most recent data reporting period (April 2024-March 2025) was not reported.

²⁵ The Tennessean, “How a \$10M emergency dept expansion will transform Nashville Ascension Saint Thomas West,” July 8, 2025, available at <https://www.tennessean.com/story/news/health/2025/07/08/nashville-ascension-saint-thomas-emergency-department-expansion/84172991007>.

OP-23 Measure: ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation Within 45 Minutes of ED Arrival REVISED						
Emergency Department	Timeframe	ED Time Score	Check (X) Applicable Quartile			
			≤ 25 th Percentile	25 th –50 th Percentile	50 th –75 th Percentile	≥ 75 th Percentile
Saint Thomas Hospital	April 2024– March 2025	N/A	N/A	N/A	N/A	N/A

Revised Table Source: CMS Care Compare Database. File "Hospitals_04_2025.zip" and files Timely_and_Effective_Care-Hospital.xls, Timely_and_Effective_Care-National.xls, and Timely_and_Effective_Care-State.xls downloaded in July 2025 from <https://data.cms.gov/provider-data/archived-data/hospitals>.

Data on other measures in the FSED Guide are not publicly available or too few hospitals report for CMS to publish a comparison.. The OP-18 measure is the primary outpatient ED metric available publicly. However, it does not present the full picture of the ED at the host hospital and recent investments and improvements in wait times.

Recent Improvements to Saint Thomas West Emergency Services

In July 2025, Saint Thomas Hospital West completed a \$10 million renovation and expansion of its ED to improve ED capacity and quality.²⁶ The updated ED added new treatment spaces, including the addition of three critical care rooms (bringing the total to 30) for seriously ill or injured patients and six fast-track rooms for less acute conditions, enabling more efficient patient flow and reducing waiting times for urgent care.²⁷

The renovation includes private patient rooms equipped with adjustable privacy glass, multiple rapid assessment bays to expedite triage and evaluation, and a newly constructed ambulance bay capable of accommodating multiple EMS units simultaneously, with direct adjacency to the hospital's helipad.²⁸ These enhancements improve patient flow, strengthen coordination with EMS providers, and enhance throughput for both ground- and air-transported patients.

The renovation also included an upgraded cardiac CT scanner and a radiology team on standby to accelerate diagnosis for time-sensitive emergencies such as stroke and heart attack, with stated goals of intervening within 30 minutes for stroke patients and achieving door-to-balloon time within 40 minutes for heart attack patients, compared to a national average door-to-treatment time of one hour.²⁹ The project further includes a separate waiting area for lower-acuity patients and an expanded first-responder lounge to support patient flow and EMS coordination.³⁰ This renovation built on the hospital's existing strengths in specialized care, including its long-established accredited chest pain program and highly regarded stroke services, which together treated more than 1,085 heart attack patients and 1,069 stroke patients in the prior year, including many through the ED.³¹

²⁶ The Tennessean, "How a \$10M emergency dept expansion will transform Nashville Ascension Saint Thomas West," July 8, 2025, available at <https://www.tennessean.com/story/news/health/2025/07/08/nashville-ascension-saint-thomas-emergency-department-expansion/84172991007>.

²⁷ *Ibid.*

²⁸ *Ibid.*

²⁹ *Ibid.*

³⁰ *Ibid.*

³¹ *Ibid.*

Responding to demographic trends, the hospital incorporated geriatric-focused design features and expanded services for older patients. Saint Thomas West was the first Level III geriatric ED accredited in Tennessee, with staff trained and facilities adapted to support senior patients (e.g., non-slip flooring, ADA-compliant features, mobility aids).³²

By increasing capacity, enhancing diagnostics equipment, and instituting specialized pathways for high-acuity conditions, the renovation improved the host hospital's ability to provide high-quality, timely emergency care.

5. Appropriate Model for Delivery of Care

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

The proposed FSED represents the most appropriate and strategically sound model for delivering emergency care in western Williamson County. While the service area is experiencing sustained residential growth, it is geographically isolated from existing EDs and residents do not have a choice of ED providers within the service. The proposed FSED is uniquely suited to address these access and consumer choice issues.

The proposed FSED will be located next to a new Dickson Medical Associates medical office building. Dickson Medical Associates have been serving area patients for over 40 years. The multispecialty practice has over 40 physicians and mid-level providers that offer the latest in medical technology and patient care for the five counties it serves. STWH will partner with Dickson Medical Associates to educate patients about services available at an FSED, and which conditions are appropriately treated at an FSED rather than a physician's office or urgent care clinic. For patients that are more suitably treated at an urgent care, there is a Fast Pace Health urgent care clinic in the community.³³

Existing Service Availability

Williamson County has only one hospital-based ED, Williamson Medical Center, located near the geographic center of the county and about 57 minutes from Fairview. There are no existing or approved FSEDs within Williamson County.

There is no ED within a 20-minute drive of the proposed Fairview location. The closest facilities—TriStar Natchez FSED (21 minutes), TriStar Bellevue FSED (26 minutes), and TriStar Horizon Medical Center (27 minutes)—are all affiliated with the same health system. All other EDs are more than 30 minutes away under typical midday conditions.

This geographic gap in emergency care in western Williamson County is not limited by lack of regional hospital capacity but by the absence of local emergency care in the service area. The proposed FSED is specifically designed to address this access deficiency by placing hospital-level emergency services in the City of Fairview and improving patient choice.

Geographic and Community Appropriateness

Western Williamson County is a growing suburban area within the greater Nashville metropolitan region. Residential development and the resulting population growth are increasing demand for timely emergency services, while traffic congestion and travel distances to Nashville-area hospitals create practical access barriers.

FSEDs are well suited for suburban communities where many emergency visits involve conditions that require prompt evaluation and stabilization but do not all require an inpatient admission. The FSED model allows:

³² *Ibid.*

³³ More information available at [Fairview, TN | Urgent Care - Fast Pace Health](#)

- Rapid triage, evaluation, and stabilization
- Treatment of low- to moderate-acuity emergencies locally
- Efficient transfer or referral to an area hospital when inpatient or higher-acuity outpatient services are required

For residents of the service area, the proposed FSED will convert a commute into Nashville or to distant facilities into immediate local access to emergency care.

Improving Patient Choice

The proposed FSED will improve the current emergency care landscape:

- Improving Patient Choice: The only ED in the service area is TriStar Bellevue FSED and six of the seven FSEDs serving adjacent counties are affiliated with TriStar. The proposed FSED will improve patient choice by introducing a new provider in the service area and in western Williamson County.
- Transfer Destination Flexibility: Patients requiring admission will have a choice of provider to Saint Thomas Health system hospitals as well as any other area hospital that is appropriate to meet their clinical needs. This further improves choice by offering patients options for inpatient and follow-up care.
- Enhanced Patient Experience: FSEDs offer streamlined triage, shorter wait times, modern treatment space, and a lower-volume environment compared to high-acuity hospital EDs in Nashville. This model improves patient experience while preserving hospital ED capacity for the most complex cases.

Appropriateness of the FSED Model in Current Healthcare Delivery

The FSED model deploys emergency services efficiently and responsively in growing suburban markets without requiring construction of a full-service hospital. It provides:

- Hospital-level emergency services
- Onsite diagnostic imaging and laboratory services
- Telemedicine access to specialists
- Seamless transfer capability to host hospitals

For western Williamson County, where the primary barrier is geographic distance rather than overall regional hospital capacity, an FSED is the most proper facility.

Conclusion

The proposed FSED is the proper facility for the service area because it:

- Improves geographic access in a demonstrably isolated part of Williamson County
- Offers ED access on SR-100, letting residents avoid travel on congested I-40 for emergency services
- Expands patient choice for emergency services and downstream care
- Provides a scalable, efficient, hospital-level emergency care solution aligned with community growth

The FSED model represents the most reasonable, responsive, and strategically appropriate delivery mechanism to meet the current and future emergency care needs of western Williamson County.

6. Geographic Location

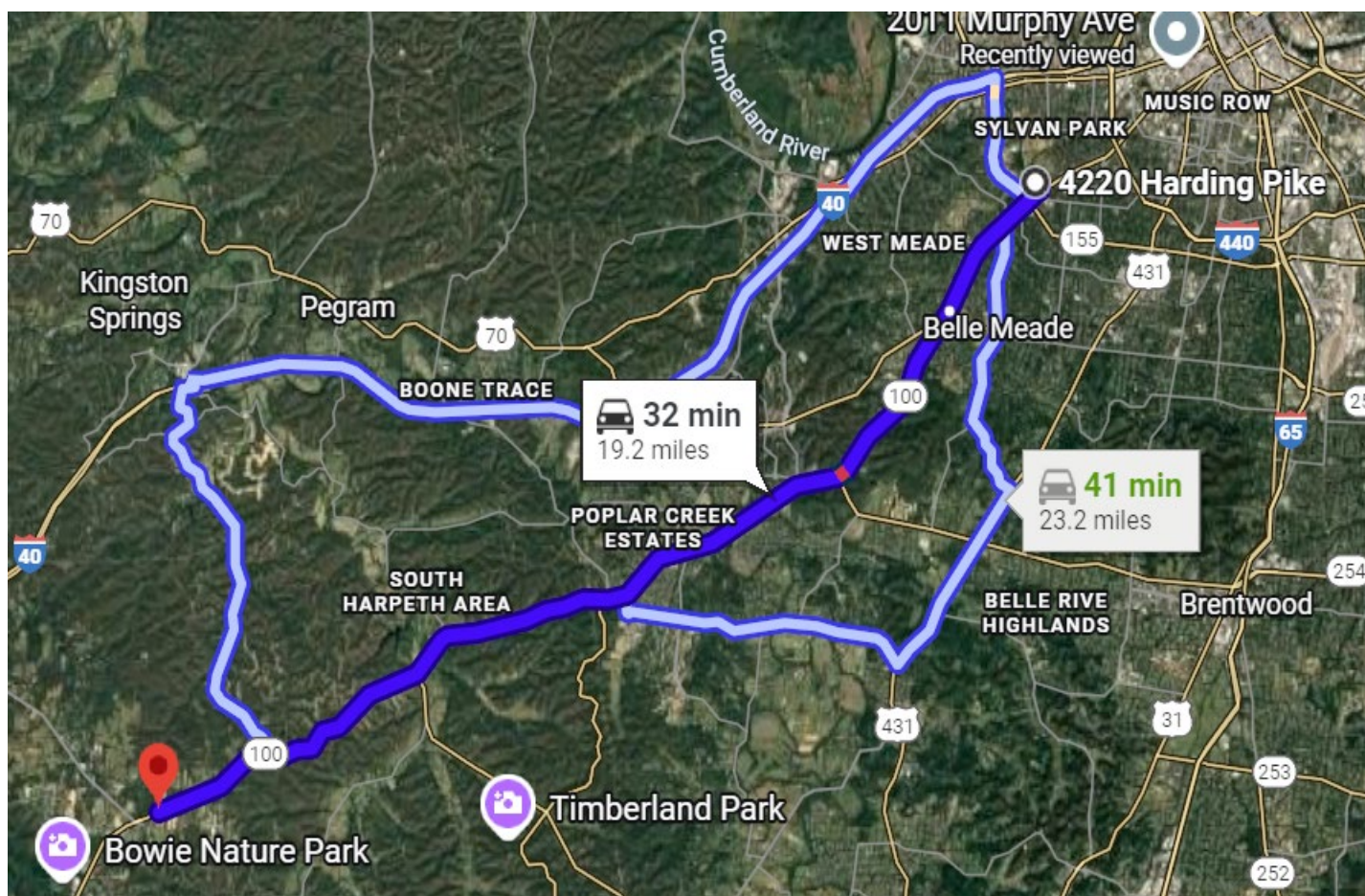
Data:

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

RESPONSE:

The applicant meets this requirement. As the map below shows, the proposed FSED will be about 19 road miles from STWH, the host hospital.

Distance from Saint Thomas West Hospital to Proposed FSED



Source: Google Maps.

7. Access

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

RESPONSE:

STWH will provide equitable access to emergency care for all service area residents. The FSED will be open 24/7 and staffed by board-certified emergency physicians, nurses, and support personnel, offering the same level of care as a hospital-based ED. STH accepts a wide range of insurance plans, including Medicare, Medicaid/TennCare, TRICARE, and commercial payers. As a not-for-profit healthcare ministry of Ascension, the proposed FSED will care for all patients regardless of insurance product or ability to pay in alignment with STWH's mission and charity care policies. Saint Thomas Health and thus, the applicant, makes allowances for all persons who have income at less than 400% of the federal poverty level. For those with incomes less than 250% of the poverty level, balances are written off entirely.

The proposed FSED will serve as an important access point for emergency care in the western part of Williamson County, where service area travel times to the nearest ED exceed 20 minutes.

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

8. Services to High Need Populations

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

Data:

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

RESPONSE:

The proposed FSED will serve high-need and underserved populations, including the underinsured and uninsured. This will include providing care to patients with TennCare as their primary payor.

STWH has historically provided emergency care in its on-campus ED to patients of all payor sources, including Medicaid/TennCare, CoverKids, and Medicare. Of the 34,083 visits to the STWH ED for 2024, 6.3% had Medicaid/TennCare as the payor source and 45.0% had Medicare/Medicare Advantage as the payor source.

Charity care will be provided under the policies of Saint Thomas Health with Ascension Saint Thomas. Underinsured patients who do not meet charity care criteria will receive discounts to reduce financial burden and provide access to needed care. The discount guidelines provide a graduated discount based on the patient's family income. The discounts range from 100% for patients at less than or equal to 250% of the Federal Poverty Guidelines, to a 79% discount for families whose income is between 351% and 400% of the Federal Poverty Guidelines.

The financial assistance policy is available at: https://healthcare.ascension.org/-/media/healthcare/financial-assistance/tennessee/tnnas/fap/runningfile_tnnas_english_financial-assistance-policy.pdf.

Payor Mix of Total Resident FY 2024 ED Visiting at Acute Care Hospitals												
	37064		37069		37221		Combo*		Service Area		All STWH ED Visits	
	Visits	%	Visits	%	Visits	%	Visits	%	Visits	%	Visits	%
Commercial	7,714	46.0%	1,961	55.9%	4,415	42.3%	3,472	34.8%	17,562	43.1%	12,016	35.3%
Medically Indigent/Free	32	0.2%	*	*	85	0.8%	271	2.7%	388	1.0%	**	**
Medicare	5,999	35.7%	1,178	33.6%	3,450	33.0%	2,532	25.3%	13,159	32.3%	15,350	45.0%
Other	338	2.0%	*	*	348	3.3%	278	2.8%	964	2.4%	**	**
Self-Pay	1,287	7.7%	144	4.1%	844	8.1%	857	8.6%	3132	7.7%	4,561	13.4%
TennCare/Medicaid	1,411	8.4%	126	3.6%	1,302	12.5%	2,581	25.8%	5,420	13.3%	2,156	6.3%
Total	16,781	100.0%	3,508	100.0%	10,444	100.0%	9,991	100.0%	40,724	100.0%	34,083	100.0%

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics, DRI #35552777.

*Combo = Aggregate of zip codes 37062, 37025, and 38476.

** Data is suppressed when numbers are less than 11.

All TN residents and out-of-state patients are included in the All STWH Area Total & columns.

The payor mix for the proposed FSED is based on the historical payor mix of service area patients seen at STWH. Please note, those percentages are different than the overall payor mix at STWH. The table below provides the payor mix for STWH ED visits from service area residents only. Please note the projected payor mix relies on Tennessee Hospital Association Data, as the Department of Health data does not provide payor mix at STWH limited to the six service area zip codes.

	STWH Service Area ED Visits	
	ED Visits	% of Service Area ED Visits
Commercial	1,143	42.59%
Medically Indigent/Free	<i>In Self-Pay</i>	0.00%
Medicare	1,008	37.6%
Other	17	0.6%
Self-Pay	297	11.1%
TennCare/Medicaid	219	8.2%
Total	2,684	100.0%

Source: Tennessee Hospital Association Data.

9. Establishment of Service Area

A. Establishment of Non-Rural Service Area



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



The proposed service area is rural.

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

Data:

Socio- demographics of the service area

Projected populations to receive services

Complete the following tables to demonstrate:

a. Patient origin by ZIP Code for the hospital's existing ED in relation to the proposed service area for the FSED

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

Zip Code	Host Hospital (STWH) ED Visits 2024	% of Total	Cumulative %
37221	4,639	13%	13%
37064	440	1%	14%
37069	435	1%	15%
Combo*	1,132	3%	19%
<i>Sub-Total</i>	<i>6,646</i>	<i>19%</i>	
All Other Areas	29,116	81%	100%
Grand Total	35,762	100%	

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics, DRI #35552777

**Combo = Aggregate of zip codes 37062, 37025, and 38476.*

b. Patient Origin by ZIP Code of the service area residents (i.e., market share).

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

RESPONSE:

The table on the following page summarizes the top 25 resident ZIP codes for emergency department visits in 2024 and includes utilization trends for 2022–2024. These data demonstrate that the hospital draws emergency department patients from a broad regional service area and that utilization from these ZIP codes has remained consistently strong over the three-year period. The Tennessee Department of Health data provided for this analysis did not include utilization from ZIP codes 37062 (Fairview), 37025 (Bon Aqua), and 38476 (Primm Springs) individually. However, the Tennessee Department of Health data did include the visits from residents of these three zip codes combined to STWH. The following table provides those aggregated zip code visits for 2024. The table also indicates FSED service area zip codes in green.

Top 25 Emergency Room Visit by Resident Zip Codes for 2024 (with 2022–2024 Utilization)

Patient Zip Code	Data Year		
	2022	2023	2024
37221	4,645	4,851	4,639
37000	3,826	4,250	3,949
37209	2,767	3,140	3,028
37205	2,514	2,675	2,700
37200	1,958	2,113	2,030
37100	1,616	1,704	1,687
37215	1,512	1,573	1,569
37211	1,254	1,323	1,332
37013	944	1,167	1,177
37062/37025/38476 Combined	990	1,191A	1,132
37027	846	856	890
37207	761	906	827
37217	412	448	499
37203	431	523	445
37064	425	512	440
37069	413	428	435
37115	408	398	432
37208	405	458	382
37072	340	319	367
37055	367	413	360
37042	347	419	358
38300	325	348	348
37043	325	389	340
37214	253	315	337
37138	170	223	318
37206	350	302	301

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics, DRI #35552777

The table on the following page shows 2024 ED visits for hospitals and FSEDs located in Williamson, Dickson, Hickman, Davidson, and Maury Counties by patients' zip code of origin. The table shows service area residents are travelling east to Williamson Medical Center and north into Nashville for emergency care. The proposed FSED will provide local access for service area residents and will not require travel on the congested I-40 or into downtown Nashville.

2024 Emergency Room Visits by Patient Zip Code: Table 9A2
(Department of Health Data)

	37064 (Franklin, Williamson County)	37069 (Franklin, Williamson County)	37221 (Bellevue, Davidson County)	Combo**	Service Area Total***	Other Zip Codes	Total ER Visits
Williamson Medical Center	13,306	2099	256	1247	16,908	39,346	56,254
Saint Thomas Hospital West	440	435	4,639	1132	6,646	29,116	35,762
Vanderbilt University Medical Center	1324	481	2,404	750	4,959	129,662	134,621
FSED: TriStar Natchez ER	48	*	*	3557	3,605	13,076	16,716
TriStar Centennial Medical Center	313	153	1516	434	2,416	63,913	66,329
TriStar Horizon Medical Center	41	17	36	2031	2,125	36,620	38,745
Saint Thomas Hospital Midtown	370	110	800	216	1,496	54,307	55,803
FSED: TriStar Spring Hill ER	209	*	*	40	249	14,428	14,689
Maury Regional Medical Center	98	*	*	140	238	46,212	46,466
TriStar Southern Hills Medical Center	104	20	76	26	226	37,176	37,402
TriStar Skyline Medical Center	43	11	98	69	221	55,908	56,129
Nashville General Hospital	23	*	165	*	188	26,346	26,559
TriStar Summit Medical Center	42	14	68	21	145	48,532	48,677
FSED: TriStar Century Farms ER	15	*	28	*	43	21,426	21,480
FSED: TriStar Mt. Juliet ER	*	*	12	*	12	21,309	21,339
Saint Thomas Hickman Hospital	*	0	*	*	0	3,677	3,775
Other EDs in Tennessee	386	137	296	213	1,032	2,791,180	2,792,212
Total	16,781	3,508	10,444	9,991	40,724	641,054	680,746

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics, DRI #35552777

* Data suppressed due to counts less than 11

** Combo = Aggregate of zip codes 37025 (Bon Aqua, Hickman County), 37062 (Fairview, Williamson County), and 38476 (Primm Springs, Williamson County).

*** Values suppressed due to counts fewer than 11 were treated as zero for purposes of calculating totals to provide a conservative estimate. Therefore, the service area totals presented may be understated.

The following table presents the same analysis of emergency department visits by patient ZIP code of residence using Tennessee Hospital Association (THA) data, as requested by the Health Facilities Commission staff in the supplemental questions. Unlike the TDH dataset, the THA data separately identifies ZIP codes 37025, 37062, and 38476, allowing those communities to be reflected in the analysis.

2024 Emergency Room Visits by Patient Zip Code: Table 9A2
(Tennessee Hospital Association Data)

	37025 (Bon Aqua, Hickman County)	37062 (Fairview, Williamson County)	37064 (Franklin, Williamson County)	37069 (Franklin, Williamson County)	37221 (Bellevue, Davidson County)	38476 (Primm Springs, Williamson County)	Service Area Total
Williamson Med Cntr	159	958	13,308	2,099	256	130	16,910
Saint Thomas West Hospital	173	907	440	435	4,641	52	6,648
TriStar Horizon Med Cntr	3,620	1,794	89	18	70	174	5,765
Vanderbilt Univ Med Cntr	201	520	1,324	481	2,404	29	4,959
TriStar Centennial Med Cntr	121	333	522	161	1,520	20	2,677
Saint Thomas Midtown Hospital	75	134	371	110	800	7	1,497
TriStar Southern Hills Med Cntr	8	20	119	28	104	1	280
Maury Reg Med Cntr	45	15	98	7	9	80	254
TriStar Skyline Med Cntr	34	33	43	11	98	2	221
Nashville Gen Hospital	1	18	22	3	158	-	202
TriStar Summit Med Cntr	6	15	55	17	80	2	175
Saint Thomas Rutherford Hospital	3	19	68	16	43	2	151
Other	144	114	332	125	258	21	994
Total	4,590	4,880	16,791	3,511	10,441	520	40,733

Source: 2024 Tennessee Hospital Association Data. The applicant understands the requested source for this table is the Tennessee Department of Health. The applicant has made that request under DRI Request 35552777 and will supplement this application with that data, when received.

Rapid and Sustained Population Growth

Williamson County and the proposed service area are experiencing population growth that exceeds statewide averages. According to *Esri* demographic estimates and projections,³⁴ between 2025 and 2030:

- Tennessee’s total population is projected to grow by 4.03%
- Williamson County’s population is projected to grow by 9.77%, adding about 27,165 residents
- The City of Fairview’s population is projected to grow by 11.39%
- The population within ZIP code 37062 is projected to grow by 11.01%

³⁴ *Esri*, 2025 & 2030 Demographic Estimates, based on US Census and *Esri* demographic modeling.

- The entire service area ZIP codes 37062, 37025, 38476, 37064, 37069, and 37221 are projected to grow by 6.77%, adding 10,839 residents over the five-year period

Long-term projections show this growth is expected to continue. Since 2020, Williamson County has added over 30,264 residents, an 11% increase in population. It is expected to have over 390,000 residents by 2045.³⁵ Since 2020, Fairview's population has grown about 14% and is expected to grow by an additional 11% by 2030.³⁶

Aging Population and High-Need Demographics

The service area is also experiencing rapid growth in its senior population. Between 2025 and 2030, the population aged 65 and older is projected to grow by 24.36% in the City of Fairview, by 21.66% within zip code 37062, and by 22.27% in Williamson County, all well above the projected statewide growth rate of 13.37% for this age group.³⁷

The population aged 65 and older in the overall service area is projected to grow from 29,829 seniors in 2025 to 34,972 seniors (17.24%) over the next five years. The aging of the service area population will increase demand for emergency services due to the higher prevalence of chronic conditions, acute events, falls, and other time-sensitive medical needs common among older adults.

Transportation, Commuter Patterns, and Access Barriers

The proposed FSED is in western Williamson County along SR-100, a principal east-west transportation corridor connecting Fairview with Nashville and serving as a key commuter route for residents traveling between western Williamson County and Davidson County. This location provides direct access to regional travel routes and serves as a key connection point for residents traveling to and from the service area counties. From this location, travel to emergency services outside the service area requires northbound routing to I-40 toward the TriStar Bellevue FSED or the TriStar Natchez ER, or travel east toward Williamson Medical Center via SR-100 and connecting roadways.

The Greater Nashville Regional Council projects that between 2010 and 2040 traffic volumes across the Middle Tennessee region will increase by 86%, while miles traveled in congested conditions are expected to rise by 162% and average travel speeds are projected to decline by 26%, absent significant capacity expansion.³⁸

- Williamson County residents have an average commute time of 27.9 minutes, and 28.7% of employed residents work outside Williamson County.³⁹ Over 36,300 Williamson County residents commute to Davidson County and nearly 37,700 Davidson County residents commute into Williamson County.⁴⁰

³⁵ Tennessee State Data Center, Boyd Center for Business and Economic Research, Boyd Center Population Projections, 2022-2070.

³⁶ *Esri*, 2025 & 2030 Demographic Estimates, based on US Census and *Esri* demographic modeling.

³⁷ *Esri*, 2025 & 2030 Demographic Estimates, based on US Census and *Esri* demographic modeling.

³⁸ Williamson, Inc., "Market Research – Quality of Life," accessed February 4, 2026, <https://williamsonchamber.com/marketresearch/quality-of-life/>.

³⁹ Tennessee Department of Labor & Workforce Development, Tennessee Labor Market Report, December 2025, available at <https://www.tn.gov/content/dam/tn/workforce/documents/LMR/LMRDec2025.pdf>.

⁴⁰ Williamson, Inc., "Market Research – Quality of Life," accessed February 4, 2026, <https://williamsonchamber.com/marketresearch/quality-of-life/>.

- Commuting patterns in Fairview are similar: In 2023, 237 residents were working within Fairview, while 1,387 workers commuted into the city and 4,489 residents commuted out of the city for employment.⁴¹
- According to TDOT Annual Average Daily Traffic (AADT) Maps⁴²:
 - Traffic counts near the proposed site on SR-100 grew from 12,719 vehicles per day in 2020 to 15,456 vehicles per day in 2024. Over the most recent two-year period, traffic volumes here increased sharply, with AADT growing by 25% between 2023 and 2024. Having an ED in this location will reduce travel times for residents and improve timely access for those involved in accidents along this roadway.
 - While SR-100 traffic has increased, this roadway is still far less congested than I-40, the route many service area residents must use to access ED services. A TDOT monitoring station on I-40, north of the proposed site between the Dickson County line and SR-96, recorded AADT of 42,000 vehicles per day in 2024, up from AADT of 28,523 vehicles in 2020.⁴³

The increasing congestion impedes timely access for emergency services. The proposed FSED would reduce travel time for service area residents and improve timely access.

Strategic Placement of the Proposed FSED

The proposed STWH Fairview FSED is strategically located within the western portion of Williamson County, positioned to serve Fairview and surrounding communities within the service area that rely on SR-100 for regional travel.

This location allows for:

- Reduced travel times for residents who would otherwise face increasing traffic delays accessing TriStar Bellevue FSED to the north and Williamson Medical Center to the east
- Improved access for a growing population of elderly and high-risk patients who may face adverse outcomes from delayed emergency care
- Balanced geographic distribution of emergency services that directly aligns with current population centers and future residential growth

Optimal Balance of Need and Proximity

The service area selected for the proposed FSED reflects a carefully considered balance between:

- Documented rapid population growth
- Expanding elderly population and increasing high-need demographics
- Increasing traffic congestion that impairs access to timely emergency care

⁴¹ United States Census Bureau, OnTheMap, accessed February 5, 2026, available at <https://onthemap.ces.census.gov/>.

⁴² Tennessee Department of Transportation, Traffic Count Annual Average Daily Traffic Maps, Location ID 94000098, accessed February 4, 2026, <https://tdot.public.ms2soft.com/tcds/tsearch.asp?loc=Tdot&mod=TCDS>.

⁴³ Tennessee Department of Transportation, Traffic Count Annual Average Daily Traffic Maps, Location ID 94000221, accessed February 5, 2026, <https://tdot.public.ms2soft.com/tcds/tsearch.asp>

- Geographic positioning that complements existing emergency department coverage within Williamson County

The proposed STWH Fairview FSED will improve timely access to emergency services for residents and commuters in a growing and increasingly congested portion of the Nashville metropolitan region.

B. Establishment of Rural Service Area

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

☒ The proposed service area is non-rural.

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

Data:

Applicant to provide

Data Source:

Licensure facility search, Joint Annual Reports (JAR), MapQuest, Other GPS searching

<https://apps.health.tn.gov/facilityListings/>

<https://apps.health.tn.gov/PublicJARs/Default.aspx>

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

RESPONSE:

Not applicable.

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

Data:

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

RESPONSE:

Williamson County (and therefore each of the service area ZIP codes in Williamson County) are not considered medically underserved areas or shortage areas for mental health services. Data are not available by ZIP code. For completeness, the following table includes neighboring counties the service area extends into. Neighboring counties have some underserved areas or populations as shown in the table below.

Underserved Geographic Areas and Underserved Population Groups: Table 10

Proposed Service Area ZIP Code and/or County	Medically Underserved Area	Medically Underserved Populations	Health Professional Shortage Area	Shortage Area for Mental Health Services
Davidson County	X		X	X
Williamson County				
Dickson County		X	X	X
Hickman County	X		X	X
Maury County			X	X

Source: US Department of Health and Human Services, Health Resources and Services Administration.

The proposed FSED will improve access to high-quality care and will be staffed by board-certified emergency physicians, nurses, and support personnel, offering the same level of care as a hospital-based ED. The behavioral health services the proposed FSED will provide, including telehealth, will improve access to mental health services.

11. Composition of Services

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

RESPONSE:

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

Composition of Services: Table 11

Position Type	Hours Available	Onsite	Contracted or In-House
Laboratory	24/7/365	Yes	In-House
X-Ray	24/7/365	Yes	In-House
CT Scanner	24/7/365	Yes	In-House
Ultrasound	24/7/365	Yes	In-House
Pharmacy	24/7/365	Yes	In-House
Respiratory	24/7/365	Yes	In-House
Other*	24/7/365	Yes	In-House

**Please see Table 14 for employed staff providing services at the proposed FSED.*

12. Pediatric Care

The applicant should demonstrate a commitment to maintaining at least a Primary Level of pediatric care at the FSED as defined by CHAPTER 1200-08-30 Standards for Pediatric Emergency Care Facilities including staffing levels, pediatric equipment, staff training, and pediatric services. Applicants should

include information detailing the expertise, capabilities, and/or training of staff to stabilize or serve pediatric patients. Additionally, applicants shall demonstrate a referral relationship, including a plan for the rapid transport, to at least a general level pediatric emergency care facility to allow for a specialized higher level of care for pediatric patients when required.

RESPONSE:

Saint Thomas Health will provide emergency care to pediatric patients at the proposed FSED. The health system delivers emergency services to pediatric patients at its STWH campus and will extend the same level of care and preparedness to the FSED. The facility will meet or exceed the requirements for Primary Level Pediatric Emergency Care as defined in CHAPTER 1200-08-30 Standards for Pediatric Emergency Care Facilities, including appropriate staffing levels trained in pediatric emergency care, pediatric-specific equipment and supplies, and ongoing staff training in pediatric assessment, stabilization, and treatment. Low- to moderate-acuity pediatric patients will be treated and managed onsite, while those requiring a higher level of care will be stabilized and transferred to a general or higher-level pediatric emergency care facility. These transfers are coordinated through the Saint Thomas Transfer Center, which ensures timely and efficient access to the proper level of care.

13. Assurance of Resources

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

RESPONSE:

The letter of support is no longer required as it is a relic of an earlier statutory framework which included consideration of economic feasibility.

14. Adequate Staffing

A. All Applicants

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

RESPONSE:

Saint Thomas Health (STH) has years of experience in properly staffing emergency care facilities. The proposed FSED will be staffed with board-certified or board-eligible emergency physicians, assisted by trained and experienced RN staff certified in emergency nursing care and/or advanced cardiac life support. These specialists will be onsite 24 hours a day every day of the year. All emergency physicians and nurses will be part of STWH's single organized medical and nursing staff, governed by the same bylaws.

The FSED will require about 25.1 full-time employee (FTE) positions for direct-patient care and about 7.2 positions for non-direct-patient care, for a total of 32.3 FTE positions.

The table below summarizes the staffing levels by position for the FSED.

Staffing Patterns: Table 14

Position Type	FTEs Needed for Proposed FSED	FTEs Currently Employed	FTEs That Will Be Recruited
Physicians	4.2	0	4.2
Registered Nurses (RNs)	11.5	0	11.5
ER Tech	0	0	0
EVS Tech	1.4	0	1.4
Radiology Tech	4.2	0	4.2
CT Tech	(included in Radiology Tech)		
Ultrasonographer	0.5	0	0.5
Medical Tech (Lab Tech)	5.2	0	5.2
Other	5.3	0	5.3

B. Non-Rural Staffing Requirements

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

☐ The proposed service area is rural.

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

RESPONSE:

The project will be staffed with 32.3 FTEs. The facility will be staffed onsite by board-Certified or board-eligible emergency physicians and at least one RN at all times (24/7, 365 days a year). All physicians will be members of the host hospital's medical staff. Whenever possible, the applicant will recruit RNs certified in emergency nursing care

and/or advanced cardiac life support. All nursing services will be provided in compliance with the host hospital's standards of care and written policies and procedures.

C. Rural Staffing Requirements

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

☒ The proposed service area is non-rural.

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

RESPONSE:

Not applicable.

15. Medical Records

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

RESPONSE:

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

16. Stabilization and Transfer Availability for Emergent Cases

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

RESPONSE:

STWH has a well-established system for stabilizing patients. It has protocols in place to ensure rapid transport to facilities with higher levels of emergency care when necessary. These protocols will be fully implemented at the proposed FSED. All stabilization and transfer procedures will comply with the Emergency Medical Treatment and Labor Act (EMTALA) and applicable state regulations. The FSED will maintain written transfer agreements and protocols to ensure timely and appropriate patient handoffs.

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

The largest percentage of patients are expected to be walk-in patients. EMS will ultimately determine which patients are appropriate given the patient's condition, location, patient choice and a variety of other factors.

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

17. Education and Signage

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

RESPONSE:

The applicant will inform the community about the emergency services available at the FSED. Community education and signage will be provided to ensure residents, public officials, and EMS services understand the capabilities of the FSED and the rapid transport options for patients when necessary. A transfer plan will be available for patients needing a higher level of care or a more specific level of treatment at a better-staffed and/or equipped facility.

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

Community education efforts will include:

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

The proposed FSED will be located next to a new Dickson Medical Associates medical office building. Dickson Medical Associates have been serving area patients for over 40 years. The multispecialty practice has over 40 physicians and mid-level providers that offer the latest in medical technology and patient care for the five counties it serves. STWH will partner with Dickson Medical Associates to educate patients about services available at an FSED, and which conditions are appropriately treated at an FSED rather than a physician's office or urgent care clinic.

18. Community Linkage Plan

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

RESPONSE:

STWH will actively participate in a Community Linkage Plan to address mental health, substance abuse, and behavioral health crisis intervention in the service area. STWH actively participates in a broader behavioral health network and supports community-based services that address mental health, substance use, and social determinants of health. The proposed FSED will have telehealth available, as well as access to the behavioral health resources and providers at the Saint Thomas Behavioral Health Hospital in Nashville.

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

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

- Indigent Care Clinics

These programs are designed to reduce preventable ED visits by improving access to preventive care, chronic disease management, and social support services. STH also collaborates with local and regional behavioral health providers, including inpatient psychiatric facilities and outpatient mental health clinics, to ensure patients receive appropriate follow-up care. The hospital's social work team facilitates these linkages and assists with discharge planning, transportation coordination, and insurance navigation.

A representative listing of community partners follows:

- Special Kids
- YWCA
- TN Medical Foundation
- Nurses for Newborns
- United Way
- Mending Hearts
- Family & Children's Service
- GraceWorks
- The Next Door
- Begin Anew
- AgeWell
- Faith Family Medical Center
- Conexion Americas
- Healing Housing
- Junior Achievement
- AGAPE
- Ella's House
- Barefoot Republic
- TennGreen Land Conservancy
- Sexual Assault Center
- Gilda's Club
- Interfaith Dental
- Second Harvest Food Bank
- Williamson, Inc.

19. Data Requirements

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

RESPONSE:

The applicant agrees to this.

20. Quality Control and Monitoring

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

RESPONSE:

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

21. Provider-Based Status

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

RESPONSE:

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

22. Licensure and Quality Considerations

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

RESPONSE:

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

Attachment 1NA Revised

Emergency Department	Distance in MILES to the Center of the Following Counties/ Zip Codes	Davidson County	Williamson County	Dickson County	Hickman County	Maury County	37062 (Home ZIP)	37025	38476	37064	37069	37221	Distance in MILES to the Proposed FSED Site (1866 Fairview Blvd, Fairview, TN 37062)
Applicant													
Ascension Fairview FSED	1866 Fairview Blvd, Fairview, TN 37062	31.8	18.1	20.3	31.0	40.5	1.0	11.1	20.2	18.1	17.1	20.6	N/A
FSEDs													
Summit Mt Juliet ER	100 Summit Blvd, Mt. Juliet, TN 37122	21.7	37.3	57.3	82.5	69.3	52.4	65.9	66.6	44.1	35.8	34.9	46.8
TriStar Bellevue ER	7734 Highway 70, Bellevue, TN 37221	15.5	26.4	24.1	50.7	66.1	20.6	34.1	42.3	26.4	18.2	10.0	18.5
TriStar Century Farms ER	2127 Century Farms Pkwy, Antioch, TN 37013	14.1	27.9	49.0	74.2	60.0	44.1	57.6	57.2	34.7	18.5	26.7	38.5
TriStar East Nashville ER	800 Dickerson Pike, Nashville, TN 37207	1.4	22.9	39.0	64.3	56.1	34.2	47.7	55.9	29.7	21.5	16.7	28.5
TriStar Spring Hill ER	3001 Reserve Blvd, Spring Hill, TN 37174	37.9	19.2	48.8	42.8	19.7	31.7	29.9	23.6	18.3	28.2	47.5	32.8
TriStar Natchez ED	107 Natchez Park, Dickson, TN 37055	37.9	33.3	12.9	24.4	36.3	14.2	8.6	16.0	28.7	32.3	25.8	16.3
TriStar Nolensville FSED	2000 Ava Place, Nolensville, TN 37135	21.4	15.9	56.3	69.4	49.2	32.1	49.5	46.0	22.7	17.9	33.9	31.2
Hospitals													
Ascension Saint Thomas Hospital Midtown	2000 Church Street, Nashville, TN 37203	2.9	21.2	35.0	62.6	53.3	30.1	43.6	51.8	27.9	19.7	12.6	24.5
Metropolitan Nashville General Hospital	1818 Albion Street, Nashville, TN 37208	2.0	21.7	35.0	62.8	53.7	30.1	43.6	51.8	28.6	15.9	12.8	24.6
Saint Thomas West Hospital	4220 Harding Pike, Nashville, TN 37205	6.3	21.9	35.3	61.9	55.1	20.2	42.9	40.7	21.9	12.0	12.0	19.2
TriStar Centennial Medical Center	2300 Patterson Street, Nashville, TN 37203	3.1	21.9	34.4	62.0	54.0	29.5	43.0	51.2	27.9	14.4	12.1	23.9
TriStar Skyline Medical Center	3441 Dickerson Pike, Nashville, TN 37207	6.5	28.1	42.8	67.0	61.3	36.9	50.4	58.6	35.3	27.1	19.5	47.0
TriStar Southern Hills Medical Center	391 Wallace Road, Nashville, TN 37211	11.0	17.3	43.2	70.0	50.5	38.3	38.0	46.6	24.1	15.9	20.9	26.5
TriStar Summit Medical Center	5655 Frist Boulevard, Hermitage, TN 37076	13.0	28.5	48.5	73.7	61.8	43.6	57.2	57.8	35.3	27.1	26.2	41.5
Vanderbilt University Medical Center	1211 Medical Center Drive, Nashville, TN 37232	3.7	20.0	37.2	62.6	53.2	32.5	46.0	49.7	22.5	12.8	15.1	30.4
TriStar Horizon Medical Center	111 Highway 70 East, Dickson, TN 37055	38.9	34.2	7.2	30.3	42.2	15.1	16.5	21.9	31.8	33.2	26.8	17.1
Saint Thomas Hickman Hospital	135 East Swan Street, Centerville, TN 37033	60.5	46.4	36.5	3.1	25.6	30.7	22.0	25.5	39.8	47.6	49.4	31.7
Maury Regional Hospital	1224 Trotwood Avenue, Columbia, TN 38401	50.2	31.4	48.3	32.3	6.0	40.1	33.8	20.8	26.3	39.8	61.1	41.2
Williamson Medical Center	4321 Carothers Parkway, Franklin, TN 37067	21.8	2.7		55.4	35.9	21.3	35.5	32.0	9.4	11.4	21.9	20.3
Total													

Source: Licensure facility search, Joint Annual Reports (JAR), MapQuest, Other GPS searching<https://apps.health.tn.gov/facilityListings/><https://apps.health.tn.gov/PublicJARS/Default.aspx>

Emergency Department	Distance in MINUTES to the Center of the Following Counties/ Zip Codes	Davidson County	Williamson County	Dickson County	Hickman County	Maury County	37062 (Home ZIP)	37025	38476	37064	37069	37221	Distance in MINUTES to the Proposed FSED Site (1866 Fairview Blvd, Fairview, TN 37062)
Applicant													
Ascension Fairview FSED	1866 Fairview Blvd, Fairview, TN 37062	37.0	28.0	28.0	45.0	52.0	1.0	18.0	29.0	24.0	23.0	23.0	N/A
FSEDs													
Summit Mt Juliet ER	100 Summit Blvd, Mt. Juliet, TN 37122	26.0	41.0	65.0	91.0	72.0	50.0	60.0	70.0	50.0	40.0	35.0	55.0
TriStar Bellevue ER	7734 Highway 70, Bellevue, TN 37221	24.0	41.0	32.0	61.0	65.0	24.0	36.0	47.0	36.0	29.0	15.0	26.0
TriStar Century Farms ER	2127 Century Farms Pkwy, Antioch, TN 37013	20.0	33.0	58.0	84.0	64.0	45.0	58.0	64.0	47.0	37.0	30.0	48.0
TriStar East Nashville ER	800 Dickerson Pike, Nashville, TN 37207	5.0	33.0	49.0	75.0	50.0	36.0	49.0	60.0	48.0	28.0	21.0	39.0
TriStar Spring Hill ER	3001 Reserve Blvd, Spring Hill, TN 37174	35.0	25.0	60.0	58.0	26.0	41.0	37.0	35.0	28.0	40.0	49.0	44.0
TriStar Natchez ED	107 Natchez Park, Dickson, TN 37055	40.0	46.0	23.0	34.0	42.0	16.0	14.0	21.0	36.0	39.0	26.0	21.0
TriStar Nolensville FSED	2000 Ava Place, Nolensville, TN 37135	26.0	30.0	71.0	84.0	61.0	52.0	55.0	60.0	44.0	34.0	35.0	51.0
Hospitals													
Ascension Saint Thomas Hospital Midtown	2000 Church Street, Nashville, TN 37203	12.0	31.0	50.0	75.0	50.0	36.0	48.0	60.0	45.0	34.0	21.0	38.0
Metropolitan Nashville General Hospital	1818 Albion Street, Nashville, TN 37208	9.0	34.0	48.0	72.0	55.0	33.0	45.0	58.0	45.0	34.0	18.0	36.0
Saint Thomas West Hospital	4220 Harding Pike, Nashville, TN 37205	17.0	32.0	51.0	74.0	55.0	33.0	47.0	60.0	38.0	26.0	20.0	32.0
TriStar Centennial Medical Center	2300 Patterson Street, Nashville, TN 37203	13.0	35.0	50.0	74.0	55.0	35.0	47.0	60.0	48.0	37.0	20.0	38.0
TriStar Skyline Medical Center	3441 Dickerson Pike, Nashville, TN 37207	15.0	40.0	55.0	79.0	60.0	41.0	53.0	65.0	53.0	42.0	25.0	34.8
TriStar Southern Hills Medical Center	391 Wallace Road, Nashville, TN 37211	18.0	29.0	60.0	81.0	61.0	47.0	50.0	59.0	43.0	33.0	31.0	49.0
TriStar Summit Medical Center	5655 Frist Boulevard, Hermitage, TN 37076	18.0	30.0	63.0	88.0	60.0	50.0	62.0	70.0	53.0	43.0	35.0	53.0
Vanderbilt University Medical Center	1211 Medical Center Drive, Nashville, TN 37232	18.0	33.0	52.0	77.0	55.0	39.0	51.0	55.0	49.0	26.0	23.0	42.0
TriStar Horizon Medical Center	111 Highway 70 East, Dickson, TN 37055	49.0	51.0	11.0	48.0	55.0	18.0	25.0	33.0	46.0	40.0	33.0	27.0
Saint Thomas Hickman Hospital	135 East Swan Street, Centerville, TN 37033	65.0	65.0	57.0	9.0	31.0	40.0	35.0	32.0	50.0	61.0	61.0	50.0
Maury Regional Hospital	1224 Trotwood Avenue, Columbia, TN 38401	50.0	46.0	66.0	46.0	13.0	54.0	43.0	28.0	43.0	54.0	69.0	57.0
Williamson Medical Center	4321 Carothers Parkway, Franklin, TN 37067	24.0	11.0	61.0	66.0	35.0	35.0	38.0	44.0	26.0	22.0	30.0	39.0
Total													

Source: Licensure facility search, Joint Annual Reports (JAR), MapQuest, Other GPS searching<https://apps.health.tn.gov/facilityListings/><https://apps.health.tn.gov/PublicJAR/Default.aspx>

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

Saint Thomas West Hospital

Name

1866 Fairview Blvd

Williamson County

Street or Route

County

Fairview

Tennessee

37062

City

State

Zip

healthcare.ascension.org/saint-thomas

Website Address

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

2A. Contact Person Available for Responses to Questions

Darcy Schaeffer

Regulatory Practice
Manager

Name

Title

Research and Planning Consultants

dschaeffer@rpcconsulting.com

Company Name

Email Address

6300 La Calma Drive, Suite 170

Street or Route

Austin

Texas

78752

City

State

Zip

Consultant

512-371-8011

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: 02/13/26

Date LOI was Published: 02/13/26

RESPONSE: See Attachment 3A. A publication affidavit from The Tennessean has been requested but not yet received. In the interim, Attachment 3A includes a copy of the Letter of Intent submitted to the Health Facilities Commission (HFC) and a printed version of the publication of intent from The Tennessean website.

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

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

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

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

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

Other -

Freestanding Emergency Department

Hospital -

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

Name

4220 Harding Pike

615-222-2111

Street or Route**Phone Number**

Nashville

Tennessee

37205

City**State****Zip****7A. Type of Ownership of Control** *(Check One)*

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

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

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

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

8A. Name of Management/Operating Entity *(If Applicable)***Name****Street or Route****County****City****State****Zip****Website Address**

For new facilities or existing facilities without a current management agreement, attach a copy of a draft management agreement that at least includes the anticipated scope of management services to be provided, the anticipated term of the agreement, and the anticipated management fee payment schedule. For facilities with existing management agreements, attach

a copy of the fully executed final contract. (Attachment 8A)

9A. Legal Interest in the Site

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

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

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

Purchase Agreement

RESPONSE: AFUTR, LLC is the buyer listed on a Purchase Agreement for the land. A copy of the Purchase Agreement is provided in Attachment 9A. AFUTR has assigned the property to STWH as shown in Attachment 9A.

10A. Floor Plan

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

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

RESPONSE: The proposed freestanding emergency department (FSED) is a one-story structure. A floor plan is provided in Attachment 10A. The FSED will consist of approximately 11,250 square feet with ten exam rooms, including one trauma room, a seclusion room, imaging services, lab, and associated support space. There will be two canopied entrances, one for the general public and one for emergency vehicles.

11A. Public Transportation Route

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

RESPONSE: The proposed FSED site is located near the intersection of State Route (SR) 96 and SR-100, a location that provides direct access to regional travel routes and serves as a key connection point for residents traveling to and from Davidson and Dickson Counties. SR-100 (Fairview Boulevard) serves as a principal arterial roadway within the service area, functioning as a primary transportation corridor linking Fairview and western Williamson County with Davidson County and facilitating regional travel for residents of surrounding counties—including Hickman, Dickson, and Maury—who rely on SR-100 to access services and employment within the Nashville metropolitan area. Public transportation access to the proposed site is limited. However, Mid-Cumberland Human Resource Agency Public Transit provides demand-response transportation service within Williamson and Dickson Counties.(1) In addition, residents who rely on Medicaid transportation may schedule TennCare transportation services through their health plan's transportation broker, including UnitedHealthcare, AmeriGroup, and Blue Cross Blue Shield. Otherwise, the site is easily accessible by motor vehicle or ambulance. Uber and

12A. Plot Plan

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

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

(Attachment 12A)

RESPONSE: The proposed FSED will be located off Fairview Boulevard at the intersection of Audubon Cove. The site of the proposed FSED is approximately 4.23 acres, consisting of one main parcel and a small adjoining unaddressed strip parcel of 0.21 acres that provides access to Audubon Cove. A copy of the plot plans is provided in Attachment 12A, along with a drawing that shows the location of the structure on the site.

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:

Saint Thomas West Hospital (STWH) proposes to establish an FSED to be operated as a satellite location of its emergency department (ED). STWH is a 541-bed acute care hospital located in Nashville, TN, approximately 19 driving miles northeast of the proposed FSED. The proposed FSED will be located on approximately 4.23 acres, consisting of one main parcel and a small adjoining unaddressed strip parcel of 0.21 acres that provides access to Audubon Cove. A copy of the plot plans is provided in Attachment 12A, along with a drawing that shows the location of the structure on the site. The proposed FSED's address is 1866 Fairview Blvd, Williamson County, TN 37062. The proposed FSED will be a full-service ED able to care for patients requiring all acuity levels of care. It will consist of approximately 11,250 square feet with ten exam rooms, including one trauma room, imaging services (including a CT scanner), lab, and associated support space. There will be two canopied entrances, one for the general public and one for emergency vehicles.

Williamson Health Emergency Management Services is the primary emergency medical service (EMS) provider for Williamson County. Saint Thomas Emergency Medical Services (STEMS) offers emergency medical transportation in the Middle Tennessee area. STEMS has at least two and up to eight ground EMS units in Nashville and also has an AirEvac unit based at the Smyrna airport.

-
- Ownership structure

RESPONSE: The proposed FSED will be owned and operated by STWH, whose ultimate parent company is Saint Thomas Health (STH). STH has a long-standing history of providing care and health services throughout the communities of Middle Tennessee. STH is part of AH, one of the country's largest not-for-profit and Catholic-affiliated health systems. AH's national network encompasses approximately 99,000 associates, 23,000 aligned providers, 94 wholly owned or consolidated hospitals, and ownership interests in 27 additional hospitals through partnerships, along with a variety of other care sites offering a range of healthcare services. STH does not have any operational FSEDs in the state but has one pending CON application for an FSED in Rutherford County. STH also holds a 20% stake in the Sumner Station FSED and the approved White House and Lebanon FSEDs via its joint venture with Lifepoint Health (Highpoint Health with Saint Thomas) but does not have an active role in operations. Ascension Health (AH), the parent of STH, operates FSEDs in Florida and Texas via its Ministries in those markets.

-
- Service Area

RESPONSE: The service area for the proposed FSED has been defined as the zip codes 37062 (Fairview), 37025 (Bon Aqua), 38476 (Primm Springs), 37064 (Franklin), 37069 (Franklin), and 37221 (Bellevue).

-
- Existing similar service providers

RESPONSE: There is only one existing ED in the service area: TriStar Bellevue FSED. TriStar Bellevue is located at the intersection of Highway 70 South and Harpeth Valley Road, just off Interstate 40 in western Davidson County, about 18.5 miles and 26 minutes from the proposed site. There are no EDs in any other service-area zip codes.

- Project Cost

RESPONSE: The estimated capital cost of the project is \$20,702,000.

- Staffing

RESPONSE: Proposed first year staffing for the proposed FSED is 32.3 full-time employees (FTEs). These positions will be filled using the extensive recruiting resources available at STH and STWH.

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 proposed FSED is needed to reduce geographical isolation in western Williamson County and introduce an additional choice for emergency department services in the service area. The proposed STWH FSED is necessary to serve a rapidly growing and aging population in western Williamson County. The service area is projected to add more than 10,800 residents between 2025 and 2030, with growth rates in Fairview and zip code 37062 exceeding both county and statewide averages. (1) The population age 65 and older is projected to increase by more than 17% during the same period, driving higher demand for emergency services.(2) There is only one ED located within the service area and none in Fairview. The only ED in the service area is TriStar Bellevue FSED. The proposed FSED will ensure patients have a meaningful choice for emergency care in the service area. The proposed FSED aligns emergency capacity with documented population expansion and community need while improving geographic access to ED services in western Williamson County. In his letter of support, Williamson County Sheriff Jeff Hughes says the FSED “addresses a critical gap in our county’s safety net.” (1) Esri, 2025 & 2030 Demographic Estimates, based on US Census and Esri demographic modeling. (2) Ibid.

- Quality Standards

RESPONSE: STWH is licensed by the State of Tennessee and is accredited by The Joint Commission. As part of the STH network, STWH has access to a full range of quality and utilization management resources. The proposed FSED will be under the license of STWH, to be owned and managed by STWH. The FSED will be staffed at all times by board-certified emergency medicine physicians, with coverage provided by Middle Tennessee Emergency Physicians (MTEP), ensuring specialized emergency care consistent with the quality standards of the host hospital.

- Consumer Advantage

- Choice

RESPONSE: Approval will ensure meaningful consumer choice in the service area. The only ED in the service area is TriStar Bellevue FSED. The proposed STWH FSED will provide an alternative, ensuring patients retain the ability to choose among providers for emergency care.

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

RESPONSE: The proposed FSED will enhance geographic access to emergency services by locating 24-hour emergency care directly within Fairview along SR-100, a major regional corridor that carried Average Annual Daily Traffic of 15,456 vehicles in 2024.(1) The proposed FSED will be the only ED in the western portion of Williamson County. Residents must currently travel outside the community along congested routes to access emergency care. The project reduces travel times, improves EMS routing efficiency, and strengthens emergency readiness for a growing service-area population. (1) Tennessee Department of Transportation, Traffic Count Annual Average Daily Traffic Maps, Location ID 94000098, accessed February 4, 2026, <https://tdot.public.ms2soft.com/tcds/tsearch.asp?loc=Tdot&mod=TCDS>.

- Affordability

RESPONSE: The proposed FSED will care for all patients regardless of insurance or ability to pay in alignment with STH's mission and charity care policies. Improving local access to emergency services reduces the likelihood of delayed presentations that require higher-acuity and more costly interventions. See Attachment 2E for a copy of the Financial Assistance policy.

3E. Consent Calendar Justification

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

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

4E. PROJECT COST CHART

A. Construction and equipment acquired by purchase:

1. Architectural and Engineering Fees	\$600,000
2. Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	\$165,000
3. Acquisition of Site	\$1,387,600
4. Preparation of Site	\$2,100,000
5. Total Construction Costs	\$11,400,000
6. Contingency Fund	\$1,025,900
7. Fixed Equipment (Not included in Construction Contract)	\$1,100,000
8. Moveable Equipment (List all equipment over \$50,000 as separate attachments)	\$2,185,000
9. Other (Specify): <u>Furnishings</u>	\$377,500

B. Acquisition by gift, donation, or lease:

1. Facility (inclusive of building and land)	
2. Building only	
3. Land only	
4. Equipment (Specify): _____	
5. Other (Specify): _____	

C. Financing Costs and Fees:

1. Interim Financing	
2. Underwriting Costs	
3. Reserve for One Year's Debt Service	
4. Other (Specify): <u>Cost of Capital</u>	\$316,000

D. Estimated Project Cost (A+B+C)	\$20,657,000
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E. CON Filing Fee	\$45,000
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F. Total Estimated Project Cost (D+E)	\$20,702,000
TOTAL	

GENERAL CRITERIA FOR CERTIFICATE OF NEED

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

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

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

NEED

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

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

RESPONSE:

The HFC has Standards and Criteria for various healthcare services. For the proposed FSED, one Standards and Criteria is applicable: *Freestanding Emergency Departments Standards and Criteria*. Responses to the Standards and Criteria are provided in Attachment 1N.

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

RESPONSE:

See response in Attachment 2N.

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

HISTORICAL UTILIZATION

Unit Type:

- ☐ Procedures
☐ Cases
☐ Patients
☒ Other

ED Visits [Source: TN Dept of Health, DRI #35552777. "Other not primary/secondary county" is the aggregate of zip codes 37025 (Bon Aqua, Hickman County), 37062 (Fairview, Williamson County), and 38476 (Primm Springs, Williamson County).]

Service Area Counties	Historical Utilization Most Recent Year (Year =)	% of Total
Williamson	440	6.62%
Davidson	4,639	69.80%
Williamson	435	6.55%
Other not primary/secondary county	1,132	17.03%
Total	6,646	100%

PROJECTED UTILIZATION

Unit Type:

- ☐ Procedures
☐ Cases
☐ Patients
☒ Other

ED Visits at Proposed FSED

Service Area Counties	Projected Utilization Recent Year 1 (Year =)	% of Total
Davidson	1,925	24.91%
Williamson	412	5.33%
Williamson	1,506	19.49%
Williamson	2,959	38.29%
Williamson	75	0.97%
Hickman	851	11.01%

Total	7,728	100%
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3N. A. Describe the demographics of the population to be served by the proposal.

RESPONSE:

See response in Attachment 3NBR.

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:

See response in Attachment 3N.

- 4N. Describe the special needs of the service area population, including health disparities, the accessibility to consumers, particularly elderly, women, racial and ethnic minorities, TennCare or Medicaid recipients, and low income groups. Document how you consider the special needs of the service area population.

RESPONSE:

The majority of patients seeking emergency care are walk-in patients, making it difficult to predict the type of patient. As a not-for-profit healthcare Ministry of Ascension, the proposed FSED will care for all patients regardless of insurance status, mission and charity care policies. The FSED will operate under the license of STWH, which contracts with Aetna, Humana, UnitedHealthcare, TennCare Select, and Wellpoint. Please see the response to question 2C of the main CON application for a list of contracts and question 4Q for a list of the Managed Care Organizations with which the applicant contracts.

There is only one ED in the service area—TriStar Bellevue FSED, which opened too recently to have data available. The table below presents data on ED visit acuity, age and behavioral health needs at hospitals and FSEDs in the county.

As the table shows, the host hospital has a higher percent of level I or Level II (higher acuity) patients and elderly patients. TriStar Medical Center also has a higher than average percent of patients with Level I or Level II visits as well as a higher percent of elderly patients. Williamson County residents who seek emergency care may be elderly or have higher acuity issues than their counterparts in the area, the experience varies significantly between facilities. However, the applicant notes that many EDs in the large metropolitan area serve behavioral health and elderly patients, indicating older adults are frequent users of ED services.

EMERGENCY DEPARTMENT PATIENT SELECT STATIST
HOSPITAL DISCHARGE, TENNESSEE RECORDED DATA

Hospital ID	Facility Name	Total	Number Behavioral Health Patients	Percentage Behavioral Health Patients	Number Patient Level 1 or 2
0000	ALL TENNESSEE HOSPITALS	2,835,857	43,984	1.6%	1,666,
0000	ALL TENNESSEE FSEDs	149,241	1,337	0.9%	59,
1927	Saint Thomas West Hospital	26,699	434	1.6%	18,
1921	TriStar Southern Hills Medical Center	32,902	885	2.7%	15,
1924	Metropolitan Nashville General Hospital	24,928	526	2.1%	15,
1925	Saint Thomas Hospital Midtown	41,065	720	1.8%	24,
1928	Vanderbilt University Medical Center	94,508	1,386	1.5%	59,
1932	TriStar Centennial Medical Center	52,386	1,058	2.0%	22,
1933	TriStar Skyline Medical Center	44,110	1,313	3.0%	23,
1934	TriStar Summit Medical Center	36,698	849	2.3%	21,
2220	TriStar Horizon Medical Center	31,681	620	2.0%	15,
4121	Saint Thomas Hickman Hospital	3,750	56	1.5%	2,
6022	Maury Regional Hospital	39,629	725	1.8%	25,
9423	Williamson Medical Center	50,006	711	1.4%	31,
1921	TriStar Century Farms Emergency Room	21,480	192	0.9%	6,
1932	TriStar Spring Hill Emergency Room	14,684	201	1.4%	5,
1934	TriStar Mt. Juliet Emergency Room	21,328	143	0.7%	9,
2220	TriStar Natchez Emergency Room	16,713	221	1.3%	6,

Source: Tennessee Department of Health, Division of Population Health Assessment, Hospital Discharge
#3555277

Notes: 1) ED cases identified by CPT codes 99281, 99282, 99283, 99284, 99285. 2) Level I and II cases identified by Behavioral Health Patients identified by ICD-10 codes listed in the primary diagnosis field only. List of ICI request. 4) Free Standing Emergency Room figures are included in main hospital figures where applicable

Behavioral Health Needs

As shown in the table above, Tennessee recorded behavioral-health ED patients representing 1.6% of total ED discharges. While behavioral-health visits comprise a minority of overall ED visits, these encounters frequently require time, and coordinated discharge planning. Behavioral health patients are also more likely to include uninsured or underinsured patients, and are more likely to be discharged to outpatient behavioral-health services, increasing reliance on EDs as a point of entry for crisis stabilization.(1)

The proposed FSED will support timely emergency evaluation and stabilization for behavioral-health patients capability to STWH or other appropriate facilities as clinically indicated. The proposed FSED will have a sec behavioral health needs and will also have telemedicine capabilities and access to the behavioral health resources an Hospital in Nashville. Saint Thomas Health has a robust telehealth program throughout its system.

Elderly Population (Age 65 and Older)

Statewide, ED patients age 65 and older represented 19.4% of total ED discharges in 2024. STWH serves a substantial portion of the elderly population. 33.9% of STWH ED discharges were for patients age 65 and older, indicating the hospital functions as a major regional provider for this population. STWH was the first hospital in Tennessee to receive Level III Geriatric Emergency Department Accreditation from the American College of Emergency Physicians. To meet the needs of these patients, STWH made several geriatric-focused updates to its ED during the recent renovation, including anti-slip flooring and specialized lighting.(2)

Notably, Williamson Medical Center, the only ED provider in the county, also served a higher-than-average percentage of elderly patients, accounting for slightly over a quarter of ED visits. This is a critical consideration for service-area planning, as older adults experience more chronic health conditions, and their ED visits are more likely to require complex diagnostic evaluation, longer treatment times, and more frequent hospitalizations.(3) Seniors are also more likely to experience transportation limitations and mobility constraints, making geographic access a significant factor, particularly for lower-income and underinsured households.(4) The proposed FSED will improve geographic access to emergency services in the service area and will support timely triage, stabilization, and transfer to STWH when higher-acuity or inpatient services are required.

(1) “2021 NSDUH Annual National Report,” Substance Abuse and Mental Health Services Administration, 2023, <https://www.samhsa.gov/data/report/2021-nsduh-annual-national-report>.

(2) Ascension Saint Thomas Hospital West Completed \$10 Million Investment to Modernize Emergency Department, Ascension Saint Thomas, 2025, at: [https://about.ascension.org/news/2025/07/ascension-saint-thomas-hospital-west-completed-\\$10-million-investment-to-modernize-emergency-department](https://about.ascension.org/news/2025/07/ascension-saint-thomas-hospital-west-completed-$10-million-investment-to-modernize-emergency-department).

(3) “Emergency Department Utilization by Older Adults: a Descriptive Study,” National Library of Medicine, December 2, 2015, <https://pubmed.ncbi.nlm.nih.gov/26000000/>.

(4) “Summary of Travel TrendsL 2017 National Household Travel Survey (NHTS),” Federal Highway Administration, 2018, <https://rosap.nhtl.bts.gov/view/dot/68751>; “Traveling Towards Disease: Transportation Barriers to Health Care,” PLoS ONE, 2014, <https://pmc.ncbi.nlm.nih.gov/articles/PMC4265215/>.

5N. Describe the existing and approved but unimplemented services of similar healthcare providers in the service area. Include the most recent three years of data available for this type of project. List each provider and its utilization and/or occupancy following data: Admissions or discharges, patient days. Average length of stay, and occupancy. Other projects show the number of procedures, visits, admissions, etc. This does not apply to projects that are solely relocating a service.

RESPONSE:

There is only one existing ED in the service area: TriStar Bellevue FSED. TriStar Bellevue is located at the intersection of I-40 and I-75 in western Davidson County, about 18.5 miles and 26 minutes from the proposed site. There are no EDs in any other counties in the service area. In 2024, there are no publicly available ED volume data from TriStar Bellevue.

The table below presents service area ED utilization data for each resident zip code over the past three years. As shown, ED utilization has increased from 40,724 in 2022 to 43,724 in 2024, representing 7.8 percent growth, indicating sustained demand for emergency services among residents.

Total Service-Area Resident ED Vi

Zip Code	2022 ED Visits	2023 E Visits
37064 (Franklin, Williamson County)	15,413	16,1
37069 (Franklin, Williamson County)	3,347	3,3
37221 (Bellevue, Davidson County)	9,750	10,3
Combo*	9,257	9,8
TOTAL	37,767	39,6

Source: Tennessee Department of Health, Division of Population Health A Statistics, DRI #35552777

** Combo = Aggregate of zip codes 37025 (Bon Aqua, Hickman County), 3. County), and 38476 (Primm Springs, Williamson County).*

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

RESPONSE:

The table below presents service-area ED utilization data from each resident zip code to STWH over Ascension Health experienced a cyberattack in the second quarter of calendar year 2024 that disrupted most hospi reported volumes for that period are lower than typical. As the table shows, service area residents' ED visits to S. years.

Saint Thomas West Hospital (Host Hospital) Service-Area Resident E

Zip Code	2022 ED Visits	2023 ED Visits	2024 ED Visits	%
37064 - Franklin, TN	425	512	440	
37069 - Franklin, TN	413	428	435	
37221 - Nashville, TN	4,645	4,851	4,639	
Combo*	990	1,191	1,132	
Total	6,473	6,982	6,646	

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Statistics, DRI #35552777.

** Combo = Aggregate of zip codes 37025 - Bon Aqua, TN, 37062 - Fairview, TN, and 38476 - I TN.*

The host hospital is not the only STH facility providing ED services to service area residents. Saint Thomas Hickman from the service area, some of whom would receive care closer to home if they received care at the proposed FSED. these system hospitals from 2022 through 2024.

Saint Thomas Hickman and Saint Thomas Midtown Service-Area Residents

Zip Code	2022 ED Visits	2023 ED Visits	2024 ED Visits
37064 - Franklin, TN	302	349	370
37069 - Franklin, TN	128	113	110
37221 - Nashville, TN	720	799	800
Combo*	174	211	216
Total	1,324	1,472	1,496

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Statistics, DRI #35552777.

* Combo = Aggregate of zip codes 37025 - Bon Aqua, TN, 37062 - Fairview, TN, and 38476 -
Note: The TDH ED visit data for Saint Thomas Hickman is suppressed due to counts less than ED visit counts for each year and each zip code are understated.

The table below provides projected ED visits for the first two full years following project completion (2029 and 2030)

Proposed FSED Projected Visits

Zip Code	2029 ED Visits	2030 ED Visits
37025 - Bon Aqua, TN	851	887
37062 - Fairview, TN	1,506	1,571
37064 - Franklin, TN	2,959	3,061
37069 - Franklin, TN	412	428
37221 - Nashville, TN	1,925	2,000
38476 - Primm Springs, TN	75	80
Total	7,728	8,027

The data received from the Tennessee Department of Health under DRI# 35552777 combines zip codes 37221 (the Bon Aqua), due to their smaller population sizes. STWH projected the visits at the proposed FSED based in part to The TDH data does not allow that approach, as it combines three service area zip codes. Therefore, the applied project anticipated visits. The projections rely on growing base year ED visits by historical growth rates and then applied open. Relying on the Tennessee Hospital Association data is reasonable, as it has a very similar number of ED Association data. For reference, the first table below shows the number of visits shown in the TDH data as well as 2022-2024 period. As the table demonstrates, the two sources have very similar numbers and the same growth rate volume. The Hospital Association data was used as it is the only source that allows market shares to be applied at the

The projected visits at the proposed FSED were calculated by first growing ED visits for residents of the service area and FSEDs from 2024 through 2030 (the second full year of operation), based on the compound annual growth 2021-CY2024. The table below provides the data used to calculate the CAGR in each service area zip code.

Growth in ED Visits from Service Area Residents, 2021-2022

Patient Zip Code	2021	2022	2023	2024
37025	4043	4312	4465	
37062	4297	4484	4828	
37064	15245	15422	16114	
37069	3191	3348	3335	
37221	9226	9754	10360	
38476	419	462	565	
Grand Total	36,421	37,782	39,667	
TDH Total Visits**	N/A	37,767	39,658	

Source: TN Hospital Association Discharge Data. **Department of Health Data, DRI#35552777. *CAGR is for 2022

The table below provides the results of growing the service area ED visits through 2030 by the compound annual growth rate (CAGR) of 2.5%.

Projected ED Visits from Service Area Residents, 2025-2030

	2025	2026	2027	2028	2029
37025	4,788	4,995	5,211	5,436	5,661
37062	5,091	5,312	5,542	5,782	6,022
37064	17,340	17,908	18,494	19,099	19,714
37069	3,625	3,742	3,863	3,988	4,113
37221	10,881	11,339	11,816	12,313	12,810
38476	559	601	645	694	743
Service Area	42,284	43,896	45,571	47,312	49,123

To project the number of ED visits expected at the proposed FSED, the applicant applied conservative market share assumptions took into account the proximity of the FSED for service area residents as well as the locations of current EDs. The resulting ED visits at the proposed FSED are shown in the table below.

Market Share Assumptions and Projected ED Visits at Proposed FSED

	Zip Proximity	Market Share Assumption	2029 Visits	2030 Visits
37025	Adjacent	15%	851	871
37062	Home	25%	1,508	1,548
37064	Adjacent	15%	2,959	3,024
37069	Svc Area	10%	412	422
37221	Adjacent (with Bellevue)	15%	1,925	1,975
38476	Svc Area	10%	75	77
	Total		7,728	7,927

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

RESPONSE:

See responses in table below.

CON Number	Project Name	Date Approved	Expiration Date
CN2502-004	Saint Thomas Rutherford Rehabilitation Hospital	4/23/2025	6/1/2028
CN2407-019	Sumner Regional Medical Center FSED in White House	10/23/2024	12/1/2027
CN2506-020	Sumner Regional Medical Center FSED in Lebanon	9/24/2025	11/1/2028
CN2508-030	Saint Thomas Clarksville Rehabilitation Hospital	10/22/2025	12/1/2028
CN2505-015	Saint Thomas Clarksville Hospital	7/23/2025	9/1/2028
CN2401-001	Premier Radiology Clarksville	3/27/2024	5/1/2026

CONSUMER ADVANTAGE ATTRIBUTED TO COMPETITION

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

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

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

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

- ☒ Aetna Health Insurance Company
- ☒ Ambetter of Tennessee Ambetter
- ☒ Blue Cross Blue Shield of Tennessee
- ☒ Blue Cross Blue Shield of Tennessee Network S
- ☒ Blue Cross Blue Shiled of Tennessee Network P
- ☒

BlueAdvantage

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

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

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

RESPONSE:

Approval of the proposed FSED will materially enhance competition and consumer choice in the service area.

Absent approval of this project, residents of western Williamson County would have only one FSED option within the service area—TriStar Bellevue FSED. Approval of the proposed STWH FSED will ensure residents have access to an alternative emergency provider. Community members' support of this project is documented in Attachment 3C. This preserves meaningful patient choice not only at the point of emergency access but also with respect to inpatient admission, specialty referral, and continuity of care.

Approval of the proposed FSED will promote balanced competition. The presence of multiple health systems offering emergency services within the service area ensures consumer preferences, and physician relationships can be accommodated in a manner that supports continuity and coordination of care.

The proposed FSED will operate as a satellite department under the STWH hospital license, ensuring the project will not lead to increased consumer charges in the market. Additionally, as a not-for-profit healthcare Ministry of Ascension, the proposed FSED will care for all patients regardless of insurance product or ability to pay in alignment with STH's mission and charity care policies.

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

RESPONSE:

The proposed FSED will have all appropriate resources and be familiar with and meet all human resource requirements of the Tennessee Board for Licensing Health Care Facilities and The Joint Commission. The FSED will require approximately 25.1 FTE positions for direct-patient care and approximately 7.2 positions for non-direct-patient care for a total of 32.3 FTE positions.

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

- Board-Certified Emergency Physicians: At least one physician will be on-site at all times. These physicians will be contracted through the same emergency medicine group currently serving the host hospital, ensuring continuity of care and clinical standards.
- Registered Nurses (RNs): Emergency-trained RNs will provide triage, direct-patient care, and coordination of services. As shown in its 2024 Joint Annual Report (JAR), STWH currently employs over 736 clinical RNs and will allocate staff to the FSED as needed.
- Advanced Practice Providers: Physician assistants and nurse practitioners will support physicians in patient evaluation and treatment.
- Radiologic Technologists and CT Technicians: These professionals will support on-site imaging services, including x-ray and CT scans.
- Laboratory Technicians: These professionals will provide point-of-care and STAT (immediate) lab testing.
- Pharmacists and Pharmacy Technicians: These professionals will ensure timely medication dispensation and reconciliation.
- Social Workers: As shown in its 2024 JAR, STWH employs 10.8 social worker FTEs who will support complex discharge planning needs.

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

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

Summary of Contracted vs. In-House Services:

- Provided In-House: Nursing (RNs, LPNs), Radiology (X-ray, CT), Laboratory Services, Pharmacy Services, Social Work/Case Management, Facilities Management
- Contracted Providers: Emergency physicians will be contracted through Middle Tennessee Emergency Physicians. EMS transport will be contracted through STH, which maintains at least two and up to eight ground units in Nashville and an AirEvac unit based at the Smyrna airport.

The FSED will maintain staffing levels, including clinical leadership and professional staff, that meet or exceed all applicable state and federal regulations and accrediting agencies requirements, including the State of

Tennessee licensing requirements, Centers for Medicare & Medicaid Services (CMS), The Joint Commission, US Food and Drug Administration, and the American College of Radiology.

Telemedicine Services Available from STH:

- The proposed ED will have telemedicine capabilities, allowing a nurse or physician at the proposed FSED to consult with a specialist at the patient’s bedside.
- Telemedicine services can help expedite patient assessment and treatment planning and coordination of care if a transfer to a higher level of care is required.
- The host hospital and STH have a variety of specialists who will be available to provide telemedicine consults, including orthopedics, pediatrics, psychiatry, cardiovascular, and neurology specialists. There are over 4,000 credentialed physicians who are available to Saint Thomas Health patients. As needed, these specialists will work with on-site team members to determine patients’ treatment needs.

-
- 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:

STWH is in compliance with, and licensed by, the Board for Licensure of Healthcare Facilities and the Tennessee Department of Health. STWH is certified to participate in the Medicaid and Medicare programs and currently meets all requirements of certification. STWH is accredited by The Joint Commission. While FSEDs do not typically qualify for inpatient-focused disease-specific certifications (e.g., stroke, chest pain, sepsis), the applicant will evaluate the feasibility of pursuing The Joint Commission’s Disease-Specific Care Certification for Stroke Ready or Chest Pain Early Recognition protocols, in alignment with STWH’s broader emergency care pathways.

See Attachment 5C for The Joint Commission accreditation.

HISTORICAL DATA CHART

- ☒ Total Facility
☐ Project Only

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

	Year 1	Year 2	Year 3
	2023	2024	2025
A. Utilization Data			
Specify Unit of Measure <u>Other : ED Visits</u>	<u>35163</u>	<u>36110</u>	<u>35623</u>
B. Revenue from Services to Patients			
1. Inpatient Services	<u>\$1,725,107,000.00</u>	<u>\$1,916,954,000.00</u>	<u>\$2,233,042,000.00</u>
2. Outpatient Services	<u>\$1,003,158,000.00</u>	<u>\$1,058,064,000.00</u>	<u>\$1,102,636,000.00</u>
3. Emergency Services	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
4. Other Operating Revenue (Specify) _____	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Gross Operating Revenue	<u>\$2,728,265,000.00</u>	<u>\$2,975,018,000.00</u>	<u>\$3,335,678,000.00</u>
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	<u>\$2,098,676,000.00</u>	<u>\$2,286,876,000.00</u>	<u>\$2,605,477,000.00</u>
2. Provision for Charity Care	<u>\$77,875,000.00</u>	<u>\$62,579,000.00</u>	<u>\$62,034,000.00</u>
3. Provisions for Bad Debt	<u>\$21,740,000.00</u>	<u>\$35,346,000.00</u>	<u>\$30,896,000.00</u>
Total Deductions	<u>\$2,198,291,000.00</u>	<u>\$2,384,801,000.00</u>	<u>\$2,698,407,000.00</u>
NET OPERATING REVENUE	<u>\$529,974,000.00</u>	<u>\$590,217,000.00</u>	<u>\$637,271,000.00</u>

PROJECTED DATA CHART

- ☒ Project Only
☐ Total Facility

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

	Year 1	Year 2
	2029	2030
A. Utilization Data		
Specify Unit of Measure <u>Other : ED Visits</u>	<u>7728</u>	<u>8027</u>
B. Revenue from Services to Patients		
1. Inpatient Services	<u>\$0.00</u>	<u>\$0.00</u>
2. Outpatient Services	<u>\$0.00</u>	<u>\$0.00</u>
3. Emergency Services	<u>\$42,929,040.00</u>	<u>\$45,922,467.00</u>
4. Other Operating Revenue (Specify) _____	<u>\$0.00</u>	<u>\$0.00</u>
Gross Operating Revenue	<u>\$42,929,040.00</u>	<u>\$45,922,467.00</u>
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	<u>\$34,918,052.00</u>	<u>\$37,352,875.00</u>
2. Provision for Charity Care	<u>\$798,356.00</u>	<u>\$854,026.00</u>
3. Provisions for Bad Debt	<u>\$558,078.00</u>	<u>\$596,992.00</u>
Total Deductions	<u>\$36,274,486.00</u>	<u>\$38,803,893.00</u>

NET OPERATING REVENUE

\$6,654,554.00

\$7,118,574.00

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

Project Only Chart

	Previous Year to Most Recent Year	Most Recent Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge (<i>Gross Operating Revenue/Utilization Data</i>)	\$0.00	\$0.00	\$5,555.00	\$5,721.00	0.00
Deduction from Revenue (<i>Total Deductions/Utilization Data</i>)	\$0.00	\$0.00	\$4,693.90	\$4,834.17	0.00
Average Net Charge (<i>Net Operating Revenue/Utilization Data</i>)	\$0.00	\$0.00	\$861.10	\$886.83	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 patient charges of the proposed FSED, nor its anticipated revenue, will have an impact on existing patient charges.

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

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

RESPONSE:

The proposed charges for the FSED are based on the existing charge structure of STWH. These charges are consistent with those used across the broader STH system, ensuring alignment with established pricing methodologies and regional market expectations.

There are no other FSEDs currently operating in Williamson County. Additionally, comparing ED charges across facilities is inherently challenging due to the variability in patient acuity, clinical complexity, and the associated ancillary services (e.g., imaging, labs, procedures) that may be required during a visit. These factors contribute to a wide range of potential charges, even within the same CPT code level. Further, reported charges do not reflect negotiated reimbursement rates established through individual payer contracts, nor do they account for hospital financial assistance policies. As a result, gross charges are not indicative of the actual cost to patients or payers, and charge data across facilities are not directly comparable.

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

There is only one existing ED in the service area: TriStar Bellevue FSED. The table below shows the charges TriStar Bellevue included in its CON application and the charges available from the hospital transparency data for its host hospital, TriStar Centennial Medical Center.

CPT Code	Description	STWH Average Charge	TriStar Bellevue FSED (From CON Application CN2205-027)**	TriStar Centennial Medical Center	Medicare Allowable (TN, 2026)
99281	Low complexity, minimal problem	\$692.25	\$435.70	\$551.16	\$84.33
99282	Low complexity, expanded exam	\$1,910.00	\$710.60	\$898.91	\$151.66
99283	Moderate complexity	\$2,449.72	\$1,555.75	\$1,970.56	\$265.18
99284	Moderate to high complexity	\$3,147.20	\$2,704.13	\$3,420.72	\$407.81
99285	High complexity, urgent/emergent	\$3,186.42	\$3,545.66	\$4,485.26	\$587.17

****Note:** The TriStar Bellevue CON Application stated "the proposed charges are based on the existing charges of TriStar Centennial's ED" (page 61 of 68). Source for TriStar Centennial: <https://www.tristarhealth.com/patient-resources/patient-financial-resources/pricing-transparency-cms-required-file-of-standard-charges>.

The charges are provided above in order to provide a complete answer to Question 9C. However, billed charges are not relevant to the costs either patients or their insurers incur for care. A facility's negotiated rates, the amount they have agreed to with commercial insurers for rendering services, are a more relevant metric. As shown in the table below, the host hospital's average charges are in line with TriStar Bellevue FSED and are lower than TriStar Centennial Medical Center's charges.

Average Negotiated Rates at STWH, TriStar Bellevue and TriStar Centennial

CPT Code	Description	STWH	TriStar Bellevue FSED	TriStar Centennial Medical Center
99281	Low complexity, minimal problem	\$217.58	\$223.40	\$697.15
99282	Low complexity, expanded exam	\$800.67	\$363.04	\$769.49
99283	Moderate complexity	\$946.86	\$723.28	\$1,214.17
99284	Moderate to high complexity	\$1,276.10	\$1,383.29	\$1,809.62
99285	High complexity, urgent/emergent	\$1,048.18	\$1,796.60	\$2,118.58

Sources: <https://www.tristarhealth.com/patient-resources/patient-financial-resources/pricing-transparency-cms-required-file-of-standard-charges> and <https://healthcare.ascension.org/price-transparency>

Notes: STWH is the average for commercial payors with which STWH has negotiated rates. TriStar Bellevue is the average for United Global and Cigna. TriStar Bellevue did not have any BlueCross BlueShield rates in its publicly available data. TriStar Centennial is the average of AMbetter CORE, Aetna COMM, BCBS Network P, Cigna PPO and United Global Benefit Plan.

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

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

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

Payor Source	Year-2029		Year-2030	
	Gross Operating Revenue	% of Total	Gross Operating Revenue	% of Total
Medicare/Medicare Managed Care	\$16,125,194.00	37.56	\$17,249,598.00	37.56
TennCare/Medicaid	\$3,516,664.00	8.19	\$3,761,879.00	8.19
Commercial/Other Managed Care	\$18,269,502.00	42.56	\$19,543,428.00	42.56
Self-Pay	\$4,760,363.00	11.09	\$5,092,302.00	11.09
Other(Specify)	\$257,317.00	0.60	\$275,260.00	0.60
Total	\$42,929,040.00	100%	\$45,922,467.00	100%
Charity Care	\$798,356.00		\$854,026.00	

**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: STWH participates in Medicare and TennCare and provides charity care and self-pay discounts. As a not-for-profit healthcare Ministry of Ascension, the proposed FSED will care for all patients regardless of insurance policy or ability to pay in alignment with STH's mission and charity care policies. The table above shows the estimated payor mix for the proposed FSED.

QUALITY STANDARDS

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

☒ Yes

☐ No

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

- Does the applicant commit to maintaining the staffing comparable to the staffing chart presented in its CON application?

☒ Yes

☐ No

- Does the applicant commit to obtaining and maintaining all applicable state licenses in good standing?

☒ Yes

☐ No

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

☒ Yes

☐ No

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

Credential	Agency	Status (Active or Will Apply)	Provider Number or Certification Type
Licensure	☒ Health Facilities Commission/Licensure Division ☐ Intellectual & Developmental Disabilities ☐ Mental Health & Substance Abuse Services	Active	24
Certification	☒ Medicare ☒ TennCare/Medicaid ☐ Other _____	Active Active	440082 440082
Accreditation(s)	TJC - The Joint Commission	Active	7891

4Q. If checked “TennCare/Medicaid” box, please list all Managed Care Organization’s currently or will be contracted.

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

Please Explain

RESPONSE: WellPoint Medicaid MCO

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

- ☒ Yes
- ☐ No

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

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

- ☒ Yes
- ☐

No

☐ N/A

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

☐ Yes

☒ No

☐ N/A

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

Has any of the following:

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

Been subject to any of the following:

- Final Order or Judgement in a state licensure action;

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☒ Existing FTE not applicable (Enter year)

Position Classification	Existing FTEs(enter year)	Projected FTEs Year 1
A. Direct Patient Care Positions		
RN	0.00	11.50
Respiratory Therapist	0.00	4.20
Rad/CT Tech	0.00	4.20
Lab Tech	0.00	5.20
Total Direct Patient Care Positions	N/A	25.1

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

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

DEVELOPMENT SCHEDULE

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

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

PROJECT COMPLETION FORECAST CHART

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

Phase	Days Required	Anticipated Date (Month/Year)
1. Initial HFC Decision Date		04/22/26
2. Building Construction Commenced	210	11/17/26
3. Construction 100% Complete (Approval for Occupancy)	570	11/12/27
4. Issuance of License	600	12/12/27
5. Issuance of Service	630	01/11/28
6. Final Project Report Form Submitted (Form HR0055)	720	04/10/28

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

Attachment 3A



**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 Williamson County., Tennessee, on or before 02/13/2026 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 Saint Thomas West Hospital, a/an Hospital owned by Saint Thomas Health with an ownership type of Corporation (Not-for-Profit) and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a freestanding emergency department (FSED) in Fairview, Williamson County. The FSED will consist of approximately 11,250 square feet with 10 exam rooms, including 1 trauma room, imaging services, lab and associated support space. The address of the project will be 1866 Fairview Blvd, Fairview, Williamson County, Tennessee, 37062. The estimated project cost will be \$20,702,000.

The anticipated date of filing the application is 02/27/2026

The contact person for this project is Ms. Darcy Schaeffer who may be reached at Research and Planning Consultants - 6300 La Calma Drive, Suite 170, Austin, Texas, 78752 – Contact No. 512-371-8011.

Darcy Schaeffer

02/13/2026

dschaeffer@rpccconsulting.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 .

HF 51 (Revised 6/1/2023)

RDA 1651



**State of Tennessee
Health Facilities Commission**

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

www.tn.gov/hsda

Phone: 615-741-2364

hsda.staff@tn.gov

PUBLICATION OF INTENT

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

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Saint Thomas West Hospital, a/an Hospital owned by Saint Thomas Health with an ownership type of Corporation (Not-for-Profit) and to be managed by itself intends to file an application for a Certificate of Need for the establishment of a freestanding emergency department (FSED) in Fairview, Williamson County. The FSED will consist of approximately 11,250 square feet with 10 exam rooms, including 1 trauma room, imaging services, lab and associated support space. The address of the project will be 1866 Fairview Blvd, Fairview, Williamson County, Tennessee, 37062. The estimated project cost will be \$20,702,000.

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THE TENNESSEAN

Public Notices

Originally published at tennessean.com on 02/13/2026

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February 13 2026

LOKR0456687

Attachment 7A

**CERTIFICATE OF ST. THOMAS HOSPITAL
CONCERNING ITS AMENDED AND RESTATED CHARTER**

FILED

Corporate Control No. 0083195

Pursuant to the provisions of Section 48-60-106(h) of the Tennessee Nonprofit Corporation Act, as amended, St. Thomas Hospital (the "Corporation") certifies as follows:

RECEIVED
STATE OF TENNESSEE
01 DEC 31 PM 3:16

- I. The Amended and Restated Charter of the Corporation to which this Certificate is attached contains amendments requiring approval by the sole member of the Corporation, Ascension Health, a Missouri nonprofit corporation.
- II. The name of the Corporation as it appears of record is St. Thomas Hospital.
- III. The Amended and Restated Charter amends Articles I through IX of Part I and Sections 1 through 4 of Part II of the Corporation's Charter by substituting therefor Articles I through VIII of the Amended and Restated Charter.
- IV. The Amended and Restated Charter was duly adopted at a meeting of the Board of Directors of the Corporation on September 5, 2001 and approved by the Corporate Member, Ascension Health, on September 11, 2001.
- V. The Corporation is not for profit.
- VI. Approval of the amendments to the Charter by some person or persons other than the Corporate Member, the Board of Directors, or the incorporator is not required pursuant to Section 48-60-301 of the Tennessee Code Annotated, as amended.
- VII. The Amended and Restated Charter shall be effective on December 31, 2001.

DATED as of the 31st day of December 2001.

ST. THOMAS HOSPITAL

By: Kenneth J. Venuto

Name: KENNETH J VENUTO

Title: SR. Vice President & CFO

4 3 7 3 2 0 0 1

**AMENDED AND RESTATED
CHARTER OF
ST. THOMAS HOSPITAL**

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

**ARTICLE I
NAME**

- 1.1 The name of the Corporation is St. Thomas Hospital.

**ARTICLE II
TYPE**

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

**ARTICLE III
PURPOSE**

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

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

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

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

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

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

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

ARTICLE IV **PERIOD OF EXISTENCE**

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

ARTICLE V **MEMBERSHIP**

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

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

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

- 6.2 Principal Office. The address of the principal office of the Corporation is 4220 Harding Road, Nashville, Davidson County, Tennessee 37205.

ARTICLE VII
BOARD OF TRUSTEES; RESERVED POWERS

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

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

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

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

ARTICLE VIII

DISSOLUTION

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

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

The date on which the original Charter was filed with the Tennessee Secretary of State was December 6, 1905.

This Amended and Restated Charter shall be effective on December 31, 2001.

**CERTIFICATE OF ST. THOMAS HOSPITAL
CONCERNING ITS AMENDED AND RESTATED CHARTER**

Corporate Control No. 0083195

RECEIVED
STATE OF TENNESSEE

Pursuant to the provisions of Section 48-60-106(h) of the Tennessee Nonprofit Corporation Act, as amended, St. Thomas Hospital (the "Corporation") certifies as follows:

RILEY BARNES
SECRETARY OF STATE

I. The Amended and Restated Charter of the Corporation to which this Certificate is attached contains amendments requiring approval by the sole member of the Corporation, Ascension Health, a Missouri nonprofit corporation.

II. The name of the Corporation as it appears of record is St. Thomas Hospital.

III. The Amended and Restated Charter amends Articles I through IX of Part I and Sections 1 through 4 of Part II of the Corporation's Charter by substituting therefor Articles I through VIII of the Amended and Restated Charter.

IV. The Amended and Restated Charter was duly adopted at a meeting of the Board of Directors of the Corporation on September 5, 2001 and approved by the Corporate Member, Ascension Health, on September 11, 2001.

V. The Corporation is not for profit.

VI. Approval of the amendments to the Charter by some person or persons other than the Corporate Member, the Board of Directors, or the incorporator is not required pursuant to Section 48-60-301 of the Tennessee Code Annotated, as amended.

VII. The Amended and Restated Charter shall be effective on December 31, 2001.

DATED as of the 31st day of December 2001.

ST. THOMAS HOSPITAL

By: Kenneth J. Venuto

Name: KENNETH J VENUTO

Title: SR. Vice President & CFO

**AMENDED AND RESTATED
CHARTER OF
ST. THOMAS HOSPITAL**

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

**ARTICLE I
NAME**

- 1.1 The name of the Corporation is St. Thomas Hospital.

**ARTICLE II
TYPE**

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

**ARTICLE III
PURPOSE**

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

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

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

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

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

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

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

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

ARTICLE IV

PERIOD OF EXISTENCE

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

ARTICLE V

MEMBERSHIP

5.1 Members. The Corporation shall have members.

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

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

ARTICLE VI

REGISTERED OFFICE, AGENT AND PRINCIPAL OFFICE

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

6.2 Principal Office. The address of the principal office of the Corporation is 4220 Harding Road, Nashville, Davidson County, Tennessee 37205.

ARTICLE VII
BOARD OF TRUSTEES; RESERVED POWERS

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

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

7.2.1 Approve the mission and vision statements for the Corporation and assure compliance with the philosophy, mission, vision, Sponsor expectations and core values of the System.

7.2.2 Approve changes to the Governing Documents (as that term is generally understood within the Ascension Health system) of the Corporation and its non-controlled subsidiaries that are consistent with the System's Requirements for Governing Documents (as that term is generally understood within the Ascension Health system).

7.2.3 Approve changes to the Governing Documents of the Corporation and its non-controlled subsidiaries that are inconsistent with the System's Requirements for Governing Documents, provided that Ascension Health also approves such changes.

7.2.4 Appoint, upon the recommendation of the Board of the Corporation, or remove, with or without cause, the members of the Board of Trustees of the Corporation. Removal does not require a recommendation of the Corporation's Board.

7.2.5 Approve the incurrence of debt of the Corporation in accordance with the System Authority Matrix (as that term is generally understood within the Ascension Health system).

7.2.6 Subject to canonical requirements, approve and recommend the formation of legal entities, the sale, transfer or substantial change in use of all or substantially all of the assets, divestitures, dissolutions, closures, mergers, consolidations, or changes in corporate membership of the Corporation in accordance with the System Authority Matrix.

7.2.7 Approve the transfer or encumbrance of the assets of the Corporation in accordance with the System Authority Matrix.

7.2.8 Approve the operating budget and capital plan for the Corporation.

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

ARTICLE VIII

DISSOLUTION

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

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

The date on which the original Charter was filed with the Tennessee Secretary of State was December 6, 1905.

This Amended and Restated Charter shall be effective on December 31, 2001.



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Saint Thomas West Hospital
ATTN: CONTRACT ADMINISTRATION
STE 800
102 WOODMONT BLVD
NASHVILLE, TN 37205-2221

July 10, 2013

Filing Acknowledgment

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

Control # : 83195 Status: Active
Filing Type: Corporation Non-Profit - Domestic

Document Receipt

Receipt # : 1089210	Filing Fee:	\$20.00
Payment-Check/MO - BRADLEY ARANT BOULT CUMMINGS LLP, Nashville, TN		\$20.00

Amendment Type: Articles of Amendment Image # : 7221-1976
Filed Date: 07/10/2013 11:26 AM

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Secretary of State

Processed By: Cheryl Donnell

Field Name	Changed From	Changed To
Filing Name	ST. THOMAS HOSPITAL	Saint Thomas West Hospital

ARTICLES OF AMENDMENT

FILED

OF

ST. THOMAS HOSPITAL

CONTROL NO. 0083195

To the Tennessee Secretary of State:

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

(1) The name of the Corporation as it appears of record is St. Thomas Hospital.

(2) The Corporation is not for profit.

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

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

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

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

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

ST. THOMAS HOSPITAL

By: 
Dawn Rudolph, President and CEO



Tre Hargett
Secretary of State

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

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

02/20/2026

Request Type: Certificate of Existence/Authorization

Issuance Date: 02/20/2026

Request #: C2026017485

Document Receipt

Order Number: C2026017485

Verification #: CF23158E

Receipt #: 2026-184448

Filing Fee: \$20.00

Payment: Credit Card - 3915931954

\$20.00

Entity Name: SAINT THOMAS WEST HOSPITAL

SOS Control #: 000083195

Initial Filing Date: 12/06/1905

Entity Type: Nonprofit Corporation

Formation Locale: TENNESSEE

Status: Active

Duration Term: Perpetual

Fiscal Year Close: June

Annual Report Due: 10/01/2026

Business County: DAVIDSON

Benefit Type: Mutual Benefit Corporation

Religious Type: Non-Religious

CERTIFICATE OF EXISTENCE

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

SAINT THOMAS WEST HOSPITAL

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

Tre Hargett
Secretary of State

Verification #: CF23158E



State of Tennessee

Health Facilities Commission

Board for Licensing Health Care Facilities

License No. 24
No. Beds 1184

This is to certify that a license is hereby granted by the Health Facilities Commission to
SAINT THOMAS WEST HOSPITAL to conduct and maintain an Hospital
SAINT THOMAS WEST HOSPITAL
Located at 4220 HARDING PIKE, NASHVILLE TN 37205
County of DAVIDSON, TENNESSEE.

The license shall expire January 09, 2027 and is subject to the provisions of Chapter 11, Tennessee Code Annotated.
This license shall not be assignable or transferable and shall be subject to revocation at any time by the Health
Facilities Commission, for failure to comply with the laws of the State of Tennessee or the rules and regulations of
the Health Facilities Commission issued thereunder.

In Witness Whereof, we have hereunto set our hand and seal of the State
this 16th day January, 2026.



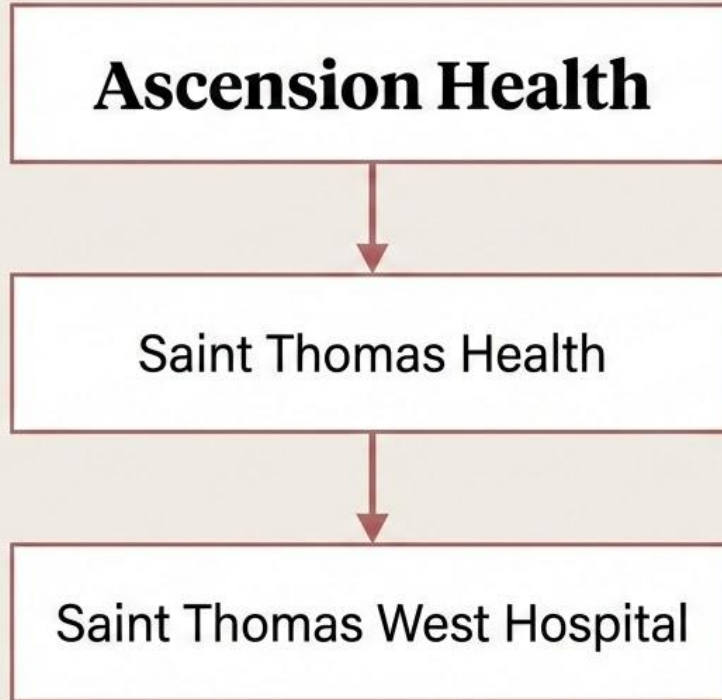
GENERAL HOSPITAL
PEDIATRIC BASIC HOSPITAL
STEMI-RECEIVING CENTER

COPY

By Caroline R. Payne, Esq., C.H.C.
Director, Licensure & Regulation

By [Signature]
Executive Director

Organizational Structure



Attachment 8A

Management Agreement

There is no management agreement as the applicant is managed by itself.

Attachment 9A

ASSIGNMENT AND ASSUMPTION OF SALE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SALE AGREEMENT (this "Assignment") is made and entered into effective as of the 26 day of February, 2026 (the "Effective Date"), by and between AFUTR, LLC, a Delaware limited liability company ("Assignor"), and SAINT THOMAS WEST HOSPITAL d/b/a ST. THOMAS MIDTOWN HOSPITAL, a Tennessee not-for-profit corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is party to that certain Sale Agreement dated as of October 29, 2025, as amended by that certain First Amendment to Sale Agreement dated December 29, 2025, and as amended by that certain Second Amendment to Sale Agreement dated February 24, 2026 (collectively, the "Agreement"), by and between M&H COMMERCIAL INVESTMENTS, LLC, an Alabama limited liability company ("Seller"), as seller, and Assignor, as buyer, pursuant to which Seller agreed to sell to Assignor and Assignor agreed to purchase from Seller certain real property in Fairview, Williamson County, Tennessee, containing approximately 4.02 acres and more particularly described in the Agreement; and

WHEREAS, Assignor desires to assign its rights under the Agreement to Assignee, and Assignee has agreed to assume the obligations of Assignor under the Agreement, subject to the terms and conditions of this Assignment.

NOW THEREFORE, for the covenants contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Defined Terms. For purposes of this Assignment, all capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.
2. Assignment and Assumption. As of the Effective Date, Assignor assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in the Agreement, and Assignee assumes and agrees to perform the Assignor's obligations under the Agreement.
3. Assignor's Representations. Assignor represents and warrants to Assignee that: (i) Assignor is the holder of the rights granted to Assignor under the Agreement; and (ii) Assignor has the right, power and authority to transfer its interest in the Agreement to Assignee.
4. Amendment and Modification; Waiver. This Assignment may only be amended, modified and supplemented by written instrument authorized and executed only by Assignor and Assignee and consented to by Seller. No waiver of any provision of this Assignment shall be deemed to have been made unless expressed in writing and signed by the party charged therewith.
5. Miscellaneous. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. In the event any provision of this Assignment shall be prohibited by or invalidated under applicable law, the remaining provisions of this Assignment shall be fully effective. This Assignment represents the entire agreement between Assignor and Assignee as to the terms of the assignment transaction described herein, and all prior understandings and agreements

between the parties are merged in this Assignment, which alone fully and completely expresses the agreement of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

AFUTR, LLC

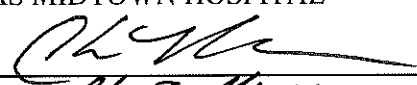
By: 

Name: Brandon Williams

Title: Chief Financial Officer

ASSIGNEE:

SAINT THOMAS WEST HOSPITAL d/b/a ST.
THOMAS MIDTOWN HOSPITAL

By: 

Name: Chris Moore

Title: Chief Operating Officer

FIRST AMENDMENT TO SALE AGREEMENT

THIS FIRST AMENDMENT TO SALE AGREEMENT (this “Amendment”) is made and entered into effective as of December 29, 2025 (the “Amendment Date”), by and between AFUTR, LLC, a Delaware limited liability company (“Buyer”), and M&H COMMERCIAL INVESTMENTS, LLC, an Alabama limited liability company (“Seller”).

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Sale Agreement, having an Effective Date of October 29, 2025 (the “Sale Agreement”), relating to the real property in Fairview, Williamson County, Tennessee, containing approximately 4.02 acres and more particularly described in the Sale Agreement; and

WHEREAS, Seller and Buyer have agreed to amend the Sale Agreement as provided in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Defined Terms. All capitalized terms used, but not defined in this Amendment, shall have the meaning ascribed to them in the Sale Agreement.

2. Extension Options. Buyer is hereby granted two (2) options to extend the Inspection Period (individually, an “Extension Option” and collectively, the “Extension Options”), each of which, if exercised, shall extend the Inspection Period for thirty (30) days. If Buyer desires to exercise any of the Extension Options, Buyer shall (i) so notify Seller, in writing, on or before the date the Inspection Period is then set to expire, and (ii) deposit an additional Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) with Title Company within five (5) business days after it exercises such Extension Option (the “Inspection Extension Deposits” and, to the extent deposited, an “Inspection Extension Deposit”). The Inspection Extension Deposits, if any, shall be part of the Earnest Money, shall be credited against the Purchase Price at Closing, shall be non-refundable, and shall be paid to Seller upon the termination of the Sale Agreement, except the entire Earnest Money shall be refunded to Buyer upon termination of the Sale Agreement due to Seller’s default or as otherwise expressly provided in the Sale Agreement.

3. Miscellaneous. Except as modified by this Amendment, all of the terms of the Sale Agreement shall continue in full force and effect and are ratified and affirmed, and nothing contained in this Amendment shall constitute a waiver of any provision of the Sale Agreement or any rights or remedies arising thereunder. This Amendment may be executed in separate counterparts and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall be valid and sufficient to bind any party to this Amendment. Signatures to this Amendment transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or “PDF” file) shall be valid and effective to bind the party so signing. The exchange of copies of this Amendment and of signature pages by electronic mail or other means of electronic transmission (including, without limitation, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution, delivery, and performance of this Amendment as to the parties. Signatures of the parties transmitted by electronic mail or other means of electronic transmission (including, without limitation, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will be deemed to be their original signatures for all purposes. In the event of any conflict or inconsistency

between the terms of this Amendment and the terms of the Sale Agreement, the terms of this Amendment shall control. This Amendment shall be governed by the laws of the State of Tennessee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed effective as of the date set forth above.

SELLER

 dotloop verified
12/25/25 9:16 AM CST
PLLP-2EEQ-WRUQ-ZJ0A

M&H COMMERCIAL INVESTMENTS, LLC

By:

 dotloop verified
12/25/25 7:10 AM CST
SOQJ-ZQMK-TZES-VQAG

Name:

Title:

BUYER:

AFUTR, LLC

By:



Name:

Brandon Williams

Title:

Chief Financial Officer

Buyer with a copy of all materials related to the physical condition of the Property, title to the Property, the zoning of the Property, any proposed development of the Property, and the environmental condition of the Property in Seller's possession or control, including, but not limited to, title insurance commitments and policies (and copies of the title encumbrances described therein), real property tax bills, site plans, permits, governmental approvals, applications for permits and governmental approvals, annexation agreements, plats, surveys, geotechnical reports, soil tests, wetlands assessments, tree surveys, protected habitat or species studies, utility location or capacity information, water and sewer studies, drainage analysis, and environmental site assessments (Phase I and Phase II) (collectively, the "Submission Items"). Seller represents and warrants to Buyer that, to Seller's knowledge, the Submission Items are true, accurate and complete in all material respects. Seller shall promptly furnish Buyer with any other information related to the Property that Buyer may request, in writing, if the same is within Seller's possession or control.

(c) As part of its inspection of the Property, Buyer may obtain (i) a commitment for an ALTA Owner's Policy of Title Insurance showing the status of title to the Property (the "Title Commitment") from the Title Company, and (ii) a survey of the Property (the "Survey"). If Buyer has any objections to the status of title to the Property or the matters set forth on the Title Commitment or the Survey (collectively, "Title & Survey Objections"), Buyer may notify Seller of the Title & Survey Objections, in writing, on or before the date the Inspection Period (as extended) expires. Within ten (10) days after Seller receives written notice of the Title & Survey Objections, Seller shall notify Buyer, in writing, of whether or not Seller will cure each of the Title & Survey Objections (such notice being the "Objection Response"); provided, (i) notwithstanding anything to the contrary, Seller shall release and discharge all Monetary Liens encumbering or affecting the Property at or prior to Closing, by duly and properly recorded instruments, and (ii) Seller shall be deemed to have elected not to cure the Title & Survey Objections in the event Seller fails to send the Objection Response to Buyer as and when required hereunder. If Seller fails to cure any of the Title & Survey Objections to Buyer's satisfaction, as determined by Buyer in its sole and absolute discretion, by the date the Closing is scheduled to occur or Seller notifies Buyer, in writing, that Seller is unwilling to cure any of the Title & Survey Objections (or Seller is deemed to have elected not to cure any of the Title & Survey Objections), then Buyer may terminate this Agreement by giving written notice to Seller prior to Closing, in which case the Earnest Money shall be immediately refunded to Buyer and neither party shall have any further obligations or liabilities under this Agreement, except obligations and liabilities that expressly survive the termination hereof. Seller shall satisfy all of the requirements set forth in Schedule B, Section I of the Title Commitment prior to Closing, except requirements that Buyer is expressly responsible for under this Agreement. In the event Seller fails to release and discharge any Monetary Lien by Closing, Buyer may, in addition to any of the other remedies available under this Agreement, at law or in equity, cause such Monetary Lien to be released and offset the cost against the Purchase Price. For purposes hereof, (i) the term "Permitted Exceptions" means the recorded agreements encumbering title to the Property set forth in the original version of the Title Commitment that do not violate the terms of this Agreement, excluding Monetary Liens, matters deleted from any subsequent version of the Title Commitment, and matters that do not affect the Property as of Closing, and (ii) the term "Title Policy" means an ALTA Owner's Extended Coverage Policy of Title Insurance issued to Buyer based on the Title Commitment that insures good and marketable fee simple absolute title to the Property is vested in Buyer subject only to the Permitted Exceptions, insures Buyer's right to use all appurtenant easements that are part of the Property, is in the amount of the Purchase Price or such higher amount as is reasonably required by Buyer, contains no exceptions other than the Permitted Exceptions, and has such endorsements as Buyer may reasonably require. In no event shall the Permitted Exceptions include any of the standard exceptions set forth in the Title Commitment or any matter deleted from the Title Commitment. Seller acknowledges that Buyer has not reviewed the matters set forth in the Title Commitment, and the definition of the Permitted Exceptions shall not limit Buyer's right to object thereto. In addition, nothing contained in this section shall limit the remedies available to Buyer as a result of any default by Seller under this Agreement.

(d) Unless this Agreement has been terminated, Buyer shall deposit an additional Fifteen Thousand One Hundred Fifty-Seven and 50/100 Dollars (\$15,157.50) (such amount being referred to as the "Approval Deposit") with the Title Company within five (5) business days after the expiration of the Inspection Period (as extended). The Approval Deposit shall be part of the Earnest Money and shall be credited against the Purchase Price at Closing. Unless this Agreement is terminated pursuant to Section 4(e), the Approval Deposit shall be non-refundable following the expiration of the Approval Period (as extended), except the Approval Deposit shall be refunded to Buyer following the termination of this Agreement due to Seller's default hereunder or as otherwise expressly provided herein (including, without limitation, pursuant to any provision of this Agreement providing for the refund of the Earnest Money).

(e) For purposes hereof, the "Approval Period" means and refers to the period commencing on the date following the expiration of the Inspection Period (as extended) and expiring one hundred twenty (120) days thereafter, as the same is extended in accordance with the other terms of this Agreement or any written agreement between Seller and Buyer. Buyer is hereby granted one option to extend the Approval Period (the "Approval Extension Option") for an additional thirty (30) days. If Buyer desires to exercise the Approval Extension Option, it shall so notify Seller, in writing, on or before the date the Approval Period is originally scheduled to expire. In the event Buyer exercises the Approval Extension Option, Buyer shall promptly deposit an additional Fifteen Thousand One Hundred Fifty-Seven and 50/100 Dollars (\$15,157.50) with Title Company (such amount being referred to as the "Approval Extension Deposit"). The Approval Extension Deposit shall be part of the Earnest Money and shall be credited against the Purchase Price at Closing. The Approval Extension Deposit shall be non-refundable and paid to Seller upon the termination of this Agreement, except the Approval Extension Deposit shall be refund to Buyer if this Agreement is terminated due to Seller's default or as otherwise provided herein (including, without limitation, pursuant to any provision of this Agreement providing for the refund of the Earnest

Money). If Buyer is unable, or Buyer determines it will be unable, to obtain all permits, licenses, zoning changes, conditional use permits, variances, site plan approvals, entitlements and other governmental approvals (collectively, the "Required Approvals") that Buyer deems necessary or desirable for its proposed development of the Property or any adjacent property (including, but not limited to, all permits, licenses and approvals required to construct its buildings and other improvements to the Property and any off-site improvements serving the same) or for the proposed use of the Property or any adjacent property by Buyer or any prospective tenant or occupant thereof, on terms and conditions that are acceptable to Buyer in its sole and absolute discretion, then Buyer may terminate this Agreement by sending a written notice to Seller at any time on or before the next business day after the expiration of the Approval Period (as extended). Seller agrees, upon request, to cooperate with, assist and join in Buyer's efforts to obtain any of the Required Approvals; provided, Seller shall not be required to incur any out-of-pocket costs in connection therewith, unless Buyer agrees, in writing, to reimburse Seller for such costs. Upon the termination of this Agreement pursuant to this Section 4(e), (i) the Approval Deposit shall be immediately refunded to Buyer and the remainder of the Earnest Money shall be paid to Seller, and (ii) neither party shall have any further obligations or liabilities under this Agreement, except obligations and liabilities that expressly survive the termination hereof.

(f) In the event Buyer does not purchase the Property, Buyer shall promptly repair any damage to the Property resulting from Buyer's exercise of its rights under this Section 4. In addition, Buyer shall indemnify, defend and hold harmless Seller from and against all third party claims and associated liabilities directly resulting from Buyer's activities on the Property between the Effective Date and the Closing or the termination of this Agreement, except to the extent the same are (i) caused by Seller or any of its agents, employees, contractors, tenants, customers, guests or invitees or (ii) due to or the result of any matter or condition affecting the Property, or any portion thereof, not directly caused by Buyer, including, without limitation, any existing condition. Seller expressly agrees that Buyer shall not be held responsible or liable for any marketability problems, diminution in value, or liabilities that arise or result from any assessments, inspections or audits conducted by or on behalf of Buyer that reveal any defects or deficiencies with respect to the Property or the presence of any Hazardous Substances (as defined in Section 19) on, under or about the Property or released from the Property. The provisions of this Section 4(f) shall survive the termination of this Agreement.

5. Representations. As of the Effective Date and the Closing, Seller represents and warrants to Buyer that: (i) Seller is the owner of good and marketable fee simple absolute title to the Property, and there are no other individuals or entities that have an ownership interest or life estate therein; (ii) Seller has full power and authority to enter in this Agreement and to perform all its obligations hereunder; (iii) Seller is not bankrupt, insolvent or unable to pay its debts when due, the sale of the Property does not constitute a "short sale," and neither this Agreement nor the sale of the Property as contemplated in this Agreement requires the approval of any lien holder (the term "short sale" as used herein shall mean the sale of the Property for less than the indebtedness encumbering the Property); (iv) there are no lawsuits pending or, to Seller's actual knowledge, without a duty to make any additional inquiry, threatened that affect or may affect the Property or Seller's ability to satisfy its obligations under this Agreement, and to Seller's actual knowledge, without a duty to make any additional inquiry, there are no governmental actions, zoning changes or condemnation proceedings pending or threatened that affect or may affect the Property; (v) there are no leases, licenses, or other agreements granting anyone the right to occupy the Property, or any portion thereof, and Seller has exclusive possession of the Property, free and clear of all tenants and occupants; (vi) to Seller's actual knowledge, without a duty to make any additional inquiry, there are not, and have not been, any Hazardous Substances located on, under or about the Property or released from the Property; (vii) to Seller's actual knowledge, without a duty to make any additional inquiry, no underground storage tanks used to hold Hazardous Substances are or have been located on the Property; (viii) to Seller's actual knowledge, without a duty to make any additional inquiry, there are no wetlands, sinkholes or protected flora or fauna on or about the Property; (ix) to Seller's actual knowledge, without a duty to make any additional inquiry, no portion of the Property has been used as a dump or landfill and there is no buried debris on the Property; (x) to Seller's actual knowledge, without a duty to make any additional inquiry, no fill material has been placed on the Property to change the elevation or contour of any portion thereof or to fill any holes, excavations or other areas; and (xi) to Seller's actual knowledge, without a duty to make any additional inquiry, there are no subsurface conditions at the Property that will have a material adverse effect on Buyer's use and development of the Property. The representations and warranties set forth in this Section 5 shall survive for a period of two (2) years after Closing, and any claim related to such representations and warranties must be asserted by Buyer within such two (2) year period or be lost forever, except any claim based on Seller's knowing or intentional breach of this Section 5 (including, without limitation, any knowing or intentional misrepresentation) shall survive for the applicable statute of limitations.

6. Operation. Prior to the Closing, (i) Seller shall perform all maintenance, repairs, and replacements necessary to keep the Property in the condition existing as of the Effective Date, (ii) Seller shall not make or permit any changes to the Property, except for maintenance, repairs and replacements required under this Agreement, and (iii) Seller shall not enter into any covenants, conditions, restrictions, easements, leases or other agreements encumbering the Property, except for any such agreements required under the terms of this Agreement.

7. Closing Conditions. Buyer may, at its option, terminate this Agreement, by giving written notice to Seller, if any of the following conditions (collectively, the "Closing Conditions") is not satisfied at the time the Closing is scheduled to occur: (i) all of Seller's representations and warranties set forth in this Agreement being true, accurate and complete, and Seller not having defaulted

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

8. Closing.

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

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

(c) At Closing, (i) Seller and Buyer shall enter into a license agreement in the form attached hereto as **Exhibit B** (the "License Agreement"), and (ii) Seller shall deposit the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) with Buyer, which amount shall be the "Security Deposit" under the License Agreement. Seller shall remove all personal property (but not fixtures) from the Property in accordance with the License Agreement. Subject to Seller's rights under the License Agreement, Seller shall deliver exclusive possession of the Property to Buyer immediately upon the Closing, free of tenants and occupants. In the event any portion of the Property is damaged as a result of Seller's removal of said personal property, Seller shall, at its sole cost, promptly restore the damaged areas. Any personal property remaining on the Property upon the expiration of the License Agreement shall be deemed abandoned, and Buyer may, in addition to any other remedies available under this Agreement, at law or in equity, dispose of same in

any manner it sees fit and retain all amounts received therefrom, in which event Seller shall reimburse Buyer, upon demand, for all costs incurred by Buyer to remove and dispose of such items, including, without limitation, the cost of repairing any damage to the Property caused by their removal and storage charges.

9. Closing Costs & Prorations. At Closing, (i) Buyer shall pay all transfer taxes and recording costs due in connection with the conveyance of the Property to Buyer or the recording of the Deed or any of the other Closing Documents, and (ii) Buyer shall pay the cost of the Title Commitment and the premium for the Title Policy. Each of the parties shall pay the attorneys' fees that it incurs in connection with the transaction contemplated by this Agreement. In addition, at Closing, Buyer shall pay the fees charged by the Title Company to conduct and coordinate the Closing, including, without limitation, escrow fees, settlement and disbursements charges, document preparation fees, and charges for coordinating the recording of any documents. Seller shall pay, at or prior to Closing, all real property taxes and assessments (public and private, general and special) levied or assessed against the Property (collectively, "Property Taxes") that are attributable to periods prior to Closing, with Property Taxes for the year in which the Closing takes place being prorated between Seller and Buyer as of the date of the Closing and paid at Closing; provided, if any such Property Taxes cannot be paid at the time of the Closing, Buyer shall receive a credit against the Purchase Price, at Closing, equal to the portion of such Property Taxes to be paid by Seller hereunder and Buyer shall thereafter be responsible for paying such Property Taxes prior to delinquency. If any Property Taxes for the year in which the Closing occurs or any prior year are not known with certainty at the time of the Closing, Seller's share of such Property Taxes shall be estimated, based on, at Buyer's option, either the best available information or one hundred five percent (105%) of the amount of such Property Taxes on the most recent bills for the same, with adjustment between the parties promptly after the amount of such Property Taxes is finally determined. Seller represents and warrants to Buyer that: (i) no "rollback," recoupment agricultural tax assessments or other taxes, assessments, fees or expenses are or may become due as a result of the Property having been classified as forest land, conservation land, agricultural land, open space, recreational, park or scenic land, timber land or another classification that defers the real property taxes or assessments owed with respect thereto or as a result of the termination of any such classification, any change in the use of the Property or the development of the Property after Closing; (ii) the Property has not been classified under any designation authorized by law to obtain a special low property tax rate or receive an abatement, reduction, discount or deferment of any property taxes or assessments; (iii) the Property is not subject to any agreement, contract or commitment regarding valuation and/or minimum valuation; and (iv) the Property is separately assessed from all other property for purposes of each component of Property Taxes. Seller shall pay, when due, all charges for utilities furnished to the Property prior to the Closing and during any period when the License Agreement is in effect.

10. Remedies.

(a) If (i) Buyer fails to pay Seller the Purchase Price and acquire the Property from Seller in breach of this Agreement (a "Wrongful Failure to Purchase") and (ii) Buyer does not cure the Wrongful Failure to Purchase within ten (10) business days after receiving written notice thereof from Seller, then Seller may, as its sole and exclusive remedy, terminate this Agreement and receive the Earnest Money as full and agreed upon liquidated damages. SELLER AGREES THAT SAID LIQUIDATED DAMAGES ARE REASONABLE GIVEN EXISTING CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, THE RANGE OF HARM THAT IS FORESEEABLE AND THE ANTICIPATION THAT PROOF OF DAMAGES WOULD BE COSTLY AND IMPRACTICAL. SELLER ACKNOWLEDGES THAT IT UNDERSTANDS THIS SECTION AND SPECIFICALLY WAIVES AND RELINQUISHES ALL OTHER REMEDIES THAT WOULD OTHERWISE BE AVAILABLE AT LAW OR EQUITY ON ACCOUNT OF BUYER'S FAILURE TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT. In the event of any breach of this Agreement by Buyer other than a Wrongful Failure to Purchase, Seller shall not have the right to terminate this Agreement on account of such breach and Seller's sole and exclusive remedy shall be to recover the actual damages it suffers as a result of such breach from Buyer; provided, Buyer's aggregate liability for all damages resulting from its breach of this Agreement, other than a breach of Section 4(f) or Section 17, shall not exceed the Earnest Money and Seller shall not have the right to bring any claim or action based on such breach unless Buyer fails to cure the same within ten (10) business days after Seller gives Buyer written notice thereof.

(b) If Seller breaches this Agreement and fails to cure such breach within ten (10) business days after receiving written notice of such breach from Buyer, then Buyer may: (i) terminate this Agreement by giving written notice to Seller, in which case the Earnest Money shall be immediately refunded to Buyer; (ii) obtain specific performance of the terms of this Agreement; (iii) recover from Seller, and Seller shall pay to Buyer on demand, all costs and expenses incurred by Buyer in connection with the transaction contemplated by this Agreement, including, without limitation, all costs and expenses incurred by Buyer in connection with the preparation and negotiation of this Agreement, Buyer's due diligence and inspections with respect to the Property, and Buyer's efforts to obtain the Buyer Permits; and (iv) with or without terminating this Agreement, obtain any and all other remedies available hereunder, at law or equity, including, without limitation, recovery of its damages from Seller. The remedies set forth in the preceding sentence shall be cumulative and non-exclusive.

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

11. Casualty & Condemnation. Prior to the Closing, Seller shall bear the entire risk of loss with respect to the Property and Seller shall maintain its existing property insurance with respect to the Property (the "Property Insurance"). If the Property is damaged

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

12. Notices. All notices, consents and other communications (collectively, "Notices") which may be or are required to be given by Seller or Buyer under this Agreement shall be properly given only if made in writing and sent by hand delivery, email transmission, or overnight delivery by a nationally recognized and reputable courier (such as, without limitation, Federal Express or UPS) in accordance with this section. Notices shall be sent to a party at the address of such party set forth in the introductory paragraph of this Agreement or such other address as a party may specify by written notice to the other party sent in accordance with the terms of this section. Notices shall be deemed received: (i) if delivered by hand, on the date of delivery; (ii) if sent by overnight delivery service, on the date the same is deposited with the applicable carrier; and (iii) if sent by email, on the date of dispatch by the sender, provided, if the recipient does not confirm receipt of a Notice sent by email, then a copy of such Notice must also be sent by one of the other means specified in this section within three (3) business days thereafter. The provisions of this section shall survive the termination of this Agreement.

13. Adjacent Property. Seller acknowledges and agrees that Buyer's proposed acquisition of the Property is part of a planned land assembly, and Buyer may elect not to acquire the Property in the event Buyer does not acquire real property described on Exhibit C (the "Adjacent Property") prior to or simultaneously with the Closing. Accordingly, Buyer may, at its option, terminate this Agreement, by giving written notice to Seller prior to Closing, if Buyer is does not acquire fee simple absolute title to the Adjacent Property for any reason or no reason, in its sole and absolute discretion, at or prior to Closing, including, without limitation, due to Buyer being unable to purchase the Adjacent Property on terms and conditions acceptable to Buyer, Buyer being unsatisfied with the result of its due diligence, analyzes and inspections with respect to the Adjacent Property, its proposed use and development of the Adjacent Property or any matter related thereto, or Buyer being unable to obtain any all permits, licenses, zoning changes, conditional use permits, variances, site plan approvals, entitlements and other governmental approvals required for its use or development of the Adjacent Property, all as determined by Buyer in its sole and absolute discretion. Seller further acknowledges that Buyer may still be endeavoring to enter into contracts granting it the right to purchase the Adjacent Property, and Seller agrees that Buyer may freely discontinue its efforts to acquire the Adjacent Property at any time and for any reason. In the event Buyer is unable to acquire the Adjacent Property in accordance with this section at the time the Closing is scheduled to occur (as extended) for any reason, Buyer may postpone the Closing for up to thirty (30) days. In the event Buyer terminates this Agreement pursuant to this section, the Earnest Money shall be paid to Seller.

14. Construction / No Merger. All of the representations, warranties, covenants and other terms set forth in this Agreement shall survive the Closing and the delivery of the Deed (and shall not merge therewith), provided, the representations and warranties set forth in Section 5 shall only survive for the period expressly provided therein. Each of the parties hereto has agreed to the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or the draftsman. For purposes of this Agreement, (i) the terms "hereof", "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular article, section or paragraph contained herein, (ii) the terms "breach" and "default" are used interchangeably herein, (iii) any pronoun shall include the masculine, feminine and neuter forms, (iv) all references to sections, subsections and paragraphs refer to the sections, subsections and paragraphs of this Agreement, unless otherwise indicated, (v) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," and (vi) "business days" are Monday through Friday, excluding any holidays on which national banking associations are authorized or required to be closed in the area where the Property is located.

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

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

17. Brokers. At Closing, (i) Buyer shall pay any commission due Colliers International ("Colliers") in connection with the transaction contemplated by this Agreement pursuant to a separate written agreement between Buyer and Colliers, and (ii) Seller shall

pay a commission to Benchmark Realty LLC ("Benchmark") equal to one percent (1%) of the Purchase Price. Except for Colliers and Benchmark, Buyer and Seller each represents and warrants to the other, as of the Effective Date and the Closing, that it has not dealt with any broker, brokerage firm, listing agent or finder (each, a "Broker") in connection with the transaction contemplated in this Agreement (the "Transaction"). Buyer shall indemnify, defend and hold harmless Seller from and against all claims, lawsuits, actions, costs, damages, liabilities and expenses (including, but not limited to, reasonable attorneys' fees, litigation expenses and court costs) arising out of any claim for a commission, fee or other compensation made by a Broker with whom it has dealt in connection with the Transaction, including, without limitation, Colliers. Seller shall indemnify, defend and hold harmless Buyer from and against all claims, lawsuits, actions, costs, damages, liabilities and expenses (including, but not limited to, reasonable attorneys' fees, litigation expenses and court costs) arising out of any claim for a commission, fee or other compensation made by a Broker with whom it has dealt in connection with the Transaction, including, without limitation, Benchmark, but excluding Colliers. The provisions of this section shall survive the termination of this Agreement.

18. Miscellaneous. This Agreement constitutes the entire agreement and understanding of Buyer and Seller with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, and this Agreement may be amended only by a written instrument executed by Buyer and Seller. All of the exhibits referenced in this Agreement are attached hereto and incorporated herein. If Seller or Buyer is comprised of more than one (1) person or entity, then all of the persons and entities comprising Seller or Buyer, as applicable, shall be jointly and severally liable hereunder. In the event any provision of this Agreement shall be prohibited by or invalidated under applicable law, the remaining provisions of this Agreement shall remain fully effective. No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any remedy accruing upon the breach of this Agreement shall impair such remedy or be construed as a waiver of such breach. The waiver by Seller or Buyer of any breach shall not be deemed a waiver of any other breach of the same or any other provision hereof. Buyer may freely assign this Agreement, without the consent of Seller. The captions and headings contained herein are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning of any provision of this Agreement. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day. FOR PURPOSES OF THIS AGREEMENT, TIME SHALL BE CONSIDERED OF THE ESSENCE. This Agreement shall be governed by and construed under the laws of the State of Tennessee. If any legal proceeding is commenced to enforce the terms of this Agreement or to interpret the provisions contained herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party. Seller and Buyer agree that, unless and until the transaction contemplated herein is closed, the terms of this Agreement will be kept strictly confidential by Seller, except Seller may disclose the terms of this Agreement to the extent required to comply with applicable laws. In addition, prior to Closing, Seller shall not disclose Buyer's identity, the identity of Buyer's affiliates, Buyer's interest in acquiring the Property, any of Buyer's plans pertaining to the Property, or Buyer's proposed use of the Property. This Agreement may be executed in any number of identical counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, with the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. Any signatures of this Agreement delivered via facsimile shall be deemed original signatures. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing. The exchange of copies of this Agreement and of signature pages by electronic mail or other means of electronic transmission (including, without limitation, pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement as to the parties. Signatures of the parties transmitted by electronic mail or other means of electronic transmission (including, without limitation, pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will be deemed to be their original signatures for all purposes. If Buyer has not received a copy of this Agreement signed by Seller within two (2) business days after the date Buyer executes this Agreement, as set forth on its signature block below, then Buyer may (but shall not be obligated to): (i) deem this Agreement to be null and void, in which case the Earnest Money shall be refunded to Buyer to the extent the same has been previously deposited; or (ii) postpone depositing the Earnest Money with Title Company until five (5) business days after Buyer receives a copy of this Agreement executed by Seller, and extend the Inspection Period by the number of days between the date Buyer signed this Agreement, as set forth on its signature block below, and the date Buyer receives a copy of this Agreement signed by Seller. The provisions of this section shall survive the termination of this Agreement.

19. Definition of Hazardous Substances. As used in this Agreement, the term "Hazardous Substances" shall mean all hazardous or toxic substances, materials, wastes, pollutants and contaminants that are listed, defined, or regulated under any applicable governmental laws, rules, regulations, codes, ordinances, orders and directives pertaining or related to health, safety or the environment ("Applicable Environmental Laws"), including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.A. §§ 9601 to 9675), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C.A. § 5101

et seq.), the Resource Conservation and Recovery Act (42 U.S.C.A. §§ 6921 to 6939e), the Federal Water Pollution Control Act (33 U.S.C.A. §§ 1251 to 1387), the Clean Air Act (42 U.S.C.A. §§ 7401 to 7671q), the Emergency Planning and Community Right to Know Act (42 U.S.C.A. §§ 11001 to 11050), the Toxic Substances Control Act (15 U.S.C.A. §§ 2601 to 2692), the Solid Waste Disposal Act (42 U.S.C.A. §§ 6901 to 6992k), the Oil Pollution Act (33 U.S.C.A. §§ 2701 to 2761) and all rules and regulations promulgated pursuant thereto. Without limiting the generality of the foregoing, "Hazardous Substances" shall specifically include polychlorinated biphenyl, asbestos (friable and non-friable), radon, urea formaldehyde, gasoline, diesel, oil, petroleum products and their respective constituents, by-products and residue.

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

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

22. 1031 Exchange. Either party may engage in an exchange of like-kind property pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, utilizing a "qualified intermediary", as such term is defined under Treas. Reg. § 1.1031(k)-1(g)(4), in connection with its purchase or sale of the Property, as applicable, pursuant to this Agreement. If Seller or Buyer elects to engage in such a like-kind exchange, (i) it may assign its right, title and interest in this Agreement to a qualified intermediary in order to facilitate the exchange, provided it shall remain primarily responsible for fulfilling its obligations and liabilities hereunder, (ii) the other party shall have no recourse whatsoever against the qualified intermediary under or pursuant to this Agreement, and (iii) the other party shall execute any documents reasonably necessary in connection with the exchange so long as the same do not increase its obligations or liabilities and do not decrease its rights. Notwithstanding anything to the contrary, neither party shall be required to incur any cost or liability in connection with any such like-kind exchange being conducted by the other party nor shall either party be required to take title to any other property in connection with a like-kind exchange being conducted by the other party.

[SIGNATURES ON NEXT PAGE]

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

BUYER:

AFUTR, LLC

By: 
Name: Brandon Williams
Title: CFO
Date: 10/29/25

SELLER:

M&H COMMERCIAL INVESTMENTS, LLC

By: 
Name: Aaron Hayek
Title: _____
Date: _____

dotloop verified
10/24/25 8:02 AM CDT
R8ZJ-BRCI-OW6Y-EIPS


Adam Morgan

dotloop verified
10/24/25 9:28 AM CDT
BOUR-HYJ7-VMEO-WB0M

Exhibit A

Description of Property

Being a tract of land as shown on property Map 42, Assessor's Office, and lying wholly within the 1st Civil District of Williamson County, Fairview, Tennessee. Bounded in general by State Highway 100 on the South; Vernon C. Daugherty and Homer Carter on the West; Wilson Sullivan etal on the North and East, more particularly described as follows:

Beginning at iron pin set on the North margin of State Highway 100 (33' from the center), the Southwest corner of Wilson Sullivan etal (ref. Deed Book 318, Page 719, ROWC); thence leaving Sullivan etal and with the North margin of State Highway 100, S 67 deg. 05' 23" W 22.88 feet to an iron pin set; thence N 22 deg. 54' 37" W 17.00 feet to an existing concrete monument; thence S 67 deg. 05' 23" W 342.79 feet to an iron pin set, the southeast corner of Vernon C. Daugherty's East line (based on existing fence and parole evidence) N 04 deg. 28' 12" E 517.22 feet to an iron pin set in the south line of Homer Carter (ref. Deed Book 105, page 148, ROWC); thence leaving Daugherty and with Carter's South and East line S 85 deg. 31' 48" E 10.37 feet to a concrete monument; thence North 05 deg. 47' 48" E 159.81 feet to an existing iron pin, a corner of the aforementioned Wilson Sullivan etal; thence leaving Carter and with Sullivan's South and West lines N 70 deg. 39' 17" E 216.53 feet to an existing iron pin; thence S 05 deg. 50' 12" E 473.12 feet to an existing iron pin; thence S 09 deg/ 17' 31" E 150.17 feet to the point of beginning, containing 4.02 acres, more or less.

Being the same property conveyed to Ken Karger, as to an undivided 50% interest and Jonathan R. Cherry, as to an undivided 50% interest, as tenants in common, by Special Warranty Deed from First Bank, dated August 31, 2016, of record in Book 6863, Page 915, Register's Office for Williamson County, Tennessee. AND Being the same property conveyed to Southeast Investment Partners, a Tennessee general partnership, by Quitclaim Deed from Ken Karger and Jonathan R. Cherry, dated January 29, 2018, of record in Book 7287, page 792, Register's Office for Williamson County, Tennessee.

Exhibit B

License Agreement

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of _____, 20__ (the "Effective Date"), by and between AFUTR, LLC ("Licensor") and M&H COMMERCIAL INVESTMENTS, LLC ("Licensee").

W I T N E S S E T H:

WHEREAS, Licensee and Licensor entered into that certain Sale Agreement having an "Effective Date" (as defined therein) of October __, 2025, as amended (collectively, the "Sale Agreement"), pertaining to the real property located on 1866 Fairview Boulevard, Fairview, Tennessee and described on Exhibit A, attached hereto and incorporated herein by reference (said real property being hereinafter referred to as the "Premises"); and

WHEREAS, Licensor and Licensee agreed to enter into this Agreement at the closing and consummation of the transaction contemplated by the Sale Agreement (the "Closing"), in order to allow Licensee to utilize the Premises for the limited purposes of operating Licensee's business and removing the Licensee's personal property therefrom; and

WHEREAS, Section 8(c) of the Sale Agreement requires Licensee to deposit the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) with Licensor at the Closing (such amount being the "Security Deposit").

NOW, THEREFORE, for \$10.00 paid Licensor by Licensee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Agreement shall have the meaning ascribed thereto in the Sale Agreement.

2. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and expire on the earlier of (i) the date that is one hundred eighty (180) days after the Effective Date, or (ii) the date that is sixty (60) days after Licensor sends a written notice (a "Termination Notice") to Licensee that Licensor is electing to terminate this Agreement. Licensor shall have the right to terminate this Agreement, without cause, at any time by sending a Termination Notice to Licensee. Licensee's right and license to enter the Premises under the terms of this Agreement will expire at the end of the Term.

3. License.

(a) During the Term, Licensor hereby grants to Licensee the right and license to enter upon and utilize the Premises for the limited purposes of: (i) operating Licensee's existing business at the Premises, in a manner consistent with how such business was being conducted as of the Effective Date; and (ii) removing all of Licensee's furnishings, trade fixtures, equipment and other personal property from the Premises (collectively, the "Personal Property"); provided, the Personal Property shall not include any mechanical, electrical, plumbing, HVAC, fire protection, security or attached lighting systems or any fixtures.

(b) Licensee shall comply, and cause the Premises and Personal Property to comply, with all applicable governmental laws, ordinances, codes, regulations, rulings, orders, judgments and decrees (collectively, "Applicable Laws") and all matters encumbering title to the Premises (collectively, the "Title Matters"), including, without limitation, the Permitted Exceptions.

(c) Licensee shall cause the Personal Property to be removed from the Premises prior to the end of the Term, in a manner that complies with Applicable Laws and does not result in any material damage to the Premises. Licensee shall properly disconnect the Personal Property from all utility lines in a manner that does not result in any leaks or other hazardous or unsafe conditions. Without limiting the generality of the foregoing, Licensee shall properly cap off any water, sewer or electric lines that were connected to the Personal Property so there are no open pipes or exposed wires. If Licensee fails to remove any of the Personal Property by the expiration of the Term, then Licensor may, at its option and in addition to its other rights and remedies, (i) require Licensee to pay the License Fee (hereinafter defined) and comply with the terms of this Agreement until the date the Personal Property is removed from the Premises, or (ii) deem any portion of such Personal Property to be abandoned, dispose of such Personal Property in any manner Licensor sees fit, without liability or responsibility to Licensee, and retain all amounts received therefrom, in which case Licensee shall reimburse Licensor, upon demand, for all costs incurred by Licensor to remove and dispose of such Personal Property, including, without limitation, the cost of repairing any damage to the Premises caused by the removal thereof.

(d) Licensee shall perform all repairs, maintenance and replacements required to keep the Premises in the condition existing as of the Effective Date, except Licensee shall not be required to repair or replace any portion of the Premises damaged by fire, casualty or condemnation. In no event shall Licensor be required to perform any maintenance, repairs, replacements or improvements to the Premises. Licensee hereby acknowledges that its use of the Premises, and all Personal Property remaining on

the Premises after the Effective Date, shall be at Licensee's sole risk, and expense, and Licensor shall not have any liability or responsibility on account of any loss or damage suffered by Licensee in connection therewith, unless the same is due to the gross negligence or willful misconduct of Licensor. Notwithstanding anything contained herein to the contrary, Licensor shall have the right to enter upon and secure the Premises, in any manner that it deems appropriate after the Effective Date, so long as it does not materially interfere with Licensee's ability to use the Premises, and remove the Personal Property, in compliance with the terms of this Agreement.

(e) Licensee shall vacate and surrender the Premises to Licensor immediately upon the expiration of the Term. Licensee shall (i) quit and surrender possession of the Premises to Licensor upon the expiration of the Term, in a good and clean condition and in good working order, except for ordinary wear and tear and damage caused by fire, casualty or a taking by eminent domain, and (ii) provide Licensor with the keys to all locks and the combinations of all safes, cabinets and vaults, if any, at the Premises immediately upon the end of the Term. If Licensee fails to vacate and surrender the Premises at the end of Term, then, in addition to Licensor's other rights and remedies, Licensee shall pay to Licensor a license fee (the "License Fee") in the amount of \$1,000.00 per day for each day between expiration of the Term and the date Licensee vacates and surrenders the Premises to Licensor, without setoff, abatement or deduction. Licensee shall pay all amounts that it owes Licensor under this section within ten (10) days after its receipt of a written demand for the same, which amounts shall be paid by Licensee to Licensor at the address specified in Section 11 or such other place as Licensor may designate to Licensee by written notice. If Licensee fails to pay any amount that it owes Licensor under this Agreement, Licensee shall pay Licensor interest on such amount, from the date due until paid, at the lesser of ten percent (10%) per annum or the maximum rate permitted under Applicable Laws.

(f) Licensee acknowledges and agrees that it is utilizing the Premises on a "AS IS, WHERE IS" basis, with all faults, and Licensor shall not have any obligations to maintain, repair, replace, or improve the Premises. Licensor has not made, is not making and specifically disclaims any representations or warranties to Licensee regarding the Premises or any matter pertaining thereto, express or implied. Licensee hereby waives any and all claims it has or may have against Licensor or its affiliates, agents, employees, contractor or representatives (known and unknown, present or future, foreseeable or unforeseeable) arising as a result of any injury, damage to property, loss, or other occurrence on or about the Premises after the Effective Date, unless the same is directly caused by the gross negligence or willful misconduct of Licensor.

(g) Licensee shall pay, when due, (i) the cost of all utilities furnished to the Premises during the Term, including, without limitation, water, sanitary sewer, electricity, gas, telephone and data transmission/internet service, (ii) the cost of all services furnished to the Premises at the request of Licensee, and (iii) all costs and expenses arising in connection with Licensee's activities or operation on the Premises. No disruption or cessation of any utility service to the Premises shall render Licensor liable to Licensee for damages or relieve Licensee from any of its obligations or liabilities under this Agreement. Licensee shall cause all trash, rubbish and debris to be promptly removed from the Premises at Licensee's expense. Upon the expiration of the Term, Licensee shall, as directed by Licensor, either cause any utility service being furnished to the Premises to be discontinued or switched to an account in Licensor's name.

(h) Licensee shall not make any alteration, additions or improvements to the Premises during the Term, except maintenance, repairs and replacements that are Licensee's responsibility under this Agreement.

(i) Licensee shall not use or permit the Premises to be used in a manner that: (i) is illegal or immoral; (ii) constitutes a nuisance (public or private) or results in noxious or offensive odors outside the Premises; or (iii) violates any insurance policy covering the Premises or Licensee's use thereof.

4. Insurance and Indemnity.

(a) During the Term, Licensee shall maintain, at its expense: (i) commercial general liability insurance covering Licensee, its agents, employees, contractors and representatives, written on an occurrence basis, with a combined single limit of not less than \$2,000,000.00 per occurrence for bodily injury and death and of not less than \$1,000,000.00 per occurrence for property damage and containing contractual liability coverage; (ii) worker's compensation insurance in accordance with Applicable Laws, and Employer's liability insurance in an amount of not less than \$1,000,000.00 per accident, \$1,000,000.00 per person for disease, and \$2,000,000 policy limit for disease; and (iii) property insurance covering the Premises and the Personal Property (the "Property Insurance"), written on a "Causes of Loss, Special Form" basis, in an amount equal to the full replacement cost thereof. All of Licensee's insurance shall provide primary coverage when any insurance policy issued to Licensor provides duplicate or similar coverage, and in such circumstance Licensor's insurance policy will provide excess coverage over Licensee's insurance. All of Licensee's liability insurance shall name Licensor as an additional insured, and the Property Insurance shall name Licensor as loss payee. Licensor shall be entitled to all amounts paid pursuant to the Property Insurance on account of loss or damage to the Premises, and Licensee shall be entitled to all amounts paid pursuant to the Property Insurance on account of loss or damage to the Personal

Property. The insurance policies that Licensee is required to obtain under this Agreement (i) shall be in form and substance reasonably acceptable to Licenser, (ii) shall be issued by companies rated A, Class XII or better in the most current version of Best's Rating Guide, (iii) shall have a deductible of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) or less, and (iv) shall provide that they cannot be amended, cancelled or terminated unless Licenser has been given thirty (30) days prior written notice, if such a provision is available on commercially reasonable terms. The insurance Licensee is required to obtain under this Agreement may be carried under blanket policies; provided such blanket policies have a protective liability endorsement benefitting Licensee. If Licensee fails to maintain any of the insurance required under this Agreement, then, in addition to other remedies available hereunder, at law or in equity, Licenser may purchase such insurance, in which event Licensee shall reimburse Licenser for the reasonable cost of such insurance, upon demand. Upon Licenser's written request, Licensee shall promptly provide Licenser with certificates evidencing that the insurance Licensee is required to maintain hereunder is in full force and effect. In addition, Licensee shall promptly furnish Licenser with the original (or a certified copy) of each policy of insurance required hereunder, and evidence of the payment of all premiums therefor, to the extent required by Licenser.

(b) Notwithstanding anything to the contrary contained herein, Licensee hereby waives all rights to recovery, claims and causes of action it may have against Licenser and Licenser's affiliates, employees, agents, contractors and representatives for any loss or damage that is actually covered by Licensee's property insurance or that would have been covered had Licensee maintained a policy of property insurance in compliance with the terms of this Agreement. Licensee shall cause the companies issuing its property insurance to waive all subrogation rights against Licenser (and its affiliates, employees, agents, contractors and representatives) and shall provide Licenser with appropriate evidence confirming that such waiver is in effect.

(c) Except to the extent caused by the negligence or willful misconduct of Licenser, Licensee shall indemnify, defend (with counsel reasonably acceptable to Licenser) and hold harmless Licenser from and against any and all claims, actions, lawsuits, liabilities, damages, losses, costs and expenses (including, but not limited to, court costs, litigation expenses and reasonable attorneys' fees) arising or resulting from (i) Licensee's use of the Premises, (ii) the removal of the Personal Property, (iii) any acts or omissions of Licensee or any of its affiliates, agents, employees, contractors or representatives occurring on or about the Premises during the Term or arising from any activities or operations on the Premises during the Term, or (iv) the use, generation, handling, storage, disposal or release of any hazardous or toxic substances, materials, wastes, pollutants or contaminants on, under or about the Premises by Licenser or any of its agents, employees, contractors, representative or invitees. Licensee's indemnification obligations under this section shall survive the expiration or earlier termination of this Agreement.

5. Damage and Destruction. If the Premises is damaged by fire, casualty or a taking by eminent domain, or any conveyance in lieu thereof, (i) neither Licenser or Licensee shall be required to repair such damage, (ii) Licenser shall be entitled to all insurance proceeds or condemnation awards paid on account thereof, and Licensee shall not have any right, title or interest therein, (iii) Licensee shall take any actions reasonably require to transfect such insurance proceeds and condemnation awards to Licenser to the extent request by Licenser, in writing.

6. Security Deposit. The Security Deposit shall secure the satisfaction of Licensee's obligations and liabilities under this Agreement. No interest shall be earned, paid, payable or owing to Licensee with respect to the Security Deposit. Licenser shall have the right, from time to time and without prejudicing any other remedy available hereunder, at law or in equity, to draw upon and apply the Security Deposit to pay (i) any damages, injuries, costs, expenses and liabilities that Licenser suffers or incurs as a result of Licensee's default under this Agreement, (ii) any amounts owed by Licensee to Licenser under this Agreement, and (iii) any costs incurred by Licenser to remedy any such default that is not cured by Licensee within ten (10) days after Licenser notifies Licensee of the same, in writing. Any remaining balance of the Security Deposit shall be returned to Licensee within thirty (30) days after the later of (i) the termination of Term or (ii) the date Licensee satisfies all of Licensee's obligations and liabilities under this Agreement.

7. Assignment & Subletting. Licensee shall not, voluntarily or by operation of law, assign, mortgage, pledge, hypothecate or encumber this Agreement, or any interest therein, or permit any other person or entity to utilize the Premises, or any portion thereof, without Licenser's prior written consent, which consent may be granted or withheld by Licenser in its sole and absolute discretion.

8. No Liens. Notice is hereby given that Licenser will not be liable for any work, services, materials or labor furnished to Licensee, and no mechanic's, materialmen's or other lien arising or resulting from Licensee's acts or omissions (collectively, "Licensee Liens") shall attach to or affect Licenser's interest or estate in the Premises. Licensee shall keep the Premises and its interest under this Agreement free and clear of all Licensee Liens, including, but not limited to, liens for work, services, materials or labor furnished to Licensee or alleged to have been so furnished. In the event Licensee fails to discharge any Licensee Lien encumbering the Premises or Licensee's interest in this Agreement within twenty (20) days after the filing thereof, Licenser may (but shall not be obligated to) cause such lien to be released and discharged, in which event Licensee shall reimburse Licenser for all costs it incurs in connection therewith, including, but not limited to, reasonable attorneys' fees.

9. Default. In the event Licensee defaults under this Agreement and does not cure such default within ten (10) days after receiving written notice from Licensors, then, in addition to its other rights and remedies hereunder, at law or in equity, Licensors may immediately terminate this Agreement and recover its damages from Licensee.

10. Entry. Licensors retains the right to enter upon and use the Premises for any purposes, so long as it does not materially interfere with Licensee's use of the Premises for the purposes permitted under this Agreement during the Term.

11. Notices. All notices, consents, approvals and other communications (collectively, "Notices") that may be or are required to be given by either Licensors or Licensee under this Agreement shall be properly made only if in writing and sent to the address of Licensors or Licensee, as applicable, set forth below, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service.

If to Licensors: AFUTR, LLC
 c/o Bradley Arant Boult Cummings LLP
 1221 Broadway, Suite 2400
 Nashville, Tennessee 37203
 Attn: David A. Rutter, Esq.

If to Licensee: M&H Commercial Investments, LLC
 3311 Gulf Breeze Parkway, Suite #350
 Gulf Breeze, Florida 32563

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if sent by hand or overnight delivery service, on the date of delivery; and (ii) if sent by United States mail, on the date of deposit. The refusal to accept delivery shall constitute acceptance.

12. Construction. Whenever the context may require, any pronoun used in this Agreement shall include the masculine, feminine and neuter forms. All references to articles, sections and paragraphs shall be deemed references to the articles, sections and paragraphs of this Agreement, unless the context shall indicate otherwise. The terms "hereof", "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular article, section or paragraph contained herein. The titles of the articles, sections and paragraphs of this Agreement are for convenience only and shall not affect the meaning of any provision hereof. Licensors and Licensee have agreed to the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman.

13. Successors and Assigns. This Agreement shall be binding on the Licensors, Licensee and their respective heirs, successors, executors, administrators and assigns; provided the foregoing shall not be construed to permit any assignment of this Agreement.

14. Waiver of Jury Trial. LICENSOR AND LICENSEE HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY AND ALL CLAIMS ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE PREMISES, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

15. Miscellaneous. This Agreement sets forth the entire agreement between the parties, provided, nothing contained herein shall be deemed to limit or otherwise modify Licensee's obligations or liabilities under the Sale Agreement. This Agreement shall be governed by the laws of the State of Tennessee. No waiver of any provision of or default under this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall not be affected thereby. If any legal proceeding is commenced to enforce the terms of this Agreement or to interpret the provisions contained herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party. FOR PURPOSES OF THIS AGREEMENT, TIME SHALL BE CONSIDERED OF THE ESSENCE. In the event any provision of this Agreement shall be prohibited by or invalidated under applicable law, the remaining provisions of this Agreement shall remain fully effective. No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any remedy accruing upon the breach of this Agreement shall impair such remedy or be construed as a waiver of such breach. The waiver by Licensee or Licensors of any breach shall not be

deemed a waiver of any other breach of the same or any other provision hereof. Licensee shall not have the right to assign this Agreement. This Agreement may be amended only by a written instrument executed by Licensee and Licensor.

[SIGNATURES ON NEXT PAGE]

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

Licensors:

AFUTR, LLC

By: *B Williams*
Title: CFO
Date: 10/29/2025

Licensee:

M&H COMMERCIAL INVESTMENTS, LLC

By: *Aaron Hayek*
Title:
Date:

dotloop verified
10/23/25 6:47 PM CDT
JWWT-C924-EEQX-EHSL

Aaron Hayek

Adam Morgan

dotloop verified
10/23/25 4:48 PM CDT
ZWJC-PSXZ-VOLIG-AK3N

Adam Morgan

EXHIBIT A [TO LICENSE AGREEMENT]

DESCRIPTION OF PREMISES

Being a tract of land as shown on property Map 42. Assessor's Office, and lying wholly within the 1st Civil District of Williamson County, Fairview, Tennessee. Bounded in general by State Highway 100 on the South; Vernon C. Daugherty and Homer Carter on the West; Wilson Sullivan etal on the North and East, more particularly described as follows:

Beginning at iron pin set on the North margin of State Highway 100 (33' from the center), the Southwest corner of Wilson Sullivan etal (ref. Deed Book 318, Page 719, ROWC); thence leaving Sullivan etal and with the North margin of State Highway 100, S 67 deg. 05' 23" W 22.88 feet to an iron pin set; thence N 22 deg. 54' 37" W 17.00 feet to an existing concrete monument; thence S 67 deg. 05' 23" W 342.79 feet to an iron pin set, the southeast corner of Vernon C. Daugherty's East line (based on existing fence and parole evidence) N 04 deg. 28' 12" E 517.22 feet to an iron pin set in the south line of Homer Carter (ref. Deed Book 105, page 148, ROWC); thence leaving Daugherty and with Carter's South and East line S 85 deg. 31' 48" E 10.37 feet to a concrete monument; thence North 05 deg. 47' 48" E 159.81 feet to an existing iron pin, a corner of the aforementioned Wilson Sullivan etal; thence leaving Carter and with Sullivan's South and West lines N 70 deg. 39' 17" E 216.53 feet to an existing iron pin; thence S 05 deg. 50' 12" E 473.12 feet to an existing iron pin; thence S 09 deg/ 17' 31" E 150.17 feet to the point of beginning, containing 4.02 acres, more or less.

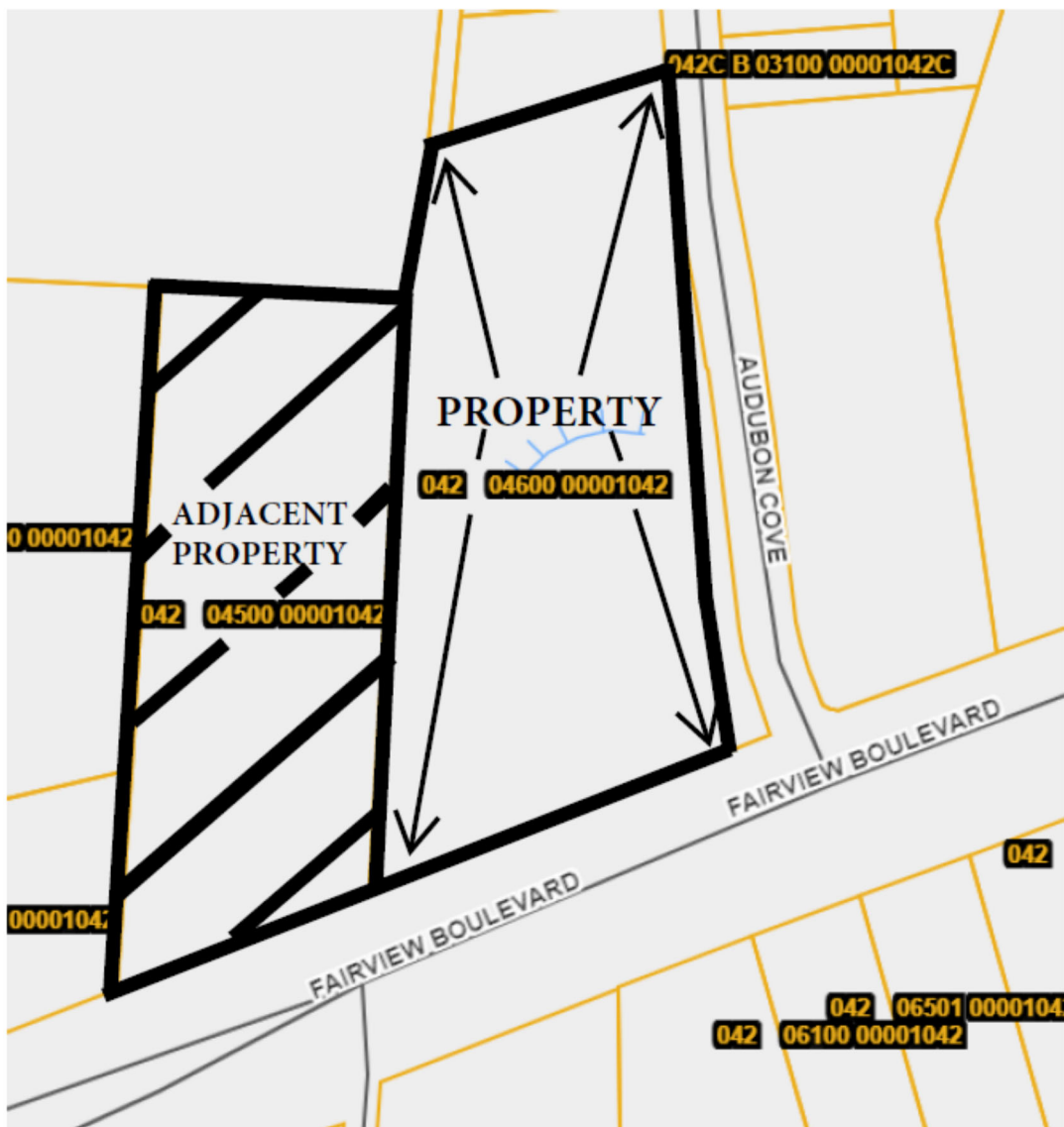
Exhibit C

Description of Adjacent Property

The "Adjacent Property" is the real property in Fairview, Williamson County, Tennessee, containing approximately 2.54 acres, commonly known as Tax Map & Parcel No. 042-04500-00001042, being the same property conveyed in that certain Warranty Deed recorded in Official Records Book 558, Page 561 in the Register's Office for Williamson County, Tennessee and shown below.



= ADJACENT PROPERTY



SECOND AMENDMENT TO SALE AGREEMENT

THIS SECOND AMENDMENT TO SALE AGREEMENT (this “Amendment”) is made and entered into effective as of February 24, 2026 (the “Amendment Date”), by and between AFUTR, LLC, a Delaware limited liability company (“Buyer”), and M&H COMMERCIAL INVESTMENTS, LLC, an Alabama limited liability company (“Seller”).

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Sale Agreement, having an Effective Date of October 29, 2025 (the “Original Sale Agreement”), as amended by that certain First Amendment to Sale Agreement dated December 29, 2025 (the Original Sale Agreement, as amended, is herein referred to as the “Sale Agreement”), relating to the real property in Fairview, Williamson County, Tennessee, containing approximately 4.02 acres and more particularly described in the Sale Agreement; and

WHEREAS, Seller and Buyer have agreed to amend the Sale Agreement as provided in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Defined Terms. All capitalized terms used, but not defined in this Amendment, shall have the meaning ascribed to them in the Sale Agreement.
2. Inspection Period. The Inspection Period is hereby extended until March 30, 2026, and Section 4(a) of the Sale Agreement is hereby amended accordingly. Within five (5) business days after the Amendment Date, Buyer shall deposit an additional Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) with the Title Company (the “Second Amendment Deposit”), which amount shall be part of the Earnest Money, shall be credited against the Purchase Price at Closing, shall be non-refundable, and shall be paid to Seller upon termination of the Sale Agreement, except the entire Earnest Money shall be refunded to Buyer upon termination of the Sale Agreement due to Seller’s default or as otherwise expressly provided in the Sale Agreement.
3. Extension Option. Buyer is hereby granted one (1) additional option (the “Additional Extension Option”) to extend the Inspection Period for an additional thirty (30) days. If Buyer desires to exercise the Additional Extension Option, Buyer shall (i) so notify Seller, in writing, on or before the date the Inspection Period is then set to expire, and (ii) deposit an additional Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) with the Title Company within five (5) business days after it exercises the Additional Extension Option (the “Additional Extension Deposit”). The Additional Extension Deposit shall be part of the Earnest Money, shall be credited against the Purchase Price at Closing, shall be non-refundable, and shall be paid to Seller upon the termination of the Sale Agreement, except the entire Earnest Money shall be refunded to Buyer upon termination of the Sale Agreement due to Seller’s default or as otherwise expressly provided in the Sale Agreement.
4. Miscellaneous. Except as modified by this Amendment, all of the terms of the Sale Agreement shall continue in full force and effect and are ratified and affirmed, and nothing contained in this Amendment shall constitute a waiver of any provision of the Sale Agreement or any rights or remedies arising thereunder. This Amendment may be executed in separate counterparts and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall be valid and sufficient to bind any party to this Amendment. Signatures to this Amendment transmitted by facsimile, email or other electronic transmission (for example, through the use

of a Portable Document Format or “PDF” file) shall be valid and effective to bind the party so signing. The exchange of copies of this Amendment and of signature pages by electronic mail or other means of electronic transmission (including, without limitation, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution, delivery, and performance of this Amendment as to the parties. Signatures of the parties transmitted by electronic mail or other means of electronic transmission (including, without limitation, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will be deemed to be their original signatures for all purposes. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Sale Agreement, the terms of this Amendment shall control. This Amendment shall be governed by the laws of the State of Tennessee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed effective as of the date set forth above.

SELLER:



dotloop verified
02/23/26 1:28 PM CST
IRZC-5HEI-MGWT-17KE

M&H COMMERCIAL INVESTMENTS, LLC

By:



dotloop verified
02/23/26 1:08 PM CST
GYWN-8H1Y-AQTF-T0HA

Name: _____

Title: _____

BUYER:

AFUTR, LLC

By: 

Name: Brandon Williams

Title: CFO

SALE AGREEMENT

THIS SALE AGREEMENT (the "Agreement") is made and entered into as of February 6th, 2026 (the "Effective Date"), by and between AFUTR, LLC ("Buyer"), a Delaware limited liability company whose address is c/o Bradley Arant Boult Cummings, LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203, Attn: David A. Rutter, Esq. and whose email address is drutter@bradley.com, and HAROLD E. CRYE, individually and as Trustee of the HAROLD E. CRYE REVOCABLE LIVING TRUST (collectively, "Seller"), whose address is 7165 PRINCETON HILLS and whose email address is HCRYE@G-1Homes.com
BRENTWOOD TN

WITNESSETH:

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

1. Buy/Sell.

(a) Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property in Williamson County, Tennessee described on Exhibit A, attached hereto and incorporated herein by this reference, including, without limitation, all improvements on, under or about said real property and all development rights, utility capacity reservations, easements, interests, privileges, tenements, hereditaments, entitlements, and other rights appurtenant to said real property (collectively, the "Property").

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

2. Price. The purchase price for the Property (the "Purchase Price") shall be ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00). Subject to any credits and adjustments required under this Agreement, the entire Purchase Price shall be paid by Buyer to Seller in immediately available funds at Closing.

3. Earnest Money. Within five (5) business days after the Effective Date, Buyer shall deposit the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) with Fidelity National Title Insurance Company (the "Title Company"), which amount and all interest earned on such amount while it is held by the Title Company, if any, are collectively referred to as the "Earnest Money." The Earnest Money shall be paid to Seller and credited (dollar for dollar) against the Purchase Price at Closing or otherwise disbursed in accordance with the terms of this Agreement, which terms shall survive the termination hereof. In the event this Agreement is terminated for any reason other than Seller's default hereunder, One Hundred and No/100 Dollars (\$100.00) (the "Independent Consideration") shall be deducted from the Earnest Money, shall be paid to Seller, and shall cease to be part of the Earnest Money. Seller shall not be entitled to the Independent Consideration in the event this Agreement is terminated due to Seller's default hereunder. Buyer shall pay the fee charged by the Title Company, if any, to hold the Earnest Money, which obligation shall survive the termination of this Agreement.

4. Inspection and Approval.

(a) For purposes hereof, the term "Inspection Period" means and refers to the period commencing on the Effective Date and expiring July 29, 2026. Prior to the Closing or the termination of this Agreement, as applicable, Buyer and its agents, employees, contractors and representatives shall have the right to enter upon and inspect the Property, including, without limitation, the right to perform surveys, geotechnical reviews, soil borings, environmental assessments and other similar activities. Within five (5) business days after the Effective Date, Seller shall furnish Buyer with a copy of all materials related to the physical condition of the Property, title to the Property, and the environmental condition of the Property in Seller's possession or control (collectively, the "Submission Items"). In addition, Seller shall promptly furnish Buyer with any other information related to the Property that Buyer may request, in writing, if the same is within Seller's possession or control. If Buyer determines that the Property is not suitable for Buyer's purposes or that Buyer does not want to proceed with its purchase of the Property for any reason or no reason, in its sole and absolute discretion, then Buyer may terminate this Agreement by sending written notice to Seller on or before the first (1st) business day after the expiration of the Inspection Period. Upon the termination of this Agreement pursuant to this Section 4(a), (i) the Earnest Money shall be immediately refunded to Buyer, and (ii) neither party shall have any further obligations or liabilities under this Agreement, except obligations and liabilities that expressly survive the termination hereof. Unless this Agreement is terminated pursuant to this Section 4, all of the Earnest Money shall be non-refundable following the expiration of the Inspection Period, except the Earnest Money shall be refunded to Buyer following the termination of this Agreement due to Seller's default hereunder or as otherwise expressly provided herein.

(b) As part of its inspection of the Property, Buyer may obtain (i) a commitment for an ALTA Owner's Policy of Title Insurance showing the status of title to the Property (the "Title Commitment") from the Title Company, and (ii) a survey of the Property (the "Survey"). If Buyer has any objections to the status of title to the Property or the matters set forth on the Title Commitment or the Survey (collectively, "Title & Survey Objections"), Buyer may notify Seller of the Title & Survey Objections, in writing, on or before the date that is ninety (90) days after the Effective Date. If Seller fails to cure any of the Title & Survey Objections to Buyer's satisfaction, as determined by Buyer, in its sole and absolute discretion, by the expiration of the Inspection Period, then Buyer may terminate this Agreement by giving written notice to Seller within five (5) business days after the date the Inspection Period expires. For purposes hereof, (i) the term "Permitted Exceptions" means the recorded agreements encumbering title to the Property set forth in the original version of the Title Commitment that do not violate the terms of this Agreement, excluding Monetary Liens, matters deleted from any subsequent version of the Title Commitment, and matters that do not affect the Property as of Closing, and (ii) the term "Title Policy" means an ALTA Owner's Extended Coverage Policy of Title Insurance issued to Buyer based on the Title Commitment that insures good and marketable fee simple absolute title to the Property is vested in Buyer subject only to the Permitted Exceptions, insures Buyer's right to use all easements appurtenant to the Property, is in the amount of the Purchase Price or such higher amount as is reasonably required by Buyer, contains no exceptions other than the Permitted Exceptions, and has such endorsements as Buyer may reasonably require. In no event shall the Permitted Exceptions include any of the standard exceptions set forth in the Title Commitment or any matter deleted from the Title Commitment. Seller acknowledges that Buyer has not reviewed the matters set forth in the Title Commitment, and the definition of the Permitted Exceptions shall not limit Buyer's right to object thereto. Upon the termination of this Agreement pursuant to this Section 4(b), (i) the Earnest Money shall be immediately refunded to Buyer, and (ii) neither party shall have any further obligations or liabilities under this Agreement, except obligations and liabilities that expressly survive the termination hereof.

REALTY TITLE, BRAD LEHMAN (615-373-4886) WILL
HANDLE CRYE'S PART OF THE CLOSING.

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

5. Representations. As of the Effective Date and the Closing, Seller represents and warrants to Buyer that: (i) no individuals or entities, other than Seller, have an ownership interest, marital or spousal rights, homestead rights, rights of dower or courtesy, or a life estate with respect to the Property; (ii) Seller has full power and authority to enter in this Agreement and to perform all of its obligations hereunder; (iii) Seller is not bankrupt, insolvent or unable to pay its debts when due, the sale of the Property does not constitute a "short sale," and neither this Agreement nor the sale of the Property as contemplated in this Agreement requires the approval of any lien holder (the term "short sale" as used herein shall mean the sale of the Property for less than the indebtedness encumbering the Property); (iv) there are no lawsuits, governmental actions, zoning changes or condemnation proceedings pending or, to Seller's knowledge, threatened that affect the Property; (v) there are no leases, licenses, or other agreements granting anyone the right to occupy the Property, or any portion thereof, and Seller has exclusive possession of the Property, free and clear of all tenants and occupants; (vi) to Seller's knowledge, there are not, and have not been, any Hazardous Substances located on, under or about the Property or released from the Property in violation of any applicable governmental laws, statutes, codes, ordinances, regulations, rules, orders or decrees (collectively, "Applicable Law") or in quantities that require or may require investigation, monitoring, removal, remediation, clean-up or abatement under Applicable Law; (vii) no underground storage tanks used to hold any Hazardous Substances are or have been located on the Property.

6. Operation. Prior to the Closing, (i) Seller shall not make or permit any changes to the Property, and (ii) Seller shall not enter into any covenants, conditions, restrictions, easements, leases or other agreements encumbering the Property.

7. Closing Conditions. Buyer may, at its option, terminate this Agreement, by giving written notice to Seller, if at the time the Closing is scheduled to occur: (i) any of Seller's representations or warranties set forth in this Agreement is not true, accurate and complete, or Seller is otherwise in default under this Agreement; (ii) Buyer has not received the Title Policy or a revised copy of the Title Commitment that has been downdated to Closing, contains no new exceptions or exclusions, and unconditionally commits to issue the Title Policy to Buyer; (iii) any adverse change occurs in the condition of or affecting the Property (including, but not limited to, any change in environmental condition, physical condition or title) after the Effective Date, or any lawsuit, governmental action, zoning change or condemnation proceeding that has or may have an adverse effect on the Property, Buyer's proposed use or development of the Property, or access to the Property has been instituted or threatened; or (iv) Buyer is not able to acquire fee simple title to the real property described on **Exhibit B** (the "Adjacent Property"), through no fault of Buyer, on the terms and conditions set forth in the existing contract granting Buyer the right to purchase the Adjacent Property. In the event Seller is in default under this Agreement at the time the Closing is scheduled to occur, Buyer may, in

addition to its other rights and remedies under this Agreement, postpone the Closing until ten (10) business days after such default is cured. In addition, in the event Buyer has the right to terminate this Agreement under this section at the time the Closing is scheduled to occur for any reason other than Seller's default hereunder, Buyer may postpone the Closing for up to thirty (30) days. The provisions of this Section 7 shall continue to apply following any extension of the Closing pursuant hereto. Nothing herein shall limit the remedies available to Buyer as a result of any default by Seller under this Agreement or require Buyer to terminate this Agreement. In the event Buyer terminates this Agreement pursuant to this section, the Earnest Money shall be immediately refunded to Buyer, except if Buyer terminates this Agreement pursuant to this section due to Buyer not having acquired fee simple title to the Adjacent Property, the Earnest Money shall be paid to Seller.

8. Closing.

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

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

Company or Buyer to establish that Seller is duly authorized and empowered to execute this Agreement and satisfy all of its obligations and liabilities hereunder, and (vii) all other documents required under the other terms of this Agreement or reasonably requested by Buyer to carry out the transaction contemplated by this Agreement. If there are any differences between the description of the Property set forth on the Survey and the description of the Property set forth in the deed conveying the Property to Seller, then, upon Buyer's request, Seller shall execute and deliver to Buyer, at Closing, a quitclaim deed sufficient to address such differences in a manner reasonably acceptable to Buyer. Seller shall deliver exclusive possession of the Property to Buyer.

9. Closing Costs & Prorations.

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

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

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

10. Remedies.

(a) If Buyer defaults under this Agreement prior to Closing and Buyer does not cure such default within ten (10) business days after it is notified of the same by Seller, in writing, then Seller may, as its sole and exclusive remedy, terminate this Agreement and receive the Earnest Money as full and agreed upon liquidated damages; provided, nothing herein shall limit Seller's remedies on account of any default by Buyer under Section 4(c) or Section 15. Buyer and Seller agree that said liquidated damages are reasonable given the circumstances now existing, including, but not limited to, the range of harm to Seller that is reasonably foreseeable and the anticipation that proof of Seller's actual damages would be costly, impractical and inconvenient. SELLER ACKNOWLEDGES THAT: (i) IT HAS READ THIS SECTION AND UNDERSTANDS THE SAME; AND (ii) IT SPECIFICALLY WAIVES AND RELINQUISHES ALL OTHER REMEDIES WHICH IT MAY BE ENTITLED TO PURSUE AT LAW OR IN EQUITY ON ACCOUNT OF BUYER'S FAILURE TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, SPECIFIC PERFORMANCE.

(b) If Seller defaults under this Agreement by failing to convey the Property to Buyer in accordance with the terms hereof and Seller does not cure such default within ten (10) business days after it is

notified of the same by Buyer, in writing, then Buyer may, as its sole and exclusive remedy, either: (i) obtain specific performance of this Agreement and recover any damages it suffers as a result of such breach from Seller; or (ii) terminate this Agreement, recover any damages it suffers as a result of such breach from Seller, and receive a refund of the Earnest Money.

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

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

11. Condemnation. Prior to the Closing, Seller shall bear the entire risk of loss with respect to the Property. If there is pending or threatened taking of any portion of the Property by condemnation or eminent domain prior to Closing (a "Taking"), then Buyer may terminate this Agreement by giving written notice to Seller, in which case the entire Earnest Money shall be immediately refunded to Buyer. In the event there is a Taking prior to Closing and this Agreement is not terminated, Seller shall transfer all condemnation awards paid or payable as a result of such Taking to Buyer at Closing; provided if such transfer would impair recovery of any such amounts, the Purchase Price shall be reduced by and Seller shall retain such amounts. Seller shall not reach a settlement or agreement related to any Taking, unless Buyer consents to the settlement or agreement, in writing. Seller shall promptly furnish Buyer with all information related to any Taking pertaining the Property in Seller's possession or control, including, without limitation, all information related to the condemnation awards payable in connection therewith.

12. Notices. All notices, consents and other communications (collectively, "Notices") which may be or are required to be given by Seller or Buyer under this Agreement shall be properly given only if made in writing and sent by hand delivery, email transmission, or overnight delivery by a nationally recognized and reputable courier (such as, without limitation, Federal Express or UPS) in accordance with this section. Notices shall be sent to a party at the address of such party set forth in the introductory paragraph of this Agreement or such other address as a party may specify by written notice to the other party sent in accordance with the terms of this section. Notices shall be deemed received: (i) if delivered by hand, on the date of delivery; (ii) if sent by overnight delivery service, on the date the same is deposited with the applicable carrier; and (iii) if sent by email, on the date of dispatch by the sender, provided, if the recipient does not confirm receipt of a Notice sent by email, then a copy of such Notice must also be sent by one of the other means specified in this section within three (3) business days thereafter. The provisions of this section shall survive the termination of this Agreement.

13. No Merger, Survival and Construction. All of the representations, warranties, covenants and other terms set forth in this Agreement shall survive the Closing and the delivery of the Deed (and shall not merge therewith). Each of the parties hereto has agreed to the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or the draftsman. For purposes of this Agreement, (i) the terms "hereof", "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular article, section or paragraph contained herein, (ii) the terms "breach" and "default" are used interchangeably herein, (iii) any pronoun shall include the masculine, feminine and neuter forms, (iv) all references to sections, subsections and paragraphs refer to the sections, subsections and paragraphs of this Agreement, unless otherwise indicated, (v) the words "include," "includes" and "including" shall be deemed to be followed by the phrase

“without limitation,” and (vi) “business days” are Monday through Friday, excluding any holidays on which national banking associations are authorized or required to be closed in the area where the Property is located.

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

15. Brokers. Except for Colliers International (“Colliers”), Buyer and Seller each represents and warrants to the other, as of the Effective Date and the Closing, that it has not dealt with any broker, brokerage firm, listing agent or finder (each, a “Broker”) in connection with the transaction contemplated in this Agreement (the “Transaction”). Buyer shall pay a commission to Colliers, at Closing, pursuant to a separate written agreement. Buyer shall indemnify, defend and hold harmless Seller from and against all claims, lawsuits, actions, costs, damages, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees, litigation expenses and court costs) arising out of any claim for a commission, fee or other compensation made by a Broker with whom it has dealt in connection with the Transaction, including, without limitation, Colliers. Seller shall indemnify, defend and hold harmless Buyer from and against all claims, lawsuits, actions, costs, damages, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees, litigation expenses and court costs) arising out of any claim for a commission, fee or other compensation made by a Broker with whom it has dealt in connection with the Transaction, excluding Colliers. The provisions of this section shall survive the termination of this Agreement.

16. Miscellaneous. This Agreement constitutes the entire agreement and understanding of Buyer and Seller with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, and this Agreement may be amended only by a written instrument executed by Buyer and Seller. If Seller or Buyer is comprised of more than one (1) person or entity, then all of the persons and entities comprising Seller or Buyer, as applicable, shall be jointly and severally liable hereunder. In the event any provision of this Agreement shall be prohibited by or invalidated under applicable law, the remaining provisions of this Agreement shall remain fully effective. No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any remedy accruing upon the breach of this Agreement shall impair such remedy or be construed as a waiver of such breach. The waiver by Seller or Buyer of any breach shall not be deemed a waiver of any other breach of the same or any other provision hereof. Buyer may freely assign this Agreement, without the consent of Seller. The captions and headings contained herein are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning of any provision of this Agreement. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day. FOR PURPOSES OF THIS AGREEMENT, TIME SHALL BE CONSIDERED OF THE ESSENCE. This Agreement shall be governed by and construed under the laws of the State of Tennessee. If any legal proceeding is commenced to enforce the terms of this Agreement or to interpret the provisions contained herein, the prevailing party shall be entitled to recover its reasonable attorneys’ fees, court costs and litigation expenses from the non-prevailing party. Seller and Buyer agree that, unless and until the transaction contemplated herein is closed, the terms of this Agreement will be kept strictly confidential by Seller, except Seller may disclose the terms of this Agreement to the extent required to comply with applicable laws. In addition, prior to Closing, Seller shall not disclose Buyer’s identity, the identity of Buyer’s affiliates, Buyer’s interest in acquiring the Property, any of Buyer’s plans pertaining to the Property, or Buyer’s proposed

use of the Property. This Agreement may be executed in any number of identical counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, with the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. Any signatures of this Agreement delivered via facsimile shall be deemed original signatures. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing. The exchange of copies of this Agreement and of signature pages by electronic mail or other means of electronic transmission (including, without limitation, pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement as to the parties. Signatures of the parties transmitted by electronic mail or other means of electronic transmission (including, without limitation, pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will be deemed to be their original signatures for all purposes. The provisions of this section shall survive the termination of this Agreement.

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

[SIGNATURES ON NEXT PAGE]

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

BUYER:

AFUTR, LLC

By: B Williams
Name: Brandon Williams
Title: CFO
Date: 2/11/2026

SELLER:

Harold Crye
Harold Crye, individually

Date: 2-6-2026

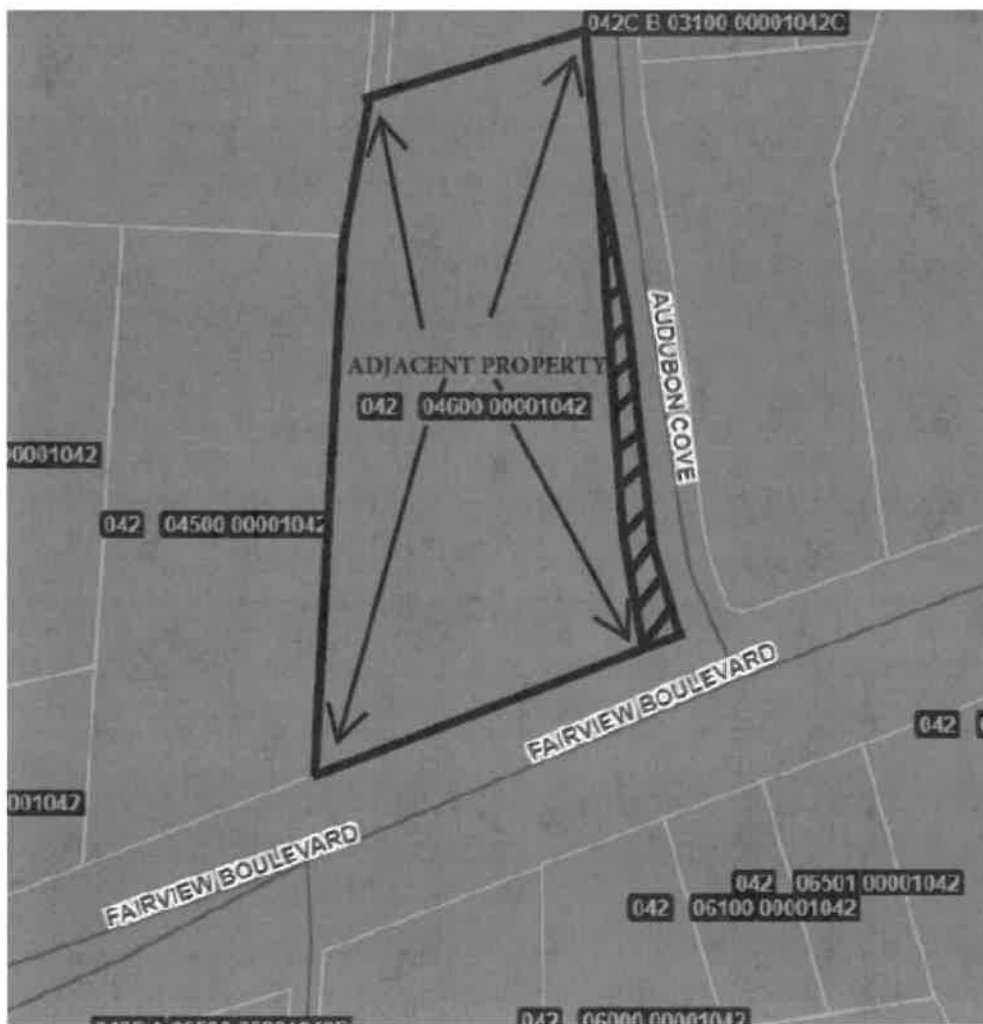
Harold E. Crye
Harold E. CRYE, Trustee of the
Harold E. Crye Revocable Living Trust

Date: 2-6-2026

Exhibit A

Description of Property

The "Property" is the real property in Fairview, Williamson County, Tennessee, containing approximately 0.21 acres, commonly known as Tax Map & Parcel No. 042-04601-00001042, being a portion of the property conveyed in that certain Quitclaim Deed recorded in Official Records Book 4015, Page 283 in the Register's Office for Williamson County, Tennessee and a portion of Lot 49 as shown on that certain Final Plat Audubon Cove Subdivision City of Fairview, Williamson County, Tennessee recorded in Plat Book P75, Page 47 in the Register's Office for Williamson County, Tennessee, and shown below.



2600

Exhibit B

Description of Adjacent Property

Being a tract of land as shown on property Map 42, Assessor's Office, and lying wholly within the 1st Civil District of Williamson County, Fairview, Tennessee. Bounded in general by State Highway 100 on the South; Vernon C. Daugherty and Homer Carter on the West; Wilson Sullivan etal on the North and East, more particularly described as follows:

Beginning at iron pin set on the North margin of State Highway 100 (33' from the center), the Southwest corner of Wilson Sullivan etal (ref. Deed Book 318, Page 719, ROWC); thence leaving Sullivan etal and with the North margin of State Highway 100, S 67 deg. 05' 23" W 22.88 feet to an iron pin set; thence N 22 deg. 54' 37" W 17.00 feet to an existing concrete monument; thence S 67 deg. 05' 23" W 342.79 feet to an iron pin set, the southeast corner of Vernon C. Daugherty's East line (based on existing fence and parole evidence) N 04 deg. 28' 12" E 517.22 feet to an iron pin set in the south line of Homer Carter (ref. Deed Book 105, page 148, ROWC); thence leaving Daugherty and with Carter's South and East line S 85 deg. 31' 48" E 10.37 feet to a concrete monument; thence North 05 deg. 47' 48" E 159.81 feet to an existing iron pin, a corner of the aforementioned Wilson Sullivan etal; thence leaving Carter and with Sullivan's South and West lines N 70 deg. 39' 17" E 216.53 feet to an existing iron pin; thence S 05 deg. 50' 12" E 473.12 feet to an existing iron pin; thence S 09 deg/ 17' 31" E 150.17 feet to the point of beginning, containing 4.02 acres, more or less.

Being the same property conveyed to Ken Karger, as to an undivided 50% interest and Jonathan R. Cherry, as to an undivided 50% interest, as tenants in common, by Special Warranty Deed from First Bank, dated August 31, 2016, of record in Book 6863, Page 915, Register's Office for Williamson County, Tennessee. AND Being the same property conveyed to Southeast Investment Partners, a Tennessee general partnership, by Quitclaim Deed from Ken Karger and Jonathan R. Cherry, dated January 29, 2018, of record in Book 7287, page 792, Register's Office for Williamson County, Tennessee.

1684

Attachment 10A

Floor Plan



Attachment 12A

Site Plan

1876

Entrance/Exit

Audubon Cv

1874

1872
DMA

1866

1880

Hwy 96

100

100

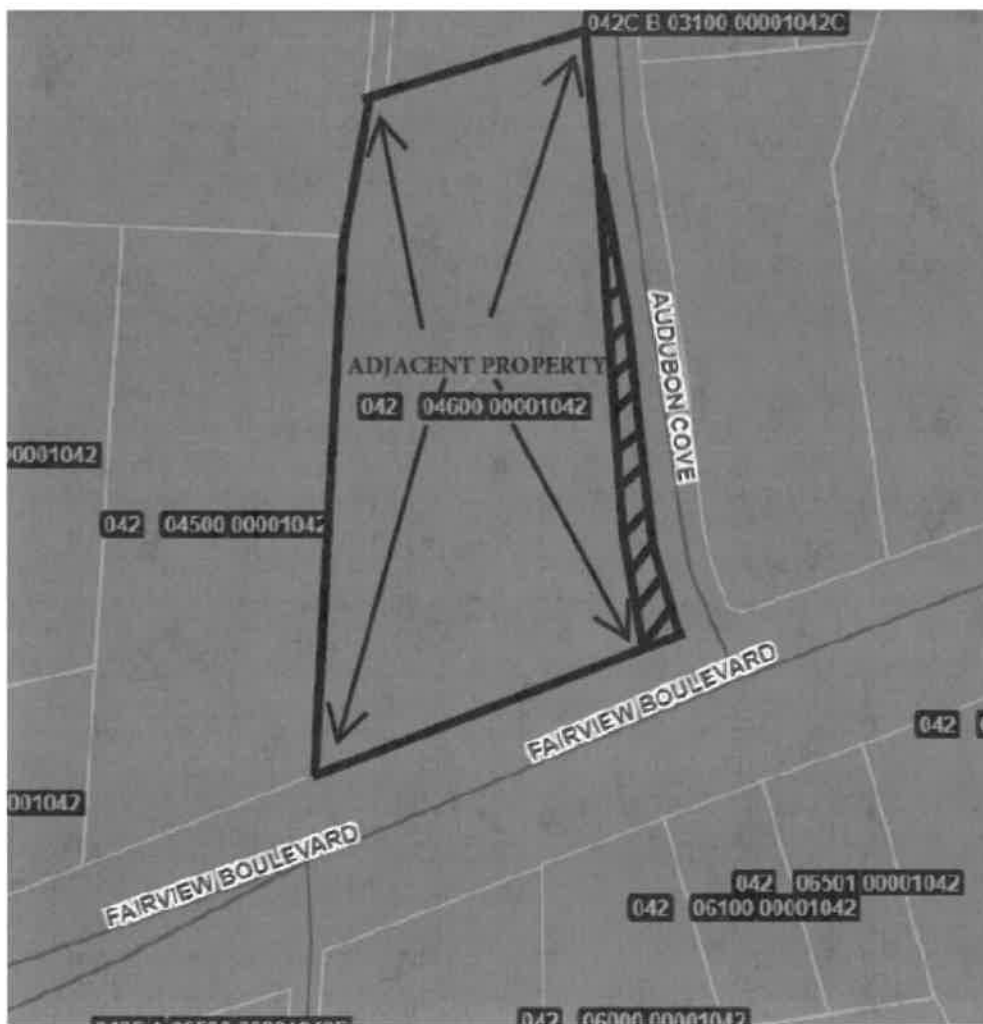
Sale Rd

100

Exhibit A

Description of Property

The "Property" is the real property in Fairview, Williamson County, Tennessee, containing approximately 0.21 acres, commonly known as Tax Map & Parcel No. 042-04601-00001042, being a portion of the property conveyed in that certain Quitclaim Deed recorded in Official Records Book 4015, Page 283 in the Register's Office for Williamson County, Tennessee and a portion of Lot 49 as shown on that certain Final Plat Audubon Cove Subdivision City of Fairview, Williamson County, Tennessee recorded in Plat Book P75, Page 47 in the Register's Office for Williamson County, Tennessee, and shown below.



Attachment 2E

Financial Assistance Policy

Saint Thomas Health

FINANCIAL ASSISTANCE POLICY

July 1, 2025

POLICY/PRINCIPLES

It is the policy of the organizations listed below this paragraph (each one being the “Organization”) to ensure a socially just practice for providing emergency and other medically necessary care at the Organization’s facilities. This policy is specifically designed to address the financial assistance eligibility for patients who are in need of financial assistance and receive care from the Organization. This policy applies to each of the following Organizations within Saint Thomas Health dba Ascension Saint Thomas:

Saint Thomas DeKalb Hospital, LLC, dba Ascension Saint Thomas DeKalb; Saint Thomas Hickman Hospital, dba Ascension Saint Thomas Hickman; Saint Thomas Highlands Hospital, LLC, dba Ascension Saint Thomas Highlands; Saint Thomas River Park Hospital, LLC, dba Ascension Saint Thomas River Park; Saint Thomas Rutherford Hospital, dba Ascension Saint Thomas Rutherford; Saint Thomas Midtown Hospital; Saint Thomas Stones River Hospital, LLC, dba Ascension Saint Thomas Stones River; Saint Thomas West, dba Ascension Saint Thomas Hospital, Ascension Saint Thomas Midtown, Ascension Saint Thomas West, Ascension Saint Thomas Three Rivers. Ascension Saint Thomas Hospital for Specialty Surgery.

1. All financial assistance will reflect our commitment to and reverence for individual human dignity and the common good, our special concern for and solidarity with persons living in poverty and other vulnerable persons, and our commitment to distributive justice and stewardship.
2. This policy applies to all emergency and other medically necessary care provided by the Organization, including employed physician services and behavioral health. This policy does not apply to charges for care that is not emergency and other medically necessary care.
3. The List of Providers Covered by the Financial Assistance Policy provides a list of any providers delivering care within the Organization’s facilities that specifies which are covered by the financial assistance policy and which are not.

DEFINITIONS

For the purposes of this Policy, the following definitions apply:

- “**501(r)**” means Section 501(r) of the Internal Revenue Code and the regulations promulgated thereunder.
- “**Amount Generally Billed**” or “**AGB**” means, with respect to emergency and other medically necessary care, the amount generally billed to individuals who have insurance covering such care.
- “**Community**” means the twelve (12) Counties of Middle Tennessee which include: Cannon, Davidson, DeKalb, Hickman, Rutherford, Warren, White, Montgomery, Putnam, Sumner, Williamson, Wilson, and Humphrey. A Patient will also be deemed to be a member of the

Organization's Community if the emergency and medically necessary care the Patient requires is continuity of emergency and medically necessary care received at another Ascension Health facility where the Patient has qualified for financial assistance for such emergency and medically necessary care.

- **“Emergency care”** means care to treat a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention may result in serious impairment to bodily function, serious dysfunction of any bodily organ or part, or placing the health of the individual in serious jeopardy.
- **“Medically necessary care”** means care that is (1) appropriate and consistent with and essential for the prevention, diagnosis, or treatment of a Patient's condition; (2) the most appropriate supply or level of service for the Patient's condition that can be provided safely. (3) not provided primarily for the convenience of the Patient, the Patient's family, physician or caretaker; and (4) more likely to result in a benefit to the Patient rather than harm. For future scheduled care to be “medically necessary care,” the care and the timing of care must be approved by the Organization's Chief Medical Officer (or designee). The determination of medically necessary care must be made by a licensed provider that is providing medical care to the Patient and, at the Organization's discretion, by the admitting physician, referring physician, and/or Chief Medical Officer or other reviewing physician (depending on the type of care being recommended). In the event that care requested by a Patient covered by this policy is determined not to be medically necessary by a reviewing physician, that determination also must be confirmed by the admitting or referring physician.
- **“Organization”** means Saint Thomas Health
- **“Patient”** means those persons who receive emergency and other medically necessary care at the Organization and the person who is financially responsible for the care of the patient.

Financial Assistance Provided

Financial assistance described in this section is limited to Patients that live in the Community:

1. Subject to the other provisions of this Financial Assistance Policy, Patients with income less than or equal to 250% of the Federal Poverty Level income (“FPL”), will be eligible for 100% charity care on that portion of the charges for services for which the Patient is responsible following payment by an insurer, if any, if such Patient determined to be eligible pursuant to presumptive scoring (described in Paragraph 5 below) or submits a financial assistance application (an “Application”) on or prior to the 240th day after the Patient's first discharge bill and the Application is approved by the Organization. Patient will be eligible for up to 100% financial assistance if Patient submits the Application after the 240th day after the Patient's first discharge bill, but then the amount of financial assistance available to a Patient in this category is limited to Patient's unpaid balance after taking into account any payments made on Patient's account. A Patient eligible for this category of financial assistance will not be charged more than the calculated AGB charges.
 2. Subject to the other provisions of this Financial Assistance Policy, Patients with incomes
-

above 250% of the FPL but not exceeding 400% of the FPL, will receive a sliding scale discount on that portion of the charges for services provided for which the Patient is responsible following payment by an insurer, if any, if such Patient submits an Application on or prior to the 240th day after the Patient's first discharge bill and the Application is approved by the Organization. Patient will be eligible for the sliding scale discount financial assistance if Patient submits the Application after the 240th day after the Patient's first discharge bill, but then the amount of financial assistance available to a Patient in this category is limited to Patient's unpaid balance after taking into account any payments made on Patient's account. A Patient eligible for this category of financial assistance will not be charged more than the calculated AGB charges. The sliding scale discount is as follows:

Patients between 251% FPL and 300% FPL will receive 86% assistance

Patients between 301% FPL and 350% FPL will receive 81% assistance

Patients between 351% FPL and 400% FPL will receive 79% assistance

3. Subject to the other provisions of this Financial Assistance Policy, a Patient with income greater than 400% of the FPL may be eligible for financial assistance under a "Means Test" for some discount of Patient's charges for services from the Organization based on a Patient's total medical debt. A Patient will be eligible for financial assistance pursuant to the Means Test if the Patient has excessive total medical debt, which includes medical debt to Ascension and any other health care provider, for emergency and other medically necessary care, that is equal to or greater than such Patient's household's gross income. The level of financial assistance provided pursuant to the Means Test is the same as is granted to a patient with income at 400% of the FPL under Paragraph 2 above, if such Patient submits an application on or prior to the 240th day after the Patient's first discharge bill and the application is approved by the Organization. Patient will be eligible for the means test discount financial assistance if such Patient submits the Application after the 240th day after the Patient's first discharge bill, but then the amount of financial assistance available to a Patient in this category is limited to Patient's unpaid balance after taking into account any payments made on Patient's account. A Patient eligible for this category of financial assistance will not be charged more than the calculated AGB charges.
 4. A Patient may not be eligible for the financial assistance described in Paragraphs 1 through 3 above if such Patient is deemed to have sufficient assets to pay pursuant to an "Asset Test." The Asset Test involves a substantive assessment of a Patient's ability to pay based on the categories of assets measured in the FAP Application. A Patient with such assets that exceed that exceed 250% of such Patient's FPL amount may not be eligible for financial assistance.
 5. Eligibility for financial assistance may be determined at any point in the revenue cycle
-

and may include the use of presumptive scoring for a Patient with a sufficient unpaid balance within the first 240 days after the Patient's first discharge bill to determine eligibility for 100% charity care notwithstanding Patient's failure to complete a financial assistance application ("FAP Application"). If Patient is granted 100% charity care without submitting a completed FAP Application and via presumptive scoring only, the amount of financial assistance for which Patient is eligible is limited to Patient's unpaid balance after taking into account any payments made on Patient's account. A determination of eligibility based on presumptive scoring only applies to the episode of care for which the presumptive scoring is conducted.

6. For a Patient that participates in certain insurance plans that deem the Organization to be "out-of-network," the Organization may reduce or deny the financial assistance that would otherwise be available to Patient based upon a review of Patient's insurance information and other pertinent facts and circumstances.
7. Patients that are eligible for financial assistance may be charged a nominal flat fee, but the amount may not exceed the lesser of (a) AGB or (b) the greater of \$20 or 10% of the amount for which the patient will be responsible after application of insurance or other third-party payments for services. The nominal flat fee will not exceed the AGB charge for services.]⁵
8. The Patient may appeal any denial of eligibility for Financial Assistance by providing additional information to the Organization within fourteen (14) calendar days of receipt of notification of denial. All appeals will be reviewed by the Organization for a final determination. If the final determination affirms the previous denial of Financial Assistance, written notification will be sent to Patient. The process for Patients and families to appeal the Organization's decisions regarding eligibility for financial assistance is as follows:
 - a. Patient appeal with supporting documentation by writing to Ascension Saint Thomas Financial Assistance Department,
P O. Box 100983; Atlanta GA 30384.
 - b. All appeals will be considered by the Organization's financial assistance appeals committee, and decisions of the committee will be sent in writing to the Patient or family that filed the appeal.

Other Assistance for Patients Not Eligible for Financial Assistance

Patients who are not eligible for financial assistance, as described above, still may qualify for other types of assistance offered by the Organization. In the interest of completeness, these other types of assistance are listed here, although they are not need-based and are not intended to be subject to 501(r) but are included here for the convenience of the community served by the Organization.

1. Uninsured Patients who are not eligible for financial assistance will be provided a discount based on the discount provided to the highest-paying payor for that Organization. The highest paying payor must account for at least 3% of the
-

Organization's population as measured by volume or gross patient revenues. If a single payor does not account for this minimum level of volume, more than one payor contract should be averaged such that the payment terms that are used for averaging account for at least 3% of the volume of the Organization's business for that given year.

2. Uninsured and insured Patients who are not eligible for financial assistance may receive a prompt pay discount. The prompt pay discount may be offered in addition to the uninsured discount described in the immediately preceding paragraph.
3. Notwithstanding anything to the contrary in this policy, in no event will an uninsured patient be charged more than 175% of the cost of the services received, calculated pursuant to T.C.A. 68-11-262, as amended from time to time.

Limitations on Charges for Patients Eligible for Financial Assistance

Patients eligible for Financial Assistance will not be charged individually more than AGB for emergency and other medically necessary care and not more than gross charges for all other medical care. The Organization calculates one or more AGB percentages using the "look-back" method and including Medicare fee-for-service and all private health insurers that pay claims to the Organization, all in accordance with 501(r). A free copy of the AGB calculation description and percentage(s) may be obtained on the Organization's website or by writing to Ascension Saint Thomas Financial Assistance Department P O. Box 100983; Atlanta GA 30384.

Applying for Financial Assistance and Other Assistance

A Patient may qualify for financial assistance through presumptive scoring eligibility or by applying for financial assistance by submitting a completed FAP Application. The FAP Application and FAP Application Instructions are available on the Organization's website or by writing to Ascension Saint Thomas Financial Assistance Department, P O. Box 100983; Atlanta GA 30384. The Organization will require the uninsured to work with a financial counselor to apply for Medicaid or other public assistance programs for which the patient is deemed to be potentially eligible in order to qualify for financial assistance (except where eligible and approved via presumptive scoring). A Patient may be denied financial assistance if the Patient provides false information on a FAP Application or in connection with the presumptive scoring eligibility process, if the patient refuses to assign insurance proceeds or the right to be paid directly by an insurance company that may be obligated to pay for the care provided, or if the patient refuses to work with a financial counselor to apply for Medicaid or other public assistance programs for which the patient is deemed to be potentially eligible in order to qualify for financial assistance (except where eligible and approved via presumptive scoring). The Organization may consider a FAP Application completed less than six months prior to any eligibility determination date in making a determination about eligibility for a current episode of care. The Organization will not consider a FAP Application completed more than six months prior to any eligibility determination date.

Billing and Collections

The actions that the Organization may take in the event of nonpayment are described in a separate billing and collections policy. A free copy of the billing and collections policy may be obtained

on the Organization's website or by writing to Ascension Saint Thomas Financial Assistance Department, P O. Box 100983; Atlanta GA 30384.

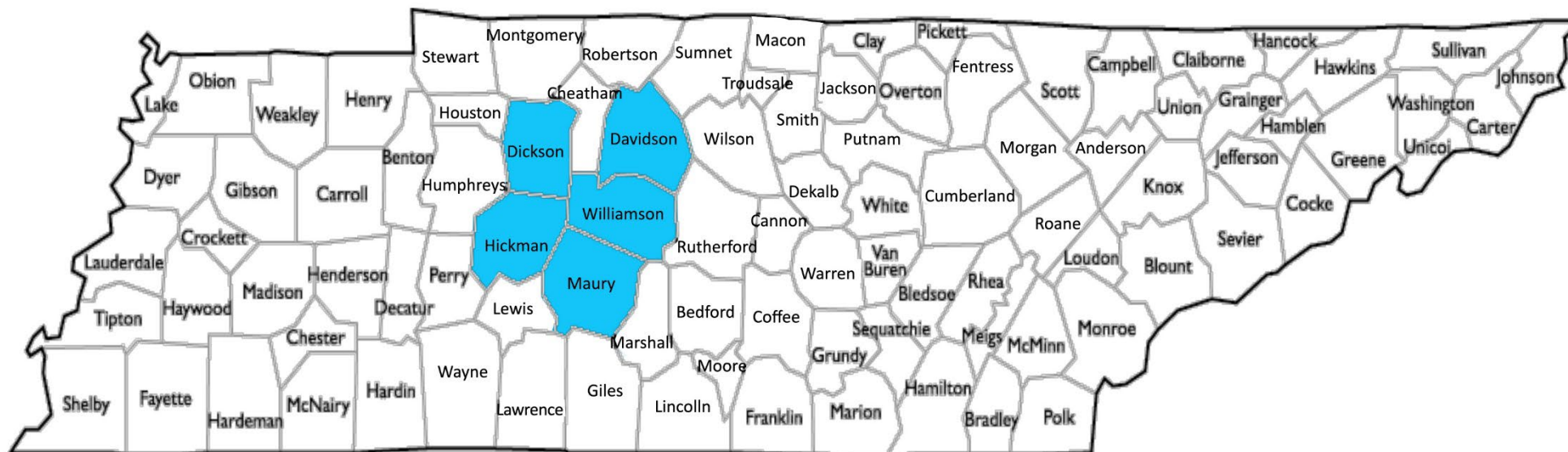
Interpretation

This policy, together with all applicable procedures, is intended to comply with and shall be interpreted and applied in accordance with 501(r) except where specifically indicated.

Attachment 2N

Service Area

TENNESSEE COUNTY MAP

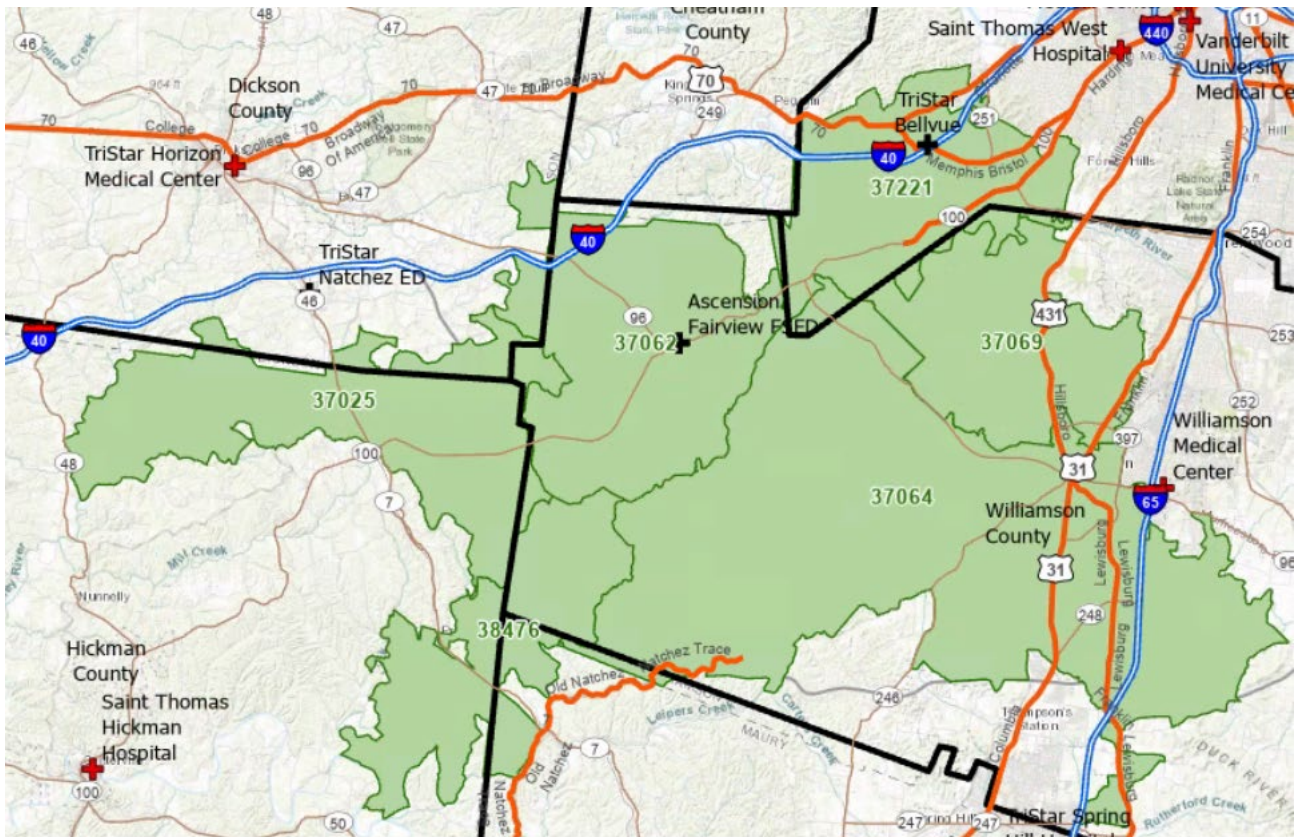


2N. Identify the proposed service area and provide justification for its reasonable ness. Submit a county level map for the Tennessee portion and counties boarding the state of the service area using the supplemental map, clearly marked, and shaded to reflect the service area as it relates to meeting 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 map below shows the proposed service area for the STWH FSED. The proposed service area reflects the geographic area from which STWH is expected to draw the majority of its ED volume. As shown in the map, the proposed FSED will be the only emergency services provider in Williamson County West of I-65. The proposed FSED fills a geographic void in emergency services in the county and is also located along a road network offering north–south travel through Hickman, Williamson and Davidson counties as well as nearby east/west access to both Dickson County (via 96) and central Williamson County. As shown in Attachment 1N, the proposed FSED reduces drive times to ED services for residents living in western Williamson County (zip codes 37062, 37064 and 37069).

STWH FSED Service Area



The service area reflects the population centers adjacent to the proposed site and captures the communities most likely to use emergency services at the new facility based on proximity, area road networks, and reasonable travel times on a zip-code basis. The service area is justified based on travel distance, drive time, existing emergency service patterns, local commuting dynamics, and regional population trends. The proposed FSED site is centrally located within the City of Fairview and positioned on SR-100, a principal east–west arterial corridor that directly connects Fairview with surrounding communities and major employment destinations.

Zip codes can and do cross county lines. The proposed service area encompasses western Williamson County and also adjacent portions of Davidson, Dickson, Hickman, and Maury Counties where the zip codes cross the county boundaries. However, the service area is primarily western Williamson County. This area has

experienced sustained population growth that significantly exceeds statewide averages. Residents in these zip codes regularly rely on regional travel corridors (SR-100 and I-40) for work, services, and healthcare access.

Current ED alternatives, such as the recently opened TriStar Bellevue FSED and other hospital-based EDs located outside the immediate service area, require travel north or east and are located off of I-40, which has periods of heavy traffic congestion. Locating emergency care within the defined service area aligns access with travel routes and times and provides an alternative point of access that does not require residents to travel on I-40.

Justification for including adjacent zip codes is also supported by regional connectivity, commuter flows, and demographic growth, not merely travel distance. For example, more than 36,300 Williamson County residents commute to Davidson County for work and nearly 37,700 Davidson County residents commute into Williamson County for work.¹

¹ "Market Research – Quality of Life," Williamson, Inc., <https://williamsonchamber.com/marketresearch/quality-of-life/>, accessed February 4, 2026.

Attachment 3NBR

Demographic Variable/	Department of Health/Health Statistics							Census Bureau				TennCare	
	Total Population - Current Year 2026	Total Population Year 2030	Total Population-% Change	Target Population- Current Year 2026	Target Population- Projected Year 2030	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
Williamson	282,760	307,339	8.7%	282,760	307,339	8.7%	100%	40.8	\$135,594	6,102	4.5%	13,570	4.8%
Davidson	737,504	756,117	2.5%	737,504	756,117	2.5%	100%	34.8	\$77,853	9,498	12.2%	129,932	17.6%
Dickson	57,497	59,293	3.1%	57,497	59,293	3.1%	100%	39.1	\$75,003	7,575	10.1%	10,852	18.9%
Hickman	26,153	26,525	1.4%	26,153	26,525	1.4%	100%	42.3	\$68,247	9,009	13.2%	5,339	20.4%
Maury	109,080	114,846	5.3%	109,080	114,846	5.3%	100%	37.9	\$76,130	6,623	8.7%	19,273	17.7%
County Service Area Total	1,212,994	1,264,120	4.2%	1,212,994	1,264,120	4.2%	100%	38.98	\$86,565	7,761	0.6%	178,966	14.8%
37062 (Fairview)	14,642	15,918	8.7%	14,642	15,918	8.7%	100%	38.7	\$91,750	1,362	9.3%	N/A	N/A
37025 (Bon Aqua)	7,224	7,413	2.6%	7,224	7,413	2.6%	100%	41.7	\$77,846	766	10.6%	N/A	N/A
37064 (Franklin)	72,320	77,063	6.6%	72,320	77,063	6.6%	100%	41.3	\$127,771	3,978	5.5%	N/A	N/A
37069 (Franklin)	21,902	23,327	6.5%	21,902	23,327	6.5%	100%	44.5	\$157,939	723	3.3%	N/A	N/A
37221 (Nashville)	44,911	45,985	2.4%	44,911	45,985	2.4%	100%	41.4	\$97,751	2,829	6.3%	N/A	N/A
38476 (Primm Springs)	1,254	1,283	2.3%	1,254	1,283	2.3%	100%	29.8	\$83,654	3,887	3.1	N/A	N/A
ZIP Code Service Area Subtotal	162,253	170,989	5.4%	162,253	170,989	5.4%	100%	39.6	\$106,119	13,545	57.5%	N/A	N/A
State of TN Total	7,231,338	7,428,647	2.7%	7,231,338	7,428,647	2.7%	100%	39.1	\$69,595	9,395	13.5%	1,391,250	19.2%

Source (County Population): Current Year = 2026, Projected Year = 2030, Boyd Center for Business and Economic Research, University of Tennessee Knoxville, Resassembled by the TDoH, Division of Population Health Assessment, Population Projections, Tennessee Counties and the State, 2020-2034

Source (Zip Code Population): Esri, 2025 and 2030. Interpolated for 2026 from compound annual growth rate 2025-2030

Target population is the total population of all ages.

Source (Median Age): U.S. Census Bureau, 2024 American Community Survey 5-Year Estimates, <https://data.census.gov/profile/>.

Source (Median Income and Persons Below Level): U.S. Census Bureau, 2024 American Community Survey 5-Year Estimates, <https://data.census.gov/profile/>.

Source (TennCare): December 2025 Enrollment Data, <https://www.tn.gov/tenncare/information-statistics/enrollment-data.html>.

Response to Question 4N

Question 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

The majority of patients seeking emergency care are walk-in patients, making it difficult to predict the type of patients that will present at the proposed FSED. As a not-for-profit healthcare Ministry of Ascension, the proposed FSED will care for all patients regardless of insurance policy or ability to pay in alignment with STH's mission and charity care policies. The FSED will operate under the license of STWH, which contracts with Amerigroup, BlueCare. UnitedHealthCare Community Plan, TennCare Select, and Wellpoint.

There is only one ED in the service area—TriStar Bellevue FSED, which opened too recently to have data available from the Tennessee Department of Health (TDH). The table below presents data on ED visit acuity, age and behavioral health needs at hospitals and FSEDs in the counties into which the service area zip codes extend. As the table shows, the host hospital has a higher percent of behavioral health patients, level I or Level II (higher acuity) patients and elderly patients than the statewide average. Williamson Medical Center also has a higher than average percent of patients with Level I or Level II visits as well as a higher percentage of elderly patients, indicating that many Williamson County residents who seek emergency care may be elderly or have higher acuity issues than their counterparts elsewhere in the state. Across the entire area, the experience varies significantly between facilities. However, the applicant notes that many EDs in the larger area are seeing a higher than average percent of behavioral health and elderly patients, indicating older adults are frequent users of ED services.

**EMERGENCY DEPARTMENT PATIENT SELECT STATISTICS,
HOSPITAL DISCHARGE, TENNESSEE RECORDED DATA, 2023**

Hospital ID	Facility Name	Total	Number of Behavioral Health Patients	% of Behavioral Health Patients	Number of Patients Level I or II	% of Patients Level I or II	Number of Patients Age 65 and Older	% of Patients Age 65 and Older
0000	ALL TENNESSEE FACILITIES	2,814,249	44,405	1.6%	1,641,716	58.3%	535,432	19.0%
1927	Saint Thomas West Hospital	27,445	540	2.0%	18,421	67.1%	9,507	34.6%
1921	TriStar Southern Hills Medical Center	34,786	752	2.2%	17,600	50.6%	3,772	10.8%
1924	Metropolitan Nashville General Hospital	24,000	505	2.1%	11,706	48.8%	1,703	7.1%
1928	Vanderbilt University Medical Center	92,109	1,275	1.4%	57,449	62.4%	7,460	8.1%
1932	TriStar Centennial Medical Center	50,462	891	1.8%	21,726	43.1%	4,540	9.0%
1933	TriStar Skyline Medical Center	42,619	1,347	3.2%	24,373	57.2%	6,403	15.0%
1934	TriStar Summit Medical Center	36,033	859	2.4%	21,264	59.0%	6,877	19.1%
2220	TriStar Horizon Medical Center	30,347	694	2.3%	15,358	50.6%	6,020	19.8%
4121	Saint Thomas Hickman Hospital	4,254	51	1.2%	1,943	45.7%	1,213	28.5%
6022	Maury Regional Hospital	38,696	677	1.7%	25,444	65.8%	9,759	25.2%
9423	Williamson Medical Center	46,335	598	1.3%	28,989	62.6%	11,633	25.1%
1921	TriStar Century Farms Emergency Room	18,499	184	1.0%	6,129	33.1%	913	4.9%
1932	TriStar Spring Hill Emergency Room	15,194	193	1.3%	5,880	38.7%	2,039	13.4%
1934	TriStar Mt. Juliet Emergency Room	19,392	151	0.8%	7,762	40.0%	3,138	16.2%
2220	TriStar Natchez Emergency Room	16,654	191	1.1%	6,188	37.2%	1,980	11.9%

Source: TN Department of Health, Division of Population Health Assessment, Hospital Discharge Data System, 2023, Nashville, TN

Notes: 1) ED cases identified by CPT codes 99281, 99282, 99283, 99284, 99285. 2) Level I and II cases identified by CPT codes 99285, 99284. 3) Behavioral Health Patients identified by ICD-10 codes listed in the primary diagnosis field only. List of ICD-10 behavioral-health codes available upon request. 4) FSER figures are included in main hospital figures where applicable.

Behavioral Health Needs

As shown in the table above, Tennessee recorded behavioral-health ED patients representing 1.6% of total ED discharges in 2023. At STWH, behavioral-health ED patients represented 2.0% of total ED discharges in 2023, exceeding the statewide rate. While behavioral-health visits comprise a minority of overall ED volume, these encounters frequently require enhanced safety protocols, extended evaluation time, and coordinated discharge planning. Behavioral health patients are also more likely to include uninsured or underinsured individuals who face limited access to outpatient behavioral-health services, increasing reliance on EDs as a point of entry for crisis stabilization.¹ The proposed FSED will support timely emergency evaluation and stabilization for behavioral-health patients presenting within the service area, with transfer capability to STWH or other appropriate facilities as clinically indicated. The proposed FSED will have a seclusion room appropriate for treating patients with behavioral health needs and will also have telemedicine capabilities and access to the behavioral health resources and providers at the Saint Thomas Behavioral Health Hospital in Nashville. Saint Thomas Health has a robust telehealth program throughout its system.

Elderly Population (Age 65 and Older)

Statewide, ED patients age 65 and older represented 19.0% of total ED discharges in 2023. STWH serves a substantially higher share of elderly ED patients: In 2023, 34.6% of STWH ED discharges were for patients age 65 and older, indicating the hospital functions as a major regional provider of emergency services for seniors. STWH was the first hospital in Tennessee to receive Level III Geriatric Emergency Department Accreditation from the American College of Emergency Physicians. To meet the needs of these patients, STWH made several geriatric-focused updates to its ED during the recent renovation, including ADA-compliant bathrooms, anti-slip flooring and specialized lighting.²

Notably, Williamson Medical Center, the only ED provider in the county, also served a higher-than-average percent of patients 65 and over, who accounted for slightly over a quarter of ED visits. This is a critical consideration for service-area planning, as older adults experience higher rates of time-sensitive emergency conditions, and their ED visits are more likely to require complex diagnostic evaluation, longer treatment times, and hospital admission compared to younger patients.³ Seniors are also more likely to experience transportation limitations and mobility constraints, making geographic proximity to emergency care a significant access factor, particularly for lower-income and underinsured households.⁴ The proposed FSED will improve

¹ "2021 NSDUH Annual National Report," Substance Abuse and Mental Health Services Administration, January 4, 2023, <https://www.samhsa.gov/data/report/2021-nsduh-annual-national-report>.

² Ascension Saint Thomas Hospital West Completed \$10 Million Investment to Modernize Emergency Department and Expand Patient Access. Available at: [https://about.ascension.org/news/2025/07/ascension-saint-thomas-hospital-west-completed-\\$10-million-investment-to-modernize-emergency-department-and-expand-patient-access](https://about.ascension.org/news/2025/07/ascension-saint-thomas-hospital-west-completed-$10-million-investment-to-modernize-emergency-department-and-expand-patient-access)

³ "Emergency Department Utilization by Older Adults: a Descriptive Study," National Library of Medicine, December 2, 2014, <https://pmc.ncbi.nlm.nih.gov/articles/PMC4244125/>.

⁴ "Summary of Travel TrendsL 2017 National Household Travel Survey (NHTS)," Federal Highway Administration, July 1, 2018, <https://rosap.nhtl.bts.gov/view/dot/68751>; "Traveling Towards Disease: Transportation Barriers to Health Care Access," National Library of Medicine, December 13, 2014, <https://pmc.ncbi.nlm.nih.gov/articles/PMC4265215/>.

geographic access to emergency care for seniors within the service area and will support timely triage, stabilization, and transfer to STWH when higher-acuity or inpatient services are required.

Attachment 5N

There are no existing and approved but unimplemented EDs in the service area.

There is only one existing ED in the service area: TriStar Bellevue FSED. TriStar Bellevue is located at the intersection of Highway 70 South and Harpeth Valley Road, just off I-40 in western Davidson County, about 18.5 miles and 26 minutes from the proposed site. There are no EDs in any other service-area zip codes. Because it opened in late 2024, there are no publicly available ED volume data from TriStar Bellevue.

The table below presents service-area ED utilization data for each resident zip code over the past three years. A formal request for Hospital Discharge Data System (HDDS) data has been submitted to the state; however, the requested data has not yet been provided. The applicant anticipates receiving the data in early March. In the interim, Tennessee Hospital Association (THA) data has been utilized to provide this analysis. As the table shows, ED visits have been growing rapidly in the service area.

Total Service-Area Resident ED Visits

Zip Code	2022 ED Visits	2023 ED Visits	2024 ED Visits	% Change
37025 - Bon Aqua, TN	4,312	4,468	4,592	6.5%
37062 - Fairview, TN	4,484	4,836	4,888	9.0%
37064 - Franklin, TN	15,445	16,141	16,807	8.8%
37069 - Franklin, TN	3,352	3,347	3,517	4.9%
37221 - Nashville, TN	9,767	10,364	10,459	7.1%
38476 - Primm Springs, TN	463	565	520	12.3%
TOTAL	37,823	39,721	40,783	7.8%

Source: THA Discharge Data

Attachment 6N

The table below presents service-area ED utilization data from each resident zip code to STWH over the past three years. A formal request for HDDS data has been submitted to the state; however, the requested data has not yet been provided. In the interim, THA data has been utilized to provide this analysis. It should be noted that Ascension Health experienced a cyberattack in the second quarter of calendar year 2024 that disrupted most hospital services for approximately 60 days; as a result, reported volumes for that period are lower than typical. As the table shows, service area residents' ED visits to Saint Thomas West have grown over the past three years, with over 13 percent growth in the proposed FSED's home zip code.

Saint Thomas West Hospital (Host Hospital) Service-Area Resident ED Visits

Zip Code	2022 ED Visits	2023 ED Visits	2024 ED Visits	% Change
37025 - Bon Aqua, TN	160	182	173	8.1%
37062 - Fairview, TN	800	971	907	13.4%
37064 - Franklin, TN	425	512	440	3.5%
37069 - Franklin, TN	413	428	435	5.3%
37221 - Nashville, TN	4,645	4,851	4,641	-0.1%
38476 - Primm Springs, TN	30	38	52	73.3%
Total	6,473	6,982	6,648	2.7%

Source: TN Hospital Association Discharge Data

The host hospital is not the only STH facility providing ED services to service area residents. Saint Thomas Hickman and Saint Thomas Midtown also draw patients from the service area, some of whom would receive care closer to home if they received care at the proposed FSED. The table below shows the growth in ED visits for these system hospitals from 2022 through 2024.

Saint Thomas Hickman and Saint Thomas Midtown Service-Area Resident ED Visits

Zip Code	2022 ED Visits	2023 ED Visits	2024 ED Visits	% Change
37025 - Bon Aqua, TN	263	326	315	19.8%
37062 - Fairview, TN	940	1,142	1,053	12.0%
37064 - Franklin, TN	729	865	817	12.1%
37069 - Franklin, TN	542	541	545	0.6%
37221 - Nashville, TN	5,372	5,654	5,444	1.3%
38476 - Primm Springs, TN	44	57	69	56.8%
Total	7,890	8,585	8,243	4.5%

Source: TN Hospital Association Discharge Data

The table below provides projected ED visits for the first two full years following project completion (2029 and 2030).

Proposed FSED Projected Visits

Zip Code	2029 ED Visits	2030 ED Visits
37025 - Bon Aqua, TN	851	887
37062 - Fairview, TN	1,506	1,574
37064 - Franklin, TN	2,959	3,055
37069 - Franklin, TN	412	425
37221 - Nashville, TN	1,925	2,006
38476 - Primm Springs, TN	75	80
Total	7,728	8,027

The projected visits at the proposed FSED were calculated by first growing ED visits in the service area from 2024 through 2030 (the second full year of operation), based on the compound annual growth rate for ED visits in each zip code from CY 2021-CY2024. The table below provides the data used to calculate the CAGR in each service area zip code.

Growth in ED Visits from Service Area Residents, 2021-2024

Patient Zip Code	2021	2022	2023	2024	CAGR
37025	4043	4312	4465	4590	4.3%
37062	4297	4484	4828	4880	4.3%
37064	15245	15422	16114	16791	3.3%
37069	3191	3348	3335	3511	3.2%
37221	9226	9754	10360	10441	4.2%
38476	419	462	565	520	7.5%
Grand Total	36,421	37,782	39,667	40,733	3.8%

Source: TN Hospital Association Discharge Data

The table below provides the results of growing the service area ED visits through 2030 by the compound annual growth rates shown in the table above.

Projected ED Visits from Service Area Residents, 2025-2030

	2025	2026	2027	2028	2029	2030
37025	4,788	4,995	5,211	5,436	5,671	5,916
37062	5,091	5,312	5,542	5,782	6,033	6,294
37064	17,340	17,908	18,494	19,099	19,724	20,369
37069	3,625	3,742	3,863	3,988	4,117	4,250
37221	10,881	11,339	11,816	12,313	12,832	13,372
38476	559	601	645	694	745	801
Service Area	42,284	43,896	45,571	47,312	49,122	51,003

To project the number of ED visits expected at the proposed FSED, the applicant applied conservative market share assumptions for each service area zip code. These assumptions took into account the proximity of the FSED for service area residents as well as the locations of current EDs in the broader area. The table below shows these market share assumptions and the resulting ED visits at the proposed FSED.

Market Share Assumptions and Projected ED Visits at Proposed FSED

	Zip Proximity	Market Share Assumption	2029 Visits	2030 Visits
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37025	Adjacent	15%	851	887
37062	Home	25%	1,508	1,574
37064	Adjacent	15%	2,959	3,055
37069	Svc Area	10%	412	425
37221	Adjacent (with Bellevue)	15%	1,925	2,006
38476	Svc Area	10%	75	80
	Total		7,728	8,027

Attachment 1C
Patient Transfer Agreement

PATIENT TRANSFER AGREEMENT

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

R E C I T A L S :

- A. Hospital and Transferor each operate health care entities located in Tennessee.
- B. Saint Thomas Health is a health system which includes eight hospital campuses serving the Middle Tennessee area: Ascension Saint Thomas Hospital West, Ascension Saint Thomas Hospital West, Ascension Saint Thomas Rutherford, Ascension Saint Thomas Hickman, Ascension Saint Thomas DeKalb, Ascension Saint Thomas Highlands, Ascension Saint Thomas River Park, Ascension Saint Thomas Stones River and Ascension Saint Thomas Three Rivers.
- B. The parties desire to assure a continuity of care and appropriate medical treatment for the needs of each patient in their respective facilities, and have determined that, in the interest of patient care, the parties should enter into an agreement to provide for the transfer of patients from Transferor to Hospital on the terms and conditions set forth herein.

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

1. Term and Termination.

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

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

2. Transfer.

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

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

- (ii) essential identifying and administrative information.
- (b) Transferor shall also perform the following:
 - (i) notify Hospital of the impending transfer;
 - (ii) receive confirmation that Hospital can accept the patient, and that a Hospital medical staff physician has done so;
 - (iii) obtain patient's consent to the transfer; and
 - (iv) arrange for the transportation of the patient, including mode of transportation and the provision of one or more health care practitioners as necessary.

3. Readmission of Patient

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

4. Relationship of the Parties.

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

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

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

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

5. Patient Billing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

If to Transferor:

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

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

[Signatures on the following page.]

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

HOSPITAL:

BY: SAINT THOMAS HEALTH

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

TRANSFEROR:

[Business Name]

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

Attachment 3C

Letters of Support

**COMMISSIONER
DONALD A. BUFALINI**

CITY HALL
7100 CITY CENTER WAY
FAIRVIEW, TN 37062
CELL: 615-678-3808 FAX: 615-799-1383
dbufalini@fairview-tn.org



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

RE: Ascension Saint Thomas Fairview FSED
Members of the Health Facilities Commission,

As a City Commissioner for Fairview, I write to express my strong support for Ascension Saint Thomas and Dickson Medical Associates' proposed freestanding emergency department and health care campus in our city.

Since being sworn into office in December 2024, I have been committed to smart growth, transparency, and ensuring that our infrastructure keeps pace with our expanding community. As a project manager by profession, I understand the importance of planning ahead, anticipating demand, and building systems that serve families not just today, but for decades to come. Access to 24/7 emergency medical care is a critical component of that planning.

My family and I moved to Fairview several years ago because of its strong sense of community and quality of life. As a father of five children, having reliable emergency services close to home is not an abstract policy issue. It is a real and personal priority. Families should not have to leave their own city in the middle of a crisis to receive urgent care 30 minutes away.

Before moving to Fairview, I was proud to serve as a New York City Firefighter, where I witnessed firsthand how critical rapid emergency medical care is in life-or-death situations. I've seen the difference minutes can make. Strong local healthcare infrastructure isn't just a convenience; it's a cornerstone of public safety. A local emergency department strengthens the entire emergency response system, supports first responders on the front lines, and ensures Fairview remains a community where families feel safe and businesses have the confidence to invest and grow.

I am a strong advocate for responsible development and conservative fiscal stewardship. Investments in essential services such as emergency care represent smart, strategic growth. They improve safety, enhance property values, and provide confidence to current and future residents that Fairview is prepared for continued expansion.

I respectfully urge the Commission to approve the Certificate of Need for this project. Establishing a freestanding emergency department in Fairview is a necessary and forward-looking investment in the health, safety, and future of our community.

Sincerely,

Don Bufalini
City Commissioner
City of Fairview



WILLIAMSON COUNTY SHERIFF'S OFFICE

JEFF HUGHES, SHERIFF

408 CENTURY COURT
FRANKLIN, TENNESSEE 37064

(615) 790-5560



February 17, 2026

Tennessee Health Facilities Commission
502 Deaderick Street
9th Floor
Nashville, TN 37423

Members of the Health Facilities Commission,

As a fourth-generation resident of Williamson County and a Law Enforcement Officer with over 40 years of service to my community, I am writing to express my full and enthusiastic support for Ascension Saint Thomas and Dickson Medical Associates proposed freestanding emergency department (FSED) and health care campus in Fairview.

Throughout my career, I have seen firsthand how critical time is during a crisis. In law enforcement, we operate under the principle of "service above self" and there is no greater service to a community than providing the infrastructure necessary to save lives.

Fairview has seen tremendous growth, with our population increasing by over 36 percent since 2010. Despite this, our residents and first responders currently face significant travel times to reach the nearest emergency care. When every second counts in a medical emergency, that distance is more than a convenience; it's a matter of public safety.

The proposed FSED and health care campus in Fairview addresses a critical gap in our county's safety net. Providing 24/7 emergency care will reduce emergency response times, enhance community wellness and support managed growth. This medical campus is not just a building; it is a vital safeguard for the people I have spent my career protecting.

I urge the Commission to approve the Certificate of Need for this project, ensuring that the residents of Fairview have the life-saving care they deserve, close to home.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Hughes".

Sheriff Jeff Hughes

Williamson County Sheriff's Office
408 Century Court, Franklin TN 37064
Phone: (615) 790-5560 Ext. 3203
Web: WilliamsonCountySheriffTN.com
Email: County.Sheriff@WilliamsonCounty-TN.gov

City of Fairview



7100 City Center Way
Fairview, TN 37062-0069

Phone: 615-387-6140
Fax: 615-799-1383
Pcarroll@fairview-tn.org

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

RE: Ascension Saint Thomas Fairview FSED

Members of the Health Facilities Commission,

As Fairview's Economic and Community Development Officer and as a lifelong Williamson County resident who has served as both Fairview mayor and commissioner, I am writing in strong support of the proposed Ascension Saint Thomas and Dickson Medical Associates freestanding emergency department and health care campus in Fairview.

Expanding local access to health care has long been a priority for our community. Fairview continues to grow, and ensuring our infrastructure keeps pace is essential to economic vitality, public safety, and long-term sustainability. Quality health care is one of the first questions raised by prospective employers and investors, and a 24/7 emergency department would significantly strengthen our competitiveness.

Today, residents must travel outside the city for emergency care. Those delays can be critical. For years, citizens have expressed the need for closer access to essential services, and this project directly addresses that need.

The proposed campus will improve emergency response, enhance health outcomes, and support responsible growth. Strong health care infrastructure signals stability, supports workforce development, and reassures families and businesses considering Fairview.

I respectfully urge the Commission to approve the Certificate of Need. Fairview is ready for expanded health care access, and this project represents a meaningful investment in our community's future.

Sincerely,

A handwritten signature in cursive script that reads "Patti Carroll".

Patti Carroll
Economic and Community Development Officer
City of Fairview

Attachment 5C

TJC Accreditation



January 14, 2025

Shubhada Jagasia, MD, MMHC
President and CEO
Ascension Saint Thomas Hospital
4220 Harding Pike ,
Nashville, TN 37205

Joint Commission ID #: 7891
Program: Hospital Accreditation
Accreditation Activity: 60-day Evidence of Standards
Compliance
Accreditation Activity Completed : 1/13/2025

Dear Dr. Jagasia:

The Joint Commission is pleased to grant your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

Comprehensive Accreditation Manual for Hospitals

This accreditation cycle is effective beginning September 14, 2024 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Should you wish to promote your accreditation decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your accreditation decision on the Find Accredited Organizations page of our website.

Congratulations on your achievement.

Sincerely,

Ken Grubbs, DNP, MBA, RN
Executive Vice President and Chief Nursing Officer
Division of Accreditation and Certification Operations

Saint Thomas West Hospital Responses to Supplemental Questions CN2606-004

The numbered items and bold text below reproduce the requests for supplemental information received from the Health Facilities Commission on March 6, 2026. The applicant's answers follow each question.

1. Item 4A., Purpose of Review

Please select Establish New Health Care Institution.

This selection has been made.

2. Item 1E., Overview

Please provide a comparative overview of the specialty services available at the host hospital compared to other full-service hospitals operating hospital-based or freestanding emergency departments that are heavily utilized by residents of the proposed service area, i.e. TriStar Horizon Medical Center, TriStar Centennial Medical Center, Williamson Medical Center, VUMC, Maury Regional Medical Center, etc.

The applicant is developing a response to this question and will supply it as soon as possible.

Please provide additional information about the co-location with Dickson Medical Associates. What specific outpatient service will be co-located with the proposed FSED?

Dickson Medical Associates (DMA) currently has a small clinic in Fairview which is mainly focused on providing primary care services. That clinic will be replaced with a larger footprint clinic adjacent the proposed FSED and will include an expansion of the current primary care offerings. DMA, as a practice, also offers ENT, cardiology, dermatology, general surgery, mental health, neurology, orthopedics, pediatrics, physical therapy, pulmonology, spine, radiology and wound care services. Specific rotations of specialists through the new clinic is to be determined and will be based on the needs of the Fairview community.

Does the applicant have any other partnerships or shared ownership interests with DMA? Is co-location with outpatient services common in the establishment of FSEDs in other locations?

The applicant has no shared ownership interests with DMA. STH physicians from our heart and neurosurgery practices recently established rotations through DMA clinics to support needs in these areas. To the best of our knowledge, co-location with other outpatient services, specifically independent physician practices, is not common in the establishment of FSEDs. The success and community response to the co-location of our Westlawn Neighborhood Hospital adjacent the Murfreesboro Medical Clinic (MMC) site in the Westlawn area of Rutherford County led us to pursue a similar strategy for our proposed Lascassas FSED and subsequently this proposed FSED in Fairview.

3. Item 2N., Service Area

Please update the historical ZIP Code level utilization for the host-hospital once it is available through HDDS.

Please see the table below.

STWH ED Visits 2024		
Service Area Zip Code	Historical Utilization 2024	% of Total
37064	440	6.6%
37069	435	6.5%
37221	4,639	69.8%
Combo*	1,132	17.0%
Total	6,646	100.0%

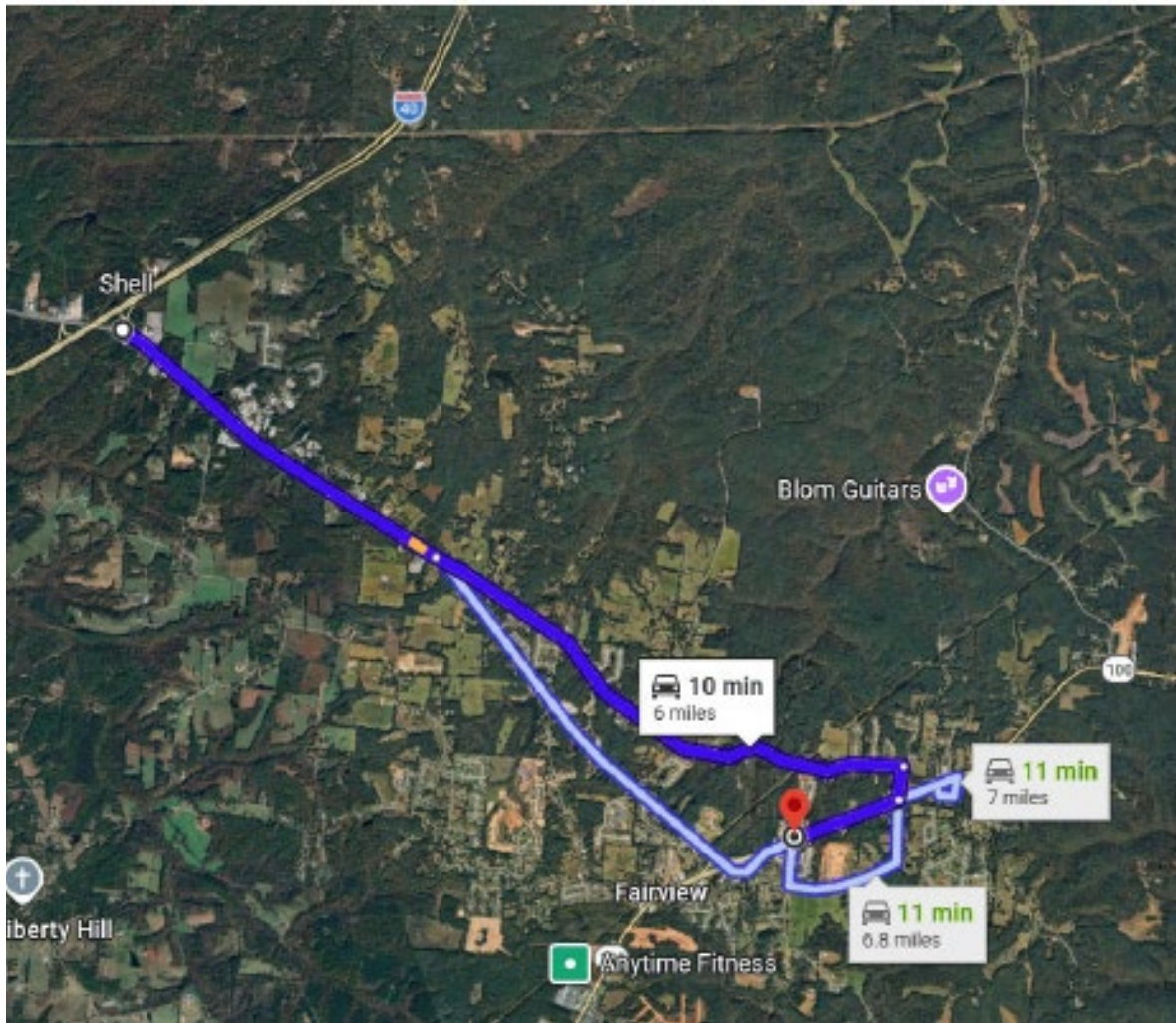
Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics, DRI #35552777

** Combo = Aggregate of zip codes 37062, 37025, and 38476.*

It is noted this FSED is not located near Interstate 40. However, the TriStar Bellevue FSED and TriStar Natchez ED are both located off of Interstate 40 exits. What is the distance of the proposed FSED from Exit 182?

The proposed FSED is 6 miles and approximately 10 minutes from Exit 182 of Interstate I-40. See the map below generated from Google Maps. As noted in the application, the proposed FSED is located off of Highway 100, an alternative travel corridor in the region.

Driving Directions from Exit 182 to Proposed FSED



How will the proposed FSED impact patient migration by not being readily accessible from I-40?

The proposed FSED will provide an alternative point of care that will be particularly convenient for residents who live East of Interstate 40. The proposed FSED will be located near the intersection of Highway 96 and Fairview Boulevard. For residents living in the Western portion of Williamson County, the proposed FSED will provide a site of care that does not require travel as far West as Interstate 40 or as far East as Williamson Medical Center.

4. Item 3N., Demographics

Please update Table 3NB with the following based on data from [Census Bureau Profiles Results](#):

- **Median Household Income (ZIP Code Level rows).**
- **Persons Below Poverty Level (ZIP Code Level rows).**

Please complete the demographic table and resubmit (labeled as Attachment 3NBR).

See Attachment 3NBR.

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

Please identify the DRI used in the development of the attached table.

The applicant received more up to date HDDS data for the table in 4N. Please see the updated 4N response below:

The majority of patients seeking emergency care are walk-in patients, making it difficult to predict the type of patients that will present at the proposed FSED. As a not-for-profit healthcare Ministry of Ascension, the proposed FSED will care for all patients regardless of insurance policy or ability to pay in alignment with STH's mission and charity care policies. The FSED will operate under the license of STWH, which contracts with Amerigroup, BlueCare, UnitedHealthCare Community Plan, TennCare Select, and Wellpoint. Please see the response to question 2C of the main CON application for a full list of commercial insurers with which STWH contracts and question 4Q for a list of the Managed Care Organizations with which the applicant contracts.

There is only one ED in the service area – TriStar Bellevue FSED, which opened too recently to have data available from the Tennessee Department of Health (TDH). The table below presents data on ED visit acuity, age and behavioral health needs at hospitals and FSEDs in the counties into which the service area zip codes extend.

As the table shows, the host hospital has a higher percent of level I or Level II (higher acuity) patients and elderly patients than the statewide average. Williamson Medical Center also has a higher than average percent of patients with Level I or Level II visits as well as a higher percentage of elderly patients, indicating that many Williamson County residents who seek emergency care may be elderly or have higher acuity issues than their counterparts elsewhere in the state. Across the entire area, the experience varies significantly between facilities. However, the applicant notes that many EDs in the larger area are seeing a higher than average percent of behavioral health and elderly patients, indicating older adults are frequent users of ED services.

**EMERGENCY DEPARTMENT PATIENT SELECT STATISTICS,
HOSPITAL DISCHARGE, TENNESSEE RECORDED DATA, 2024**

Hospital ID	Facility Name	Total	Number Behavioral Health Patients	Percentage Behavioral Health Patients	Number Patients Level I or II	Percentage Patients Level I or II	Number Patients Age 65 and Older	Percentage Patients Age 65 and Older
0000	ALL TENNESSEE HOSPITALS	2,835,857	43,984	1.6%	1,666,711	58.8%	551,515	19.4%
0000	ALL TENNESSEE FSEDs	149,241	1,337	0.9%	59,201	39.7%	18,606	12.5%
1927	Saint Thomas West Hospital	26,699	434	1.6%	18,853	70.6%	9,061	33.9%
1921	TriStar Southern Hills Medical Center	32,902	885	2.7%	15,920	48.4%	3,862	11.7%
1924	Metropolitan Nashville General Hospital	24,928	526	2.1%	15,376	61.7%	2,033	8.2%
1925	Saint Thomas Hospital Midtown	41,065	720	1.8%	24,777	60.3%	6,082	14.8%
1928	Vanderbilt University Medical Center	94,508	1,386	1.5%	59,342	62.8%	7,877	8.3%
1932	TriStar Centennial Medical Center	52,386	1,058	2.0%	22,608	43.2%	4,973	9.5%
1933	TriStar Skyline Medical Center	44,110	1,313	3.0%	23,422	53.1%	6,896	15.6%
1934	TriStar Summit Medical Center	36,698	849	2.3%	21,467	58.5%	6,970	19.0%
2220	TriStar Horizon Medical Center	31,681	620	2.0%	15,317	48.3%	6,055	19.1%
4121	Saint Thomas Hickman Hospital	3,750	56	1.5%	2,550	68.0%	1,111	29.6%
6022	Maury Regional Hospital	39,629	725	1.8%	25,270	63.8%	10,324	26.1%
9423	Williamson Medical Center	50,006	711	1.4%	31,751	63.5%	13,333	26.7%
1921	TriStar Century Farms Emergency Room	21,480	192	0.9%	6,958	32.4%	1,146	5.3%
1932	TriStar Spring Hill Emergency Room	14,684	201	1.4%	5,464	37.2%	2,152	14.7%
1934	TriStar Mt. Juliet Emergency Room	21,328	143	0.7%	9,056	42.5%	3,476	16.3%
2220	TriStar Natchez Emergency Room	16,713	221	1.3%	6,084	36.4%	2,027	12.1%

Source: Tennessee Department of Health, Division of Population Health Assessment, Hospital Discharge Data System, 2024. Nashville, TN. DRI #3555277

Notes: 1) ED cases identified by CPT codes 99281, 99282, 99283, 99284, 99285. 2) Level I and II cases identified by CPT codes 99285, 99284. 3) Behavioral Health Patients identified by ICD-10 codes listed in the primary diagnosis field only. List of ICD-10 behavioral-health codes available upon request. 4) Free Standing Emergency Room figures are included in main hospital figures where applicable.

Behavioral Health Needs

As shown in the table above, Tennessee recorded behavioral-health ED patients representing 1.6% of total ED discharges in 2024, a rate similar to that reported by STWH. While behavioral-health visits comprise a minority of overall ED visits, these encounters frequently require enhanced safety protocols, extended evaluation time, and coordinated discharge planning. Behavioral health patients are also more likely to include uninsured or underinsured individuals who face limited access to outpatient behavioral-health services, increasing reliance on EDs as a point of entry for crisis stabilization.⁶

The proposed FSED will support timely emergency evaluation and stabilization for behavioral-health patients presenting within the service area, with transfer capability to STWH or other appropriate facilities as clinically indicated. The proposed FSED will have a seclusion room appropriate for treating patients with behavioral health needs and will also have telemedicine capabilities and access to the behavioral health resources and providers at the Saint Thomas Behavioral Health Hospital in Nashville. Saint Thomas Health has a robust telehealth program throughout its system.

Elderly Population (Age 65 and Older)

Statewide, ED patients age 65 and older represented 19.4% of total ED discharges in 2024. STWH serves a substantially higher share of elderly ED patients: In 2024, 33.9% of STWH ED discharges were for patients age 65 and older, indicating the hospital functions as a major regional provider of emergency services for seniors. STWH was the first hospital in Tennessee to receive Level III Geriatric Emergency Department Accreditation from the American College of Emergency Physicians. To meet the needs of these patients, STWH made several geriatric-focused updates to its ED during the recent renovation, including ADA-compliant bathrooms, anti-slip flooring and specialized lighting.⁷

Notably, Williamson Medical Center, the only ED provider in the county, also served a higher-than-average percent of patients 65 and over, who accounted for slightly over a quarter of ED visits. This is a critical consideration for service-area planning, as older adults experience higher rates of time-sensitive emergency conditions, and their ED visits are more likely to require complex diagnostic evaluation, longer treatment times, and hospital admission compared to younger patients.⁸ Seniors are also more likely to experience transportation limitations and mobility constraints, making geographic proximity to emergency care a significant access factor, particularly for lower-income and underinsured households.⁹ The proposed FSED will improve geographic access to emergency care for seniors within the service area and will support timely triage, stabilization, and transfer to STWH when higher-acuity or inpatient services are required.

6. Item 5N., Historical Utilization

The host-hospitals' increased number of treatment rooms is noted. Are there any other known increases or decreases in the number of emergency treatment rooms operating at the primary hospitals and freestanding emergency departments in the service area since the period reflected in the 2024 Joint Annual Report for Hospitals?

The only emergency department in the service area is TriStar Bellevue FSED, which opened in December 2024 with 11 treatment rooms in the northeastern corner of the service area. Prior to its opening, there were no ED treatment rooms in the service area.

Please update the response to Item 5N with HDDS data once it is available.

There is only one existing ED in the service area: TriStar Bellevue FSED. TriStar Bellevue is located at the intersection of Highway 70 South and Harpeth Valley Road, just off I-40 in western Davidson County, about 18.5 miles and 26 minutes from the proposed site. There are no EDs in any other service area zip codes. Because it opened in late 2024, there are no publicly available ED volume data from TriStar Bellevue.

The table below presents service area ED utilization data for each resident zip code over the past three years. As shown, total service-area ED visits increased from 37,767 in 2022 to 40,724 in 2024, representing 7.8 percent growth, indicating sustained demand for emergency services among residents of the service area.

Total Service-Area Resident ED Visits

Zip Code	2022 ED Visits	2023 ED Visits	2024 ED Visits	% Change
37064 (Franklin, Williamson County)	15,413	16,111	16,781	8.9%
37069 (Franklin, Williamson County)	3,347	3,333	3,508	4.8%
37221 (Bellevue, Davidson County)	9,750	10,354	10,444	7.1%
Combo*	9,257	9,860	9,991	7.9%
TOTAL	37,767	39,658	40,724	7.8%

Source: Tennessee Department of Health, Division of Population Health Assessment, Office of Healthcare Statistics, DRI #35552777

** Combo = Aggregate of zip codes 37025 (Bon Aqua, Hickman County), 37062 (Fairview, Williamson County), and 38476 (Primm Springs, Williamson County).*

7. Item 6N., Historical Utilization

Please update the response to Item 5N to include HDDS data once it is available.

Please see the updated response to Item 6N.

For the table labeled as “Growth in ED Visits from Service Area Residents, 2021-2024”, does this reflect total service area utilization or is it limited to the applicant and its affiliates?

The table reflects total emergency department utilization generated by residents of the service area ZIP codes across all hospitals and freestanding emergency departments and is not limited to the applicant or its affiliates. Please see the updated response to Item 6N.

Please discuss the limited percentage of patients projected within the home ZIP Code (37062 – Fairview) that are expected to utilize the proposed FSED (25%).

For purposes of projecting FSED patients in the first two years of operations, STWH conservatively projects 25 percent of ED patients from ZIP code 37062 will receive care at the FSED. STWH acknowledges that some patients will prefer to continue receiving care at the existing emergency departments in the area. STWH also acknowledges that some patients with more acute conditions will choose to or will be routed by EMS to a hospital that offers inpatient services. STWH understands its market share may increase as area residents learn more about the proposed FSED and as it becomes more established,.

Please discuss the reasonableness of the (15%) projection for residents of ZIP Code (37221 – Bellevue) which has an existing FSED, is closer in proximity to the host hospital and currently represents the highest number of patients served by the host hospital ED.

As noted by HFC staff, STWH currently draws a substantial number of ED visits from zip code 37221. In 2024, STWH provided ED care for 4,639 residents of 37221.¹ The proposed FSED will provide another site of care for patients who want to choose a Saint Thomas Health provider, but do not want or need to travel into Nashville for care. The utilization projections assume only a modest market share of fifteen percent of patients from this zip code. This acknowledges the fact that there are other providers that are closer for residents who live directly off of Interstate 40 and that patients have a choice of providers (TriStar or Saint Thomas Health) in the area.

As shown on the map on the following page, zip code 37221 is home to Bellevue, located off of Interstate 40, as well as other communities such as Poplar Creek Estates, Pasquo and Old Harpeth Estates/South Harpeth that are located off of Highway 100/Fairview Boulevard. For Residents of 37221 who do not live as close to Interstate 40, the proposed FSED will provide a site of care that is accessible by less congested roadways.

According to Google Maps communities located off of Highway 100 have the following drive times to the proposed FSED:

- Pasquo: 8 Miles or 11 Minutes² to the proposed FSED and 5 miles or 12 Minutes³ to TriStar Bellevue
- South Harpeth Area: 6.6 Miles or 9 Minutes⁴ and 8.7 miles or 17 minutes to TriStar Bellevue⁵

¹ Tennessee Department of Health Data. DRI#35552777

² Google Maps. Available at :

https://www.google.com/maps/dir/Pasquo,+Nashville,+TN+37221/1866+Fairview+Blvd,+Fairview,+TN+37062/@36.0106026,-87.0821671,10731m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x8864860ddc5c3c51:0xbaeb39fcfd2912f!2m2!1d-86.9738917!2d36.0345056!1m5!1m1!1s0x88649b9927ec4b4b:0x1309abc30d1f6c2b!2m2!1d-87.108043!2d35.9865742!3e0?entry=tту&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D

³ Google Maps. Available at:

https://www.google.com/maps/dir/South+Harpeth+Area,+Nashville,+TN/TriStar+Bellevue+ER,+7734+Hwy+70+S,+Bellevue,+TN+37221/@36.0542133,-87.0326734,10725m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x88648572ff70f273:0x55fc85b9be12b17a!2m2!1d-87.0274437!2d36.0363253!1m5!1m1!1s0x886489ccdffa96f5:0xf569c4069ba4c051!2m2!1d-86.9589474!2d36.0829743!3e0?entry=tту&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D

⁴ Google Maps Available at:

https://www.google.com/maps/dir/South+Harpeth+Area,+Nashville,+TN/1866+Fairview+Blvd,+Fairview,+TN+37062/@36.0113871,-87.1067119,10731m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x88648572ff70f273:0x55fc85b9be12b17a!2m2!1d-87.0274437!2d36.0363253!1m5!1m1!1s0x88649b9927ec4b4b:0x1309abc30d1f6c2b!2m2!1d-87.108043!2d35.9865742!3e0?entry=tту&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D

⁵

https://www.google.com/maps/dir/South+Harpeth+Area,+Nashville,+TN/TriStar+Bellevue+ER,+7734+Hwy+70+S,+Bellevue,+TN+37221/@36.0542133,-87.0326734,10725m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x88648572ff70f273:0x55fc85b9be12b17a!2m2!1d-87.0274437!2d36.0363253!1m5!1m1!1s0x886489ccdffa96f5:0xf569c4069ba4c051!2m2!1d-86.9589474!2d36.0829743!3e0?entry=tту&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D

- Poplar Creek Estates: 10.4 miles or 14 minutes from proposed FSED.⁶ 3.8 Miles or 10 minutes to TriStar Bellevue FSED.⁷
 - Note that even communities such as Poplar Creek, which are more centrally located in Zip Code 37221 can access the proposed Fairview FSED in only a few minutes more than it takes to reach the TriStar Bellevue FSED.

⁶ Google Maps. Available at:

[https://www.google.com/maps/dir/Poplar+Creek+Estates,+Nashville,+TN+37221/1866+Fairview+Blvd,+Fairview,+TN+37062/@36.0184795,-](https://www.google.com/maps/dir/Poplar+Creek+Estates,+Nashville,+TN+37221/1866+Fairview+Blvd,+Fairview,+TN+37062/@36.0184795,-87.1158452,21460m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x8864889fac2f4643:0x21a8f354e7f3671a!2m2!1d-86.9599436!2d36.0506912!1m5!1m1!1s0x88649b9927ec4b4b:0x1309abc30d1f6c2b!2m2!1d-87.108043!2d35.9865742!3e0?entry=tту&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D)

[87.1158452,21460m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x8864889fac2f4643:0x21a8f354e7f3671a!2m2!1d-86.9599436!2d36.0506912!1m5!1m1!1s0x88649b9927ec4b4b:0x1309abc30d1f6c2b!2m2!1d-87.108043!2d35.9865742!3e0?entry=tту&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D](https://www.google.com/maps/dir/Poplar+Creek+Estates,+Nashville,+TN+37221/1866+Fairview+Blvd,+Fairview,+TN+37062/@36.0184795,-87.1158452,21460m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x8864889fac2f4643:0x21a8f354e7f3671a!2m2!1d-86.9599436!2d36.0506912!1m5!1m1!1s0x88649b9927ec4b4b:0x1309abc30d1f6c2b!2m2!1d-87.108043!2d35.9865742!3e0?entry=tту&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D)

⁷ Google Maps. Available at:

[https://www.google.com/maps/dir/Poplar+Creek+Estates,+Nashville,+TN+37221/TriStar+Bellevue+ER,+7734+Hwy+70+S,+Bellevue,+TN+37221/@36.0663875,-](https://www.google.com/maps/dir/Poplar+Creek+Estates,+Nashville,+TN+37221/TriStar+Bellevue+ER,+7734+Hwy+70+S,+Bellevue,+TN+37221/@36.0663875,-86.9636946,5362m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x8864889fac2f4643:0x21a8f354e7f3671a!2m2!1d-86.9599436!2d36.0506912!1m5!1m1!1s0x886489ccd96f5:0xf569c4069ba4c051!2m2!1d-86.9589474!2d36.0829743!3e0?entry=tту&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D)

[86.9636946,5362m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x8864889fac2f4643:0x21a8f354e7f3671a!2m2!1d-86.9599436!2d36.0506912!1m5!1m1!1s0x886489ccd96f5:0xf569c4069ba4c051!2m2!1d-86.9589474!2d36.0829743!3e0?entry=tту&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D](https://www.google.com/maps/dir/Poplar+Creek+Estates,+Nashville,+TN+37221/TriStar+Bellevue+ER,+7734+Hwy+70+S,+Bellevue,+TN+37221/@36.0663875,-86.9636946,5362m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x8864889fac2f4643:0x21a8f354e7f3671a!2m2!1d-86.9599436!2d36.0506912!1m5!1m1!1s0x886489ccd96f5:0xf569c4069ba4c051!2m2!1d-86.9589474!2d36.0829743!3e0?entry=tту&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D)

Zip Code 37221 and Surrounding Areas



Source: Google Maps

8. Item 7N., Outstanding CONs

Please remove CN2509-036 Ascension Saint Thomas Rutherford Hospital from the outstanding CON table as the application is still pending.

CN2509-036 has been removed from the table.

9. Item 2C., Commercial Plans

Are there any major commercial plans that are out of network for the applicant that may impact patients who require transfer to inpatient care at the host hospital?

No. The host hospital is not out of network with any major commercial plans.

10. Item 3C., Effects of Competition or Duplication

Are there any differences in the plans projected to be in network for the new facility vs. TriStar Horizon Medical Center?

The applicant is developing a response to this question and will supply it as soon as possible.

Does the applicant have data available on the historical acuity level of emergency department patients from 37062 – Fairview?

The applicant has internal data on the acuity of STWH ED patients in calendar year 2025 from 37062 Fairview. The table below summarizes the visits by level. Using this data source, Level 1 is the lowest level of care and Level 6 (Critical Care) is the highest. The applicant does not have access to acuity of 37062 ED patients across all points of care, but expects it would be lower than the experience at the host hospital given its quaternary nature.

2025 STWH ED Visits by Acuity Level, 37062 Residents

	Visits	% of Visits
Level 1 (Lowest)	29	3.2%
Level 2	20	2.2%
Level 3	125	13.6%
Level 4	291	31.7%
Level 5	445	48.4%
Level 6 (Highest)	9	1.0%
Total Visits	919	100.0%

Source: Internal Saint Thoams Health data

What acuity levels are projected for the patients of the proposed FSED?

The applicant expects the acuity level of patients at the proposed FSED to be similar to the acuity levels of patients historically served at FSEDs in the middle Tennessee area and considers the acuity of patients served by Ascension FSEDs in Florida. To match the levels as reported in the TDH data, the table below assigns ER Level 1 as the highest level (CPT 99285) and ER Level 5 as the lowest level (CPT 99284).

Projected Patient Acuity Levels at FSED

Acuity Level	Percent of Proposed FSED Visits
Level 1 (Highest-CPT 99285)	9.3%
Level 2	33.1%
Level 3	47.4%
Level 4	7.3%
Level 5 (Lowest-CPT 99281)	2.9%

What percentage of emergency department patients does the applicant project will require transfer to inpatient acute care?

The applicant expects three to four percent of ED patients presenting at the proposed FSED will require transfer to inpatient acute care.

11. Item 4C., Human Resources

How many of the Saint Thomas Health specialists referenced in the response on Page 21 are based at the host hospital?

700 of these specialists are physicians based at the host hospital.

12. Item 9C., Charges.

Please attach a copy of the source files used in the development of the Average Negotiated Rates for TriStar Horizon and Saint Thomas West.

The source file for TriStar Horizon was downloaded from [Pricing Transparency CMS Required File of Standard Charges | TriStar Horizon Medical Center](#)

The source file for Saint Thomas West was downloaded from [Price Transparency | Ascension](#) by navigating to the Tennessee drop down list and then selecting Saint Thomas West.

These files are too large to transmit via email. They are available for download either at the source links above, or by using the link below.

<https://rpcconsulting.sharefile.com/public/share/web-sc6dd6dcddeed494a9fe34a14e65b7eeb>

Please note that the source file for TriStar Horizon is a JSON file.

Please provide a comparison of the patient financial assistance and charity care policies for Saint Thomas West and TriStar Horizon Medical Center.

The Saint Thomas Health Financial Assistance Policy⁸ provides comprehensive charity care and financial assistance for patients receiving emergency or medically necessary services. Under this policy, patients with household income at or below 250 percent of the Federal Poverty Level (FPL) are eligible for 100 percent charity care for the portion of charges for which the patient is responsible after insurance payments. Patients with incomes between 251 percent and 400 percent of FPL are eligible for sliding-scale financial assistance, with discounts ranging from approximately 79 percent to 86 percent depending on income level. Patients whose income exceeds 400 percent of FPL may also qualify for additional assistance through a means test if medical debt is excessive relative to household income. Patients receiving financial assistance are not charged more than the Amount Generally Billed for emergency or medically necessary services.

The table below summarizes key elements of the Saint Thomas Health financial assistance policy and compares them with the financial assistance programs offered by TriStar Horizon Medical Center and its parent organization, HCA Healthcare. The publicly available policy information on the TriStar Horizon Medical Center and HCA Healthcare websites provided only high-level summaries of their financial assistance programs, with limited detail on specific eligibility criteria, income thresholds, and operational procedures.^{9,10} Therefore, in an attempt to provide a more detailed comparison, we also reviewed the internal Parallon/HCA charity care and financial assistance policy documents included in the 2026 Parkridge Cleveland FSED CON application, an application submitted by an HCA Healthcare facility within the TriStar Division, the same division under which TriStar Horizon Medical Center operates.¹¹

⁸ https://healthcare.ascension.org/-/media/healthcare/financial-assistance/tennessee/tnnas/fap/runningfile_tnnas_english_financial-assistance-policy.pdf

⁹ <https://www.tristarhealth.com/patient-resources/patient-financial-resources/financial-assistance>

¹⁰ <https://www.hcahealthcare.com/patients/pricing-and-financial-information/patient-financial-support>

¹¹ CN2511-040 Parkridge Medical Center CON Application, January 28, 2026, Attachment 4N-1, https://www.tn.gov/content/dam/tn/hfc/documents/CN2511-040_Parkridge_Medical_Ctr.pdf.

Policy Feature	Ascension Saint Thomas Health Financial Assistance Policy	TriStar Horizon Medical Center / HCA Healthcare (Public Website Summaries ^{12,13})	HCA/Parallon Financial Assistance Policy Documents ¹⁴
Full Charity Care Eligibility	Patients with income ≤250% of the FPL are eligible for 100% charity care on the portion of charges for which the patient is responsible after insurer payments.	Patients with household income between 0–200% of the FPL may qualify for a 100% charity discount for non-elective services.	Patients with household income between 0–200% of the FPL may qualify for a 100% charity discount for non-elective services.
Sliding-Scale Financial Assistance	Patients 251–400% FPL receive a sliding-scale discount on charges for which the patient is responsible: • 251–300% FPL: 86% assistance • 301–350% FPL: 81% assistance • 351–400% FPL: 79% assistance	Patients with incomes between 201–400 percent of the FPL may qualify for expanded financial assistance that reduces the patient balance.	Patients 201–400% FPL have balances capped as % of annual household income: • 201–300%: capped at 3% of income • 301–400%: capped at 4% of income
Assistance Above 400% FPL	Patients with income greater than 400% FPL may qualify for financial assistance through a Means Test if total medical debt (all providers) ≥ household gross income	HCA Healthcare offers Patient Liability Protection (PLP) and other need-based discounts for certain underinsured patients above 400% FPL.	Not addressed in policy document.
Limits on Charges	Patients eligible for financial assistance will not be charged more than the Amount Generally Billed (AGB) for emergency or medically necessary care.	No AGB-equivalent cap specified. Discounts applied through charity, expanded assistance, or uninsured discount depending on eligibility.	For uninsured patients, balance capped at the lesser of the FPL-based calculation or the uninsured discount amount. No AGB cap terminology used.
Uninsured Patient Discounts	Discount based on highest-paying payor contract (≥3% of org volume/revenue) . Prompt pay discount may also	Uninsured discount similar to managed-care reimbursement rates (~92% off total bill per HCA website). Applies	All self-pay patients receive an uninsured discount for non-elective services. Prompt pay discount may apply on top.

¹⁴ CN2511-040 Parkridge Medical Center CON Application, January 28, 2026, Attachment 4N-1, https://www.tn.gov/content/dam/tn/hfc/documents/CN2511-040_Parkridge_Medical_Ctr.pdf.

Policy Feature	Ascension Saint Thomas Health Financial Assistance Policy	TriStar Horizon Medical Center / HCA Healthcare (Public Website Summaries^{12,13})	HCA/Parallon Financial Assistance Policy Documents¹⁴
	apply. Uninsured patients not charged more than 175% of cost (TN law).	to patients with no third-party payer. Prompt pay discount may also be offered.	

In comparison, Saint Thomas Health extends full 100% charity care eligibility to patients with incomes up to 250 percent of the FPL, compared to 200 percent under both the HCA/TriStar public summaries and the Parallon internal policy documents. With respect to sliding-scale assistance between 201 and 400 percent of the FPL, Saint Thomas Health provides explicitly defined percentage-based discounts on patient-responsible charges, while the Parallon policy instead caps patient balances at a percentage of annual household income – a structure that may result in meaningfully different patient liability depending on the size of the bill relative to income.

13. Item 1N., Criteria and Standards

Attachment 1NA – Please revise the following areas of the attachment as the distances and travel times appear to be different when recreated by staff:

Mileage

- **TriStar Bellevue FSED – Maury County**
- **TriStar Century Farms FSED – Williamson and Maury County**
- **Williamson Medical Center – Dickson County**

Travel Time

- **TriStar Bellevue FSED – Maury County**
- **TriStar East Nashville ER – Maury County, 37069**
- **TriStar Spring Hill ER – Davidson County**
- **TriStar Nolensville ER – Davidson County**
- **Ascension Saint Thomas Midtown – Maury County**
- **Metropolitan General Hospital – Maury County**
- **Saint Thomas Hospital for Specialty Surgery – Maury County**

¹³ <https://www.hcahealthcare.com/patients/pricing-and-financial-information/patient-financial-support>

¹⁴ CN2511-040 Parkridge Medical Center CON Application, January 28, 2026, Attachment 4N-1, https://www.tn.gov/content/dam/tn/hfc/documents/CN2511-040_Parkridge_Medical_Ctr.pdf.

- Saint Thomas West Hospital - Maury County
- TriStar Centennial Medical Center - Maury County
- TriStar Skyline Medical Center - Maury County
- TriStar Southern Hills Medical Center - Davidson County, 37025
- TriStar Summit Medical Center - Davidson County, Williamson County, Maury County
- Vanderbilt University Medical Center - Maury County, 38476, 37069
- TriStar Horizon Medical Center - 37062, 37069
- Saint Thomas Hickman Hospital - Davidson County, 37062
- Maury Regional Medical Center - Davidson County
- Williamson Medical Center - Davidson County, Maury County, 37062, 37069, 37221

Please see the Revised Attachment 1NA, which highlights the changes requested above in green. These tables were done using Google Maps. The distance and minutes shown are based on the shortest route to each site (in minutes). If a range was provided by Google Maps, the shortest time was shown. If HFC staff prefer another method for providing these times, please advise and the times will be provided as the state indicates.

14. Item 1N., Criteria and Standards

Attachment 1N, Criteria #1 Determination of Need:

Pages 5 & 6: Please revise the following areas of the attachment as the distances and travel times appear to be different when recreated by staff:

Mileage

- TriStar Bellevue FSED - 37062, 37025, 37069, 37221
- TriStar Century Farms FSED - 37062, 37064
- TriStar East Nashville ER - 37062, 37025
- Saint Thomas Midtown Hospital - 37064, 37069
- Metropolitan Nashville General Hospital - 37062, 37025, 38476
- Saint Thomas West Hospital - 37221
- TriStar Centennial Medical Center - 37062, 37025
- TriStar Southern Hills Medical Center - 37062
- Vanderbilt University Medical Center - 38476
- TriStar Horizon Medical Center - 37062

Travel Time

- TriStar Summit Mt Juliet ER - 37062, 37025, 38476, 37064, 37069, 37221
- TriStar Nolensville ER - 37221
- TriStar Southern Hills Medical Center - 37025

- **Vanderbilt University Medical Center – 38476**

Please see the Revised Attachment 1N, which highlights the changes requested above in green. These tables were done using Google Maps. The distance and minutes shown are based on the shortest route to each site (in minutes). If a range was provided by Google Maps, the shortest time was shown. If HFC staff prefer another method for providing these times, please advise and the times will be provided as the state indicates.

15. Item 1N., Criteria and Standards

Attachment 1N, Criteria #1 Determination of Need:

Pages 7 & 8: Please identify the major population centers within a 15-minute radius of the proposed FSED site.

The City of Fairview is the largest population center within a 15-minute drive of the proposed FSED. The table below provides the names of other areas/neighborhoods within 15 minutes of the proposed FSED.

	Miles	Minutes
Fairview	2.3	5
South Harpeth	6.6	9
Fernvale	5.2	10
Traceside/Stonemeade	9.6	13
Poplar Creek Estates	10.4	14

Source: GoogleMaps. Weekday drive times.

16. Item 1N., Criteria and Standards

Attachment 1N, Criteria #1 Determination of Need:

Pages 10 & 11: Please list the Tennessee and National Averages based on the published data, which is associated with emergency department volume of each facility for OP-18. Please identify the volume classification of each facility listed on Page 10.

Please see the revised tables on Attachment 1N, which rely on data from the CMS Care Compare website. The tables provide an indication of ED volume.

Please update the Tennessee Averages which are reported as (3) instead of (1.4) for the OP-22 table on Page 11.

Please see the revised tables on Attachment 1N, which rely on data from the CMS Care Compare website.

Please check the footnotes on Page 11 as they don't appear to correspond with the body of the narrative.

Please see revised Attachment 1N.

Please clarify how many total ED rooms are currently available at the host hospital.

There are 30 ED exam rooms available at STWH.

Page 12 – Please revise the most recent JAR to 2024.

Please see revised Attachment 1N.

17. Item 1N., Criteria and Standards

Attachment 1N, Criteria #1 Determination of Need:

Page 13: Please revise the table on Page 13 for the following ACEP ranges:

- **Saint Thomas West Hospital – Spaces (Low & High)**
- **TriStar Southern Hills Medical Center – Spaces (Low & High)**
- **TriStar Horizon Medical Center – Spaces (Low & High)**
- **TriStar Centennial Medical Center – Visits/Space (Low)**
- **TriStar Summit Medical Center – Visits/Space (Low & High)**
- **Williamson Medical Center – Spaces (Low)**
- **Metropolitan Nashville General Hospital – Visits/Space (Low & High)**
- **TriStar Skyline Medical Center – Spaces (Low) & Visits/Space (Low & High)**
- **Vanderbilt University Medical Center – Visits/Space (Low & High)**

Please see the table in the revised Attachment 1N. The ACEP range estimates presented in this table were determined using the Preliminary Sizing Charts from the American College of Emergency Physicians' Emergency Department Design: A Practical Guide to Planning for the Future, Second Edition, pages 116-117. For each facility, the actual annual ED visit volume was rounded up to the nearest 5,000-visit benchmark row in both the Low Range and High Range tables, and the corresponding spaces and visits-per-space values were taken directly from that row. The decision to round up rather than down was made to modestly overstate space needs rather than understate them. If this is not the correct methodology for applying the ACEP ranges in this context, please advise so that the table may be revised accordingly.

18. Item 1N., Criteria and Standards

Attachment 1N, Criteria #1 Determination of Need:

Page 18: Please identify Williamson Medical Center on the area map.

Please see page 18 of the Revised Attachment 1N.

19. Item 1N., Criteria and Standards

Attachment 1N, Criteria #1 Determination of Need:

Page 19: What year does this data represent? Please identify the HDDS DR number for the data source.

Please see the updated 1N response reflecting the updated HDDS data received on March 5, 2026 under DRI#35552777.

What percentage of each of the categories: % of Behavioral Health, % of Patients Level I & II, % of Patients Ages 65+.

The initial filing's percentages were an average of all Tennessee. The revised attachment relies on Tennessee Department of Health data (DRI #35552777) and has separate statewide averages for FSEDs and hospitals. The data shown is for 2024.

Page 21: What are the residential neighborhoods surrounding the proposed FSED site.

The table on the following page was reproduced from the City of Fairview's New Residential Construction List and was last updated October 2025.¹⁵ The table shows residential developments within Fairview. As shown on the table, many of these are located close to Highway 100 (Fairview Boulevard) or Highway 96.

¹⁵ Available at: <https://www.fairview-tn.org/content/uploads/docs/New-Residential-Construction-Project-List.pdf>

City of Fairview											
Development	Home Builder	Main Access location	Year of Approval	Zoning District	Acre	Approved Units Per Acre	Approved Units	Unbuilt Single Family	Unbuilt Townhome	Unbuilt Apartment	Unbuilt Units
Bellehaven	D.R. Horton	HWY 96	2006	RM8 POD	251	1.92	483	337	146		483
Highbury Pointe		HWY 96	2013	RM20/RM8	38.59	6.22	240			240	240
Cumberland Estates	Ole South	Cumberland Dr	2016	R20 POD	113.4	2.14	243	16			16
Wynwood Park	Boulevard Builders	Cox Pike	2016	R20 POD	41.5	2.02	84	48			48
Westway Apartments		HWY 100	2017	RM12	26.63	5.71	152			80	80
Ottercreek	Regent Homes/ Brightland Homes	Old Nashville HWY	2018	R20	132	1.27	167	64			64
Prestonwood		Cox Pike	2018	RS15 POD	32.24	2.76	89	89			89
Richvale	Regent Homes/ Brightland Homes	Cox Pike	2019	R20 POD	111.9	1.25	140	66			66
Westview	Boulevard Builders	Overbey RD	2020	RS15 POD	108.41	2.31	250	250			250
Belvoir	CastleRock Homes	Northwest HWY	2021	RS40/ R20	84	0.32	27	23			23
City Center - TCOD	Regent Homes/ Lennar	HWY 100	2021	MSMU POD	48.45	6.77	328	42	235	51	328
Aden Woods	Celebration Homes and CastleRock Homes	Crow Cut Rd	2021	R20	111.6	1.09	122	74			74
Orrinshire	Drees Homes	Northwest HWY	2022	R20	20.2	1.24	25	4			4
Woodwick Cove		Northwest HWY	2022	R20	25.26	1.23	31	31			31
Bowie Meadows	Lennar	Mangrum Dr	2022	R20 POD	123.35	1.45	179	169			169
Cedarcrest	Meritage Homes	HWY 100	2022	CG- RM8	27.21	5.03	137		79		79
Reserves on Chester	Drees Homes	Chester Rd	2022	RS40	58.84	0.78	46	38			38
Goodwin Farms	Dream Finders Homes	Old Nashville HWY	2022	R20	35.95	1.20	43	3			3
Hatcher Heights		Horn Tavern Rd	2022	RS15	17	1.47	25	25			25
Highland Trace		HWY 96	2022	CG-RM8	10.93	6.50	71		71		71
Ashlyn	Celebration Homes	Crow Cut Rd	2023	R20	25.04	1.08	27	23			23
Columbus Cove		HWY 96	2023	RM12	4.77	9.85	47		41		41
Brush Creek	CastleRock Homes	Brush Creek Rd	2023	RS15	37.21	1.21	45	23			23
Chester Road Townhomes	Phillips Builders	Chester Rd	2024	RM8	17.23	6.62	114		114		114
HWY 96 Townhomes		HWY 96	2024	RM8	13.49	7.71	104		104		104
Wiley Circle	A1 Homebuilders	Wiley Circle	2025	RS-8	4.52	1.33	6	0			0
Total							3225	1325	790	371	2486

Revised October 1, 2025

Page 25: The applicant's proposed use of behavioral telehealth is noted. Please discuss whether there are any specific challenges associated with serving behavioral health patients in a freestanding emergency department setting compared to an acute care hospital setting. Are there any differences between the two settings in the ability to accommodate emergency involuntary admissions to inpatient care?

There are no unique or additional challenges associated with serving behavioral health patients in a freestanding emergency department (FSED) compared to a hospital-based emergency department. Standardized emergency behavioral health protocols, telepsychiatry evaluations, and clinician workflows are consistent across both settings.

With respect to involuntary emergency admissions, there is no difference in the FSED's ability to manage these patients. In both settings, patients who require inpatient psychiatric admission are transferred to an appropriate freestanding psychiatric facility. This is the standard clinical pathway and does not depend on whether the initial

evaluation occurs in an FSED or an acute care hospital ED.

As a result, operating an FSED does not diminish the ability to:

- appropriately triage behavioral health patients,
- stabilize acute psychiatric symptoms,
- conduct tele-behavioral assessments, or
- coordinate transfer for inpatient placement.

Transfers may include regional psychiatric facilities, including Ascension Saint Thomas's freestanding psychiatric hospital, when clinically appropriate.

How will the applicant coordinate care with Mobile Crisis Teams serving the area? There appear to be three different regions converging with the proposed service area.

The applicant will coordinate care with Mobile Crisis Response Teams (MCRTs) in the same manner as an acute care hospital emergency department. There is no functional difference between an FSED and a hospital ED in how Mobile Crisis is engaged. Standard behavioral-health emergency protocols apply in both settings.

For the proposed Fairview FSED, the designated Mobile Crisis provider is Volunteer Behavioral Health Systems, which serves Williamson County and operates a 24/7 mobile crisis line. Clinical staff will follow the same established processes: contacting the Mobile Crisis team, supporting onsite or telehealth assessment, and coordinating stabilization or appropriate transfer.

Because Mobile Crisis coverage is county-based and standardized statewide, the presence of regional boundaries does not change coordination requirements. The FSED will interface directly with the designated MCRT for Williamson County, Volunteer Behavioral Health Systems, just as any hospital ED would.

20. Item 1N., Criteria and Standards

Attachment 1N, Criteria #3. Relationship to Other Similar Services:

Pages 29 & 30: Please update the response to reflect HDDS DR 3552777 in addition to the THA data.

Please see these pages in the Revised Attachment 1N, which include tables from both HDDS DR 3552777 data and THA data.

To what extent is the proposed FSED projected to decompress the ED utilization at the host hospital?

The applicant expects the proposed FSED will decompress the host hospital by approximately 1,564 visits in the second year of operation. This is based on the historical number of ED visits at STWH from service area residents and considers the proximity of residents to the proposed FSED and the host hospital.

21. Item 1N., Criteria and Standards

Attachment 1N, Criteria #4. Host Hospital Quality of Care:

Pages 34 - 37: Please present a listing of all Very High Volume EDs scores for OP-18 and OP-22.

The table below shows a list of the Very High Volume ED scores for OP-18 and OP-22 for hospitals in the area. If this question requests different data, please advise.

Measure: OP-18 Median Time from ED Arrival to ED Departure for Discharged ED Patients				
Emergency Department	Timeframe	ED Time Score	Tennessee Average	National Average
Hospitals				
TriStar Centennial Medical Center*	4/1/2024-3/31/2025	120	199*	203*
TriStar Summit Medical Center*		162	199*	203*
Vanderbilt University Medical Center*		272	199*	203*

*Averages for very high volume hospitals

Measure : OP-22 ED Patient Left Without Being Seen				
Emergency Department	Timeframe	ED Time Score	Tennessee Average	National Average
Hospitals				
TriStar Centennial Medical Center	CY 2024	1%	3%	2%
TriStar Summit Medical Center		0%	3%	2%
Vanderbilt University Medical Center		1%	3%	2%

Is it known why the applicant's data is no longer available on the Medicare Compare site?

In May 2024, Saint Thomas Health's information technology systems were disrupted by a cybersecurity attack. As a result, there is not complete data to report for all hospitals for

2024, as data for May and June 2024 is incomplete due to the attack. Because of this, the Centers for Medicare and Medicaid Services (CMS) issued an Extraordinary Circumstances Exception (ECE) which provides relief from data reporting requirements due to circumstances beyond the provider's control. The data on the CMS website is incomplete for STWH because the reporting period for OP-22 is calendar year 2024, which includes Q2 and Q3 2024 data, which STWH did not report under the ECE. The data reporting period for OP-18 is April 2024-March 2025, which includes Q2 and Q3 2024 data, which STWH did not report under the ECE.

The new cardiac CT unit at the host hospital is noted. Please compare the CT unit at the host hospital ED and the type of CT unit that will be available at the FSED. What is the strength of the CT at the proposed FSED?

The unit at the host hospital is a 256 slice Siemens Force Eco which can be used for general CT needs as well as enhanced cardiac imagery. The unit to be installed at the proposed FSED is a 64 slice GE Revolution Maxima. It has reconstruction software that allows for 128 slice images and is designed for more general CT needs.

22. Item 1N., Criteria and Standards

Attachment 1N, Criteria #5. Appropriate Model for the Delivery of Care:

Page 38: How close is the Fast Pace Health Urgent Care clinic to the proposed FSED? Are there any other urgent care clinics located in the proposed service area?

The Fast Pace Health Urgent Care clinic is located 2.3 miles from the proposed FSED.¹⁶ Fast Pace Health Urgent Care is open Monday-Friday 8:00AM-8:00 PM; Saturday 8:00AM-6:00PM and Sunday 1:00PM-5:00PM.¹⁷

The other urgent cares in the proposed FSED's service area zip codes are:

- CareNow Urgent Care-Bellevue
 - Open Monday-Friday 8:00AM-8:00PM. Open Saturday and Sunday 8:00AM-6:00PM.
 - 7602 Highway 10 S #101, Bellevue, TN 37221
- Vanderbilt Health Walk-In Clinic Bellevue

¹⁶ Google Maps. Available at:

https://www.google.com/maps/dir/1866+Fairview+Blvd,+Fairview,+TN+37062/Fast+Pace+Health+Urgent+Care+-+Fairview+-+TN,+2377+Fairview+Blvd,+Fairview,+TN+37062/@35.9749429,-87.1316579,4634m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x88649b9927ec4b4b:0x1309abc30d1f6c2b!2m2!1d-87.108043!2d35.9865742!1m5!1m1!1s0x88649e9977c391db:0x77cdc8988392fcd3!2m2!1d-87.1343448!2d35.9633124!3e0?entry=ttu&g_ep=EgoyMDI2MDMwNS4wIKXMDSOASAFQAw%3D%3D

¹⁷ <https://fastpacehealth.com/location/fairview/>

- Open Monday-Friday, 7:30AM-7:30PM. Open Saturday and Sunday 8:00AM-95:00PM.
 - 7069-B Highway 70 South, Nashville, TN 37221
- Ascension Saint Thomas Urgent Care-Franklin
 - Open Monday-Friday 8:00AM-8:00PM. Open Saturday 9:00AM-5:00 PM. Open Sunday 1:00PM-5:00PM.
 - 509 Hillsboro Rd, Franklin, TN 37064

23. Item 1N., Criteria and Standards

Attachment 1N, Criteria #8. Services to High Need Populations:

Page 41: Is Highpoint Health affiliated with this project? If not please remove the reference.

No. The reference is removed.

Page 42: Please update the response to reflect HDDS DR 3552777 in addition to the THA data.

Please see the response to Criteria 8 in Revised Attachment 1N.

24. Item 1N., Criteria and Standards

Attachment 1N, Criteria #9. Establishment of Service Area (Non-Rural):

Page 43 & 44: Please include a full listing of the top ZIP Codes representing utilization of the host hospital ED, highlighting the ZIP Codes included in the proposed service area.

Please update the response to reflect HDDS DR 3552777 in addition to the THA data.

Please label the ZIP Codes in Table 9A2 with the city area and county.

Please see the Revised Attachment 1N, which makes the changes requested above.

Which population centers in ZIP Code 37064 are closer to the proposed FSED site than to Williamson Medical Center?

Please note, the projected FSED utilization only assumes a 15% market share in ZIP Code 37064.

As shown in the tables below, Kingfield, Leipers Fork and Beasley Crossroads, all located

in ZIP Code 37064, are within closer driving times to the proposed FSED than Williamson Medical Center, using Google Maps.

Driving Distance in Miles		
	Proposed FSED	Williamson Medical Center
Kingfield, TN	10.4	17
Leipers Fork, TN	16.7	11.6
Beasley Crossroads, TN	12.5	28.7

Source: Google Maps

Driving Time in Minutes		
	Proposed FSED	Williamson Medical Center
Kingfield, TN	20	30
Leipers Fork, TN	21	25
Beasley Crossroads, TN	21	30

Source: Google Maps

Please explain the reason(s) why a patient in an emergency would travel East from ZIP code 37221 when an existing FSED is located at TriStar Bellevue, and full-service hospitals are located in Nashville where the patient may ultimately be transferred?

As shown on the map on the following page, zip code 37221 is home to Bellevue, located off of Interstate 40. As demonstrated in the application, a significant number of 37221 residents are choosing to receive emergency department care at STWH. Some of these residents may also choose to receive care at the proposed FSED that operates under the STWH license. STWH acknowledges that the majority of residents living directly off of Interstate 40 may not choose to travel East to receive emergency care. This is reflected in the modest 15% market share assumption for Zip code 37221.

However, ZIP Code 37221 is home to communities other than Bellevue. Several of these communities, such as Poplar Creek Estates, Pasquo and Old Harpeth Estates/South Harpeth are located off of Highway 100/Fairview Boulevard. For Residents of 37221 who do not live as close to Interstate 40, the proposed FSED will provide a site of care that is accessible off of less congested roadways.

According to Google Maps communities located off of Highway 100 have the following drive times to the proposed FSED:

- Pasquo: 8 Miles or 11 Minutes¹⁸ to the proposed FSED and 5 miles or 12 Minutes¹⁹ to TriStar Bellevue
- South Harpeth Area: 6.6 Miles or 9 Minutes²⁰ and 8.7 miles or 17 minutes to TriStar Bellevue²¹
- Poplar Creek Estates: 10.4 miles or 14 minutes from proposed FSED.²² 3.8 Miles or 10 minutes to TriStar Bellevue FSED.²³
 - Note that even communities such as Poplar Creek, which are more centrally located in Zip Code 37221 can access the proposed Fairview FSED in only a few minutes more than it takes to reach the TriStar Bellevue FSED.

¹⁸ Google Maps. Available at :

https://www.google.com/maps/dir/Pasquo,+Nashville,+TN+37221/1866+Fairview+Blvd,+Fairview,+TN+37062/@36.0106026,-87.0821671,10731m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x8864860ddc5c3c51:0xbaeb39fcefcd2912f!2m2!1d-86.9738917!2d36.0345056!1m5!1m1!1s0x88649b9927ec4b4b:0x1309abc30d1f6c2b!2m2!1d-87.108043!2d35.9865742!3e0?entry=tu&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D

¹⁹ Google Maps. Available at:

https://www.google.com/maps/dir/South+Harpeth+Area,+Nashville,+TN/TriStar+Bellevue+ER,+7734+Hwy+70+S,+Bellevue,+TN+37221/@36.0542133,-87.0326734,10725m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x88648572ff70f273:0x55fc85b9be12b17a!2m2!1d-87.0274437!2d36.0363253!1m5!1m1!1s0x886489ccdfca96f5:0xf569c4069ba4c051!2m2!1d-86.9589474!2d36.0829743!3e0?entry=tu&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D

²⁰ Google Maps Available at:

https://www.google.com/maps/dir/South+Harpeth+Area,+Nashville,+TN/1866+Fairview+Blvd,+Fairview,+TN+37062/@36.0113871,-87.1067119,10731m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x88648572ff70f273:0x55fc85b9be12b17a!2m2!1d-87.0274437!2d36.0363253!1m5!1m1!1s0x88649b9927ec4b4b:0x1309abc30d1f6c2b!2m2!1d-87.108043!2d35.9865742!3e0?entry=tu&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D

²¹

https://www.google.com/maps/dir/South+Harpeth+Area,+Nashville,+TN/TriStar+Bellevue+ER,+7734+Hwy+70+S,+Bellevue,+TN+37221/@36.0542133,-87.0326734,10725m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x88648572ff70f273:0x55fc85b9be12b17a!2m2!1d-87.0274437!2d36.0363253!1m5!1m1!1s0x886489ccdfca96f5:0xf569c4069ba4c051!2m2!1d-86.9589474!2d36.0829743!3e0?entry=tu&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D

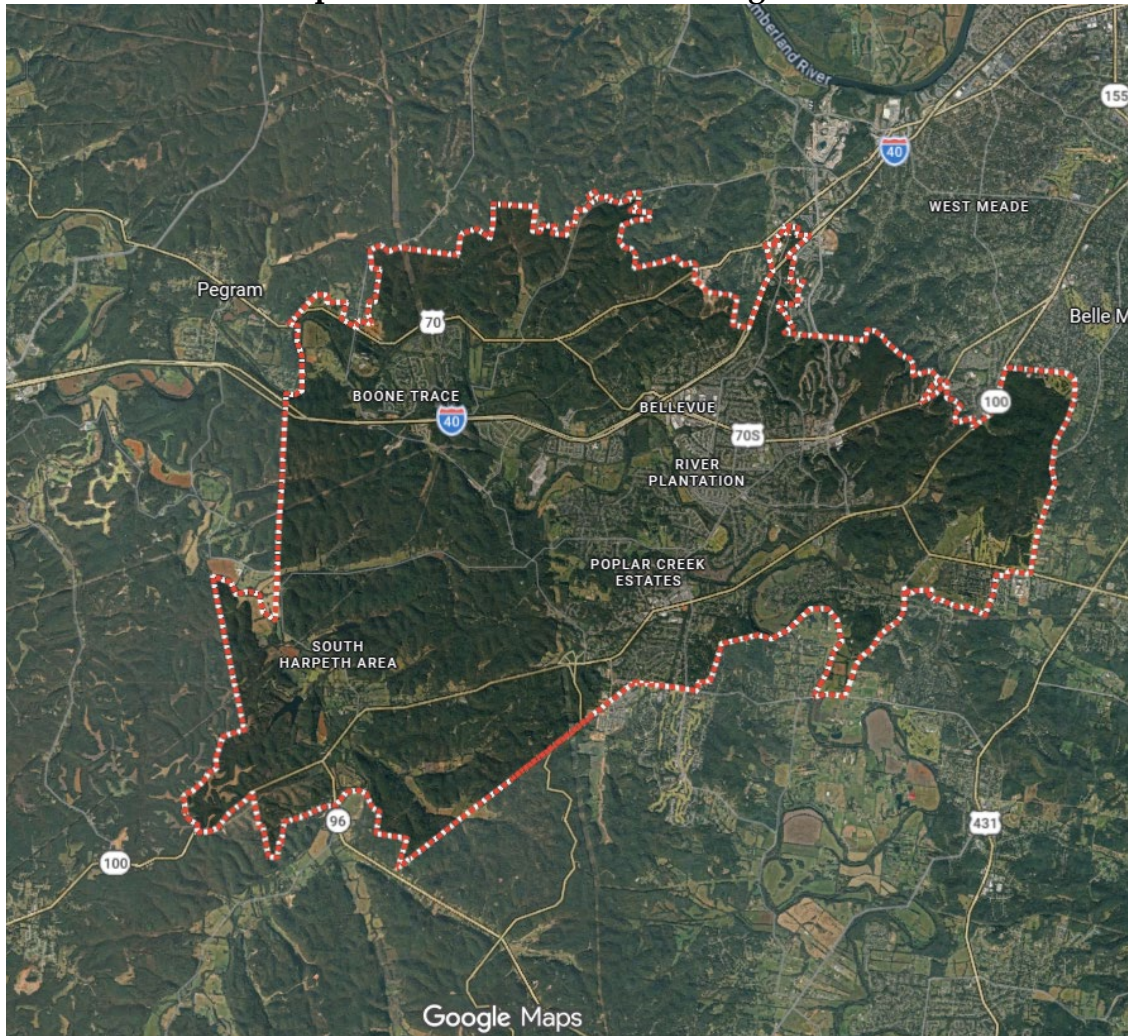
²² Google Maps. Available at:

https://www.google.com/maps/dir/Poplar+Creek+Estates,+Nashville,+TN+37221/1866+Fairview+Blvd,+Fairview,+TN+37062/@36.0184795,-87.1158452,21460m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x8864889fac2f4643:0x21a8f354e7f3671a!2m2!1d-86.9599436!2d36.0506912!1m5!1m1!1s0x88649b9927ec4b4b:0x1309abc30d1f6c2b!2m2!1d-87.108043!2d35.9865742!3e0?entry=tu&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D

²³ Google Maps. Available at:

https://www.google.com/maps/dir/Poplar+Creek+Estates,+Nashville,+TN+37221/TriStar+Bellevue+ER,+7734+Hwy+70+S,+Bellevue,+TN+37221/@36.0663875,-86.9636946,5362m/data=!3m2!1e3!4b1!4m14!4m13!1m5!1m1!1s0x8864889fac2f4643:0x21a8f354e7f3671a!2m2!1d-86.9599436!2d36.0506912!1m5!1m1!1s0x886489ccdfca96f5:0xf569c4069ba4c051!2m2!1d-86.9589474!2d36.0829743!3e0?entry=tu&g_ep=EgoyMDI2MDMwNC4xIKXMDSOASAFQAw%3D%3D

Zip Code 37221 and Surrounding Areas



25. Item 1N., Criteria and Standards

Attachment 1N, Criteria #16. Stabilization and Transfer:

Page 52: Please discuss the ability of EMS in Williamson County to accommodate transfers to Nashville from western Williamson County? Which EMS service does the applicant expect will provide most of the necessary transfers to acute care?

We anticipate Williamson Health EMS will continue to handle 911 calls across the county as previously done. Regarding transfers, Saint Thomas Emergency Medical Services (STEMS) will provide the necessary acute care transfers from the proposed FSED. STEMS has 25 units stationed across the STH service area and provides over 95% of all inter-facility transports for the system.

26. Item 1N., Criteria and Standards

Attachment 1N, Criteria #17. Education and Signage:

Page 52: It is noted the applicant will partner with Dickson Medical Associates to educate patients about service available at the proposed FSED and which conditions are appropriately treated at an FSED. Please provide additional details.

In addition to the approaches outlined in Attachment 1N regarding broader community communications about the appropriate utilization of FSED services, the applicant will partner with DMA to distribute informational materials to new and existing patients of DMA.

27. Item 1N., Criteria and Standards

Attachment 1N, Criteria #18. Community Linkage Plan:

Page 53 & 54: What other partnerships or affiliations with providers of other levels of care, primary, specialty, urgent care, etc. does the applicant have in the proposed service area?

STH owns a medical office building (Care Center) in Bellevue (37221) that houses STH owned primary care services and a heart clinic. Our JV partners Premier Radiology and Results PT also have clinics at this site. Additionally, we have two (2) retail clinics (Kroger Little Clinics with Ascension Saint Thomas) and two (2) Results PT clinics elsewhere in 37221. We also have Results PT in 37062 and two (2) more in 37064.