

# **LETTER OF INTENT**



**State of Tennessee  
Health Facilities Commission**

502 Deaderick Street, Andrew Jackson Building, 9<sup>th</sup> Floor, Nashville, TN 37243  
[www.tn.gov/hsda](http://www.tn.gov/hsda) Phone: 615-741-2364 [hsda.staff@tn.gov](mailto:hsda.staff@tn.gov)

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The Publication of Intent is to be published in *The Tennessean*, which is a newspaper of general circulation in Davidson County in Tennessee; on or before **Monday, May 15, 2023** for one day.

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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 Nashville Children's Surgery Center, LLC, A Tennessee limited liability company owned by NCH Growth Partners, LLC, a Delaware limited liability company, intends to file an application for a Certificate of Need for the establishment of an ambulatory surgical treatment center, and the initiation of ambulatory surgery, in Madison (Davidson County), Tennessee. The proposed facility will be managed by Capital Children's Management, LLC, a Delaware limited liability company which is an affiliate of NCH Growth Partners, LLC.

The proposed facility will have 3 operating rooms, and will be located at 647 Myatt Drive, Madison, Tennessee 37115 (Davidson County). The proposed facility will seek licensure from the Health Facilities Commission Licensure Division as a single-specialty ambulatory surgical treatment center limited to general dentistry and oral surgery. The total project cost is approximated to be \$5,345,330.00.

The anticipated date of filing the application is on or before June 1, 2023.

The contact person for this project is Michael D. Brent, Bradley Arant Boult Cummings, LLP, 1600 Division Street, Suite 700, Nashville, Tennessee 37203 (615) 252-2361.

Signature of Contact

May 11, 2023

Date

[mbrent@bradley.com](mailto:mbrent@bradley.com)

Contact's Email Address

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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. File this form at the following email address: [hsda.staff@tn.gov](mailto:hsda.staff@tn.gov). Applicants seeking simultaneous review must publish between the sixteenth day and the last day of the month of publication by the original applicant.

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

**CRITERION AND**

**STANDARDS**

**Original Application**

**NOTE: Supplemental responses to criterion and standards follows in the supplemental attachments.**

**ORIGINAL**  
**APPLICATION**





**State of Tennessee  
Health Facilities Commission**

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**CERTIFICATE OF NEED APPLICATION**

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

Nashville Children's Surgery Center

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<b>Name</b> 647 Myatt Drive		Davidson
<b>Street or Route</b>		<b>County</b>
Madison	Tennessee	37115
<b>City</b> None	<b>State</b>	<b>Zip</b>
<b>Website Address</b>		

**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**

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Michael Brent		Attorney
<b>Name</b> Bradley Arant Boult Cummings LLP		<b>Title</b> mbrent@bradley.com
<b>Company Name</b>		<b>Email Address</b>
1600 Division Street, Suite 700		
<b>Street or Route</b>		
Nashville	Tennessee	37203
<b>City</b> Attorney	<b>State</b>	<b>Zip</b>
<b>Association with Owner</b>		615.252.2361
		<b>Phone Number</b>

**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:** May 11, 2023

**Date LOI was Published:** May 15, 2023

A copy of the Notice is attached as Attachment 3A

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

- Establish New Health Care Institution
- Addition of a Specialty to an Ambulatory Surgical Treatment Center (ASTC)
- Change in Bed Complement
- Initiation of Health Care Service as Defined in §TCA 68-11-1607(3) Specify: Ambulatory Surgery
- Relocation
- Initiation of MRI Service
- MRI Unit Increase
- Satellite Emergency Department
- Addition of ASTC Specialty
- Initiation of Cardiac Catheterization
- Addition of Therapeutic Catheterization
- Establishment/Initiation of a Non-Residential Substitution Based Opioid Treatment Center
- Linear Accelerator Service
- Positron Emission Tomography (PET) Service

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 (Specify): \_\_\_\_\_
- 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 (Specify): \_\_\_\_\_

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

Nashville Children's Surgery Center, LLC  
Name  
647 Myatt Drive  
Street or Route  
Madison City      Tennessee State      301-494-3000 Phone Number  
37115 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)

See 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.

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

Capital Children's Management, LLC

<b>Name</b> 8977 S. 1300 W #475		
<b>Street or Route</b> West Jordan		<b>County</b> Salt Lake
<b>City</b> None	<b>State</b> UT	<b>Zip</b> 84088
<b>Website Address</b>		

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)

See 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.
- Other (Specify) \_\_\_\_\_

See 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)

See Attachment 10A

**11A. Public Transportation Route**

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

See Attachment 11A

**12A. Plot Plan**

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

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

(Attachment 12A)

See Attachment 12A

**13A. Notification Requirements**

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

Notification Attached                       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                       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.
- Ownership structure
- Service Area
- Existing similar service providers
- Project Cost
- Staffing

See Attachment 1E

### **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
- Quality Standards
- Consumer Advantage
  - Choice
  - Improved access/availability to health care service(s)
  - Affordability

See Attachment 2E

### **3E. Consent Calendar Justification**

Consent Calendar Requested (Attach rationale)

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.

Consent Calendar **NOT** Requested

**4E. PROJECT COST CHART**

A.	Construction and equipment acquired by purchase:	
1.	Architectural and Engineering Fees	<u>50,000.00</u>
2.	Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	<u>50,000.00</u>
3.	Acquisition of Site	<u>                    </u>
4.	Preparation of Site	<u>                    </u>
5.	Total Construction Costs	<u>1,717,391.00</u>
6.	Contingency Fund	<u>145,248.00</u>
7.	Fixed Equipment (Not included in Construction Contract)	<u>80,000.00</u>
8.	Moveable Equipment (List all equipment over \$50,000 as separate attachments)	<u>653,450.00</u>
9.	Other (Specify) _____	<u>                    </u>
B.	Acquisition by gift, donation, or lease:	
1.	Facility (inclusive of building and land)	<u>2,621,241.00</u>
2.	Building only	<u>                    </u>
3.	Land only	<u>                    </u>
4.	Equipment (Specify) _____	<u>                    </u>
5.	Other (Specify) _____	<u>                    </u>
C.	Financing Costs and Fees:	
1.	Interim Financing	<u>                    </u>
2.	Underwriting Costs	<u>16,000.00</u>
3.	Reserve for One Year's Debt Service	<u>                    </u>
4.	Other (Specify) _____	<u>                    </u>
D.	Estimated Project Cost (A+B+C)	<u>5,333,330.00</u>
E.	CON Filing Fee	<u>12,000.00</u>
F.	Total Estimated Project Cost (D+E)	<u>5,345,330.00</u>
	<b>TOTAL</b>	<u>5,345,330.00</u>

4.E Equipment List for Line A8

Anesthesia Machines (3)	210,000
Panoramic X-ray	84,000
Nomad x-ray 7,000 (4)	28,000
X-ray Sensors (6)	54,000
Stryker eye gurneys (6)	144,000
Anesthesia patient monitors (8)	40,000

Real Estate Comparison Value to Lease Cost

The total lease cost during the term of the lease is estimated at \$2,621,241 while the fair market value of the building, in its current condition, is \$2,600,000 (the amount shown in the Purchase Agreement (between unaffiliated parties) attached as a part of Attachment 9A, so the Project Cost Chart has been computed based on the total rent to be paid during the term of the lease

**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 competition 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)
- 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)

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

<b>Unit Type:</b> <input type="checkbox"/> Procedures <input checked="" type="checkbox"/> Cases <input type="checkbox"/> Patients <input type="checkbox"/> Other (Specify): _____		
<b>Service Area Counties</b>	<b>Historical Utilization Most Recent Year (Year= 2022 )</b>	<b>% of Total</b>
Davidson	3,699	89
Rutherford	550	13
Sumner	20	<1
Williamson	0	0
Wilson	0	0
<b>Total</b>	<b>4,249</b>	<b>100%</b>
<b>Unit Type:</b> <input type="checkbox"/> Procedures <input checked="" type="checkbox"/> Cases <input type="checkbox"/> Patients <input type="checkbox"/> Other (Specify): _____		
<b>Service Area Counties</b>	<b>Projected Utilization Year 1 (Year= 2024 )</b>	<b>% of Total</b>
Davidson	5,200	87
Rutherford	650	11
Sumner	70	1
Williamson	50	<1
Wilson	20	<1
<b>Total</b>	<b>5,990</b>	<b>100%</b>



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

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

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

Demographic Variable/Geographic Area	Department of Health/Health Statistics							Census Bureau				TennCare	
	Total Population-Current Year	Total Population-Projected Year	Total Population-% Change	*Target Population-Current Year	Target Population-Project Year	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
County A													
County B, etc.			<b>SEE ATTACHMENT 3N</b>										
Service Area Total													
State of TN Total													

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

Be sure to identify the target population, e.g. Age 65+, the current year and projected year being used. The vast majority (95%) of the target population is children and 85% of those children are anticipated to be TennCare patients.

**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.

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

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

7N.

<u>CON Number</u>	<u>Project Name</u>	<u>Date Approved</u>	<u>Expiration Date</u>

NOT APPLICABLE

- Complete the above chart 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 them.

**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.  
The facility will seek transfer agreements with TriStar Skyline Medical Center (7 miles from the facility), as well as Monroe Carell Jr. Children's Hospital at Vanderbilt miles from the facility and The Children's Hospital at TriStar Centennial.
- 2C.** List all commercial private insurance plans contracted or plan to be contracted by the applicant.  
See Attachment 2C
- 3C.** Describe the effects of competition and/or duplication of the proposal on the health care system, including the impact upon consumer charges and consumer choice of services.  
While the project will add an additional ASTC to the service area, it will be limited to general dentistry and oral surgery procedures, and approximately 95% of the project patients are anticipated to be children. The Facility will benefit consumers by reducing wait times for children's general dentistry and oral surgery procedures especially for TennCare patients.
- 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.  
  
The facility will recruit, train and maintain human resources in accordance with all applicable State and accreditation agency requirements.
- 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.  
  
The facility will be licensed as a single specialty ASTC, limited to general dentistry and oral surgery procedures, in accordance with all applicable licensing, certification and quality assurance requirements.

6C. See INSTRUCTIONS to assist in completing the following tables.

Project Only  
Total Facility

**HISTORICAL DATA CHART**

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

NOT APPLICABLE	Year _____	Year _____	Year _____
A. Utilization Data			
Specify Unit of Measure _____	_____	_____	_____
B. Revenue from Services to Patients			
1. Inpatient Services	\$ _____	\$ _____	\$ _____
2. Outpatient Services	_____	_____	_____
3. Emergency Services	_____	_____	_____
4. Other Operating Revenue (Specify) _____	_____	_____	_____
<b>Gross Operating Revenue</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	\$ _____	\$ _____	\$ _____
2. Provision for Charity Care	_____	_____	_____
3. Provisions for Bad Debt	_____	_____	_____
<b>Total Deductions</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>NET OPERATING REVENUE</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

Project Only  
Total Facility

**PROJECTED DATA CHART**

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

	Year <u>2024</u>	Year <u>2025</u>
A. Utilization Data		
Specify Unit of Measure <u>cases</u>	<u>1,755</u>	<u>2,194</u>
B. Revenue from Services to Patients		
1. Inpatient Services	\$ _____	\$ _____
2. Outpatient Services	<u>2,744,460</u>	<u>3,430,576</u>
3. Emergency Services	_____	_____
4. Other Operating Revenue (Specify) _____	_____	_____
<b>Gross Operating Revenue</b>	<b>\$ <u>2,744,460</u></b>	<b>\$ <u>3,430,576</u></b>
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	\$ <u>472,028</u>	\$ <u>581,034</u>
2. Provision for Charity Care	<u>27,445</u>	<u>34,306</u>
3. Provisions for Bad Debt	<u>27,445</u>	<u>34,306</u>
<b>Total Deductions</b>	<b>\$ <u>526,918</u></b>	<b>\$ <u>649,646</u></b>
<b>NET OPERATING REVENUE</b>	<b>\$ <u>2,217,542</u></b>	<b>\$ <u>2,780,930</u></b>

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 <u>2024</u>	Year Two Year <u>2025</u>	% Change (Current Year to Year 2)
<b>Gross Charge</b> ( <i>Gross Operating Revenue/Utilization Data</i> )			1,564	1,564	0%
<b>Deduction from Revenue</b> ( <i>Total Deductions/Utilization Data</i> )			300	296	<1%
<b>Average Net Charge</b> ( <i>Net Operating Revenue/Utilization Data</i> )			1,264	1,268	<1%

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.

See Attachment 8C.

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).

See Attachment 9C.

10C. 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. 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.

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

Payor Source	Year 1		Year 2	
	Gross Operating Revenue	% of Total	Gross Operating Revenue	% of Total
Medicare/Medicare Managed Care	27,445	1%	34,306	1%
TennCare/Medicaid	2,332,790	85%	2,915,990	85%
Commercial/Other Managed Care	356,780	13%	445,974	13%
Self-Pay	27,445	1%	34,306	1%
Other (Specify) _____				
<b>Total*</b>	<b>2,744,460</b>	<b>100%</b>	<b>3,430,576</b>	<b>100%</b>
Charity Care	27,445		34,306	

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

The facility will participate in TennCare (and Kentucky and Alabama Medicaid, if needed).

**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.

Acknowledged and agreed by the applicant.

**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?
- Does the applicant commit to obtaining and maintaining all applicable state licenses in good standing?
- Does the applicant commit to obtaining and maintaining TennCare and Medicare certification(s), if participation in such programs are indicated in the application?

Acknowledged and agreed by the applicant as to all 3 items.

**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	<ul style="list-style-type: none"> <li>○ Health Facilities Commission/Licensure Division</li> <li>○ Intellectual &amp; Developmental Disabilities</li> <li>○ Mental Health &amp; Substance Abuse Services</li> </ul>	will apply	
Certification	<ul style="list-style-type: none"> <li>○ Medicare</li> <li>○ TennCare/Medicaid</li> <li>○ Other: _____</li> </ul>	Will apply	
Accreditation(s)	Accreditation Association for Ambulatory Health Care	Will apply	

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

The applicant intends to contract with Amerigroup Community Care, Bluecare, TennCare Select and United Healthcare Community Plan.

**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.

Not Applicable

- 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.)

Not Applicable

**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;
- Criminal fines in cases involving a Federal or State health care offense;
- Civil monetary penalties in cases involving a Federal or State health care offense;
- Administrative monetary penalties in cases involving a Federal or State health care offense;
- 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;
- Suspension or termination of participation in Medicare or TennCare/Medicaid programs; and/or
- Is presently subject of/to an investigation, or party in any regulatory or criminal action of which you are aware.

No person or entity described about has been subject to any of the items listed above.

**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.

<b>Position Classification</b>	<b>Existing FTEs (enter year)</b>	<b>Projected FTEs Year 1</b>
<b>A. Direct Patient Care Positions</b>		
<i>RN 1</i>		4
<i>Medical/Dental Assistants</i>		11
<i>Anesthesia Providers</i>		4
<b>Total Direct Patient Care Positions</b>		19

<b>B. Non-Patient Care Positions</b>		
<i>Reception</i>		1
<i>Administrative Position "etc."</i>		2
<b>Total Non-Patient Care Positions</b>		3
<b>Total Employees (A+B)</b>		22
<b>C. Contractual Staff</b>		0
<b>Total Staff (A+B+C)</b>		22

**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 Commission may extend a Certificate of Need for a period upon application and good cause shown, accompanied by a non-refundable reasonable filing fee, as prescribed by rule. A certificate of Need authorization which has been extended shall expire at the end of the extended time period. The decision whether to grant an extension is within the sole discretion of the Commission, and is not subject to review, reconsideration, or appeal.

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

**PROJECT COMPLETION FORECAST CHART**

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

<b>Phase</b>	<b>Days Required</b>	<b>Anticipated Date (Month/Year)</b>
1. Initial HFC Decision Date		July 2023
2. Building Construction Commenced	--	August 2023
3. Construction 100% Complete (Approval for Occupancy)	75	October 2023
4. Issuance of License	120	November 2023
5. Issuance of Service	150	December 2023
6. Final Project Report Form Submitted (Form HR0055)	180	January 2024

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



**AFFIDAVIT**

STATE OF TENNESSEE

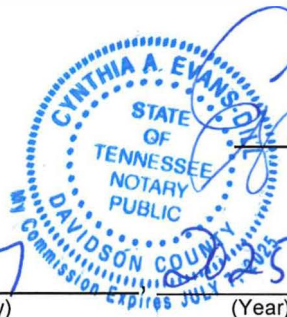
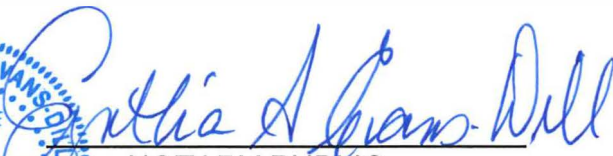
COUNTY OF DAVIDSON

Michael Brent, being first duly sworn, says that he is counsel for the applicant named in this application, and that to the best of his knowledge and belief, based upon information provided by officers of the applicant, this project will be completed in accordance with the application, that the applicant has read the directions to this application, the Rules of the Health Facilities Commission, and TCA §68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Facilities Commission are true and complete.

  
\_\_\_\_\_  
Michael Brent, Attorney

Sworn to and subscribed before me this 31<sup>st</sup> day of May, 2023, a Notary  
(Month) (Year)

Public in and for the County/State of Davidson, Tennessee.

  
  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires July 7 (Month/Day) 2025 (Year).




**AFFIDAVIT**

STATE OF Tennessee

COUNTY OF Davidson

Jeffery Wheeler, being first duly sworn, says that he is the CEO of the applicant named in this application, that this project will be completed in accordance with the application, that the applicant has read the directions to this application, the Rules of the Health Facilities Commission, and TCA §68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Facilities Commission are true and complete.

  
\_\_\_\_\_  
Jeffery Wheeler, CEO

Sworn to and subscribed before me this 31 day of May, 2023, a Notary  
(Month) (Year)

Public in and for the County/State of Tennessee.



  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires July 1, 2025.  
(Month/Day) (Year)

## ATTACHMENTS - Nashville Children's Surgery Center, LLC

Attachment 3A	Proof of Publication
Attachment 7A	Tennessee Secretary of State Certificate of Existence
Attachment 8A	Draft Management Agreement
Attachment 9A	Site Control Documents
	Deed of Current Owner
	Purchase Agreement between Applicant and Current Owner
	Draft Lease Agreement between Applicant and related "PropCo"
	Construction Cost Letter
Attachment 10A	Floor Plan
Attachment 11A	Public Transportation Information
Attachment 12A	Plot Plan
Attachment 1E	Executive Summary
Attachment 2E	Rational for Approval-Summary of Need, Customer Advantage and Quality Standards
Attachment 2N	Service Area Map
Attachment 3N	Demographic Characteristics
Attachment LOS	Letters of Support
Attachment CS	Criteria and Standards

Attachment 3A  
Proof of Publication  
*See attached*

# AFFIDAVIT OF PUBLICATION

0005699149

Newspaper The Tennessean

State of Tennessee

Account Number NAS-534576

Advertiser BRADLEY ARANT BOULT CUMMINGS A

BRADLEY ARANT BOULT CUMMINGS A  
1600 DIVISION ST STE 700  
NASHVILLE, TN  
37203

TEAR SHEET  
ATTACHED

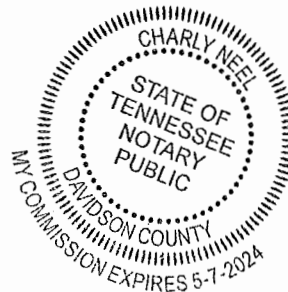
Jackie Cooper Sales Assistant for the above mentioned newspaper,  
hereby certify that the attached advertisement appeared in said newspaper on the following dates:

✓  
05/15/23

Jackie Cooper

Subscribed and sworn to before me this 15 day of May 2023.

Charly Neel  
Notary Public





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Continued from last column

**Public Notices**

0005699179

**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 TriStar Hendersonville Medical Center (Hospital) owned by Hendersonville Hospital Corporation with an ownership type of Corporation and to be Self-Managed intends to file an application for a Certificate of Need for the establishment of a freestanding emergency department ("FSED") in the city of Gallatin in Sumner County, Tennessee. The FSED will consist of approximately 11,900 square feet with 11 exam rooms, including 1 trauma room, a lab, an imaging department, a nurse station, and associated support spaces. The FSED will have two covered entry canopies, one for emergency vehicle access/drop off and one for public drop off. The proposed project will be located on a tract of vacant land that is approximately 2.3 acres in size more or less and is located at the northeast corner of Harris Lane and Green Lea Boulevard in Gallatin, Sumner County, Tennessee, and being part of a larger parcel having Parcel ID Number 125 034.000. The project cost is approximately \$17,000,000, including the value of the land and building to be constructed. The anticipated date of filing the application is on or before June 1, 2023.

The contact person for this project is Justin Coury, CEO of TriStar Hendersonville Medical Center, who may be reached at TriStar Hendersonville Medical Center, 355 New Shackle Island Road, Hendersonville, TN 37075 - 615-338-1100.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for a hearing should be sent to:

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

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.

0005698835

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

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Heart and Soul Hospice, an existing hospice agency licensed to serve Davidson, Robertson, and Rutherford counties owned by Heart and Soul Hospice, LLC with an ownership type of limited liability company and to be managed by itself intends to file an application for a Certificate of Need to expand and initiate the provision of hospice services in the following counties: Sumner, Williamson, and Wilson. The hospice services will be headquartered at the principal office location at 402 BNA Drive, Suite 305, Nashville, TN 37217. The estimated project cost for CON purposes is expected to be less than \$200,000. The anticipated date of filing the application is on or before June 1, 2023.

The contact person for this project is Kim H. Looney, Attorney, who may be reached at 501 Commerce Street, Suite 1500, Nashville, TN 37203, (615) 780-6727.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for a hearing should be sent to:

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

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

**Public Notices**

0005699149

**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 Nashville Children's Surgery Center, LLC, a Tennessee limited liability company owned by NCH Growth Partners, LLC, a Delaware limited liability company, intends to file an application for a Certificate of Need for the establishment of an ambulatory surgical treatment center, and the initiation of ambulatory surgery, in Madison (Davidson County), Tennessee. The proposed facility will be managed by Capital Children's Management, LLC, a Delaware limited liability company which is an affiliate of NCH Growth Partners, LLC.

The proposed facility will have 3 operating rooms, and will be located at 647 Myatt Drive, Madison, Tennessee 37115 (Davidson County). The proposed facility will seek licensure from the Health Facilities Commission Licensure Division as a single-specialty ambulatory surgical treatment center limited to general dentistry and oral surgery. The total project cost is approximated to be \$5,345,330.00. The anticipated date of filing the application is on or before June 1, 2023.

The contact person for this project is Michael D. Brent, who may be reached at Bradley Arant Boult Cummings, LLP, 1600 Division Street, Suite 700, Nashville, Tennessee 37203 (615) 252-2361.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for a hearing should be sent to:

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

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

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SS-4270



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Secretary of State

Division of Business Services  
Department of State  
State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102  
(615) 741-2286

Filing Fee: \$50.00 per member  
(minimum fee = \$300.00, maximum fee = \$3,000.00)

For Office Use Only

**-FILED-**

Control # 001411246

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: Nashville Children's Surgery Center, LLC

(Note: Pursuant to the provisions of T.C.A. §48-249-106, each Limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:

INCORP SERVICES, INC.  
STE 104  
1585 MALLORY LN  
BRENTWOOD, TN 37027-3036  
WILLIAMSON COUNTY

5. Fiscal Year Close Month: December

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:

(none) (Not to exceed 90 days)

7. The Limited Liability Company will be:

Member Managed  Manager Managed  Director Managed

8. Number of Members at the date of filing: 1

9. Period of Duration: Perpetual

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

647 MYATT DR  
MADISON, TN 37115  
DAVIDSON COUNTY

B1367-0234 03/29/2023 7:42 PM Received by Tennessee Secretary of State Tre Hargett





ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

SS-4270



Tre Hargett
Secretary of State

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State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$50.00 per member
(minimum fee = \$300.00, maximum fee = \$3,000.00)

For Office Use Only

-FILED-

Control # 001411246

The name of the Limited Liability Company is: Nashville Children's Surgery Center, LLC

11. The complete mailing address of the entity (if different from the principal office) is:
1220 CARAWAY CT SUITE 1050
UPPER MARLBORO, MD 20774

12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.)

I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennessee Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. §67-4-2004. The business is disregarded as an entity for federal income tax purposes.

13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.)

I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders.
Licensed Profession:

14. Series LLC (optional)

I certify that this entity meets the requirements of T.C.A. §48-249-309(a) & (b)

15. Obligated Member Entity (list of obligated members and signatures must be attached)

This entity will be registered as an Obligated Member Entity (OME) Effective Date: (none)
I understand that by statute: THE EXECUTION AND FILING OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS AND LIABILITIES OF THE LIMITED LIABILITY COMPANY TO THE SAME EXTENT AS A GENERAL PARTNER OF A GENERAL PARTNERSHIP. CONSULT YOUR ATTORNEY.

16. This entity is prohibited from doing business in Tennessee:

This entity, while being formed under Tennessee law, is prohibited from engaging in business in Tennessee.

17. Other Provisions:

Electronic
Signature

Amanda Morehouse
Printed Name

Organizer

Title/Signer's Capacity

Mar 29, 2023 7:42PM

Date

## ATTACHMENT 8A

### INTER COMPANY SERVICES AGREEMENT

This Inter Company Services Agreement ("Agreement") is entered into on May 30, 2023 (the Commencement Date") by and between New Core Healthcare, LLC ("NCH") and Nashville Children's Surgery Center, LLC ("Facility").

WHEREAS, NCH is a healthcare services holding company that provides corporate leadership, HR, legal services, procurement, marketing, IT, patient scheduling, and other services; and

WHEREAS, Facility desires to engage NCH to provide certain services to Facility, including billing services for Facility and any dental practices or anesthesia practices affiliated with Facility.

NOW, THEREFORE, the parties agree as follows:

1. SERVICES. NCH shall provide the following services to Facility:
  - a. Management Services:
    1. Corporate leadership
    2. HR services
    3. Legal services
    4. Procurement services
    5. Marketing services
    6. IT services
    7. Patient scheduling services
    8. Financial planning and analysis
    9. Other services as agreed upon by the parties
  - b. Revenue Cycle Management:
    1. Billing and collection services (including insurance and patient collections) for Facility and any dental or anesthesia practice affiliated with Facility
2. COST. NCH shall provide the Management Services at cost, and shall charge 5% of net collections for Revenue Cycle Management Services, (collectively the "Fees").
  - a. Costs for corporate services will be allocated among ASCs that NCH serves using the following formula: each facility will receive 2 base points plus 1 point for each Operating Room (OR) that is operational. A facility's share of corporate expenses will be equal to its points divided by the total points for all facilities.
  - b. Net collections is defined as gross collections less transaction fees (such as Care Credit, credit card fees, or similar fees), patient refunds and other reasonable reductions in collections (including write-offs) to calculate the cash amounts actually collected by NCH on behalf of Facility.
3. PAYMENT. Facility shall begin paying the Fees once Facility receives its occupancy permit. Payment shall be remitted from Facility to NCH not less than quarterly.



4. TERM. This Agreement shall commence on the Commencement Date and shall be in force for one year. This Agreement will automatically renew in successive 1-year terms unless terminated by either party upon written notice to the other party. This Agreement can be terminated by either party with 30 days' notice for any reason or no reason at all.
  
5. CONFIDENTIALITY. The parties acknowledge that they may disclose certain confidential information to each other in connection with this Agreement. Each party shall keep all such information confidential and shall not disclose it to any third party without the prior written consent of the other party.
  - a. The Parties shall enter into a Business Associates Agreement pursuant to HIPAA and local privacy regulations.
  
6. INTELLECTUAL PROPERTY. All intellectual property developed by NCH in connection with this Agreement shall be the sole property of NCH.
  
7. INDEMNIFICATION. Each party shall indemnify and hold harmless the other party, its directors, officers, employees and agents from any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from any breach of this Agreement by the indemnifying party.
  
8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions.
  
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and negotiations, whether written or oral.

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

NEW CORE HEALTHCARE, LLC

By: \_\_\_\_\_  
Name: Jeff Wheeler  
Title: CEO

Nashville Children's Surgery Center, LLC

By: \_\_\_\_\_  
Name: Kyle Welch  
Title: President

**Exhibit A**  
**Business Associates Agreement**

This Business Associates Agreement (“Agreement”) is entered into by and between New Core Healthcare, LLC (“NCH”) and Nashville Children’s Surgery Center, LLC (“Covered Entity”), collectively referred to as “the Parties” and each referred to individually as a “Party.”

WHEREAS, Covered Entity is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, and the regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”) and the Security Standards for the Protection of Electronic Protected Health Information (the “Security Rule”); and

WHEREAS, NCH provides certain services to Covered Entity that require access to, use of, or disclosure of Protected Health Information (“PHI”) as defined by HIPAA; and

WHEREAS, the Parties desire to enter into this Agreement to ensure compliance with HIPAA and its regulations.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. The terms used in this Agreement and not otherwise defined herein shall have the same meaning as those terms in HIPAA and its regulations.
2. Permitted Uses and Disclosures. NCH may use or disclose PHI only as necessary to perform its services for Covered Entity as specified in the Service Agreement between the Parties. NCH agrees to use reasonable and appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement.
3. Safeguards. NCH agrees to implement reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI as required by HIPAA and its regulations. NCH shall promptly notify Covered Entity of any security incident involving PHI.
4. Reporting. NCH shall promptly report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, including any breach of unsecured PHI as required by HIPAA and its regulations.
5. Subcontractors. NCH agrees to ensure that any subcontractors or agents that receive PHI from NCH will agree in writing to the same restrictions and conditions that apply to NCH under this Agreement.
6. Access to PHI. NCH agrees to make PHI available to Covered Entity as necessary to permit Covered Entity to comply with its obligations under HIPAA and its regulations, including providing access to PHI to individuals as required by the Privacy Rule.
7. Accounting for Disclosures. NCH agrees to make available to Covered Entity information necessary to provide an accounting of disclosures of PHI as required by the Privacy Rule.
8. Term and Termination. This Agreement shall remain in effect until all PHI provided by Covered Entity to NCH has been destroyed or returned to Covered Entity, or until

termination of the Service Agreement, whichever is later. Either Party may terminate this Agreement for any reason upon written notice to the other Party.

9. Survival. The obligations of the Parties under Sections 3, 4, 5, 6, 7, 8, and 10 of this Agreement shall survive termination of this Agreement.
10. Miscellaneous. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations and agreements between the Parties regarding the subject matter of this Agreement. This Agreement may not be modified except in writing signed by both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth below.

New Core Healthcare, LLC

By: \_\_\_\_\_  
Name: Jeff Wheeler  
Title: CEO

Nashville Children's Surgery Center, LLC

By: \_\_\_\_\_  
Name: Kyle Welch  
Title: President

<u>Address New Owner:</u>	<u>Send Tax Bills to:</u>	<u>Map-Parcel Nos.</u>
647 Myatt Drive Healthcare, LLC Attn: Bond E. Oman 2932 Foster Creighton Drive Nashville, TN 37204	Same	03406002600 03406002700
Return to and prepared by: Bradley Arant Boult Cummings LLP (SKL) 1600 Division Street, Suite 700, Nashville, Tennessee 37203		

**SPECIAL WARRANTY DEED**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, **RIVERGATE SURGICAL ASSOCIATES**, a Tennessee general partnership ("**Grantor**"), has bargained and sold, and hereby transfers and conveys to **647 MYATT DRIVE HEALTHCARE, LLC**, a Tennessee limited liability company ("**Grantee**"), its successors, and assigns, certain real property in Davidson County, Tennessee, being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

TO HAVE AND TO HOLD the Property, together with the improvements thereupon and all appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever.

Grantor does covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered except for those exceptions included on Exhibit B, attached hereto and incorporated herein by reference. And Grantor does further covenant and bind itself, its successors and assigns to warrant specially and forever defend the title to the Property to the Grantee its successors and assigns, against the lawful claims of all persons claiming through or under the Grantor, but not further or otherwise.

**This is improved property known as 647 and 651 Myatt Drive, Nashville, Davidson County, Tennessee.**

Davidson County	DEEDWARRSP
Recvd: 08/24/17 11:44	7 pgs
Fees:38.00 Taxes:5550.00	
<b>20170824-0087100</b>	

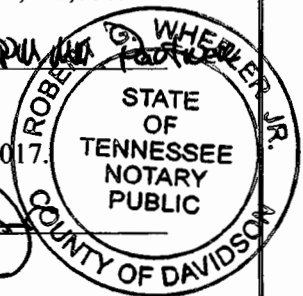
STATE OF TENNESSEE     )  
COUNTY OF DAVIDSON    )

The actual consideration or value for this transfer, whichever is greater, is \$1,500,000.00.

*William P. Wheeler*  
Affiant

Subscribed and sworn to before me this 22nd day of August, 2017.

*Robert S. Wheeler*  
Notary Public  
My Commission Expires: \_\_\_\_\_



My Comm. Expires Sept. 25, 2019

[Signature page to Special Warranty Deed]

Executed this 22nd day of August, 2017.

**RIVERGATE SURGICAL ASSOCIATES,**  
a Tennessee general partnership

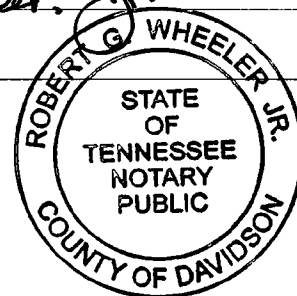
By: William F. Lambert, Partner  
William F. Lambert, Partner

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Before me, Robert G. Wheeler, Jr., a Notary Public of the State and County aforesaid, personally appeared William F. Lambert, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Partner of Rivergate Surgical Associates, a Tennessee general partnership, the within named bargainer, and that he as such Partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such Partner.

WITNESS my hand, at office, in Nashville, Tennessee, this 22nd day of August, 2017.

Robert G. Wheeler, Jr.  
Notary Public  
My Commission Expires: \_\_\_\_\_



My Comm. Expires Sept. 25, 2019

{AFFIX NOTARY STAMP/SEAL ABOVE}

**EXHIBIT "A"**

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, described as follows:

PARCEL 1:

TRACT I:

Beginning at an iron pin in the Easterly margin of Edgefield Junction Road, being an old railroad right-of-way, said point being the Southwest corner of a one-acre tract conveyed to Bedford Fite by deed of record in Book 583, page 42, Register's Office for said County; thence along what was Fite's Southerly line, North 48 deg. 50' East 313.5 feet to a point, a corner of what is known as the Spring Lot in the line of an old wall; thence along said wall South 28 deg. 05' East 164.5 feet to a corner of the land conveyed to Willie Boaz by deed of record in Book 347, page 401, said Register's Office; thence along what was formerly Boaz's Northerly line, and along a fence, South 51 deg. 11' West 266 feet to an iron pin the Easterly margin of said roadway; thence with the margin of Edgefield Junction Road, North 45 deg. West 148.3 feet to the beginning, according to a survey by Harvey Gee, dated November 30, 1951.

TRACT II:

Beginning at a point in a rock wall, which is North 48 deg. 50' East 142 feet from the Northeast corner of Tract No. 1, hereinabove described, said point also being the Northeast corner of what was known as the "Spring Lot," and in the line of an old rock wall; thence North 48 deg. 50' East 19 feet to the center line of a branch; thence down said branch, South 37 deg. 38' East 145 feet to a point, and continuing with said branch South 7 deg. 56' West 185 feet to a point in the Easterly line of said Spring Lot, at a point in said old wall above mentioned; thence with the line of old wall, North 51 deg. 10' West 297 feet to the beginning, according to a survey by Harvey Gee, dated November 30, 1951.

Together with the right-of-way granted S. Walter Boaz by Elizabeth Draine, across the "Spring Lot" which lies between the two above described tracts, as conveyed to the said Boaz by deed of record in Book 509, page 308, said Register's Office.

TRACT III:

Being a tract or parcel of land in the 10th Civil District of said County, known in the locality as the "Spring Lot" and described as follows:

Bounded on the North by the lands of B. Fite, on the East by lands of M. S. Poteat and Grizzard, on the West by the lands of M. S. Poteat and Boaz, and on the South by the property formerly owned by E. Draine and known as the "Home Tract."

BEING the same property conveyed to Rivergate Surgical Associates, a Tennessee general partnership, and Timothy Arney, by Deeds of record in Book 6390, Page 246; Instrument No. 200305310073646; Instrument No. 200408200100741; Instrument No. 200601180006545, and Instrument No. 200605040051717, Register's Office for Davidson County, Tennessee, and further of record as Instrument No. 20170824-0087099, said Register's Office.

PARCEL 2:

Land in Davidson Comity, Tennessee, near Edgefield Junction, in the 10th Civil District, and described according to a certain survey by Hart-Freeland-Roberts, Inc., Job No. 4234 dated September 26, 1973, as follows:

BEGINNING at a point on the Northeasterly margin of Edgefield Junction Road, said point being 551 feet, more or less, Southeasterly from the centerline of Spring Branch Road; running thence N 54° 45' E 499.69 feet to a point in the centerline of a creek, thence along said creek S 36° 50' E 103.35 feet to a point; thence S 52° 56' W 492.38 feet to a point on the North-Easterly margin of Edgefield Junction Road; thence along said Northeasterly margin N 40° 15' W 119.40 feet to the beginning containing 1.266 acres, more or less.

BEING the same property conveyed to Rivergate Surgical Associates, a Tennessee general partnership, and William Goodman, by Deeds of record in Book 6390, Page 238; Instrument No. 200305310073645; and Instrument No. 200407010078482, Register's Office for Davidson County, Tennessee.

PARCELS 1 and 2 are also described according to a survey prepared by G. Scott Carter, RLS No. 2391, for Clint T. Elliott, dated July 6, 2017, last revised July 10, 2017, as Project No. 647 651, as follows:

Being a tract of land lying in Nashville, Davidson County, Tennessee and being more particularly described as follows:

Beginning at an iron rod set on the northeasterly right-of-way line of Myatt Drive, 85 feet in width, at a corner common with Lot 1 on the Resubdivision of Lot 1, Crestwood Suites of record in Instrument Number 20040309-0026542 in the Register's Office for Davidson County, Tennessee;

Thence leaving the northeasterly right-of-way line of Myatt Drive with the southerly line of said Lot 1, North 54 deg 45 min 37 sec East, passing an iron rod at 479.69 feet, 499.69 feet total to a point at the center of Spring Branch, aka Grizzard Branch, said point also being the southwesterly line of the property conveyed to Spring Branch, LLC of record in Instrument Number 20001205-0119163 in the Register's Office for Davidson County, Tennessee;

Thence with the westerly line of Spring Branch, LLC along the center of Spring Branch for the following calls:

South 34 deg 01 min 48 sec East, 143.78 feet to a point  
South 15 deg 33 min 56 sec East, 172.45 feet to a point  
South 17 deg 38 min 57 sec West, 101.81 feet to a point  
South 19 deg 06 min 36 sec East, 78.99 feet to a point  
South 58 deg 56 min 20 sec East, 98.36 feet to a point at a corner common with the property conveyed to The Richard H. Watts Family Partnership of record in Instrument Number 20071017-01123333 in the Register's Office for Davidson County, Tennessee;

Thence leaving the center of Spring Branch with the northeasterly line of said Watts Family Partnership South 78 deg 04 min 15 sec West, passing an iron rod set at 20.00 feet, 125.33 feet total

to an existing iron rod at a corner common with the property conveyed to Trilen, LLC of record in Instrument Number 20061221-0157176 in the Register's Office for Davidson County, Tennessee;

Thence with the southeasterly property line of said TriLen, LLC, North 24 deg 45 min 45 sec West, 227.68 feet to an existing iron rod;

Thence with the northwesterly line of TriLen, South 55 deg 20 min 39 sec West, 279.78 feet to an existing iron rod on the northeasterly right-of-way line of Myatt Drive;

Thence with the northeasterly right-of-way line of Myatt Drive for the following calls:

with a curve to the left having a radius of 1472.40 feet, a curve length of 78.31 feet and a chord bearing and distance of North 39 deg 53 min 30 sec West, 78.30 feet to a point;

North 40 deg 05 min 05 sec West, 179.77 feet to the point of beginning; containing 148,427 square feet or 3.407 acres more or less.




## **EXHIBIT "B"**

### **PERMITTED EXCEPTIONS**

1. Davidson County real property taxes for the year 2017, which have been prorated between the parties and assumed by Grantee.
2. Right of way easement contained in deed of record in Book 509, page 308, in the Register's Office of Davidson County, Tennessee.
3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from M.S. Poteat to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4224, page 212, in the Register's Office of Davidson County, Tennessee.
4. Northridge Surgery Center, L.P., a Tennessee limited partnership, as tenant only, without purchase option or right of first refusal, pursuant to that Lease Agreement dated as of May 13, 2011.
5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from Issac Fite, Sr. and Stella Fite to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4224, page 215, in the Register's Office of Davidson County, Tennessee.
6. Easement for the flow of the waters of the Spring Branch a/k/a Grizzard Branch river (or creek), and the rights of the public therein.
7. Rights of upper and lower riparian owners to the flow of the waters of the Spring Branch a/k/a Grizzard Branch river (or creek), free from diminution or pollution.
8. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Spring Branch a/k/a Grizzard Branch river (or creek).
9. All matters shown on the ALTA / NSPS Land Title Survey by G. Scott Carter, TN RLS No. 2391 with Clint T. Elliott dated July 10, 2017 and designated as Job No. V-1.00, showing the following matters:
  - Overhead electric lines crossing the northwesterly portion of Parcel 1, Tract I of the Land

## True Copy Certification

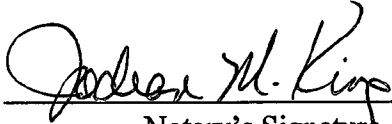
I, Jay H. Smith, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

  
Signature

State of Tennessee

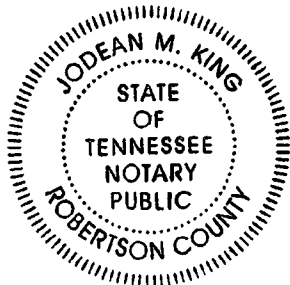
County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

  
Notary's Signature

My Commission Expires: 6/21/2021

Notary Seal:



**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (the "Agreement") is made and entered into as of the Effective Date (as defined in Section 16 below) by and between **647 MYATT DRIVE HEALTHCARE, LLC**, a Tennessee limited liability company (herein called "Seller"), and **NEW CORE HEALTHCARE, LLC**, a Delaware limited liability company, or their permitted assigns (herein, collectively, called "Buyer").

1. Agreement for Sale. In consideration of the sum of \$10.00 and other good and valuable consideration paid by Buyer, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell to Buyer land located at 647 Myatt Drive in Madison, Tennessee, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with (a) Seller's right, title and interest in and to all improvements, fixtures and personal property located on the Land (the "Improvements," and together with the Land, the "Property"), and (b) all rights, privileges and easements and appurtenances thereto, including all of Seller's right, title, and interest in and to adjacent streets, alleys, rights-of-way, and any adjacent strips or gores of real estate to said Land.

2. Earnest Money. Within ten (10) business days after the Effective Date, Buyer shall pay to First American Title Insurance Company, National Commercial Services in Nashville, Tennessee, Attn: Susan Felts (the "Escrow Agent") the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Earnest Money"). The Earnest Money shall be held in a non-interest bearing account at a financial institution in which deposits are insured by the FDIC and disbursed in accordance with this Agreement. A portion of the Earnest Money in the amount of One Hundred and No/100 Dollars (\$100.00) (the "Independent Agreement Consideration") shall be non-refundable to Buyer and shall be distributed to Seller upon any termination of this Agreement as payment and independent consideration of Seller's granting to Buyer a unilateral right to terminate this Agreement in accordance with Section 6(c) below.

3. Purchase Price. The purchase price for the Property shall be Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00) (the "Purchase Price"), payable in cash at Closing, less the Earnest Money and subject to all adjustments and cost allocations provided herein.

4. Title/Survey.

(a) Buyer shall order a title commitment from Escrow Agent (in its role as underwriter, Escrow Agent is sometimes referred to herein as the "Title Company") within five (5) business days of the Effective Date (the "Title Commitment") and shall provide a copy to Seller upon receipt. Copies of all recorded instruments affecting the Property and cited as exceptions in the Title Commitment shall be delivered to Buyer when received from the Title Company (excluding any (i) documents securing Seller's financing to be released in connection with the Closing, and (ii) documents evidencing a general exception for prior mineral conveyances and reservations unless provided by the Title Company). Seller has delivered to Buyer a copy of Seller's existing survey of the Property and Buyer may obtain an updated survey (the "Survey") at its expense. If Buyer, in its sole discretion, finds any matters set forth in the Title Commitment or Survey to be objectionable ("Objectionable Exceptions"), Buyer shall, within thirty (30) days after the Effective Date (the "Objection Deadline"), give written notice to Seller setting forth the Objectionable Exceptions and include a copy of the Title Commitment and Survey (if available). If Seller elects to satisfy any one or more such Objectionable Exceptions, Seller shall have five (5) days to notify Buyer ("Seller's Response Period"). If

Seller does not deliver any notice within Seller's Response Period regarding its intent to cure any of the Objectionable Exceptions, Seller shall be deemed to have elected not to cure any Objectionable Exceptions. If Buyer fails to give Seller written notice of any Objectionable Exceptions prior to the Objection Deadline, then Buyer shall be deemed to have accepted all title exceptions that are reported in the Title Commitment and items set forth on the Survey, except as it relates to the Mandatory Cure Items (defined below) which Seller is obligated to cure. If Buyer does give such notice, and Seller elects, or is deemed to have elected, not to satisfy or cure any one or more of the Objection Exceptions, Buyer shall either (1) terminate this Agreement on or before the earlier to occur of (x) five (5) days after Seller notifies Buyer of its election not to cure the Objection Exception, (y) five (5) days after the expiration of the Seller's Response Period, and (z) the expiration of the Inspection Period ("Buyer's Response Period"), in which event the Earnest Money shall be promptly returned to Buyer, and Seller and Buyer shall have no further rights or obligations under or with respect to this Agreement other than those which expressly survive the termination of this Agreement; or (2) be deemed to have waived its Objectionable Exceptions (except those Seller has agreed to cure and the Mandatory Cure Items, defined below) and accepted all title exceptions reported in the Title Commitment and items as shown on the Survey (if applicable). If Buyer fails to give notice of its election as to options 1 and 2 described in the immediately preceding sentence within Buyer's Response Period, then Buyer shall be deemed to have selected option 2 in which event all those Buyer's Title Objections which Seller has not agreed, in writing, to cure and remove of record or the Mandatory Cure Items (defined below) shall be deemed "Permitted Exceptions."

(b) Notwithstanding anything in Section 4(a) of this Agreement to the contrary, Seller shall, at or prior to the Closing, pay and discharge all mortgages and other security instruments encumbering the Property or any portion thereof, to the extent entered into or assumed by Seller in writing, and shall pay or discharge (or bond against in a manner sufficient to remove the same as an encumbrance against the Property and cause the Title Company to insure over such items) any and all delinquent taxes, construction or mechanic's liens for work undertaken by Seller or on Seller's behalf (collectively, the "Mandatory Cure Items").

5. Representations and Warranties.

(a) Seller represents and warrants to Buyer, as of the Effective Date, that: (i) Seller has not entered into any leases and there are no parties in possession at the Property; (ii) Seller has the right, power and authority to enter into this Agreement and sell the Property to Buyer without joinder or consent by any other person; (iii) this Agreement constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms, subject to (x) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (y) the exercise of judicial discretion in accordance with general principles of equity; (iv) there is no pending condemnation or similar proceeding affecting the Property or any part thereof, and Seller has received no written notice and Seller does not have any knowledge that any such proceeding is pending or contemplated; (v) to Seller's knowledge, there is no litigation pending or threatened, against or relating to Seller or the Property and Seller has received no written notice that any such proceeding is pending or threatened; (vi) Seller has not received any written notice from a governmental authority of any violation of any laws, including Environmental Laws, applicable to the Property that has not been corrected; and (vii) Seller has received no written notice that Hazardous Substances (defined below) have been, or are being used, generated, stored, disposed of, released or found on the Property (the foregoing being referred to herein as the "Seller's Warranties"). As used herein, the term "knowledge" shall mean the current actual knowledge of Buyer's manager, Bond E. Oman, without inquiry or investigation. For purposes of this Agreement, "Hazardous Substances" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, materials, pollutants, contaminants or waste or related materials, including any substances, materials, items or waste defined as or included in the definition of the terms "hazardous

substances," "hazardous wastes," "infectious wastes" or "toxic substances" now or subsequently regulated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendments and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), or any other federal, state or local law, legislation or ordinances applicable to the Property. As used herein, the term "Environmental Laws" shall mean all federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances and regulations issued by any governmental authority and in effect as of the date of this Agreement with respect to or which otherwise pertain to or affect the Property, or any portion thereof, the use, ownership, occupancy or operation of the Property, or any portion thereof, or any owner of the Property, and as same have been amended, modified or supplemented from time to time, including but not limited to CERCLA, the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), RCRA, the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), SARA, comparable state and local laws, and any and all rules and regulations which have become effective during the term of this Agreement under any and all of the aforementioned laws.

(b) Buyer represents and warrants to Seller that Buyer has full right, power and authority to execute, deliver and perform this Agreement without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement. Buyer is not acting, directly or, to Buyer's knowledge, indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in this Transaction, directly or, to Buyer's knowledge, indirectly, on behalf of, or instigating or facilitating this Transaction, directly or, to Buyer's knowledge, indirectly, on behalf of, any such person, group, entity or nation.

(c) To the extent that Buyer has actual knowledge that any of the Seller's Warranties are untrue or incorrect in any respect prior to the expiration of the Inspection Period, such representations and warranties shall be deemed modified to reflect Buyer's actual knowledge.

(d) The representations and warranties of Seller and Buyer contained in this Agreement shall be true and accurate in all material respects as of the Effective Date and shall be deemed to be made again at and as of Closing. The warranties and representations set forth in this Section 5 shall survive the Closing for a period of six (6) months and not merge with the Deed. Claim for breach of such representations and warranties shall be deemed waived if legal action is not commenced by either party within such six (6) month period. If any of the Seller's Warranties is not true in any material respect when made, Buyer may consider such material misrepresentation to be a default under this Agreement, entitling Buyer to pursue the remedies set forth in Section 11(a) unless such default is cured by Seller within the time periods set forth therein. Notwithstanding anything to the contrary contained herein, if any of the Seller's Warranties were true as of the Effective Date, but is not true in any material respect as of the Closing for any reason other than the intentional breach of this Agreement by Seller, then Buyer shall not be entitled to consider the untruth of the representation or warranty as a breach or default under this Agreement, but instead Buyer may, as its sole and exclusive remedy, either terminate this Agreement

by giving written notice to Seller, in which case the Earnest Money and any Extension Fee actually paid shall be refunded to Buyer, following which the parties shall have no further rights or obligations under this Agreement, or proceed with the Closing, in which case such representations and warranties shall be deemed waived by Buyer; provided (i) Buyer shall not have the right to terminate this Agreement pursuant to this Section 5(a) as a result of any casualty or condemnation affecting the Property (unless Seller misrepresented such matter as of the Effective Date), it being agreed that Section 9 shall govern when Buyer may terminate this Agreement as a result of the same, and (ii) Buyer shall not have the right to terminate this Agreement pursuant to this Section 5(a) as a result of any matter discovered by Buyer during the Inspection Period or disclosed in the Submission Items delivered to Buyer, it being agreed that Section 6 shall govern when Buyer may terminate this Agreement as a result of the same. Notwithstanding the foregoing, if the Closing occurs, Buyer hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity, under this Agreement or otherwise to make a claim against Seller for damages that Buyer may incur, or to rescind this Agreement and the transaction, as the result of any of Seller's representations or warranties being untrue, inaccurate or incorrect if Buyer had knowledge that such representation or warranty was untrue, inaccurate or incorrect at the time of the Closing but Buyer nevertheless closed the transaction contemplated hereby.

6. Inspection Period.

(a) As used herein, the term "Inspection Period" shall mean the period from the Effective Date until 6:00 p.m. Central Time (Nashville) on the date that is forty-five (45) days after the Effective Date. Buyer shall have the right to extend the Inspection Period for up to one (1) period of thirty (30) days (the "Extension Option") in the event that (i) any environmental study, geotechnical testing or soil or groundwater testing reveals the presence of any contaminants or unnatural soils, or (ii) Buyer orders an appraisal of the Property within fifteen (15) business days after the Effective Date and has not received the results of the appraisal by the date that is forty five (45) days after the Effective Date. To exercise the Extension Option, Buyer shall deliver written notice to Seller prior to the date the Inspection Period is scheduled to expire and simultaneously deposit with Escrow Agent the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (being referred to herein as the "Extension Fee"), which amount shall be non-applicable to the Purchase Price and non-refundable to Buyer and paid to Seller if this Agreement is terminated for any reason, except that the Extension Fee shall be refunded to Buyer if this Agreement is terminated under Section 11 as a result of an uncured default by Seller. The term "Inspection Period" shall mean the Inspection Period plus the extension exercised by Buyer as set forth above.

(b) Seller shall deliver to Buyer those due diligence items listed on Addendum A attached hereto, in electronic form if available, within two (2) business days of the Effective Date.

(c) During the Inspection Period and until Closing, Buyer shall have the right to obtain an appraisal of the Property and go upon the Property through Buyer's personnel, agents, engineers and contractors, as needed or desired to inspect, examine, survey or otherwise do whatever Buyer deems necessary by way of inspection, engineering and planning for the investment in or development of the Property, including conducting environment examinations (collectively, the "Property Condition Reports") to determine whether any adverse conditions or concerns exist with respect to the Property; provided, that no invasive testing may be undertaken without Seller's prior written consent and specific approval of the scope of all proposed work, which shall not be unreasonably withheld, conditioned, or delayed. Seller shall in good faith (at no cost to Seller) cooperate with Buyer in its performance of such inspections and investigations. All inspections shall be coordinated with Seller at least 24 hours in advance. Prior to any entry upon the Property, Buyer shall provide to Seller evidence that Buyer and parties who will enter upon the Property on behalf of Buyer maintain at least \$1,000,000 of commercial

general liability insurance, together with evidence that Seller is covered under all such liability policies, either by endorsement or by the terms of the policy. Buyer shall indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses (including reasonable attorneys' fees), losses and liabilities for damage to property or personal or bodily injury arising from or attributable to entry by Buyer, its agents, contractors or representatives pursuant to this Section 5(d) (including, without limitation, any rights or claims of materialmen or mechanics liens on the Property, but excluding any liability resulting from the mere discovery of any pre-existing conditions at the Property). This agreement to indemnify Seller shall survive the Closing and any termination of this Agreement.

(d) If Buyer elects, in Buyer's sole discretion not to proceed with this transaction, then Buyer may deliver to Seller and Escrow Agent written notice of termination at any time prior to prior to the expiration of the Inspection Period (the "Termination Notice"). In the event Buyer timely delivers a Termination Notice, Escrow Agent shall be authorized to promptly (i) return the Earnest Money to Buyer, without the prior consent from Seller, after deducting the Independent Agreement Consideration, which shall be paid to Seller), and (ii) pay the Extension Fee (if paid) to Seller, and, thereafter, neither party hereto shall have any further rights, liabilities or obligations hereunder except those that expressly survive a termination of this Agreement.

(e) If Buyer does not timely deliver the Termination Notice or Buyer otherwise notifies Seller in writing that Buyer has waived the termination right provided in this Section 5(d), (i) Buyer will be deemed to have approved the Property, and (ii) the Earnest Money shall become non-refundable except as provided in this Agreement, but be applicable to the Purchase Price at Closing.

(f) Buyer may elect at any time prior to the Closing Date to waive the remaining Inspection Period and proceed with Closing with written notice to Seller.

## 7. Closing.

(a) Subject to the terms of this Agreement, this transaction shall be closed within thirty (30) days following the expiration of the Inspection Period, unless the parties agree in writing to an earlier date (the "Closing Date"). Closing shall be held through the escrow services of the Title Company, and the parties shall provide to the Title Company or to each other all documents and instructions that may be reasonably and customarily required to consummate the escrow closing on or before the Closing Date (the "Closing").

(b) Assessments (general and special, public and private) and real property taxes (collectively, "Property Taxes") levied against the Property for the year in which the Closing takes place shall be prorated between the parties and paid at Closing, and Seller shall also pay any unpaid Property Taxes levied against the Property that are attributable to prior years at such time. If any Property Tax to be paid under this section cannot be paid at Closing, Buyer shall receive a credit against the Purchase Price equal to Seller's share thereof, and Buyer shall thereafter be responsible for paying the same. If the amount of any Property Tax is not known with certainty as of the Closing, the same shall be estimated based on the prior year billing, with adjustment between the parties as soon as reasonably possible. The provisions of this section shall survive the Closing.

(c) Any service contracts or third-party agreements providing services to the Property, including utilities, which Buyer does not elect to maintain, shall be terminated by Seller before or as of the date of Closing. Seller and Buyer shall prorate, as of the Closing Date, any other items, such as utility charges, that are customarily prorated upon a closing on property in Davidson County, Tennessee.

(d) The conveyance of the Property and Seller's rights to easements and appurtenances thereto shall be by Special Warranty Deed, subject to easements, restrictions and other matters of record (the "Deed"). Seller shall also execute and deliver to Buyer (i) a Quitclaim Bill of Sale as to any personal property owned by Seller and located at the Property (without warranty) (the "Bill of Sale"); (ii) an ALTA affidavit in the form reasonably required by the Title Company and approved by Seller; and (iii) all other documents as may be reasonably required by the Title Company to close this transaction consistent with the Seller's obligations under this Agreement. Buyer shall execute and deliver all funds necessary to close and such other documents as the Escrow Agent shall reasonably require.

(e) It shall be a condition to Buyer's obligation to close hereunder that at the Closing the Title Company delivers a revised copy of the Title Commitment to Buyer that has been downdated to Closing, contains no new exceptions or exclusions, and unconditionally commits to issue the Owner's Title Policy to Buyer, subject to Buyer paying the premium costs therefor and the recording of the Deed at Closing.

(f) Upon the completion of the Closing, Seller shall deliver exclusive possession of the Property to Buyer free and clear of all parties in possession, subject to the Permitted Exceptions.

8. Operation of Property Prior to Closing.

(a) Seller will use commercially reasonable efforts to keep the Property in good condition, reasonable wear and tear and damage by casualty and condemnation excepted.

(b) Following the Effective Date, Seller shall not execute any deeds, leases, declarations, preferences, conditions, restrictions, zoning applications, covenants, easements, or rights-of-way affecting the Property or otherwise convey or encumber or permit any encumbrance upon the Property or any interest therein, without the prior written consent of Buyer, which may be withheld in Buyer's reasonable discretion.

9. Casualty and Condemnation.

(a) The risk of loss of or damage to the Property by reason of any insured or uninsured casualty up to and including the Closing Date shall be borne by Seller. In the event of any "material damage", as hereinafter defined, to the Property, occurring prior to the Closing Date, Buyer may, in its sole discretion and at its option, by sending notice to Seller within ten (10) days after Buyer is notified by Seller in writing of such material damage:

(i) Terminate this Agreement in which event the Earnest Money shall be returned to Buyer and the Extension Fee (if paid) shall be released to Seller; or

(ii) Proceed to Closing and receive any insurance proceeds due Seller as a result of such damage or destruction (including, if transferable and payable after Closing, any proceeds of rent loss insurance applicable to the period from and after the Closing Date and excluding any rent loss insurance payable with respect to the period prior to Closing), less costs expended by Seller to restore the Property prior to Closing, together with the amount of any deductible with respect to such insurance proceeds or, if such proceeds are not paid by the Closing Date, Seller shall execute an assignment to Buyer, in form and content reasonably acceptable to Buyer and if necessary the insurance company, of the right to receive any such insurance proceeds and shall pay Buyer the amount of any deductible with respect to such insurance proceeds at Closing.



(b) The risk of condemnation loss to the Property shall remain upon Seller up to and including the Closing Date. If any portion of the Property shall be condemned or become the subject of any pending condemnation action, Seller shall promptly notify Buyer after Seller actually obtains knowledge thereof. If the condemnation will not affect a material portion of the Property, access to the Property, or its income stream, each as reasonably determined by Buyer, this Agreement shall remain in full force and effect, regardless of such condemnation. If the condemnation will affect a material portion of the Property, access to the Property, or its income stream, Buyer may either, in its sole discretion and at its option by sending notice to Seller within ten (10) days after Buyer is notified by Seller in writing of such condemnation:

(i) terminate this Agreement in which event the Earnest Money shall be returned to Buyer and the Extension Fee (if paid) shall be released to Seller; or

(ii) proceed to Closing. If Buyer elects to close, despite said material portion being taken, there shall be no reduction in the Purchase Price. Any award received by Seller in connection with a condemnation or eminent domain action shall be applied as a credit against the Purchase Price at the Closing. All right, title and interest of Seller to any unpaid award based on a condemnation of all or any portion of the Property shall be assigned to Buyer at the Closing without any representation or warranty by Seller in connection therewith. Any award received by Seller on or after the Closing Date which is based on a condemnation of all or any portion of the Property shall be promptly delivered by Seller to Buyer.

For purposes of this Section 9, "material damage" and "materially damaged" means damage for which the cost of repair equals or exceeds \$500,000.00. For the purposes of this Section 9, the term "material portion" shall mean a condemnation that results in the taking of (i) any of the Improvements, (ii) a portion of the parking areas if the taking reduces the remaining available number of parking spaces below the minimum legally required, or (iii) any access to the Property. If the Property is not materially damaged, Buyer shall not have the right to terminate this Agreement, and Buyer shall proceed to close in which event the provisions of Section 9(b) above shall apply.

10. Closing Costs. Buyer shall pay title search fees, the premium for the Title Policy and any endorsements to the Title Policies required by Buyer, the cost to record the Deed, the cost of the Survey (if any), and the cost of any Property Condition Reports and appraisals obtained by Buyer. Buyer shall pay transfer taxes for recording the Deed. Seller shall pay the costs complying with the terms of Section 4(b) of this Agreement and the commissions pursuant to Section 13. All other closing costs shall be allocated and paid in accordance with local custom for commercial properties in the Nashville, Tennessee area. Buyer and Seller shall each pay one-half (1/2) of the closing escrow fees. Each party shall pay its own attorney's fees.

11. Default.

(a) If Seller breaches this Agreement in any material respect and Seller does not cure such breach within five (5) days after it is notified of the same by Buyer, in writing, then Buyer may, at its option, either: (i) file an action for specific performance of this Agreement; or (ii) terminate this Agreement, receive a refund of the Earnest Money and Extension Fee (if paid), and, if the failure was intentional or in bad faith, recover an amount equal to the reasonable out-of-pocket expenses paid by Buyer to third parties in connection with this transaction (not to exceed \$50,000.00 (the "Damages Cap")). Buyer's right to recover any other damages or to pursue any other remedy is hereby waived. Notwithstanding the foregoing, if the remedy of specific performance is unavailable to Buyer because the Seller conveys the Property to a third party prior to Closing (a "Bad-Boy Default"), then the Damages

Cap shall not apply and Buyer may assert a claim against Seller for the following: (x) an amount equal to the difference between the Purchase Price and the consideration that Seller received from a third party purchaser, and (y) all Buyer's actual costs paid to third parties in connection with Buyer's due diligence investigations of the Property and other pursuit costs relating to this Agreement. In the event Buyer desires to bring an action for specific performance of this Agreement, Buyer must commence such action within sixty (60) days after the date the Closing was supposed to occur. Buyer's failure to commence an action for specific performance within the period required under this section shall constitute an irrevocable waiver of its right to bring the same and Buyer shall be deemed to have exercised option (ii) above.

(b) If Buyer breaches this Agreement in any material respect and Buyer does not cure such breach within five (5) days after it is notified of the same by Seller, in writing, Seller may, as its sole and exclusive remedy terminate this Agreement and receive the Earnest Money and Extension Fees (if paid) as full and agreed upon liquidated damages. **THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THIS SALE DUE TO BUYER'S DEFAULT PRIOR TO CLOSING, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE EARNEST MONEY AND EXTENSION FEE IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN SUCH EVENT. BY EXECUTING THIS AGREEMENT, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION. THE FOREGOING IS NOT INTENDED TO LIMIT BUYER'S OBLIGATIONS UNDER SECTION 6, SECTION 12 OR SECTION 13 HEREOF.**

(c) This Section 11 shall survive the Closing or termination of this Agreement.

12. Brokers. Seller represents and warrants to Buyer that it has not employed any broker or finder or agreed to pay anyone a fee, commission or other compensation in connection with the transaction contemplated by this Agreement except to OGA Realty ("Seller's Broker"). Buyer represents and warrants to Seller that it has not employed any broker or finder or agreed to pay anyone a fee, commission or other compensation in connection with the transaction contemplated by this Agreement except to CBRE ("Buyer's Broker"). Upon Closing, Seller shall pay a commission equal to six percent (6.0%) of the Purchase Price ("Commission"), pursuant to a separate agreement between Seller and Buyer's Broker. Buyer acknowledges that Seller's Broker represents only Seller and that Buyer's Broker does not represent Seller; provided, that Seller's Broker has no right to make any representation or warranty on Seller's behalf and Seller shall not be bound by any statements of other information provided to Buyer or Buyer's Broker by Seller's Broker. Each party agrees to indemnify, defend, and hold the other party harmless from any costs and expenses (including, without any limitation, reasonable attorneys' fees), if any, which the other party may incur as a result of a breach of the foregoing representation and warranties by the indemnifying party. No commission shall be due or payable if this transaction fails to close for any reason.

13. Enforcement Costs. The prevailing party in any action commenced due to the breach of any provision of this Agreement shall be entitled to recover from the other party all costs, expenses and reasonable attorney's fees incurred by the prevailing party in connection with the enforcement of this Agreement.

14. Notices. Any notices required or permitted herein shall be deemed effective upon deposit in the United States mail, postage prepaid, registered or certified mail, return-receipt requested, deposit with an overnight courier service such as Federal Express or United Parcel Service, confirmation by email, by hand delivery, or by e-mail addressed as follows:

As to Buyer: New Core Healthcare, LLC  
1220 Caraway Court, Suite 1050  
Upper Marlboro, MD 20774  
Attn: Jeff Wheeler  
E-mail: [jwheeler@newcorehealthcare.com](mailto:jwheeler@newcorehealthcare.com)

With a copy to: Talbott Ottinger  
Ottinger Law Group, PLLC  
2001 Warfield Drive, Ste. 201  
Nashville, TN 37215  
E-mail: [tottinger@olgnashville.com](mailto:tottinger@olgnashville.com)

As to Seller: 647 Myatt Drive Healthcare, LLC  
2932 Foster Creighton Drive  
Nashville, Tennessee 37204  
Attn: Bond E. Oman  
E-mail: [boman@oman-gibson.com](mailto:boman@oman-gibson.com)

With a copy to: Michael B. Noble, Esq.  
Bradley Arant Boult Cummings, LLP  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203  
E-mail: [mnoble@bradley.com](mailto:mnoble@bradley.com)

Escrow Agent: First American Title Insurance Company  
611 Commerce Street, Suite 3101  
Nashville, Tennessee 37219  
Attn: Jodean King  
E-mail: [JodKing@firstam.com](mailto:JodKing@firstam.com)

or to such other address as may be furnished in writing by either party to the other.

15. Miscellaneous. This Agreement constitutes the final, complete and entire agreement between the parties with respect to the subject matter of this Agreement or the proposed purchase and sale transaction evidenced by this Agreement. No modification of this Agreement shall be binding unless signed by each party to this Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, by or between the parties, if any, and all prior agreements, negotiations and communications shall be deemed merged herein. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby. This Agreement has been negotiated at arm's length, and each party has had sufficient opportunity to obtain advice of counsel. Accordingly, no rule of construction shall be applied so as to construe this Agreement against Seller solely because Seller's counsel prepared this Agreement.

16. Offer Limitation. The execution and delivery of this Agreement by one party shall constitute an offer to purchase or sell the Property, as applicable. Time is of the essence in the performance of this Agreement. When a date specified herein falls upon a Saturday or Sunday, or on a national holiday (including Jewish holidays), the following Monday or the next business day following such holiday shall be used for the purposes of this Agreement. If not earlier revoked by the party submitting the same (the "Offeror"), this offer shall automatically expire unless the party to whom the offer was made (the "Offeree") accepts such offer without modification by signing this Agreement and returning an executed original of this Agreement to the Offeror at the Offeror's notice address before 6:00 p.m. Central Standard Time on the date that is five (5) business days after the date set forth below the Offeror's signature. As used herein, the term "Effective Date" shall mean the date on which the Offeree provides to the Offeror a copy of this Agreement signed by Offeree, without modification. If an Offeree makes any modifications to this offer, the "Effective Date" shall mean the date that is the later of (i) the date on which the Offeror signed this Agreement (after accepting modifications, if any, proposed by the Offeree), or (ii) the date on which Offeree signed this Agreement (after accepting any counterproposal by the Offeror), as evidenced by the latest dates below each of their signatures.

17. AS-IS Sale. Upon the Closing, Buyer shall be deemed to have accepted the Property in its "as-is" condition as of the Closing Date, wear and tear and loss by fire or other casualty or condemnation excepted, without any additional representations or warranties of Seller, save and except those representations and warranties made herein. Buyer shall rely upon its own inspections of the Property and inspections performed on its behalf by its agents, consultants and advisers, and Buyer's independent due diligence and not upon any information provided by or on behalf of Seller. Buyer further agrees that it has conducted and/or will conduct its own investigation of all aspects of the Property and the physical condition thereof, including, without limitation, the presence of toxic or hazardous materials on, under or around the Property and all other matters which in Buyer's judgment are necessary or advisable or might influence Buyer's investment decision or Buyer's willingness to enter into this Agreement and purchase the Property. Buyer further acknowledges that Seller would not execute this Agreement and enter into the transaction contemplated hereby except upon the foregoing basis. Buyer assumes the risk that adverse matters may not have been revealed by Buyer's due diligence investigations.

18. 1031 Exchange Cooperation. Buyer and Seller shall each have the right to assign its rights under this Agreement to a "qualified intermediary" or to an exchange accommodation title holder, in order to effect an exchange of the Property for like-kind property under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, that (i) the completion of such exchange shall not cause any unreasonable delay in the Closing Date, (ii) the party which does not initiate the exchange shall not incur any additional costs in connection with such exchange, and (iii) neither Seller nor Buyer shall be required to take title to any replacement property involved in such exchange. No assignment shall release Buyer or Seller from their obligations under this Agreement. Each party shall execute an acknowledgement of its receipt of any notice of such assignment promptly after receipt of any request therefor.

19. Confidentiality. Prior to Closing, Buyer shall maintain as confidential any and all materials or information obtained about Seller, or the Property or the transactions contemplated hereby, and shall not disclose such materials and information to any third party. Except as may be required by law, Buyer will not divulge the existence or terms of this Agreement or such material or information to other persons or entities including, without limitation, appraisers, real estate brokers, or competitors of Seller. Notwithstanding the foregoing, Buyer shall have the right to disclose information with respect to the Property to its lenders, officers, directors, employees, attorneys, accountants, environmental auditors, engineers, potential lenders, and permitted assignees under this Agreement and other consultants to the extent necessary for Buyer to evaluate its acquisition of the Property provided that all such persons are

told that such information is confidential and agree (in writing for any third party engineers or environmental auditors) to keep such information confidential. Buyer shall be responsible for all damages incurred by Seller should any recipient of such confidential information through Buyer or Buyer's Broker breach the confidentiality and non-disclosure requirements imposed by this Section 19. In the event the transaction contemplated by this Agreement does not close as provided herein, upon the request of Seller, Buyer shall promptly return to Seller all due diligence materials set forth in Addendum A which were received from Seller. Upon written request by Seller, Buyer shall provide originals or copies of any documents or reports obtained by Buyer in connection with the purchase of the Property without representation or warranty as to such due diligence materials.

20. Facsimile Counterparts. This Agreement or any amendments hereto may be executed simultaneously in two or more identical counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts hereof and amendments hereto may be executed and delivered via facsimile or electronic mail (in .PDF or similar file) and such signatures shall be legally binding upon the party sending the signature by such electronic means immediately upon being sent by such party. Further, the parties agree that signatures by DocuSign, Sign-Send or other similar electronic signing software will be deemed to be originals.

21. Assignment. Buyer may assign this Agreement to an affiliated entity so long as Buyer provides written notice to Seller at least five (5) business days prior to Closing and, upon assumption, such assignee shall assume all of Buyer's obligations hereunder, in writing and shall provide a copy of the executed assignment and assumption agreement. Buyer shall remain primarily liable under this Agreement until Closing notwithstanding such assignment. Otherwise, this Agreement shall not be assignable without the prior written consent of Seller, which shall not be unreasonably withheld.

22. Escrow Joinder. The Escrow Agent shall acknowledge receipt of the Earnest Money as set forth above, and shall deposit and hold the same in a non-interest bearing account maintained at First American Trust, FSB in accordance with this Agreement, including this Section. Escrow Agent agrees to disburse the Earnest Money and Extension Fee (if paid) in accordance with this Agreement, including this Section. All notices given to the Escrow Agent must be in writing and copied to the other party pursuant to the notice provisions of this Agreement. All notices may be delivered via electronic mail or other means set forth in the notices provision of this Agreement. Escrow Agent's signature below shall not be required as a condition to the occurrence of the Effective Date. Escrow Agent shall not be liable for any acts taken in good faith, shall only be liable for its willful default or gross negligence, and may, in its sole discretion, rely upon the written notices, communications, orders or instructions given by Buyer or Seller. In the event of a dispute between Buyer or Seller under this Agreement, sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under the terms of this Agreement, together with such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties under this Agreement. Any such legal action may be brought in any such court, as Escrow Agent shall determine to have jurisdiction thereof. Seller and Buyer hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable costs of investigation and counsel fees and disbursements incurred by Escrow Agent in connection with its acceptance of this appointment as Escrow Agent hereunder or the performance of its duties hereunder, including, without limitation, any litigation arising from this Agreement or involving the subject matter hereof; provided however, that (i) if Escrow Agent shall be found in willful default or gross negligence under this Agreement, then, in such event, Escrow Agent shall bear all such losses, claims, damages, and expenses; and (ii) no party shall have any liability to Escrow Agent under this indemnity provision, if the indemnity obligation arises out of a dispute that is

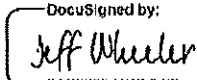
between the other party and Escrow Agent solely as a result of the conduct or misconduct of the other party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by such party as of the Effective Date.


BUYER:

**NEW CORE HEALTHCARE, LLC**

By:  \_\_\_\_\_  
Jeff Wheeler  
Title: CEO  
Date: May 1, 2023

SELLER:

**647 MYATT DRIVE HEALTHCARE, LLC**

By:  \_\_\_\_\_  
Bond E. Orfan, Manager  
Date: 5/1/2023

AGREED AND ACCEPTED BY ESCROW AGENT:

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, described as follows:

PARCEL 1:

TRACT I:

Beginning at an iron pin in the Easterly margin of Edgefield Junction Road, being an old railroad right-of-way, said point being the Southwest corner of a one-acre tract conveyed to Bedford Fite by deed of record in Book 583, page 42, Register's Office for said County; thence along what was Fite's Southerly line, North 48 deg. 50' East 313.5 feet to a point, a corner of what is known as the Spring Lot in the line of an old wall; thence along said wall South 28 deg. 05' East 164.5 feet to a corner of the land conveyed to Willie Boaz by deed of record in Book 347, page 401, said Register's Office; thence along what was formerly Boaz's Northerly line, and along a fence, South 51 deg. 11' West 266 feet to an iron pin the Easterly margin of said roadway; thence with the margin of Edgefield Junction Road, North 45 deg. West 148.3 feet to the beginning, according to a survey by Harvey Gee, dated November 30, 1951.

TRACT II:

Beginning at a point in a rock wall, which is North 48 deg. 50' East 142 feet from the Northeast corner of Tract No. 1, hereinabove described, said point also being the Northeast corner of what was known as the "Spring Lot," and in the line of an old rock wall; thence North 48 deg. 50' East 19 feet to the center line of a branch; thence down said branch, South 37 deg. 38' East 145 feet to a point, and continuing with said branch South 7 deg. 56' West 185 feet to a point in the Easterly line of said Spring Lot, at a point in said old wall above mentioned; thence with the line of old wall, North 51 deg. 10' West 297 feet to the beginning, according to a survey by Harvey Gee, dated November 30, 1951.

Together with the right-of-way granted S. Walter Boaz by Elizabeth Draine, across the "Spring Lot" which lies between the two above described tracts, as conveyed to the said Boaz by deed of record in Book 509, page 308, said Register's Office.

TRACT III:

Being a tract or parcel of land in the 10th Civil District of said County, known in the locality as the "Spring Lot" and described as follows:

Bounded on the North by the lands of B. Fite, on the East by lands of M. S. Poteat and Grizzard, on the West by the lands of M. S. Poteat and Boaz, and on the South by the property formerly owned by E. Draine and known as the "Home Tract."

BEING the same property conveyed to Rivergate Surgical Associates, a Tennessee general partnership, and Timothy Arney, by Deeds of record in Book 6390, Page 246; Instrument No. 200305310073646; Instrument No. 200408200100741; Instrument No. 200601180006545, and Instrument No. 200605040051717, Register's Office for Davidson County, Tennessee, and further of record as Instrument No. 20170824-0087089, said Register's Office.



**PARCEL 2:**

Land in Davidson County, Tennessee, near Edgefield Junction, in the 10th Civil District, and described according to a certain survey by Hart-Freeland-Roberts, Inc., Job No. 4234 dated September 26, 1973, as follows:

**BEGINNING** at a point on the Northeasterly margin of Edgefield Junction Road, said point being 551 feet, more or less, Southeasterly from the centerline of Spring Branch Road; running thence N 54° 45' E 499.69 feet to a point in the centerline of a creek, thence along said creek S 36° 50' E 103.35 feet to a point; thence S 52° 56' W 492.38 feet to a point on the North-Easterly margin of Edgefield Junction Road; thence along said Northeasterly margin N 40° 15' W 119.40 feet to the beginning containing 1.266 acres, more or less.

**BEING** the same property conveyed to Rivergate Surgical Associates, a Tennessee general partnership, and William Goodman, by Deeds of record in Book 6390, Page 238; Instrument No. 200305310073645; and Instrument No. 200407010078482, Register's Office for Davidson County, Tennessee.

**ADDENDUM A**

**INSPECTION DOCUMENTS**

Copies of the following, to the extent within Seller's possession and control:

1. Existing Survey obtained by Seller;
2. Seller's owner's title policy;
3. The most recent Phase I environmental survey of the Property;
4. Any service contracts affecting the Property;
5. Zoning documents, permits, or certificates of occupancy;
6. All plans, drawings and specifications regarding the Property and any soil reports, engineering and architectural studies or plans, grading plans, topographical maps, environmental surveys, property condition surveys, appraisals and similar information regarding the Property that are in Seller's or its agent's possession.

LEASE AGREEMENT

LANDLORD (EPC): 647 Myatt Drive, LLC  
8977 S 1300 W #475  
West Jordan, UT 84088

TENANT (OC): Nashville Children's Surgery Center, LLC  
(address) 647 Myatt Drive  
Madison, TN 37115

LEASED PREMISES: 647 Myatt Drive  
Madison, TN 37115

DATE OF LEASE: June 1, 2023

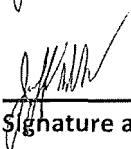
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Each of the Undersigned hereby enters into this lease agreement (this "Lease") for the above-referenced leased premises (the "Property") as of the day and date first above-written.

1. **Rent.** The Tenant shall pay monthly rental payments in an amount equal to 1/12<sup>th</sup> of the annual loan payments of principal and interest due to Chase Bank (the "Bank"), plus 1/12<sup>th</sup> of the additional amounts of the Landlord's expenses in holding the Property, including without limitation, maintenance, insurance and property taxes.
2. **Term.** The term of this Lease shall be for a period of 9 years commencing on the date of approval of CN2305-015 by the Tennessee Health Facilities Commission, which is anticipated to occur on July 26, 2023 (the "Effective Date").
3. **Subordination/Assignment.** Each of the Undersigned hereby subordinates all of its respective rights, title and interest in and to this Lease to all of the rights, title and interest of the Bank by and through any and all credit facilities, whether now existing or hereafter created, including all additions, amendments, modifications and restatements (collectively, the "Loan"), to the Undersigned (or either of them). Each of the Undersigned further assigns all of its rights, title and interest in and to this Lease to the Bank as collateral for the Loan.
4. **Notice.** All notices shall be provided by first class mail to the addresses set forth above.
5. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Any disputes arising under or in connection with this Lease shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Tennessee.

IN WITNESS WHEREOF, the Undersigned have executed this Lease, intending it to be a sealed instrument, as of the day and year first above written.

LESSOR:  CEO  
Signature and Title

LESSEE:  CEO  
Signature and Title



For: Dental Surgery

**SCOPE OF WORK**  
**Proposed Dental Clinic**  
**647 Myatt Drive**  
**Madison, TN**  
**Monday May 8, 2023**

On behalf of Solomon Builders, Inc. we respectfully submit the Budget price of *One Million, Seven Hundred Seventeen Thousand, Three Hundred Ninety-One and 00/100s* (\$1,717,391.00) based on a marked up floor layout, a site visit, and the following list:

Included in renovation:

- **General Conditions** – Includes superintendent, project manager, insurance, protection of existing, travel and transportation, permit, dumpsters, and cleaning.
- **Permit** – Provide permit as required for renovations.
- **Demolition** – Provide labor and material to demo existing flooring, ceiling tile & Grid, toilet partitions, toilet accessories, and casework as required for new finishes.
- **Concrete** – Provide \$25,000.00 allowance for repair rework of concrete @ new generator.
- **Casework** – Provide labor and material to fabricate and install new PL casework and tops to match existing layout. Revised casework to meet new ADA requirements.
- **Doors & Hardware** – Provide \$20,000.00 allowance for new hardware, installation, and repairs to existing hardware as required by code.
- **Walls & Partitions** – Provide \$20,000.00 allowance to patch/repair existing drywall and prepare for new finishes. Also furnish and install new drywall as required in restrooms for new ceramic tile and ceiling repair in ORs due to installation of new lighting.
- **Painting** – Provide labor and material to install new paint on walls, ceilings, soffits, doors, and Frames throughout space.
- **Ceilings** – Provide labor and material install new 2x2 ceiling grid and tile throughout space.
- **Flooring** – Provide labor and material to install new flash coved sheet vinyl in Operating rooms, carpet tile in offices, VCT, in storage areas, Ceramic tile in restrooms, and rubber base throughout space.
- **Specialties** – Provide labor and material to install new metal toilet partitions, new cubicle curtains and tracks, new fire extinguisher cabinets, and new toilet accessories as required.
- **Plumbing** – Provide demo of existing plumbing fixtures as required. Also, provide and install new sinks, faucets, toilets, and water heaters throughout space.
- **HVAC** – Provide demolition of existing air distribution as required. Also, provide and install new air distribution, clean existing ductwork, rebalance HVAC system, and provide update devices for med gas system.
- **Sprinkler** – Provide labor and material to rework existing sprinkler system as required due to installation of new ceiling grid.
- **Electrical** – Provide demo of existing lighting throughout space. Also, provide and install new lighting and controls, new power distribution for generator, new 250KVA generator, and code updates as required.

### Qualifications

- All work is priced to take place during normal working hours. Care will be taken to schedule noisy/disruptive work after normal working hours.
- We have included an allowance of \$30,000.00 for exterior improvements.



For: Dental Surgery of DC

**Exclusions**

- All network cabling, A/V equipment, access control, and the Security System has been excluded.

Thank you for the opportunity to budget this project. If you should have any questions regarding this bid, please feel free to contact me at (615) 333-9369.

Sincerely,

A handwritten signature in black ink that reads "W.D. Watkins".

Wil Watkins  
Solomon Builders, Inc.

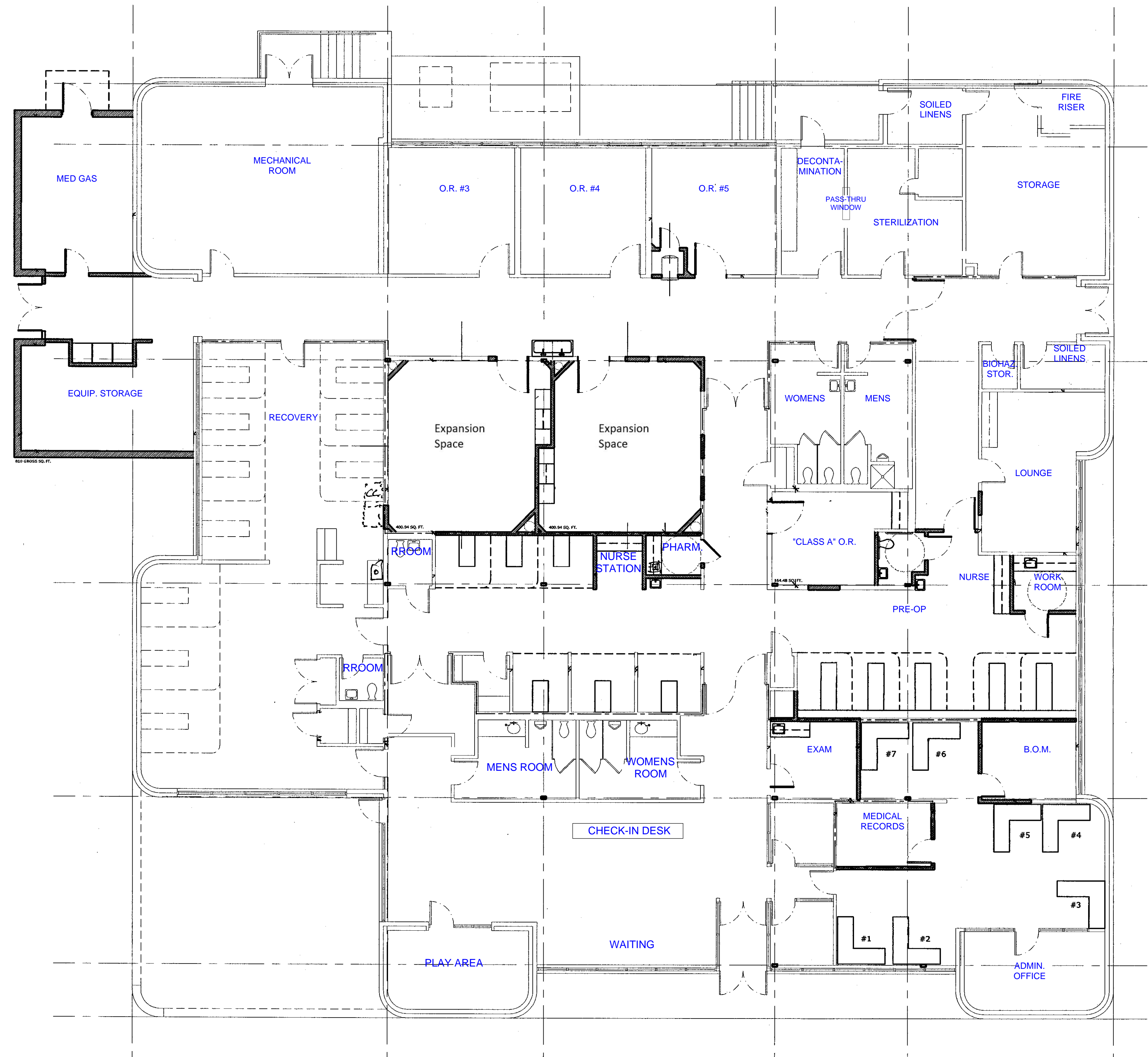


**SOLOMON  
BUILDERS**

4539 TROUSDALE DRIVE • NASHVILLE, TN 37204

**Dental Clinic  
647 Myatt Drive**

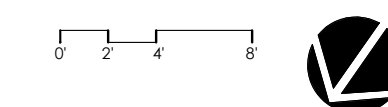
<b>General Conditions</b>	\$	115,000.00
<b>Building Permit</b>	\$	6,600.00
<b>Demolition &amp; Sitework</b>	\$	49,566.00
<b>Concrete</b>	\$	25,000.00
<b>Masonry</b>	\$	-
<b>Metals</b>	\$	-
<b>Carpentry &amp; Millwork</b>	\$	64,900.00
<b>Thermal &amp; Moisture Protection</b>	\$	-
<b>Doors &amp; Hardware</b>	\$	20,000.00
<b>Storefronts, Glass &amp; Glazing</b>	\$	-
<b>Walls &amp; Partitions</b>	\$	27,500.00
<b>Painting &amp; Wallcovering</b>	\$	27,500.00
<b>Ceilings</b>	\$	56,650.00
<b>Flooring</b>	\$	141,757.00
<b>Specialties</b>	\$	21,676.00
<b>Equipment</b>	\$	-
<b>Furnishings</b>	\$	-
<b>Special Construction</b>	\$	-
<b>Conveying Systems</b>	\$	-
<b>Plumbing</b>	\$	74,800.00
<b>HVAC</b>	\$	150,700.00
<b>Sprinkler</b>	\$	18,150.00
<b>Electrical</b>	\$	633,033.00
<b>Insurance</b>	\$	14,329.00
<b>Overhead &amp; Profit</b>	\$	86,830.00
<b>Contingency</b>	\$	183,400.00
<b>TOTAL</b>	\$	1,717,391.00



Dental Surgery  
Center

# PROPOSED PEDIATRIC DENTAL CLINIC

EXISTING FACILITY : 647 MYATT DRIVE : MADISON, TN



**906**  
**STUDIO**  
ARCHITECTS  
+ INTERIORS

143 Fifth Avenue South  
Franklin, TN 37064  
615.988.9065  
906studio.com

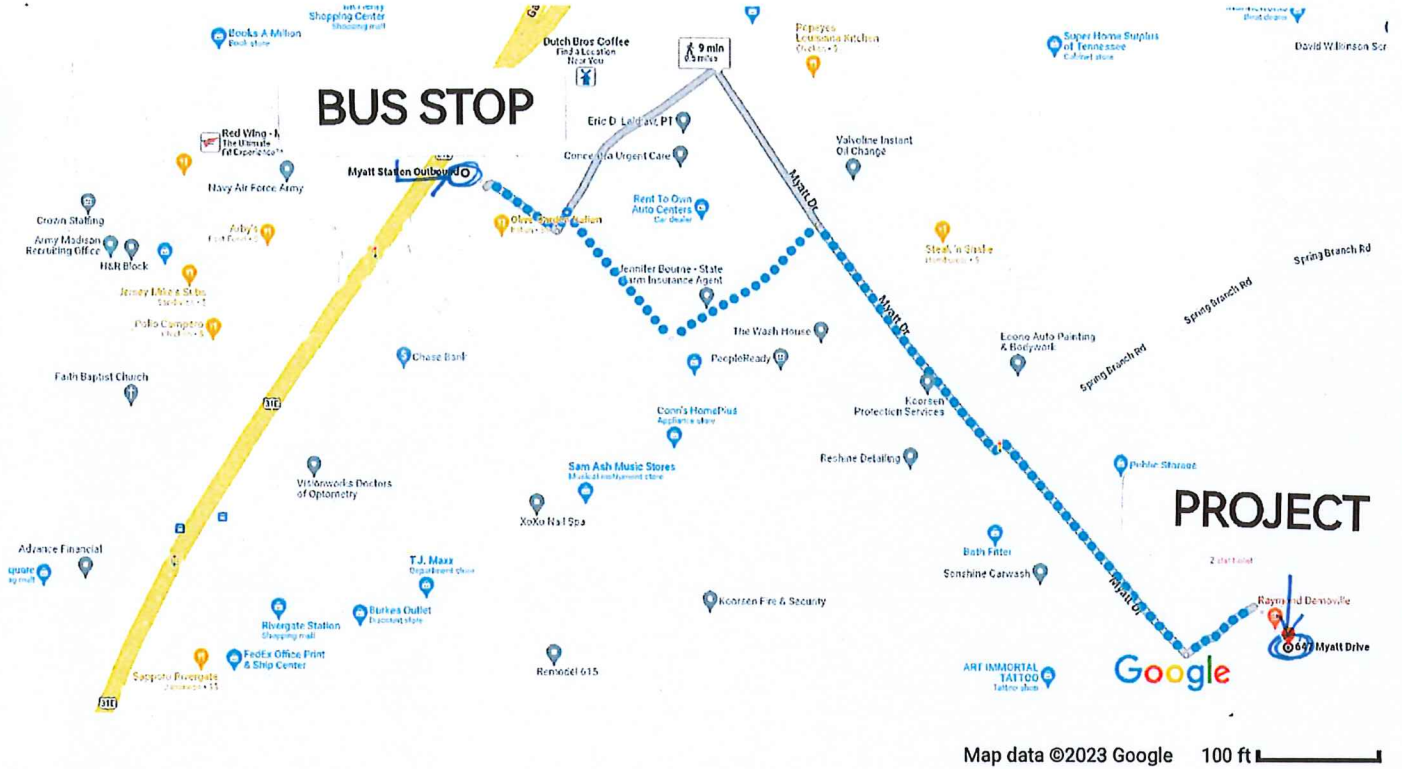
Attachment 11A  
Public Transportation Information

By private vehicle, the facility site is approximately 1.2 miles and 5 minutes' drive southeast of I-65's Rivergate Parkway exit, with major traffic corridors near the site. The convenience of the I-65 corridor through central Tennessee gives excellent access for Tennessee, Alabama, and Kentucky patients who choose this facility for dental and oral surgery needs.

Municipal bus service is approximately a half-mile walk from the site to Gallatin Pike North, where the Nashville municipal transit line, WeGo Public Transit, has a frequent service via WeGo Route 56 (which runs every twenty-five minutes on weekdays, every hour on Saturdays, and every twenty minutes on Sundays).

Attached is a diagram of public transportation routes.





Map data ©2023 Google 100 ft



via Myatt Dr

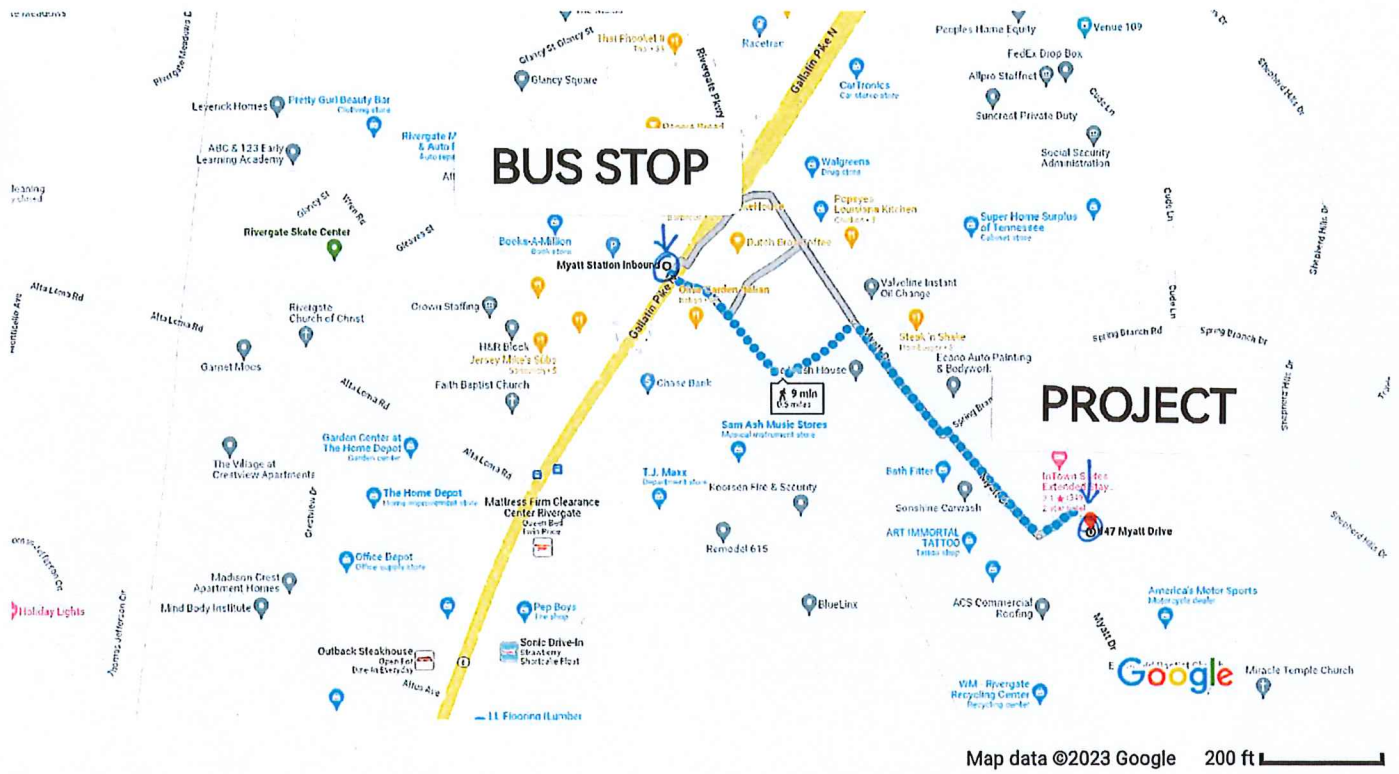
9 min  
0.4 mile



via Myatt Dr

9 min  
0.5 mile

All routes are mostly flat

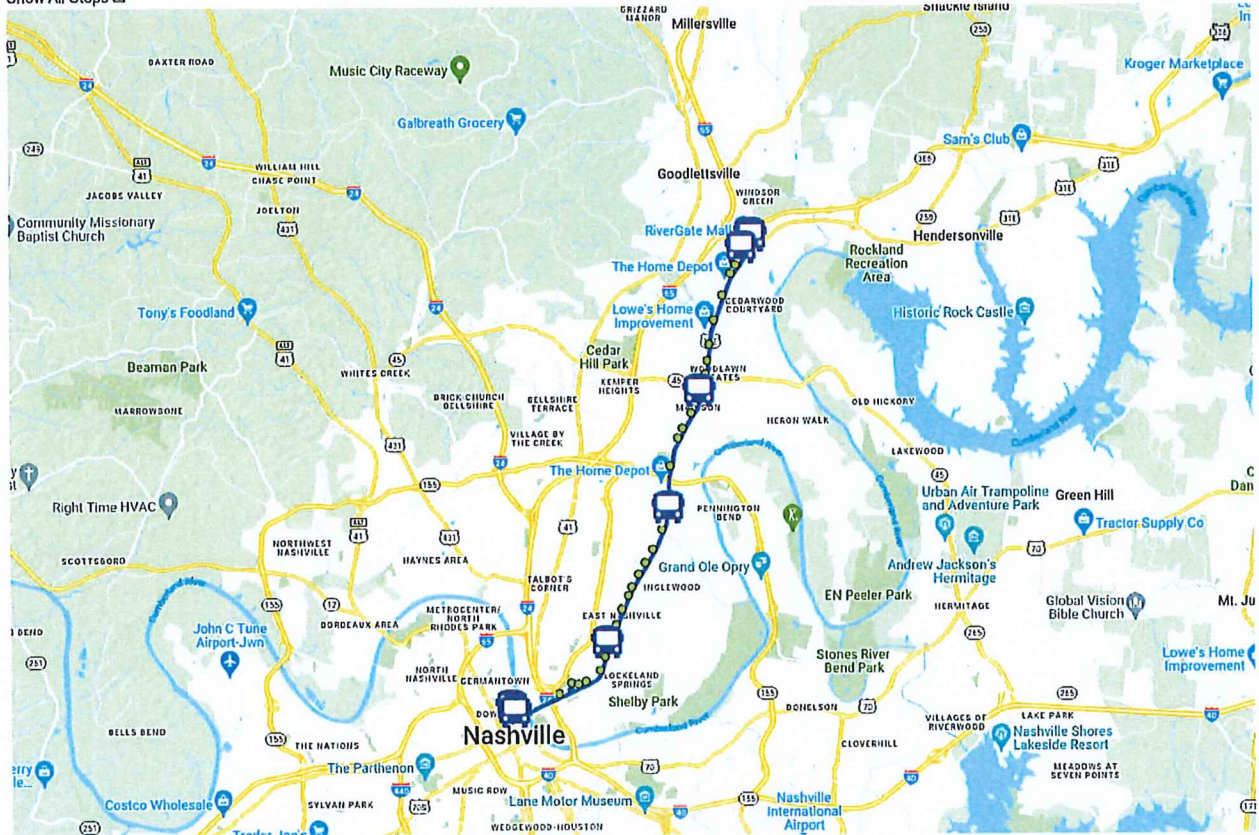


Map data ©2023 Google 200 ft

- - 
  -
- |                                  |          |  |
|----------------------------------|----------|--|
| via Myatt Dr                     | 9 min    |  |
|                                  | 0.5 mile |  |
| via Gallatin Pike N and Myatt Dr | 10 min   |  |
|                                  | 0.5 mile |  |
| via Gallatin Pike N and Myatt Dr | 10 min   |  |
|                                  | 0.5 mile |  |

All routes are mostly flat

Show All Stops



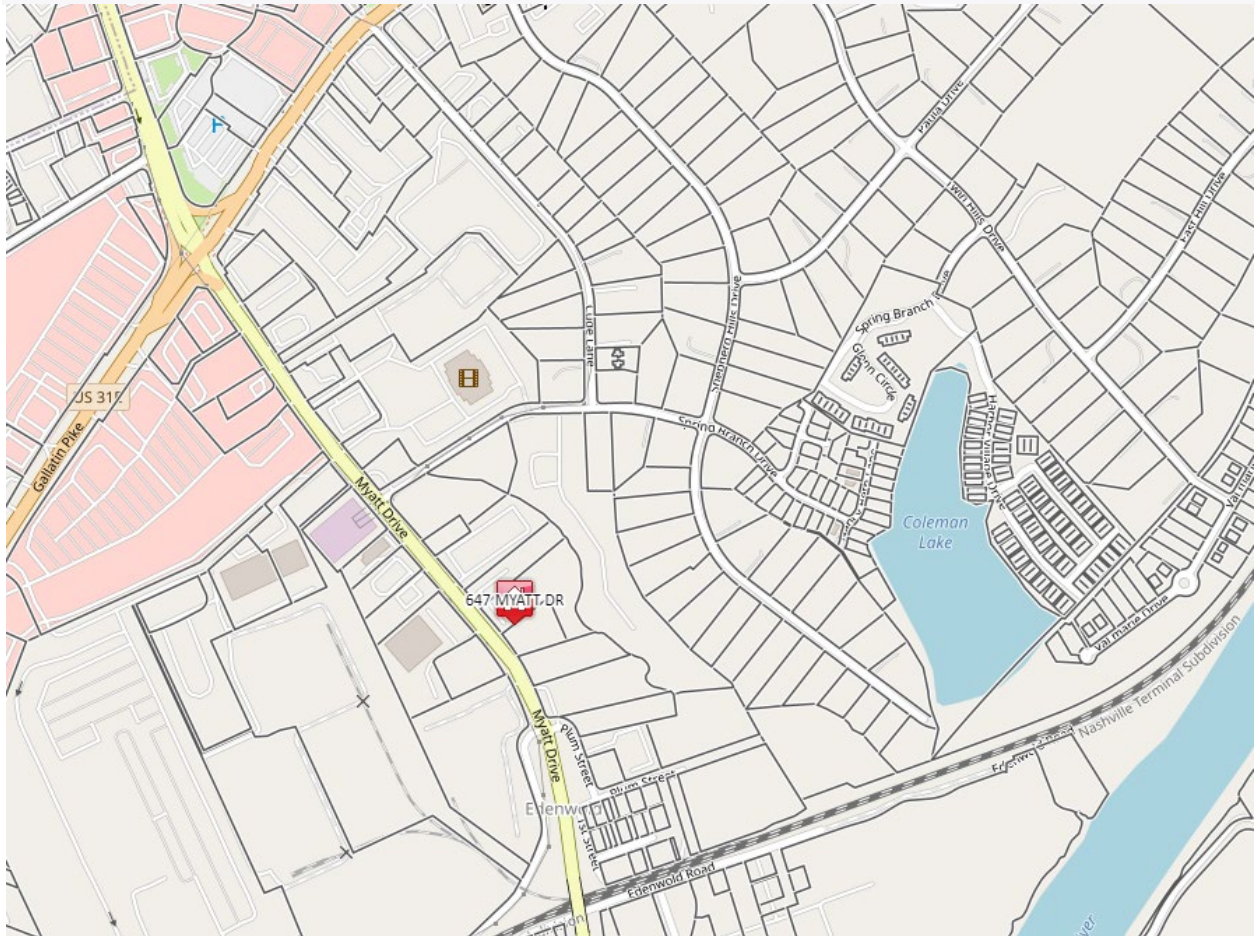


# ATTACHMENT 12A

**Map & Parcel:** 034 06 0 027.00

**Location:** 647 MYATT DRIVE

**Current Owner:** 647 MYATT DRIVE HEALTHCARE, LLC



ATTACHMENT 12A

647 MYATT DRIVE (shaded in Red)



## Attachment 1E

### Overview:

#### **About the Applicant**

The applicant is jointly owned by NCH Growth Partners, LLC (“NCHGP”) and New Core Healthcare, LLC (“NCHC”) (together “NCH”), and is dedicated to addressing and alleviating the limited access to operating room (“OR”) dental care in the United States. Since its establishment in 2017 in the Washington DC metro area, the first facility of NCH (in a Maryland suburb), has treated over 9,000 patients, making it the largest provider of OR dental time in Maryland and reducing wait times in the area from 18 months to only weeks. NCH has since opened additional facilities in Baltimore, Maryland and Encino, California. Nashville Children’s Surgery Center is proposed for NCH’s fourth facility. NCH is an independent ambulatory treatment surgery center (“ASC”) group and is not affiliated with any hospital or acute care provider.

#### **Need for Services Performed**

Lack of access to OR dental care is an increasingly critical issue nationwide, and Nashville and Middle Tennessee is no exception. Lack of access to OR dental care means that patients—primarily children and individuals with special needs—generally wait from 6 to 12 months for medically necessary oral surgery. Due to socioeconomic and environmental factors, the majority of OR dental patients are covered by Medicaid. Many hospitals and ASCs allocate limit OR time to higher margin procedures, and often cancel or delay Medicaid dental patients’ surgeries, leading to long wait times. NCH estimates that there are thousands of patients in Nashville and the surrounding MSA who require OR dental care each year.

The American Academy of Pediatric Dentistry (“AAPD”) strongly advocates for treating pediatric and special needs patients in an OR setting. The proposed ASC will substantially increase access to care by reducing average OR wait times from 6 to 12 months to only 2 to 3 weeks. This large reduction in wait time will ensure that all patients receive treatment in a timely manner. Untreated childhood cavities can lead to pain, infection, social stigma and anxiety, permanent cardiovascular complications, unnecessary emergency room visits, and even fatalities in extreme situations. The proposed facility will increase access to care for a patient population that is not currently being treated in the OR because there is no OR time allocated for them. Based on NCH research with over 40 Medicaid dental offices in the Nashville area NCH estimates that there are over 6,000 local patients, currently and on an annual basis, who need these treatments but cannot get them—because very few facilities are willing to accept these patients. NCH estimates that when fully operational this facility will be able to serve as many as 3,000 to 4,000 of these 6,000 patients annually by the second year of operation.

#### **About the Proposed Facility**

The proposed ASC will be a single specialty ASC dedicated exclusively to OR dentistry and oral surgery, exclusively providing OR dental care for patients who need treatment beyond what their regular dentist can provide in his/her office. These treatments include oral surgery, full mouth rehabilitations, restorations, crowns, endodontics, periodontics and pedodontics for dental patients for whom treatment in an OR setting is medically necessary, primarily including extremely young patients, but also other patients with special needs and older patients with extenuating neurological or physiological medical conditions.

Anesthesia will be provided by MD anesthesiologists, Dentist Anesthesiologists and CRNAs.

For the development of this ASC NCH will be purchasing and modernizing a single occupant, single floor building (12,663 square feet) that another ASC recently vacated due to a relocation. The ASC will perform surgeries in three ORs, with expansion space for up to two additional ORs as needed. The facility will have additional pre-op and post-op stations with all required support areas. Scheduled operating hours will be 5:30 a.m. to 4:00 p.m. on weekdays.

### **Ownership Structure**

Nashville Children's Surgery Center, LLC is the CON applicant and the sole owner of Nashville Children's Surgery Center. That LLC is owned 100% by NCHGP and NCHC. While there are other investors in NCHGP (all with less than 5% each), Jeffrey Wheeler (CEO) and Kyle Welch (President) together own 72%, as set forth in the organizational chart below.

### **Service Area**

The primary service area will consist of Davidson County, Rutherford County, Sumner County, Williamson County and Wilson County, with a secondary service area of the other 9 counties in the Nashville MSA. At other NCH facilities patients have typically been willing to travel up to 4 hours to receive care, since they often have a difficult time finding facilities that are willing to treat them. This means the facility may also treat some patients from out of state, including portions of Kentucky, Alabama and Georgia, although only the 14 counties within the Nashville MSA have been utilized for the projections in this application.

### **Existing Similar Service Providers.**

The service area has numerous dentists who generally do not have OR privileges at local hospitals or ASCs. Local children's hospitals include Monroe Carell Jr. Children's Hospital at Vanderbilt and The Children's Hospital at TriStar Centennial. These children's hospitals attempt to treat pediatric dental patients, but for a variety of factors including high demand and other serious pediatric surgeries they must allocate time for, they often have long wait times before a pediatric dental patient can be scheduled for oral surgery.

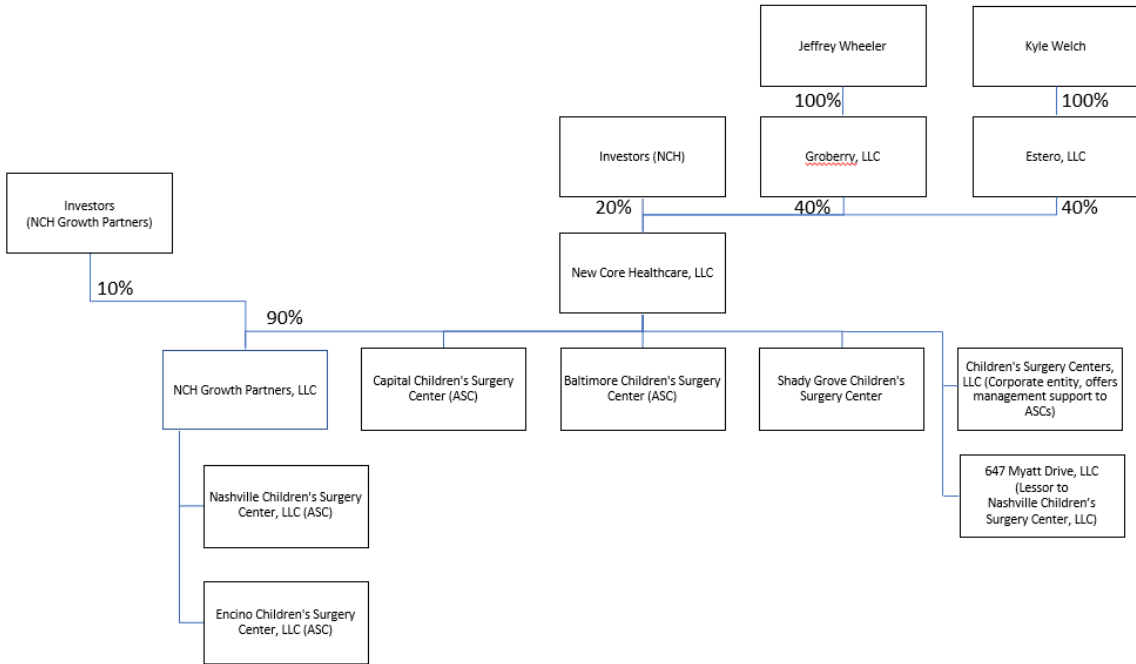
### **Project Cost**

The project cost is estimated at \$5,345,330, including the leasing cost for the real estate, renovations, equipment, and so forth, which the applicant believes is quite reasonable for a project of this nature.

### **Staffing**

The clinical staff of the facility are projected to be 4 RN's, 11 medical / dental assistants, and 4 anesthesia providers. Anesthesia will be provided by MD and Dentist Anesthesiologists and CRNAs.

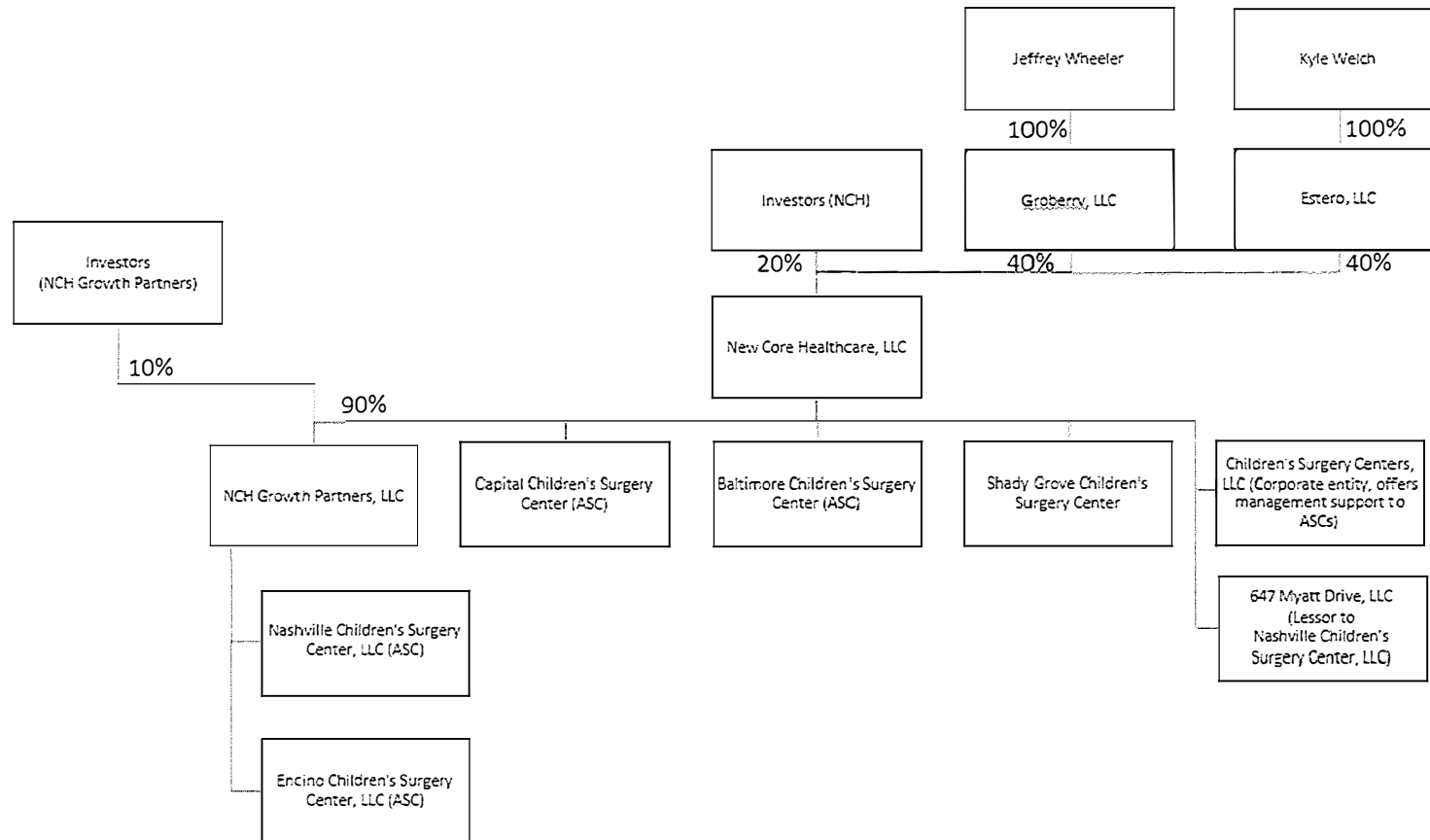
The clinical staff of the facility are projected to be 4 RN's, 11 medical / dental assistants, and 4 anesthesia providers. Anesthesia will be provided by MD and Dentist Anesthesiologists and CRNAs.





**REPLACEMENT ATTACHMENT 7AR**

Organizational Chart-Nashville Children's Surgery Center, LLC



ATTACHMENT 2E  
Rationale for Approval

Need

The Applicant's proposed facility will fill a severe need as evidenced by the letters of support from area dentists confirming long wait times at the few area ASCs which handle dental and oral surgery cases, and as shown by the limited number of such facilities that treat TennCare patients, especially to the extent the Applicant proposes. As shown on Attachment 3N, there are a significant amount of TennCare enrollees in the service area, and a significant amount of them will benefit greatly from this project—over half of the 1,700,000+ enrollees in the State are children, including a significant amount in the service area.

Quality Standards

The Applicant's proposed facility will become AAAHC accredited and otherwise honor all applicable certification and other quality standards.

Consumer Advantage – Choice and improved access/availability to health care services

As evidenced by the letters of support from area dentists confirming long wait times at the few area ASCs which handle dental and oral surgery cases, and even fewer specialize in the treatment of children. The Applicant's facility will offer an additional facility in a rapidly growing area of the State, with more and more families with children moving to Middle Tennessee.

## GENERAL CRITERIA FOR CERTIFICATE OF NEED

### ITEM 1N: Standards and Criteria - ASTC

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

As a Specialty ASTC (dedicated exclusively to dentists and oral surgeons providing OR dentistry) the applicant anticipates the facility will initially be open (Year 1) 3 days a week, 8 hours per day, with 3 Operating Rooms (and no Procedure Rooms), with the number of cases increasing over a 3 year period:

- a. 1,755 in year 1
- b. 2,194 in year 2
- c. 2,925 in year 3 (975 per OR, which exceeds the minimum of 884 cases per OR)

The applicant anticipates that dentists and oral surgeons operating at the facility will include some who are affiliated with Nashville Children's General Anesthesia Dentistry, PLLC ("NC GAD"), a profession dental practice. 10 dentists and oral surgeons have now provided letters of support for the facility (7 of which were included as a part of Attachment LOS- please see replacement Attachment LOS-R, labeled as "Attachment LOS-R," which now collectively includes 10 letters of support, including both the 7 attached to the applicant's original application plus 3 more letters received by the applicant since the original application was submitted).

The mission of the applicant is to increase access to care for patients who cannot obtain care in traditional settings, exclusively treats dental patients under general anesthesia in an OR setting, primarily including young children whose fear and lack of maturity may make it difficult to perform the dental surgery, but also including patients with special needs and/or a mental or physical limitation to their treatment (such as Alzheimers, dementia, etc), and patients with extreme oral surgery needs.

As well as some of the dentists and oral surgeons providing the letters of support, the applicant anticipates a substantial number of additional dentists and oral surgeons will either seek to operate at the facility or refer some of their patients to dentists and oral surgeons affiliated with NC GAD to perform the surgeries at the facility. As a proposed new ASTC provider, facility-specific TennCare rates cannot be negotiated until the applicant has received its license and has begun to provide surgical services to patients, but the applicant's diligence process (which has been successfully implemented at other facilities of the applicant (either currently operating or under development), has identified gaps in pediatric dental care that requires general anesthesia in Nashville and the surrounding area. That process allows the applicant to utilize governmental databases, such as [www.insurekidsnow.gov](http://www.insurekidsnow.gov), to identify potential referral dentists in the area, primarily dental offices accepting children on Medicaid plans, including TennCare, highlighting over 350 potential referral sources, over 40 of which were interviewed and provided information that was utilized to estimate and extrapolate revenues for the facility.

The applicant notes that one of the support letters is from Dr. Horton Li, who will be a contractor for NC GAD performing dental surgery at the applicant's proposed facility. As Dr. Li notes in his support letter, he will also be available to provide dental surgeries from dentists who refer their patients to NC GAD for surgery at the applicant's specialty facility, for a variety of reasons (including many dentists who have a full office practice and prefer to refer a patient who needs dental surgery to someone such as Dr. Li).

NC GAD is owned by Dr. Joseph Field, a dentist who also is an owner of CCDC Professionals, LLC (dba Capital Children's General Anesthesia Dentistry, or CC GAD), a professional dental practice in Maryland which works closely with the applicant's Maryland affiliate, Capital Children's Surgery Center. Like CC GAD, NC GAD has a mission to increase access to care for dental patients, primarily children, who cannot obtain care in traditional settings. Like CC GAD, NC GAD will exclusively treat dental patients under general anesthesia in an OR setting, and will not perform routine dental care outside of an ASTC/OR setting, and will provide routine services to any patients. Like the applicant's facility proposed in this application, the applicant's similar facility in Maryland provides dental surgery for young children who are not mature enough to "sit still" while their dental work is completed, so that work cannot be done in a traditional dental setting, as well as patients with special needs and/or a mental or physical limitation to their treatment (such as Alzheimer's and other forms of dementia).

As noted in the preceding paragraphs, patient referrals to the facility are projected to come from a variety of dentists and oral surgeons, including those providing the letters of support included as Attachment LOS-R, as well other dentists and oral surgeons in the area who do not typically provide services to their patients in an OR setting, but will refer their patients who need dental or oral surgery in an OR setting to a dentist or oral surgeon who will utilize the ORs in the facility (including those practicing with NC GAD). Such dentists will include pediatric dentists and general dentists with patients who cannot be treated in a traditional setting due to age, maturity or special needs, with a special focus on patients who are TennCare recipients. The applicant would also note that many health care professionals, including those who provide ASTC dental surgery services, are not uniformly located across the state, especially in more rural areas, and there will be referrals to the facility, and NC GAD, from many of those health care professionals.

The applicant's diligence process has been successfully implemented across multiple similar projects in other locations by affiliates of the applicant, utilizing an empirical methodology that identifies and bridges gaps in pediatric dental care that requires general anesthesia in an underserved population. For this application, that diligence process utilized various data (such as that from [www.insurekidsnow.gov](http://www.insurekidsnow.gov)) to , identifying dental offices accepting children on TennCare within the service area. That research highlighted over 350 potential referral sources, represent a vast segment of underserved children in need of pediatric dental care under general anesthesia. From that process, as well as other information developed from the Tennessee Joint Annual Reports, the application developed the numbers used in this application, on a conservative basis, to demonstrate the utilization set forth above. The process also allowed the production of the data shown charts found elsewhere in this application and reproduced below.

Given the limited number of ASTCs in the service area providing dental surgery for children on TennCare, as well as population growth, and anticipated marketing efforts to reach unserved children, the applicant believes this additional ASTC would have minimal, if any, upon existing service providers.

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

The applicant projects the average case duration to be approximately 45 minutes with clean up and prep time between cases to be approximately 15 minutes. Therefore, the number of surgical hours projected in Year 1 will be 1,755 the total in Year 2 will be 2,194 and the total in Year 3 will be 2,925

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

A review of the "MasterFile" Joint Annual Report (JAR) from the Department's Health Statistics Division for 2022 indicates only 14 of those 150 facilities performed "Dental/Oral Surgery," and 13 of those 14 facilities listed all their Dental/Oral Surgery cases in an operating room rather than a procedure room). The applicant is not aware of any hospital based operating rooms which specialize in general dentistry and oral surgery for pediatric patients. While the applicant is aware of a very small number of ASTCs who do dental and oral surgery cases (only 6 of 53 ASTCs listed in the service area on Joint Annual Reports for 2022), all 6 are "Multi- Specialty" ASTCs, and only 1 of the 6 served a large percentage of patients in the 0-17 age category, with the other 5 having between approximately 80-92% of patients aged 18 or over (approximately 77% of the

patients of Oral Facial Surgery Center in Nashville were in the 0-17 age category, but they do not appear to all be pediatric dental and oral surgery patients as that facility also listed cases in the areas of ophthalmology, gynecology, podiatry, cosmetic surgery and general surgery).

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

Charts found elsewhere in this application and reproduced below indicates the vast majority of ASTCs perform no dental surgery, and of those 6 mentioned above in the service area 5 had dental/oral surgery cases varying from 0.3% to 18.9% of the cases performed at that ASTC, with the 6th (Oral Facial Surgery Center) at 77.8%

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

There are no single-specialty ASTCs in the service area dedicated to providing dental surgery primarily for children, and primarily for TennCare patients. The effect on existing providers would be minimal as indicated throughout the application.

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

The primary Service Area reflects the practice area of the majority of dentists anticipated to perform dental surgeries at the facility. The applicant anticipates that a majority of patients will reside within a 60-minute average driving range, although some of the unique features and benefits of this single-specialty ASTC are anticipated to draw referrals from dentist's offices, and patient of those offices, from outside a 60-minute average driving time.

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

The facility will be conveniently located easy visibility and access, as shown on Attachment 11A, including access to public transportation.

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

As noted in the application and the support letters, many of the children anticipated to receive dental surgery at this single-specialty ASTC, especially those who are TennCare recipients, are not currently being timely served.

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

Year 1 -1,755

Q1-350

Q2-430

Q3-475

Q4-500

Year 2 – 2,194

Q1-548

Q2-548

Q3-549

Q4-549

10.

A. An applicant should be or agree to become accredited by any accrediting organization approved by the Centers for Medicare and Medicaid Services, such as the Joint Commission, the Accreditation Association of Ambulatory Health Care, the American Association for Accreditation of Ambulatory Surgical Facilities, or other nationally recognized accrediting organization.<sup>1</sup>

The Applicant will apply for accreditation with AAAHC.

B. An applicant should estimate the number of physicians by specialty that are expected to utilize the facility and the criteria to be used by the facility in extending surgical and anesthesia privileges



to medical personnel. An applicant should provide documentation on the availability of appropriate and qualified staff that will provide ancillary support services, whether on- or off-site.

The number dentists that will initially utilize the facility is anticipated to be approximately 6, but that number is expected to increase over time. The Applicant has access to qualified nurses, technicians, support services, etc, to meet all applicable requirements.

11. In light of Rule 0720-11.01, which lists the factors concerning need on which an application may be evaluated, and Principle No. 2 in the State Health Plan, “Every citizen should have reasonable access to health care,” the HSDA may decide to give special consideration to an applicant:

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

According to the Health Resources and Services Administration at least four counties (Hickman, Lewis, Perry, and Robertson) are medically underserved areas, and while only Robertson County is within a 60 minute drive time, the applicant believes patients from all these counties could benefit from the proposed single-specialty ASTC dedicated to providing dental surgery primarily for children, and primarily for TennCare patients.

B. Who is a “safety net hospital” or a “children’s hospital” as defined by the Bureau of TennCare Essential Access Hospital payment program;

NA

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

The applicant intends to contract with all TennCare MCOs and participate in the Medicare program.

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

NA

**Hospital Utilization in Project's Tennessee  
Service Area Hospital's Surgery Cases (2019-2021)**

TDOH Facility Identifier	Hospital	Location	Total 2019 Cases	Total 2020 Cases	Total 2021 Cases	Total Cases % Change 2019-2021	2021 Inpatient and Outpatient Dental/ Oral Cases	2021 Inpatient and Outpatient Dental/ Oral Cases as % of All Cases	2021 Outpatient Dental/ Oral Cases	2021 Outpatient Dental/ Oral Cases as % of All Cases
19214	TriStar Southern Hills Medical Center	Davidson	5,917	4,735	5,287	-10.6%	0	0%	0	0%
19234	TriStar Skyline Madison Campus	Davidson	0	0	0	0%	0	0%	0	0%
19244	Metropolitan Nashville General Hospital	Davidson	2,692	2,124	2,563	-4.8%	27	1.1%	17	0.7%
19254	Saint Thomas Midtown Hospital	Davidson	18,289	16,197	17,539	-4.1%	15	0.1%	5	0.0%
19274	Saint Thomas West Hospital	Davidson	14,288	12,415	12,932	-9.5%	69	0.5%	2	0.0%
19284	Vanderbilt University Medical Center	Davidson	76,672	72,374	83,567	9.0%	1,782	2.1%	1,356	1.6%
19324	TriStar Centennial Medical Center	Davidson	42,522	39,637	44,668	5.0%	413	0.9%	213	0.5%
19334	TriStar Skyline Medical Center	Davidson	8,719	7,655	8,569	-1.7%	0	0%	0	0%
19344	TriStar Summit Medical Center	Davidson	7,340	6,425	7,062	-3.8%	73	1.0%	72	1.0%
19354	Saint Thomas Hospital for Specialty Surgery	Davidson	4,394	4,037	4,391	-0.1%	472	10.7%	432	9.8%
19404	Middle Tennessee Mental Health Institute	Davidson	0	0	0	0%	0	0%	0	0%
19414	Ascension Saint Thomas Behavioral Health Hospital <sup>1</sup>	Davidson	0	0	0	0%	0	0%	0	0%
19764	Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	0	0%	0	0%	0	0%
19784	Select Specialty Hospital - Nashville	Davidson	0	0	0	0%	0	0%	0	0%
19754	Curahealth Nashville <sup>2</sup>	Davidson	30	0	0	-100%	0	0%	0	0%
75214	Saint Thomas Rutherford Hospital	Rutherford	14,375	13,903	14,688	2.2%	31	0.2%	28	0.2%
75234	TriStar StoneCrest Medical Center	Rutherford	8,157	7,178	8,595	5.1%	17	0.2%	15	0.2%
75254	Trustpoint Hospital	Rutherford	0	0	0	0%	0	0%	0	0%
83204	Portland Medical Center	Sumner	0	0	0	0%	0	0%	0	0%
83244	Sumner Regional Medical Center	Sumner	7,002	5,731	6,091	-13.0%	260	4.3%	260	4.3%
83254	TriStar Hendersonville Medical Center	Sumner	7,570	7,772	8,930	18.0%	46	0.5%	42	0.5%
94234	Williamson Medical Center	Williamson	16,284	16,164	15,413	-5.3%	0	0%	0	0%
94404	Rolling Hills Hospital	Williamson	0	0	0	0%	0	0%	0	0%
94804	Encompass Health Rehab Hospital of Franklin	Williamson	0	0	0	0%	0	0%	0	0%
95204	Vanderbilt Wilson County Hospital	Wilson	0	0	0	0%	0	0%	0	0%
95224	Vanderbilt Wilson County Hospital	Wilson	4,410	4,223	4,103	-7.0%	21	0.5%	21	0.5%

<sup>1</sup> Ascension Saint Thomas Behavioral Health Hospital opened during the 2021 reporting period.

<sup>2</sup> Curahealth Nashville did not submit a Joint Annual Report after the 2019 reporting period.

08214	Saint Thomas Stones River Hospital, LLC	Cannon	0	0	0	0%	0	0%	0	0%
11204	TriStar Ashland City Medical Center	Cheatham	49	0	0	-100%	0	0%	0	0%
22204	TriStar Horizon Medical Center	Dickson	4,848	4,710	3,766	-22.3%	115	3.1%	107	2.8%
41214	Saint Thomas Hickman Hospital	Hickman	205	205	179	-12.7%	0	0%	0	0%
56204	Macon Community Hospital	Macon	460	228	310	-32.6%	0	0%	0	0%
60224	Maury Regional Hospital	Maury	19,698	17,625	17,764	-9.8	0	0%	0	0%
60404	Behavioral Healthcare Center at Columbia	Maury	0	0	0	0%	0	0%	0	0%
60414	Pinewood Springs <sup>3</sup>	Maury	0	0	0	0%	0	0%	0	0%
74214	NorthCrest Medical Center <sup>4</sup>	Robertson	5,382	5,009	5,160	-4.1%	0	0%	0	0%
80214	Riverview Regional Medical Center	Smith	883	753	1,025	16.1%	0	0%	0	0%
85214	Trousdale Medical Center	Trousdale	0	0	0	0%	0	0%	0	0%
	<b>Total</b>		<b>270,186</b>	<b>249,100</b>	<b>272,602</b>	<b>0.9%</b>	<b>3,341</b>	<b>1.6%</b>	<b>2,570</b>	<b>0.9%</b>

<sup>3</sup> Pinewood Springs opened after the 2019 reporting period, so it did not submit a 2019 Joint Annual Report.

<sup>4</sup> NorthCrest Medical Center noted on its 2019, 2020, and 2021 Joint Annual Reports that it was unable to break out its surgical procedures by type of procedure.

**Table 5N-2: 2020-2022 Utilization of Service Area County's ASTCs  
Which Have Authority to Offer Dental/Oral Surgery**

2022							
ASCs Able to Offer Dental/Oral Procedures	Location	Operating Rooms			Procedure Rooms		
		Number	Cases	% of Optimal Utilization Per Room (884 Cases)	Number	Cases	% of Optimal Utilization Per room (1,867 Cases)
Baptist Ambulatory Surgery Center (M)	Davidson	6	4,771	90.0%	1	3,207	171.8%
Brentwood Surgery Center (M)	Davidson	3	981	37.0%	2	1,479	39.6%
Centennial Surgery Center (M)	Davidson	6	4,872	91.9%	2	2,459	65.9%
Mid-State Endoscopy Center (M)*	Davidson	0	0	0%	0	0	0%
Northridge Surgery Center (M)	Davidson	5	5,596	126.6%	2	0	0%
Oral Facial Surgery Center (M)	Davidson	7	3,720	60.1%	0	0	0%
Premier Orthopaedic Surgery Center (M)	Davidson	2	2,498	141.3%	0	0	0%
Saint Thomas Campus Surgicare (M)	Davidson	6	5,142	96.9%	1	1,226	65.7%
Saint Thomas Surgery Center Midtown (M)	Davidson	10	6,900	78.1%	1	1,828	97.9%
Summit Surgery Center (M)	Davidson	5	4,367	98.8%	1	669	35.8%
Surgicenter of Murfreesboro Medical Clinic (M)	Rutherford	4	5,138	145.3%	3	8,653	154.5%
Physicians Pavilion Surgery Center (M)	Rutherford	4	1,964	55.5%	1	587	31.4%
Middle Tennessee Ambulatory Surgery Center (M)	Rutherford	6	6,248	117.8%	1	3,162	169.4%
New Salem Surgery Center (M)	Rutherford	2	161	9.1%	1	29	1.6%
Patient Partners, LLC (M)	Sumner	2	1,554	87.9%	2	4,441	118.9%
Indian Lake Surgery Center (M)	Sumner	2	918	51.9%	1	40	2.1%
Cool Springs Surgery Center (M)	Williamson	5	6,223	140.8%	2	3,918	104.9%
Franklin Endoscopy Center	Williamson	3	4,082	153.9%	2	2,609	69.9%
Providence Surgery Center	Wilson	2	2,214	125.2%	1	272	14.6%
Lebanon Surgery Center	Wilson	3	4	0.2%	1	0	0%
The Surgery Center of Middle Tennessee (M)	Maury	3	3,805	143.5%	1	3,035	162.6%
Spring Hill Surgery Center, LLC (M)	Maury	2	1,510	74.8%	1	0	0%
<b>Totals</b>		<b>88</b>	<b>72,668</b>	<b>93.4%</b>	<b>27</b>	<b>37,614</b>	<b>74.6%</b>

2021							
ASCs Able to Offer Dental/Oral Procedures	Location	Operating Rooms			Procedure Rooms		
		Number	Cases	% of Optimal Utilization Per Room (884 Cases)	Number	Cases	% of Optimal Utilization Per room (1,867 Cases)
Baptist Ambulatory Surgery Center (M)	Davidson	6	4,623	87.2%	1	5,406	289.6%
Brentwood Surgery Center (M)	Davidson	3	0	0%	2	110	2.9%
Centennial Surgery Center (M)	Davidson	6	5,626	106.1%	2	1,543	41.3%
Mid-State Endoscopy Center (M)	Davidson	0	0	0%	2	792	21.2%
Northridge Surgery Center (M)	Davidson	5	5,551	125.6%	2	4	0.1%
Oral Facial Surgery Center (M)	Davidson	0	0	0%	3	2,096	37.4%
Premier Orthopaedic Surgery Center (M)	Davidson	2	1,711	96.8%	0	0	0%
Saint Thomas Campus Surgicare (M)	Davidson	6	5,878	110.8%	1	1,754	93.9%
Saint Thomas Surgery Center Midtown (M)	Davidson	10	6,837	77.3%	1	1,285	68.8%
Summit Surgery Center (M)	Davidson	5	4,312	97.6%	1	658	35.2%
Surgicenter of Murfreesboro Medical Center (M)	Rutherford	4	4,442	125.6%	3	7,209	128.7%
Physicians of Pavilion Surgery Center (M)	Rutherford	4	1,788	50.6%	1	676	36.2%
Middle Tennessee Ambulatory Surgery Center (M)	Rutherford	6	5,822	109.8%	1	3,044	163%
Patient Partners, LLC	Sumner	2	1,170	66.2%	2	4,742	127%
Indian Lake Surgery Center	Sumner	2	1,009	57.1%	1	6	0.3%
Cool Springs Surgery Center	Williamson	5	5,495	124.3%	2	4,682	125.4%
Franklin Endoscopy Center	Williamson	3	2,085	78.6%	2	2,332	62.5%
Providence Surgery Center	Wilson	2	1,060	60%	1	516	27.6%
The Surgery Center of Middle Tennessee (M)	Maury	3	3,391	127.9%	1	1,590	85.2%
Spring Hill Surgery Center, LLC (M)	Maury	2	1,290	73%	1	0	0%
<b>Totals</b>		<b>76</b>	<b>62,090</b>	<b>92.4%</b>	<b>30</b>	<b>38,445</b>	<b>68.6%</b>
2020							
ASCs Able to Offer Dental/Oral Procedures	Location	Operating Rooms			Procedure Rooms		
		Number	Cases	% of Optimal	Number	Cases	% of Optimal



				Utilization Per Room (884 Cases)			Utilization Per room (1,867 Cases)
Baptist Ambulatory Surgery Center (M)	Davidson	6	4,448	83.9%	1	4,552	243.8%
Brentwood Surgery Center (M)	Davidson	4	128	3.6%	0	0	0%
Centennial Surgery Center (M)	Davidson	6	5,086	95.9%	2	1,234	33.0%
Mid-State Endoscopy Center (M)	Davidson	0	0	0%	2	2,784	74.6%
Northridge Surgery Center (M)	Davidson	5	3,134	70.9%	2	0	0%
Oral Facial Surgery Center (M)	Davidson	3	2,331	87.9%	0	0	0%
Premier Orthopaedic Surgery Center (M)	Davidson	2	1,463	82.7%	0	0	0%
Saint Thomas Campus Surgicare (M)	Davidson	6	5,670	106.9%	1	1,588	85.1%
Saint Thomas Surgery Center Midtown (M)	Davidson	10	6,382	72.2%	1	428	22.9%
Summit Surgery Center (M)	Davidson	5	4,037	91.3%	1	525	28.1%
Surgicenter of Murfreesboro Medical Center (M)	Rutherford	4	4,490	127%	3	6,733	120.2%
Physicians Pavilion Surgery Center (M)	Rutherford	4	1,311	37.1%	1	857	45.9%
Middle Tennessee Ambulatory Surgery Center (M)	Rutherford	6	5,719	107.8%	1	2,069	110.8%
Patient Partners, LLC (M)	Sumner	2	1,037	58.7%	4	3,467	46.4%
Indian Lake Surgery Center	Sumner	2	1,017	57.5%	1	14	0.7%
Cool Springs Surgery Center	Williamson	5	4,644	105.1%	2	3,887	104.1%
Franklin Endoscopy Center	Williamson	3	2,683	101.2%	2	2,725	73%
Providence Surgery Center	Wilson	3	1,224	46.2%	1	617	33%
The Surgery Center of Middle Tennessee	Maury	3	2,718	102.5%	1	1,740	93.2%
Spring Hill Surgery Center, LLC	Maury	2	1,325	74.9%	1	0	0%
<b>Totals</b>		<b>81</b>	<b>58,847</b>	<b>82.2%</b>	<b>27</b>	<b>33,220</b>	<b>65.9%</b>

\* Mid-State Endoscopy Center shut down operations during the 2022 reporting period.

No Project Impact on Davidson County ASTCs					
ASTC Facility Name	Location	Limitation on Scope of Service	2022 Dental/Oral Cases	2022 Total Surgical Cases	Dental/Oral Cases % of Total Cases
American Endoscopy Center (S)	Davidson	Endoscopy	0	498	0%
Associated Endoscopy (S)	Davidson	Endoscopy	0	6,163	0%
Baptist Ambulatory Surgery Center (M)	Davidson	None.	0	6,667	0%
Brentwood Surgery Center (M)	Davidson	None.	0	2,460	0%
Centennial Surgery Center (M)	Davidson	None.	0	7,331	0%
Delozier Surgery Center (S)	Davidson	Cosmetic	0	661	0%
Digestive Disease Endoscopy Center (S)	Davidson	Endoscopy	0	7,552	0%
Eye Surgery Center of Middle Tennessee (S)	Davidson	Ophthalmology	0	1,468	0%
Eye Surgery Center of Nashville (S)	Davidson	Ophthalmology	0	3,325	0%
Gurley Surgery Center (S)	Davidson	Gynecology	0	147	0%
Mid-State Endoscopy Center (M)*	Davidson	None.	--	--	--
Nashville Endo Surgery Center (S)	Davidson	Endoscopy	0	2,767	0%
Nashville Gastrointestinal Endoscopy Center (S)	Davidson	Endoscopy	0	2,326	0%
Nashville Vision Correction (S)	Davidson	Ophthalmology	0	149	0%
NFC Surgery Center (S)	Davidson	Infertility	0	978	0%
Northridge Surgery Center (M)	Davidson	None.	514	3,785	13.6%
Oral Facial Surgery Center (M)	Davidson	None.	2,850	3,663	77.8%
Planned Parenthood of TN and North Mississippi Memphis Region (S)	Davidson	Surgical Abortion	0	624	0%
Premier Orthopaedic Surgery Center (M)	Davidson	None.	0	2,036	0%
Premier Radiology Pain Management Center (S)	Davidson	Pain Management	0	1,488	0%
Saint Thomas Campus Surgicare (M)	Davidson	None.	0	6,368	0%
Saint Thomas Medical Group Endoscopy Center (S)	Davidson	Endoscopy	0	4,696	0%
Saint Thomas Surgery Center Midtown (M)	Davidson	None.	0	7,693	0%
Southern Endoscopy Center (S)	Davidson	Endoscopy	0	1,290	0%

Southern Joint Surgery Center (S)	Davidson	Orthopedics	0	25	0%
Summit Surgery Center (M)	Davidson	None.	335	5,036	6.7%
Tennessee Pain Surgery Center (S)	Davidson	Pain Management	0	6,864	0%
The Center for Assisted Reproductive Technologies (S)	Davidson	Infertility	0	261	0%
The Plastic Surgery Center Brentwood, LLC (S)	Davidson	Cosmetic Surgery	0	502	0%
Turner Surgery Center (S)	Davidson	Pain Management	0	87	0%
Urology Surgery Center (S)	Davidson	Urology	0	5,518	0%
Wesley Ophthalmic Plastic Surgery Center (S)	Davidson	Ophthalmology	0	1,253	0%
Surgicenter of Murfreesboro Medical Clinic (M)	Rutherford	None.	0	13,791	0%
Physicians Pavilion Surgery Center (M)	Rutherford	None.	483	2,551	18.9%
Middle Tennessee Ambulatory Surgery Center (M)	Rutherford	None.	67	9,410	0.7%
Mid-State Endoscopy Center (S)	Rutherford	Endoscopy	0	2,083	0%
Spine and Pain Physicians Surgery Center, LLC (S)	Rutherford	Pain Management	0	1,223	0%
New Salem Surgery Center (M)	Rutherford	None.	0	190	0%
Green Surgery Center (S)	Sumner	Ophthalmology	0	1,013	0%
Patient Partners, LLC (M)	Sumner	None.	20	5,995	0.3%
Indian Lake Surgery Center (M)	Sumner	None.	0	958	0%
Cool Springs Surgery Center (M)	Williamson	None.	0	10,141	0%
Vanderbilt-Ingram Cancer Center at Franklin (S)	Williamson	Radiology/Oncology	0	10,068	0%
Crossroads Surgery Center (S)	Williamson	Pain Management	0	1,769	0%
Franklin Endoscopy Center (M)	Williamson	None.	0	6,691	0%
Bone and Joint Institute of Tennessee Surgery Center, LLC (S)	Williamson	Orthopedics	0	3,380	0%
Lebanon Endoscopy Center (S)	Wilson	Endoscopy	0	2,194	0%
Providence Surgery Center (M)	Wilson	None.	0	2,486	0%



Lebanon Surgery Center (M)	Wilson	None.	0	4	0%
The Surgery Center of Middle Tennessee (M)	Maury	None.	0	6,840	0%
Vanderbilt-Ingram Cancer Center at Maury Regional Spring Hill (S)	Maury	Radiology/Oncology	0	7,921	0%
Spring Hill Surgery Center, LLC (M)	Maury	None.	0	1,510	0%

\* Mid-State Endoscopy Center shut down operations during the 2022 reporting period.

Facility Name (ASTC)	County	Single or Multi-Specialty	Most Recent 3 Years Reported			Total Dental / Oral Surgery 2020-2022 (% Change)
			Total Dental / Oral Surgery Cases 2020	Total Dental / Oral Surgery Cases 2021	Total Dental / Oral Surgery Cases 2022	
Northridge Surgery Center	Davidson	Multi-Specialty	535	489	514	-3.9%
Oral Facial Surgery Center	Davidson	Multi-Specialty	2,199	1,966	2,850	29.6%
Summit Surgery Center	Davidson	Multi-Specialty	172	288	335	94.8%
Centennial Surgery Center	Davidson	Multi-Specialty	49	0	0	-100%
Physicians Pavilion Surgery Center	Rutherford	Multi-Specialty	509	673	483	-5.1%
Middle Tennessee Ambulatory Surgery Center	Rutherford	Multi-Specialty	33	40	67	103%
Patient Partners, LLC	Sumner	Multi-Specialty	27	36	20	-25.9%
Cool Springs Surgery Center	Williamson	Multi-Specialty	1	0	0	-100%
<b>TOTAL</b>			<b>3,525</b>	<b>3,492</b>	<b>4,269</b>	<b>21.1%</b>

**REPLACEMENT ATTACHMENT 2NR**



**ATTACHMENT 3N**

Nashville Children's Surgery Center, LLC Demographic Characteristics of Service Area 2023-2027													
Tennessee Service Area Counties	Department of Health / Health Statistics							Bureau of the Census				TennCare	
	Current Total Population 2023	Projected Total Population 2027	Total Population % Change 2023-2027	Current Target Population Age 0-17 2023	Projected Target Population Age 0-17 2027	Projected Target Population Age 0-17 % Change 2023-2027	Projected Target Population As % of Projected Total Population 2027	Median Age	Median Household Income	Persons Below Poverty Level	Persons Below Poverty Level as % of Total Population	Current TennCare Enrollees Dec 2022	TennCare Enrollees as % of Current Total County or Zip Code Population
<b>Primary Service Area Counties</b>													
<i>Davidson</i>	722,445	742,241	2.7%	158,613	164,736	3.9%	22.2%	35.0	\$65,348	98,412	14.3%	161,818	22.4%
<i>Rutherford</i>	363,690	396,434	9.0%	88,632	96,018	8.3%	24.2%	34.6	\$78,201	33,559	10.2%	73,515	20.2%
<i>Sumner</i>	205,092	217,255	5.9%	46,499	48,849	5.1%	22.5%	40.5	\$70,092	18,752	9.8%	36,826	18.0%
<i>Williamson</i>	264,071	288,952	9.4%	66,969	71,729	7.1%	24.8%	40.2	\$117,927	9,420	3.9%	16,841	6.4%
<i>Wilson</i>	157,668	169,947	7.8%	35,836	38,136	6.4%	22.4%	40.8	\$80,960	11,931	8.4%	25,096	15.9%
<b>Primary Service Area Total</b>	<b>1,712,966</b>	<b>1,814,829</b>	<b>34.80%</b>	<b>396,549</b>	<b>419,468</b>	<b>30.80%</b>	<b>116.10%</b>	<b>38.22</b>	<b>\$82,505</b>	<b>172,074</b>	<b>46.60%</b>	<b>314,096</b>	<b>82.90%</b>
<b>Other Nashville MSA Counties</b>													
<i>Cannon</i>	15,125	15,426	2.0%	3,133	3,096	-1.2%	20.1%	40.8	\$54,223	2,434	17.2%	3,734	24.7%
<i>Cheatham</i>	41,692	42,304	1.5%	8,654	8,565	-1.0%	20.2%	40.4	\$69,132	4,129	10.2%	7,917	19.0%
<i>Dickson</i>	56,005	57,965	3.5%	12,254	12,512	2.1%	21.6%	39.2	\$61,388	5,788	10.8%	13,154	23.5%
<i>Hickman</i>	25,808	26,253	1.7%	5,088	5,008	-1.6%	19.1%	42.2	\$48,527	3,131	13.6%	6,769	26.2%
<i>Macon</i>	25,655	26,707	4.1%	6,204	6,432	3.7%	24.1%	38.6	\$43,605	4,414	18.0%	8,062	31.4%
<i>Maurry</i>	104,474	110,559	5.8%	23,609	24,950	5.7%	22.6%	39.9	\$68,840	8,775	9.0%	23,485	22.5%
<i>Robertson</i>	74,699	77,702	4.0%	17,056	17,582	3.1%	22.6%	39.9	\$65,139	8,635	12.1%	16,034	21.5%
<i>Smith</i>	20,651	21,065	2.0%	4,527	4,548	0.5%	21.6%	40.5	\$52,018	2,792	14.2%	5,147	24.9%
<i>Trousdale</i>	11,742	12,067	2.8%	2,240	2,229	-0.5%	18.5%	33.1	\$58,274	1,164	12.5%	2,334	19.9%
<b>Secondary Service Areas Total</b>	<b>375,851</b>	<b>390,048</b>	<b>27.40%</b>	<b>82,765</b>	<b>84,922</b>	<b>10.80%</b>	<b>190.40%</b>	<b>39.4</b>	<b>\$57,905</b>	<b>53,193</b>	<b>10.0%</b>	<b>111,732</b>	<b>20.9%</b>
<b>Primary and Secondary Service Areas Total</b>	<b>2,088,817</b>	<b>2,204,877</b>	<b>5.6%</b>	<b>479,314</b>	<b>504,390</b>	<b>5.2%</b>	<b>22.9%</b>	<b>38.6</b>	<b>\$71,552</b>	<b>213,336</b>	<b>10.2%</b>	<b>400,732</b>	<b>19.2%</b>
<b>State of Tennessee (TDH)</b>	<b>7,071,060</b>	<b>7,282,134</b>	<b>3.0%</b>	<b>1,550,759</b>	<b>1,586,614</b>	<b>2.3%</b>	<b>21.8%</b>	<b>39.2</b>	<b>\$59,695</b>	<b>955,929</b>	<b>14.3%</b>	<b>1,736,417</b>	<b>24.6%</b>

## ATTACHMENT LOS

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Dear Mr. Grant,

May 31, 2023

I am a dentist in Nashville, Tennessee. I've lived in Tennessee for 18 years, and I have 19 years of experience as a pediatric dentist. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential Operating Room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. I currently do not have privileges at an Ambulatory Surgery Center. I do have privileges at Vanderbilt Children's Hospital but cannot schedule a case for several months. I see about 20 patients who need OR dental services in an average month.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,



Mirna A. Caldwell, DMD  
Caldwell Pediatric Dentistry

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Dear Mr. Grant,

May 31, 2023

I am a dentist in Nashville, Tennessee. I've lived in Tennessee for 40 years, and I have 20 years of experience as a pediatric dentist. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential Operating Room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. I see about 30 patients who need OR dental services in the average month, and my scheduling wait times at the surgery center where I currently work are 5 months with a 12 case per month limit. I also have privileges at Vanderbilt Children's Hospital with my next available appointment being approximately 8 months from now. The current trend is to limit the number of dental cases in surgery centers or eliminate the service altogether. I have personally experienced this issue at 3 facilities where our service was discontinued completely.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Caldwell, DMD". The signature is fluid and cursive, with a small vertical line under the "d" in "DMD".

Robert F. Caldwell, DMD  
Caldwell Pediatric Dentistry



Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Mr. Grant,

May 30, 2023

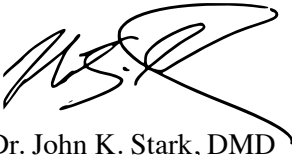
I am a Pediatric Dentist in Nashville and Johnson City Tennessee. I've lived in Tennessee for eight years, and I have 10 years of experience as a Pediatric Dentist. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential Operating Room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. I currently do not have a hospital or Ambulatory Surgery Center to which I can refer patients in the Nashville metro area or anywhere in the state with a wait time under 12 months. I see about 60 patients who need OR dental services in the average month.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,



Dr. John K. Stark, DMD  
Pediatric Dentist & Owner

Dental School Pediatric Dentistry  
3000 Business Park Circle, Suite 100  
Goodlettsville, TN 37072

and

Johnson City Pediatric Dentistry  
2333 Knob Creek Rd., Suite 12  
Johnson City, TN 37604



5055 Maryland Way, Suite 201  
Brentwood, TN 37027  
615.590.3430 P  
615. 432.5322 F  
www.trusttwice.com  
[hello@trusttwice.com](mailto:hello@trusttwice.com)

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Mr. Grant

May 30, 2023

My name is Tiffany Rangel and I am a pediatric dentist supporting the greater Nashville area. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential operating room dental services.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. I currently do not have a hospital or ambulatory surgery center where I can see younger patients, special needs, or TennCare patients who need restorative dentistry. On average, we see about 20 patients each month who require treatment to be completed in an operatory environment that are having to wait for treatment until, at this time, December 2023 and into January 2024 which is not an option for many families due to the presence of infections and broken teeth.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions, or other special needs. By reducing wait times and reducing the cost of care, this center enter will help ensure that all children in our community have the critical access to care that is currently missing. For these reasons, I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,

Dr. Tiffany Rangel  
Owner and Dentist  
Twice Pediatric Dentistry

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Dear Mr. Grant,

May 31, 2023

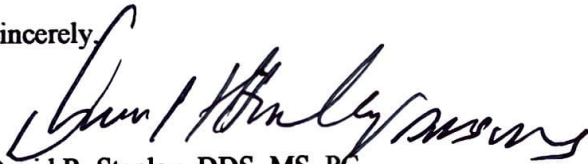
I am a pediatric dentist in Murfreesboro, Tennessee. I've lived in Tennessee for most of my life. I have 7 years of experience as a general dentist, and 24 years of experience as a pediatric dentist. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential Operating Room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a pediatric dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. My practice (4 pediatric dentists) sees around 50 patients in the OR a month with an average wait time of 6 months. The reason for the extended wait time is due to limited access to OR time in the Nashville and surrounding areas.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,



David R. Stanley, DDS, MS, PC  
Partner, Wild About Smiles! Pediatric Dentistry & Orthodontics  
614 E. Clark Blvd  
Murfreesboro, TN 37130

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

May 25, 2023

Dear Mr. Grant,

I am an endodontist in Nashville, Tennessee. I've lived in Tennessee for twenty years, and I have twelve years of experience as a dentist and endodontist. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential Operating Room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. As one of the few endodontists in town who is willing to see children, I know how difficult it is for the underserved population to find necessary care in a timely manner.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Phillip Faucette". The signature is fluid and cursive, with a long horizontal stroke at the end.

Phillip Faucette, DDS

Endodontist, Endodontic Associates

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Dear Mr. Grant,

I am a dentist in Murfreesboro, Tennessee. I've lived in Tennessee for over 25 years and have 22 years of experience as a general dentist. I am writing to express my support for Nashville Children's Surgery center and its mission to increase access to essential Operating Room dental services for patient whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. I currently refer to pediatric specialists who report having wait times up to 12 months for surgery centers in the Nashville metro area. I see approximately 25 patients in the average month who need OR dental services.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions, or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community can achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Robyn I. Atkinson". The signature is written in black ink and is positioned below the word "Sincerely,".

Robyn I. Atkinson, D.M.D.  
Dentist/Owner Atkinson Family Dentistry, P.C.  
2618 Merchants Walk  
Murfreesboro, TN 37128  
615-217-7878

Nashville Children's Surgery Center, LLC  
Demographic Characteristics of Service Area  
2023-2027

Tennessee Service Area Counties	Department of Health / Health Statistics							Bureau of the Census				TennCare	
	Current Total Population 2023	Projected Total Population 2027	Total Population % Change 2023-2027	Current Target Population Age 0-17 2023	Projected Target Population Age 0-17 2027	Projected Target Population Age 0-17 % Change 2023-2027	Projected Target Population As % of Projected Total Population 2027	Median Age	Median Household Income <sup>1</sup>	Persons Below Poverty Level <sup>2</sup>	Persons Below Poverty Level as % of Total Population <sup>3</sup>	Current TennCare Enrollees April 2023	TennCare Enrollees as % of Current Total County or Zip Code Population
<b>Primary Service Area Counties</b>													
Davidson	722,445	742,241	2.7%	158,613	164,736	3.9%	22.2%	35.0	\$66,047	102,601	15.0%	165,273	22.9%
Rutherford	363,690	396,434	9.0%	88,632	96,018	8.3%	24.2%	34.6	\$72,985	29,652	8.6%	75,776	20.8%
Sumner	205,092	217,255	5.9%	46,499	48,849	5.1%	22.5%	40.5	\$73,517	16,600	8.3%	37,953	18.5%
Williamson	264,071	288,952	9.4%	66,969	71,729	7.1%	24.8%	40.2	\$116,492	8,947	3.5%	17,341	6.6%
Wilson	157,668	169,947	7.8%	35,836	38,136	6.4%	22.4%	40.8	\$82,224	11,833	7.9%	25,943	16.5%
<b>Primary Service Area Total</b>	<b>1,712,966</b>	<b>1,814,829</b>	<b>34.80%</b>	<b>396,549</b>	<b>419,468</b>	<b>30.80%</b>	<b>116.10%</b>	<b>38.22</b>	<b>\$82,253</b>	<b>169,633</b>	<b>43.30%</b>	<b>322,286</b>	<b>85.30%</b>
<b>Other Nashville MSA Counties</b>													
Cannon	15,125	15,426	2.0%	3,133	3,096	-1.2%	20.1%	40.8	\$54,223	2,434*	17.2%*	3,843	25.4%
Cheatham	41,692	42,304	1.5%	8,654	8,565	-1.0%	20.2%	40.4	\$69,132	4,129*	10.2%*	8,086	19.4%
Dickson	56,005	57,965	3.5%	12,254	12,512	2.1%	21.6%	39.2	\$61,388	5,788*	10.8%*	13,505	24.1%
Hickman	25,808	26,253	1.7%	5,088	5,008	-1.6%	19.1%	42.2	\$48,527	3,131*	13.6%*	6,895	26.7%
Macon	25,655	26,707	4.1%	6,204	6,432	3.7%	24.1%	38.6	\$43,605	4,414*	18.0%*	8,210	32.0%
Mauzy	104,474	110,559	5.8%	23,609	24,950	5.7%	22.6%	39.9	\$66,353	10,694	10.3%	23,949	22.9%
Robertson	74,699	77,702	4.0%	17,056	17,582	3.1%	22.6%	39.9	\$67,597	8,228	11.2%	16,338	21.9%
Smith	20,651	21,065	2.0%	4,527	4,548	0.5%	21.6%	40.5	\$52,018	2,792*	14.2%*	5,241	25.4%
Trousdale	11,742	12,067	2.8%	2,240	2,229	-0.5%	18.5%	33.1	\$58,274	1,164*	12.5%*	2,414	20.6%
<b>Secondary Service Areas Total</b>	<b>375,851</b>	<b>390,048</b>	<b>27.40%</b>	<b>82,765</b>	<b>84,922</b>	<b>10.80%</b>	<b>190.40%</b>	<b>39.4</b>	<b>\$57,902</b>	<b>42,774</b>	<b>11.4%</b>	<b>88,481</b>	<b>23.5%</b>
<b>Primary and Secondary Service Areas Total</b>	<b>2,088,817</b>	<b>2,204,877</b>	<b>5.6%</b>	<b>479,314</b>	<b>504,390</b>	<b>5.2%</b>	<b>22.9%</b>	<b>38.6</b>	<b>\$70,078</b>	<b>212,407</b>	<b>10.2%</b>	<b>410,767</b>	<b>19.7%</b>
State of Tennessee (TDH)	7,071,060	7,282,134	3.0%	1,550,759	1,586,614	2.3%	21.8%	39.2	\$59,695	955,929	14.3%	1,774,749	25.1%

<sup>1</sup> Source: U.S. Census QuickFacts

<sup>2</sup> Source: U.S. Census American Community Survey S1701 | Poverty Status in the Past 12 Months 1-Year Estimates. County data with an “\*” denote counties with data from the 5-Year Estimates. Such counties did not have data in the 1-Year Estimates.

<sup>3</sup> Source: U.S. Census American Community Survey S1701 | Poverty Status in the Past 12 Months 1-Year Estimates. County data with an “\*” denote counties with data from the 5-Year Estimates. Such counties did not have data in the 1-Year Estimates.

**REPLACEMENT ATTACHMENT CSRR**

Attachment 5N-1

Facility Name (ASTC)	County	Single or Multi-Specialty	Most Recent 3 Years Reported			Total Dental / Oral Surgery 2020-2022 (% Change)
			Total Dental / Oral Surgery Cases 2020	Total Dental / Oral Surgery Cases 2021	Total Dental / Oral Surgery Cases 2022	
Northridge Surgery Center	Davidson	Multi-Specialty	535	489	514	-3.9%
Oral Facial Surgery Center	Davidson	Multi-Specialty	2,199	1,966	2,850	29.6%
Summit Surgery Center	Davidson	Multi-Specialty	172	288	335	94.8%
Centennial Surgery Center	Davidson	Multi-Specialty	49	0	0	-100%
Physicians Pavilion Surgery Center	Rutherford	Multi-Specialty	509	673	483	-5.1%
Middle Tennessee Ambulatory Surgery Center	Rutherford	Multi-Specialty	33	40	67	103%
Patient Partners, LLC	Sumner	Multi-Specialty	27	36	20	-25.9%
Cool Springs Surgery Center	Williamson	Multi-Specialty	1	0	0	-100%
<b>TOTAL</b>			<b>3,525</b>	<b>3,492</b>	<b>4,269</b>	<b>21.1%</b>



**Table 5N-2: 2020-2022 Utilization of Service Area County's ASTCs  
Which Have Authority to Offer Dental/Oral Surgery**

2022							
ASCs Able to Offer Dental/Oral Procedures	Location	Operating Rooms			Procedure Rooms		
		Number	Cases	% of Optimal Utilization Per Room (884 Cases)	Number	Cases	% of Optimal Utilization Per room (1,867 Cases)
Baptist Ambulatory Surgery Center (M)	Davidson	6	4,771	90.0%	1	3,207	171.8%
Brentwood Surgery Center (M)	Davidson	3	981	37.0%	2	1,479	39.6%
Centennial Surgery Center (M)	Davidson	6	4,872	91.9%	2	74	2.0%
Mid-State Endoscopy Center (M)*	Davidson	0	0	0%	0	0	0%
Northridge Surgery Center (M)	Davidson	5	5,596	126.6%	2	0	0%
Oral Facial Surgery Center (M)	Davidson	7	3,720	60.1%	0	0	0%
Premier Orthopaedic Surgery Center (M)	Davidson	2	2,498	141.3%	0	0	0%
Saint Thomas Campus Surgicare (M)	Davidson	6	5,142	96.9%	1	1,226	65.7%
Saint Thomas Surgery Center Midtown (M)	Davidson	10	6,900	78.1%	1	1,828	97.9%
Summit Surgery Center (M)	Davidson	5	4,367	98.8%	1	669	35.8%
Surgicenter of Murfreesboro Medical Clinic (M)	Rutherford	4	5,138	145.3%	3	8,653	154.5%
Physicians Pavilion Surgery Center (M)	Rutherford	4	1,964	55.5%	1	587	31.4%
Middle Tennessee Ambulatory Surgery Center (M)	Rutherford	6	6,248	117.8%	1	3,162	169.4%
New Salem Surgery Center (M)	Rutherford	2	161	9.1%	1	29	1.6%
Patient Partners, LLC (M)	Sumner	2	1,554	87.9%	2	4,441	118.9%
Indian Lake Surgery Center (M)	Sumner	2	918	51.9%	1	40	2.1%
Cool Springs Surgery Center (M)	Williamson	5	6,223	140.8%	2	3,918	104.9%
Franklin Endoscopy Center	Williamson	3	4,082	153.9%	2	2,609	69.9%
Providence Surgery Center	Wilson	2	2,214	125.2%	1	272	14.6%
Lebanon Surgery Center	Wilson	3	4	0.2%	1	0	0%
The Surgery Center of Middle Tennessee (M)	Maury	3	3,805	143.5%	1	3,035	162.6%
Spring Hill Surgery Center, LLC (M)	Maury	2	1,510	74.8%	1	0	0%
<b>Totals</b>		<b>88</b>	<b>72,668</b>	<b>93.4%</b>	<b>27</b>	<b>35,229</b>	<b>69.9%</b>

2021							
ASCs Able to Offer Dental/Oral Procedures	Location	Operating Rooms			Procedure Rooms		
		Number	Cases	% of Optimal Utilization Per Room (884 Cases)	Number	Cases	% of Optimal Utilization Per room (1,867 Cases)
Baptist Ambulatory Surgery Center (M)	Davidson	6	4,623	87.2%	1	5,406	289.6%
Brentwood Surgery Center (M)	Davidson	3	0	0%	2	110	2.9%
Centennial Surgery Center (M)	Davidson	6	5,626	106.1%	2	1,543	41.3%
Mid-State Endoscopy Center (M)	Davidson	0	0	0%	2	792	21.2%
Northridge Surgery Center (M)	Davidson	5	5,551	125.6%	2	4	0.1%
Oral Facial Surgery Center (M)	Davidson	0	0	0%	3	2,096	37.4%
Premier Orthopaedic Surgery Center (M)	Davidson	2	1,711	96.8%	0	0	0%
Saint Thomas Campus Surgicare (M)	Davidson	6	5,878	110.8%	1	1,754	93.9%
Saint Thomas Surgery Center Midtown (M)	Davidson	10	6,837	77.3%	1	1,285	68.8%
Summit Surgery Center (M)	Davidson	5	4,312	97.6%	1	658	35.2%
Surgicenter of Murfreesboro Medical Center (M)	Rutherford	4	4,442	125.6%	3	7,209	128.7%
Physicians of Pavilion Surgery Center (M)	Rutherford	4	1,788	50.6%	1	676	36.2%
Middle Tennessee Ambulatory Surgery Center (M)	Rutherford	6	5,822	109.8%	1	3,044	163%
Patient Partners, LLC	Sumner	2	1,170	66.2%	2	4,742	127%
Indian Lake Surgery Center	Sumner	2	1,009	57.1%	1	6	0.3%
Cool Springs Surgery Center	Williamson	5	5,495	124.3%	2	4,682	125.4%
Franklin Endoscopy Center	Williamson	3	2,085	78.6%	2	2,332	62.5%
Providence Surgery Center	Wilson	2	1,060	60%	1	516	27.6%
The Surgery Center of Middle Tennessee (M)	Maury	3	3,391	127.9%	1	1,590	85.2%
Spring Hill Surgery Center, LLC (M)	Maury	2	1,290	73%	1	0	0%
<b>Totals</b>		<b>76</b>	<b>62,090</b>	<b>92.4%</b>	<b>30</b>	<b>38,445</b>	<b>68.6%</b>
2020							
ASCs Able to Offer Dental/Oral Procedures	Location	Operating Rooms			Procedure Rooms		
		Number	Cases	% of Optimal	Number	Cases	% of Optimal

				Utilization Per Room (884 Cases)			Utilization Per room (1,867 Cases)
Baptist Ambulatory Surgery Center (M)	Davidson	6	4,448	83.9%	1	4,552	243.8%
Brentwood Surgery Center (M)	Davidson	4	128	3.6%	0	0	0%
Centennial Surgery Center (M)	Davidson	6	5,086	95.9%	2	1,234	33.0%
Mid-State Endoscopy Center (M)	Davidson	0	0	0%	2	2,784	74.6%
Northridge Surgery Center (M)	Davidson	5	3,134	70.9%	2	0	0%
Oral Facial Surgery Center (M)	Davidson	3	2,331	87.9%	0	0	0%
Premier Orthopaedic Surgery Center (M)	Davidson	2	1,463	82.7%	0	0	0%
Saint Thomas Campus Surgicare (M)	Davidson	6	5,670	106.9%	1	1,588	85.1%
Saint Thomas Surgery Center Midtown (M)	Davidson	10	6,382	72.2%	1	428	22.9%
Summit Surgery Center (M)	Davidson	5	4,037	91.3%	1	525	28.1%
Surgicenter of Murfreesboro Medical Center (M)	Rutherford	4	4,490	127%	3	6,733	120.2%
Physicians Pavilion Surgery Center (M)	Rutherford	4	1,311	37.1%	1	857	45.9%
Middle Tennessee Ambulatory Surgery Center (M)	Rutherford	6	5,719	107.8%	1	2,069	110.8%
Patient Partners, LLC (M)	Sumner	2	1,037	58.7%	4	3,467	46.4%
Indian Lake Surgery Center	Sumner	2	1,017	57.5%	1	14	0.7%
Cool Springs Surgery Center	Williamson	5	4,644	105.1%	2	3,887	104.1%
Franklin Endoscopy Center	Williamson	3	2,683	101.2%	2	2,725	73%
Providence Surgery Center	Wilson	3	1,224	46.2%	1	617	33%
The Surgery Center of Middle Tennessee	Maury	3	2,718	102.5%	1	1,740	93.2%
Spring Hill Surgery Center, LLC	Maury	2	1,325	74.9%	1	0	0%
<b>Totals</b>		<b>81</b>	<b>58,847</b>	<b>82.2%</b>	<b>27</b>	<b>33,220</b>	<b>65.9%</b>

\* Mid-State Endoscopy Center shut down operations during the 2022 reporting period.

Table 5N-3: No Project Impact on Davidson County ASTCs					
ASTC Facility Name	Location	Limitation on Scope of Service	2022 Dental/Oral Cases	2022 Total Surgical Cases	Dental/Oral Cases % of Total Cases
American Endoscopy Center (S)	Davidson	Endoscopy	0	498	0%
Associated Endoscopy (S)	Davidson	Endoscopy	0	6,163	0%
Baptist Ambulatory Surgery Center (M)	Davidson	None.	0	6,667	0%
Brentwood Surgery Center (M)	Davidson	None.	0	2,460	0%
Centennial Surgery Center (M)	Davidson	None.	0	7,331	0%
Delozier Surgery Center (S)	Davidson	Cosmetic	0	661	0%
Digestive Disease Endoscopy Center (S)	Davidson	Endoscopy	0	7,552	0%
Eye Surgery Center of Middle Tennessee (S)	Davidson	Ophthalmology	0	1,468	0%
Eye Surgery Center of Nashville (S)	Davidson	Ophthalmology	0	3,325	0%
Gurley Surgery Center (S)	Davidson	Gynecology	0	147	0%
Mid-State Endoscopy Center (M)*	Davidson	None.	--	--	--
Nashville Endo Surgery Center (S)	Davidson	Endoscopy	0	2,767	0%
Nashville Gastrointestinal Endoscopy Center (S)	Davidson	Endoscopy	0	2,326	0%
Nashville Vision Correction (S)	Davidson	Ophthalmology	0	149	0%
NFC Surgery Center (S)	Davidson	Infertility	0	978	0%
Northridge Surgery Center (M)	Davidson	None.	514	3,785	13.6%
Oral Facial Surgery Center (M)	Davidson	None.	2,850	3,663	77.8%
Planned Parenthood of TN and North Mississippi Memphis Region (S)	Davidson	Surgical Abortion	0	624	0%
Premier Orthopaedic Surgery Center (M)	Davidson	None.	0	2,036	0%
Premier Radiology Pain Management Center (S)	Davidson	Pain Management	0	1,488	0%
Saint Thomas Campus Surgicare (M)	Davidson	None.	0	6,368	0%
Saint Thomas Medical Group Endoscopy Center (S)	Davidson	Endoscopy	0	4,696	0%
Saint Thomas Surgery Center Midtown (M)	Davidson	None.	0	7,693	0%
Southern Endoscopy Center (S)	Davidson	Endoscopy	0	1,290	0%

Southern Joint Surgery Center (S)	Davidson	Orthopedics	0	25	0%
Summit Surgery Center (M)	Davidson	None.	335	5,036	6.7%
Tennessee Pain Surgery Center (S)	Davidson	Pain Management	0	6,864	0%
The Center for Assisted Reproductive Technologies (S)	Davidson	Infertility	0	261	0%
The Plastic Surgery Center Brentwood, LLC (S)	Davidson	Cosmetic Surgery	0	502	0%
Turner Surgery Center (S)	Davidson	Pain Management	0	87	0%
Urology Surgery Center (S)	Davidson	Urology	0	5,518	0%
Wesley Ophthalmic Plastic Surgery Center (S)	Davidson	Ophthalmology	0	1,253	0%
Surgicenter of Murfreesboro Medical Clinic (M)	Rutherford	None.	0	13,791	0%
Physicians Pavilion Surgery Center (M)	Rutherford	None.	483	2,551	18.9%
Middle Tennessee Ambulatory Surgery Center (M)	Rutherford	None.	67	9,410	0.7%
Mid-State Endoscopy Center (S)	Rutherford	Endoscopy	0	2,083	0%
Spine and Pain Physicians Surgery Center, LLC (S)	Rutherford	Pain Management	0	1,223	0%
New Salem Surgery Center (M)	Rutherford	None.	0	190	0%
Green Surgery Center (S)	Sumner	Ophthalmology	0	1,013	0%
Patient Partners, LLC (M)	Sumner	None.	20	5,995	0.3%
Indian Lake Surgery Center (M)	Sumner	None.	0	958	0%
Cool Springs Surgery Center (M)	Williamson	None.	0	10,141	0%
Vanderbilt-Ingram Cancer Center at Franklin (S)	Williamson	Radiology/Oncology	0	10,068	0%
Crossroads Surgery Center (S)	Williamson	Pain Management	0	1,769	0%
Franklin Endoscopy Center (M)	Williamson	None.	0	6,691	0%
Bone and Joint Institute of Tennessee Surgery Center, LLC (S)	Williamson	Orthopedics	0	3,380	0%
Lebanon Endoscopy Center (S)	Wilson	Endoscopy	0	2,194	0%
Providence Surgery Center (M)	Wilson	None.	0	2,486	0%

Lebanon Surgery Center (M)	Wilson	None.	0	4	0%
The Surgery Center of Middle Tennessee (M)	Maury	None.	0	6,840	0%
Vanderbilt-Ingram Cancer Center at Maury Regional Spring Hill (S)	Maury	Radiology/Oncology	0	7,921	0%
Spring Hill Surgery Center, LLC (M)	Maury	None.	0	1,510	0%

\* Mid-State Endoscopy Center shut down operations during the 2022 reporting period.

**Table 5N-4: Hospital Utilization in Project's Tennessee Service Area Hospital's Surgery Cases (2019-2021)**

TDOH Facility Identifier	Hospital	Location	Total 2019 Cases	Total 2020 Cases	Total 2021 Cases	Total Cases % Change 2019-2021	2021 Inpatient and Outpatient Dental/ Oral Cases	2021 Inpatient and Outpatient Dental/ Oral Cases as % of All Cases	2021 Outpatient Dental/ Oral Cases	2021 Outpatient Dental/ Oral Cases as % of All Cases
19214	TriStar Southern Hills Medical Center	Davidson	5,917	4,735	5,287	-10.6%	0	0%	0	0%
19234	TriStar Skyline Madison Campus	Davidson	0	0	0	0%	0	0%	0	0%
19244	Metropolitan Nashville General Hospital	Davidson	2,692	2,124	2,563	-4.8%	27	1.1%	17	0.7%
19254	Saint Thomas Midtown Hospital	Davidson	18,289	16,197	17,539	-4.1%	15	0.1%	5	0.0%
19274	Saint Thomas West Hospital	Davidson	14,288	12,415	12,932	-9.5%	69	0.5%	2	0.0%
19284	Vanderbilt University Medical Center	Davidson	76,672	72,374	83,567	9.0%	1,782	2.1%	1,356	1.6%
19324	TriStar Centennial Medical Center	Davidson	42,522	39,637	44,668	5.0%	413	0.9%	213	0.5%
19334	TriStar Skyline Medical Center	Davidson	8,719	7,655	8,569	-1.7%	0	0%	0	0%
19344	TriStar Summit Medical Center	Davidson	7,340	6,425	7,062	-3.8%	73	1.0%	72	1.0%
19354	Saint Thomas Hospital for Specialty Surgery	Davidson	4,394	4,037	4,391	-0.1%	472	10.7%	432	9.8%
19404	Middle Tennessee Mental Health Institute	Davidson	0	0	0	0%	0	0%	0	0%
19414	Ascension Saint Thomas Behavioral Health Hospital <sup>1</sup>	Davidson	0	0	0	0%	0	0%	0	0%
19764	Vanderbilt Stallworth Rehabilitation Hospital	Davidson	0	0	0	0%	0	0%	0	0%
19784	Select Specialty Hospital - Nashville	Davidson	0	0	0	0%	0	0%	0	0%
19754	Curahealth Nashville <sup>2</sup>	Davidson	30	0	0	-100%	0	0%	0	0%
75214	Saint Thomas Rutherford Hospital	Rutherford	14,375	13,903	14,688	2.2%	31	0.2%	28	0.2%
75234	TriStar StoneCrest Medical Center	Rutherford	8,157	7,178	8,595	5.1%	17	0.2%	15	0.2%
75254	Trustpoint Hospital	Rutherford	0	0	0	0%	0	0%	0	0%
83204	Portland Medical Center	Sumner	0	0	0	0%	0	0%	0	0%
83244	Sumner Regional Medical Center	Sumner	7,002	5,731	6,091	-13.0%	260	4.3%	260	4.3%
83254	TriStar Hendersonville Medical Center	Sumner	7,570	7,772	8,930	18.0%	46	0.5%	42	0.5%
94234	Williamson Medical Center	Williamson	16,284	16,164	15,413	-5.3%	0	0%	0	0%
94404	Rolling Hills Hospital	Williamson	0	0	0	0%	0	0%	0	0%
94804	Encompass Health Rehab Hospital of Franklin	Williamson	0	0	0	0%	0	0%	0	0%
95204	Vanderbilt Wilson County Hospital	Wilson	0	0	0	0%	0	0%	0	0%
95224	Vanderbilt Wilson County Hospital	Wilson	4,410	4,223	4,103	-7.0%	21	0.5%	21	0.5%

<sup>1</sup> Ascension Saint Thomas Behavioral Health Hospital opened during the 2021 reporting period.

<sup>2</sup> Curahealth Nashville did not submit a Joint Annual Report after the 2019 reporting period.

08214	Saint Thomas Stones River Hospital, LLC	Cannon	0	0	0	0%	0	0%	0	0%
11204	TriStar Ashland City Medical Center	Cheatham	49	0	0	-100%	0	0%	0	0%
22204	TriStar Horizon Medical Center	Dickson	4,848	4,710	3,766	-22.3%	115	3.1%	107	2.8%
41214	Saint Thomas Hickman Hospital	Hickman	205	205	179	-12.7%	0	0%	0	0%
56204	Macon Community Hospital	Macon	460	228	310	-32.6%	0	0%	0	0%
60224	Maury Regional Hospital	Maury	19,698	17,625	17,764	-9.8	0	0%	0	0%
60404	Behavioral Healthcare Center at Columbia	Maury	0	0	0	0%	0	0%	0	0%
60414	Pinewood Springs <sup>3</sup>	Maury	0	0	0	0%	0	0%	0	0%
74214	NorthCrest Medical Center <sup>4</sup>	Robertson	5,382	5,009	5,160	-4.1%	0	0%	0	0%
80214	Riverview Regional Medical Center	Smith	883	753	1,025	16.1%	0	0%	0	0%
85214	Trousdale Medical Center	Trousdale	0	0	0	0%	0	0%	0	0%
	<b>Total</b>		<b>270,186</b>	<b>249,100</b>	<b>272,602</b>	<b>0.9%</b>	<b>3,341</b>	<b>1.6%</b>	<b>2,570</b>	<b>0.9%</b>

<sup>3</sup> Pinewood Springs opened after the 2019 reporting period, so it did not submit a 2019 Joint Annual Report.

<sup>4</sup> NorthCrest Medical Center noted on its 2019, 2020, and 2021 Joint Annual Reports that it was unable to break out its surgical procedures by type of procedure.



**REPLACEMENT ATTACHMENT 2CR**

## Commercial Insurance

Affiliates of the applicant operating ASTCs in other states accept all major commercial insurance products, and anticipate for this facility in Tennessee those will include:

Aetna

Blue Cross Blue Shield of Tennessee

United

Humana

Cigna

Delta Dental



State of Tennessee  
Health Facilities Commission  
Andrew Jackson Building, 9<sup>th</sup> Floor  
www.tn.gov/hsda Phone: 615-741-2364/Fax: 615-741-9884

June 7, 2023

**SUPPLEMENTAL RESPONSE FROM APPLICANT ON JULY 7, 2023**

Michael D. Brent  
Bradley, Arant, Boult, Cummings, LLP  
1600 Division Street, Suite 700  
Nashville, TN 37203

RE: Certificate of Need Application CN2305-015  
Nashville Children's Surgery Center, LLC

Dear Mr. Brent:

This will acknowledge our June 1, 2023, receipt of your application for a Certificate of Need for the establishment of an ambulatory surgical treatment center (ASTC) limited to the performance of general dentistry and oral surgery. The proposed facility will have 3 operating rooms and will be located at 647 Myatt Drive, Madison (Davidson County), TN 37115.

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

**Please submit responses via email by 4:30 p.m., June 13, 2023.** If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.

---

**1. Item 7A., Ownership**

Please include a description of 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 in response to this item.

The organizational chart included with Attachment 1E. However, the chart should be included with Attachment 7A. Please revise and resubmit Attachment 7A (labeled as Attachment 7AR.)

**Response:**

Please see replacement Attachment 7A (labeled as Attachment 7AR) for the organizational chart which shows the applicant and its affiliates, including the "upstream" ownership percentages for all members with an ownership of 5% or more.

**2. Item 8A., Management/Operating Entity**

Please identify any other ASTC facilities which are managed by Capital Children's Management, LLC.

**Response:**

Affiliates of the applicant, Capital Children's Surgery Center, Baltimore Children's Surgery Center, and Encino Children's Surgery Center, as noted on Attachment 7AR, currently have operations in Maryland (2) and California, all of which are managed by Capital Children's Management, LLC.

**3. Item 9A., Legal Interest in the Site**

The attached lease document is not executed and does not include an effective date. Please submit a revised Attachment 9A (labeled as Attachment 9AR).

**Response:**

Please see replacement Attachment 9A (labeled as Attachment 9AR) for the fully executed lease agreement (with an effective date).

**4. Item 1E., Executive Summary - Overview**

Will the ASTC facility be open-staffed? If not, which practice groups / surgeons will operate at the proposed facility?

Where are patient referrals projected to come from for the facility?

What operations or affiliations does the applicant have in the service area counties currently?

Please discuss the types of surgical procedures that will be performed in the proposed ASTC.

Please provide a list of most common procedures by CPT code for the facility.

Please discuss the reasoning behind the use of operating rooms vs. procedure rooms. What percentage of cases are projected to require general and/or Monitored Anesthesia Care (MAC)?

Are there any existing operating rooms in the service area, either ASTC or hospital based which specialize in general dentistry and oral surgery for pediatric patients?

**Response:**

The applicant anticipates the facility will be limited to dentists and oral surgeons. The applicant anticipates that such dentists and oral surgeons operating at the facility will include some who are affiliated with Nashville Children's General Anesthesia Dentistry, PLLC ("NC GAD"), a profession dental practice. 10 dentists and oral surgeons have now provided letters of support for the facility (7 of which were included as a part of Attachment LOS- please see replacement Attachment LOS-R, labeled as "Attachment LOS-R," which now collectively includes 10 letters of support, including both the 7 attached to the applicant's original application plus 3 more letters received by the applicant since the original application was submitted).

As well as some of the dentists and oral surgeons providing the letters of support, the applicant anticipates a substantial number of additional dentists and oral surgeons will either seek to operate at the facility or refer some of their patients to dentists and oral surgeons affiliated with NC GAD to perform the surgeries at the facility. As a proposed new ASTC provider, facility-specific TennCare rates cannot be negotiated until the applicant has received its license and has begun to provide surgical services to patients, but the applicant's diligence process (which has been successfully implemented at other facilities of the applicant (either currently operating or under development), has identified gaps in pediatric dental care that requires general anesthesia in Nashville and the surrounding area. That process allows the applicant to utilize governmental databases, such as [www.insurekidsnow.gov](http://www.insurekidsnow.gov), to identify potential referral dentists in the area, primarily dental offices accepting children on Medicaid plans, including TennCare, highlighting over 350 potential referral sources, over 40 of which have provided information that was utilized to estimate and extrapolate revenues for the facility.

The applicant notes that one of the support letters is from Dr. Horton Li, who will be a contractor for NC GAD performing dental surgery at the applicant's

proposed facility. As Dr. Li notes in his support letter, he will also be available to provide dental surgeries from dentists who refer their patients to NC GAD for surgery at the applicant's specialty facility, for a variety of reasons (including many dentists who have a full office practice and prefer to refer a patient who needs dental surgery to someone such as Dr. Li).

NC GAD is owned by Dr. Joseph Field, a dentist who also is an owner of CCDC Professionals, LLC (dba Capital Children's General Anesthesia Dentistry, or CC GAD), a professional dental practice in Maryland which works closely with the applicant's Maryland affiliate, Capital Children's Surgery Center. Like CC GAD, NC GAD has a mission to increase access to care for dental patients, primarily children, who cannot obtain care in traditional settings. Like CC GAD, NC GAD will exclusively treat dental patients under general anesthesia in an OR setting, and will not perform routine dental care outside of an ASTC/OR setting, and will provide routine services to any patients. Like the applicant's facility proposed in this application, the applicant's similar facility in Maryland provides dental surgery for young children who are not mature enough to "sit still" while their dental work is completed, so that work cannot be done in a traditional dental setting, as well as patients with special needs and/or a mental or physical limitation to their treatment (such as Alzheimer's and other forms of dementia)."

As noted in the preceding paragraphs, patient referrals to the facility are projected to come from a variety of dentists and oral surgeons, including those providing the letters of support included as Attachment LOS-R, as well other dentists and oral surgeons in the area who do not typically provide services to their patients in an OR setting, but will refer their patients who need dental or oral surgery in an OR setting to a dentist or oral surgeon who will utilize the ORs in the facility (including those practicing with NC GAD). Such dentists will include pediatric dentists and general dentists with patients who cannot be treated in a traditional setting due to age, maturity or special needs, with a special focus on patients who are TennCare recipients.

Affiliates of the applicant, Capital Children's Surgery Center, Baltimore Children's Surgery Center, and Encino Children's Surgery Center, as noted on Attachment 7AR, currently have operations in Maryland (2) and California, but the applicant and its affiliates do not yet have any operations in the service area counties.

The types of surgical procedures that will be performed in the facility will all be limited to dental and oral surgeries, including the following (with applicable CPT codes shown in parentheses): Dental Restorations (D2330, D2331, D2332, D2333, D2334, D2335, D2390, D2391, D2392, D2393, and similar procedures), Extractions (D7140, D7210, D7220, D7230, D7240, D7241, and similar

procedures), Crowns (D2930, D2931, D2934, and similar procedures), Endodontics (D3310, D3320, D3330, D3220, and similar procedures), cleanings and fluoride treatments (D1120, D1120, D1206, and similar procedures), as well as adjunctive procedures related to these services (i.e., obtain x-rays if the dentist could not obtain them before treatment, as sometimes a patient may try to bite the provider or become combative, requiring such x-rays to be taken after the patient has been sedated).

As to the reasoning behind the use of operating rooms vs. procedure rooms, all of the anticipated cases will be performed under general anesthesia, making such cases more appropriate in for an operating room than a procedure room (data at <https://dhlrapps.health.tn.gov/FacilityListings> indicates there are currently 150 ASTCs licensed in Tennessee, and a review of the "MasterFile" Joint Annual Report (JAR) from the Department's Health Statistics Division for 2022 indicates only 14 of those 150 facilities performed "Dental/Oral Surgery," and 13 of those 14 facilities listed all their Dental/Oral Surgery cases in an operating room rather than a procedure room). The applicant would also note that the building where the facility will be located was previously used as an ASTC, and the operating rooms are already in existence. While 3 of those operating rooms will initially be updated and refurbished, including the addition of equipment needed for dental and oral surgeries, the interior construction contemplated for the building does not include the movement of walls, etc.

As noted above, one hundred percent (100%) of the cases are projected to require general and/or Monitored Anesthesia Care (MAC), which requires the utilization of an ASTC rather than an office setting.

As to existing operating rooms in the service area the applicant is not aware of any hospital based operating rooms which specialize in general dentistry and oral surgery for pediatric patients. While the applicant is aware of a very small number of ASTCs who do dental and oral surgery cases (only 6 of 53 ASTCs listed in the service area on Joint Annual Reports for 2022), all 6 are "Multi-Specialty" ASTCs, and only 1 of the 6 served a large percentage of patients in the 0-17 age category, with the other 5 having between approximately 80-92% of patients aged 18 or over (approximately 77% of the patients of Oral Facial Surgery Center in Nashville were in the 0-17 age category, but they do not appear to all be pediatric dental and oral surgery patients as that facility also listed cases in the areas of ophthalmology, gynecology, podiatry, cosmetic surgery and general surgery).

## 5. Item 2N. Service Area

Identify the proposed service area and provide justification for its reasonableness. Submit a county level map for the Tennessee portion and counties bordering 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.

Please complete the required projected utilization table by patient origin.

**Response:**

Please see replacement Page 7R and replacement Attachment 2NR

**6. Item 3N. Demographics**

Describe the demographics of the population to be served by the proposal.

The demographic data provided in Attachment 3N appears to contain errors or outdated information for the following items:

- **Median Household Income:** Davidson, Rutherford, Sumner, Williamson, Wilson, Maury and Robertson Counties.
- **Persons Below Poverty Level:** All counties including State of Tennessee as a whole.
- **Current TennCare Enrollees and TennCare Enrollees as a % of the Current Total Population:** Please utilize the most current available month in the response.

Please revise and resubmit Attachment 3N (labeled as Attachment 3NR).

**Response:**

Please see replacement Attachment 3N (labeled as Attachment 3NR)

**7. Item 4N. Special Needs of the Service Area Population**

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



**Response:**

The facility is designed to increase access to care for patients who otherwise have limited access to care due to (1) geography, (2) service lines, (3) patient population, (4) finances, and (5) language barriers. As to an elaboration on each of those:

1. The proposed facility will be located in an area that is close to transportation thoroughfares and will enable easy access to patients both in Nashville and those in more rural locations.
2. The proposed facility will accept patients who cannot get treated in other locations because the other facilities do not accept dental patients (e.g. most hospitals and ASCs), are not equipped to treat them (e.g. traditional dental offices) or do not prioritize dental patients (e.g. hospitals and other ASCs who have dentists on staff, but do not have sufficient OR time to allocate to the dentists).
3. The proposed facility will accept all children ages 2 and above. Young children require specialized care and training from providers, so not all facilities are able to accept them. The facility will also accept patients with special needs, patients with dementia/Alzheimers, or other mental or physical conditions that prevent them from being able to be treated in a traditional dental setting and require general anesthesia.
4. The proposed facility will make care more financially accessible. Historically, over 85% of patients treated at facilities operated by affiliates of the applicant are covered by Medicaid, and the applicant expects this to be the case for the Nashville facility as well. The facility plans to accept all major commercial insurances, and for patients who are uninsured will charge the equivalent of TennCare/Medicaid rates.
5. The facility will have scheduling staff who are bilingual available to be able to communicate with patients. In facilities operated by affiliates of the applicant approximately 50% of the patients who speak Spanish as their native language, so the applicant will assure that the patient population feels comfortable and can communicate with staff members.

The applicant would also note that of the 493,178 patients receiving services in 2022 at the 150 ASTCs licensed in Tennessee, 26,343 of those patients were in the 0-17 age category. Of those 493,178 total patients 398,516 were listed as white and 94,625, or 19%, were listed as non-white ("black" or "other"), while of those 26,343 total patients aged 0-17 19,194 were listed as white and 12,149, or 46%, were listed as non-white, indicating racial and ethnic minorities will account for a substantial portion of the children who will be patients of the proposed ASTC.

**8. Item 5N. Service Area Historical Utilization**

Attachment CS is noted. However, the data provided appears to be in response to Item 5N and does not include utilization data for the full-service area. Utilization data should be included for all service area counties. The response to Item 5N should also include a description of the existing and approved but unimplemented services of similar healthcare providers in the service area as well as discussion of the utilization and/or occupancy trends for each of the most recent three years of data available for this type of project.

Please complete the following table:

Facility Name (ASTC)	County	Single or Multi-Specialty	Most Recent 3 Years Reported			Total Dental / Oral Surgery 2020-2022 (% Change)
			Total Dental / Oral Surgery Cases 2020	Total Dental / Oral Surgery Cases 2021	Total Dental / Oral Surgery Cases 2022	
<i>Add Rows as Necessary</i>						
<b>TOTAL</b>						

Please provide any revised data related to Item 5N labeled as either Attachment 5N or incorporated into the main application response to Item 5N.

Please revise all relevant sections of the application related to the historical utilization of the service area.

**Response:**

Please see replacement Attachment CSR

**9. Item 6N. Applicant’s Historical and Projected Utilization**

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

**Response:**

Please see Attachment 6N

**10. Item 2C. Commercial Insurance**

Please provide a copy of the referenced Attachment 2C.

**Response:**

Please see replacement Attachment 2CR.

**11. Item 3C. Effects of Competition / Duplication**

Please provide a more detailed response to this item describing 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 in a supplemental response.

**Response:**

Please see Attachment 3C.

**12. Item 4C. Human Resources**

Please provide a more detailed response to this item as the project will require 22 FTE staff positions. 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.

**Response:**

Please see Attachment 4C.

**13. Item 6C. Projected Data Chart**

Please complete Item 6C. Revise and resubmit Page 10 (labeled as Page 10R.)

**Response:**

Please see replacement Page 10R

**14. Item 7C. Projected Charges**

Please complete Item 7C. Revise and resubmit Page 11 (labeled as Page 11R.)

**Response:**

Please see replacement Page 11R

**15. Item 8C. Proposed Charges**

Please complete Item 8C and submit the referenced Attachment 8C.

**Response:**

Please see Attachment 8C.

**16. Item 9C. Comparison of Charges**

Please complete Item 9C and submit the referenced Attachment 9C.

**Response:**

Please see Attachment 9C.

**17. Item 10C. Payor Mix**

Please complete Item 10C. Revise and resubmit Page 11 (labeled as Page 11R.)

**Response:**

Please see replacement Page 11R

**18. Project Completion Forecast Chart**

Please list the number of Days Required in the Project Completion Forecast Chart as the cumulative number of days needed to reach each milestone from the HFC decision date. Please revise and resubmit Page 14 (labeled as Page 14R).

**Response:**

Please see replacement Page 14R

*Please respond to the following service specific criteria questions as an attachment labeled Attachment 1N-Supplemental #1.*

**19. Item 1N – ASTC Criteria and Standards**

Please provide a response to all criteria and standards for ambulatory surgical treatment centers. Please label the Attachment as Attachment 1N.

**Response:**

Please see Attachment 1N.

Mr. Michael Brent  
June 7, 2023  
Page 11

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after initial written notification is given to the applicant by the agency staff that the application is deemed incomplete, the application shall be deemed void." **For this application the sixtieth (60<sup>th</sup>) day after written notification is August 7, 2023. If this application is not deemed complete by this date, the application will be deemed void.** Agency Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 0720-10-.03 and requires an additional filing fee." Please note that supplemental information must be submitted timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

If all supplemental information is not received and the application officially deemed complete prior to the beginning of the next review cycle, then consideration of the application could be delayed into a later review cycle. The review cycle for each application shall begin on the fifteenth day of the month after the application has been deemed complete by the staff of the Health Facilities Commission.

Any communication regarding projects under consideration by the Health Facilities Commission shall be in accordance with T.C.A. ' 68-11-1607(d):  
No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency.

Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

Should you have any questions or require additional information, please do not hesitate to contact this office.

Sincerely,

Thomas Pitt  
HFC Health Planner

Enclosure

## REPLACEMENT ATTACHMENT LOS

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Dear Mr. Grant,

May 31, 2023

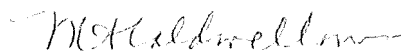
I am a dentist in Nashville, Tennessee. I've lived in Tennessee for 18 years, and I have 19 years of experience as a pediatric dentist. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential Operating Room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. I currently do not have privileges at an Ambulatory Surgery Center. I do have privileges at Vanderbilt Children's Hospital but cannot schedule a case for several months. I see about 20 patients who need OR dental services in an average month.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,



Mirna A. Caldwell, DMD  
Caldwell Pediatric Dentistry

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Dear Mr. Grant,

May 31, 2023

I am a dentist in Nashville, Tennessee. I've lived in Tennessee for 40 years, and I have 20 years of experience as a pediatric dentist. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential Operating Room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. I see about 30 patients who need OR dental services in the average month, and my scheduling wait times at the surgery center where I currently work are 5 months with a 12 case per month limit. I also have privileges at Vanderbilt Children's Hospital with my next available appointment being approximately 8 months from now. The current trend is to limit the number of dental cases in surgery centers or eliminate the service altogether. I have personally experienced this issue at 3 facilities where our service was discontinued completely.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,



Robert F. Caldwell, DMD  
Caldwell Pediatric Dentistry



Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Mr. Grant,

May 30, 2023

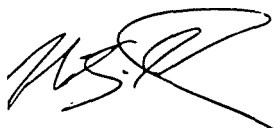
I am a Pediatric Dentist in Nashville and Johnson City Tennessee. I've lived in Tennessee for eight years, and I have 10 years of experience as a Pediatric Dentist. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential Operating Room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. I currently do not have a hospital or Ambulatory Surgery Center to which I can refer patients in the Nashville metro area or anywhere in the state with a wait time under 12 months. I see about 60 patients who need OR dental services in the average month.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,



Dr. John K. Stark, DMD  
Pediatric Dentist & Owner

Dental School Pediatric Dentistry  
3000 Business Park Circle, Suite 100  
Goodlettsville, TN 37072

and

Johnson City Pediatric Dentistry  
2333 Knob Creek Rd., Suite 12  
Johnson City, TN 37604



5055 Maryland Way, Suite 201  
Brentwood, TN 37027  
615.590.3430 P  
615. 432.5322 F  
www.trusttwice.com  
[hello@trusttwice.com](mailto:hello@trusttwice.com)

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Mr. Grant

May 30, 2023

My name is Tiffany Rangel and I am a pediatric dentist supporting the greater Nashville area. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential operating room dental services.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. I currently do not have a hospital or ambulatory surgery center where I can see younger patients, special needs, or TennCare patients who need restorative dentistry. On average, we see about 20 patients each month who require treatment to be completed in an operatory environment that are having to wait for treatment until, at this time, December 2023 and into January 2024 which is not an option for many families due to the presence of infections and broken teeth.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions, or other special needs. By reducing wait times and reducing the cost of care, this center will help ensure that all children in our community have the critical access to care that is currently missing. For these reasons, I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,

Dr. Tiffany Rangel  
Owner and Dentist  
Twice Pediatric Dentistry

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Dear Mr. Grant,

May 31, 2023

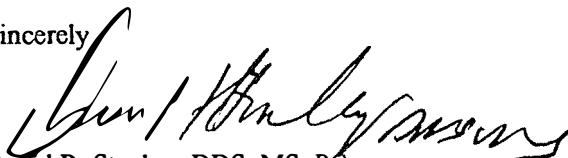
I am a pediatric dentist in Murfreesboro, Tennessee. I've lived in Tennessee for most of my life. I have 7 years of experience as a general dentist, and 24 years of experience as a pediatric dentist. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential Operating Room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a pediatric dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. My practice (4 pediatric dentists) sees around 50 patients in the OR a month with an average wait time of 6 months. The reason for the extended wait time is due to limited access to OR time in the Nashville and surrounding areas.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely



David R. Stanley, DDS, MS, PC  
Partner, Wild About Smiles! Pediatric Dentistry & Orthodontics  
614 E. Clark Blvd  
Murfreesboro, TN 37130

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Dear Mr. Grant,

May 25, 2023

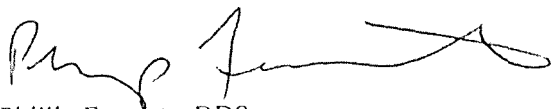
I am an endodontist in Nashville, Tennessee. I've lived in Tennessee for twenty years, and I have twelve years of experience as a dentist and endodontist. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential Operating Room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. As one of the few endodontists in town who is willing to see children, I know how difficult it is for the underserved population to find necessary care in a timely manner.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,



Phillip Faucette, DDS

Endodontist, Endodontic Associates

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Dear Mr. Grant,

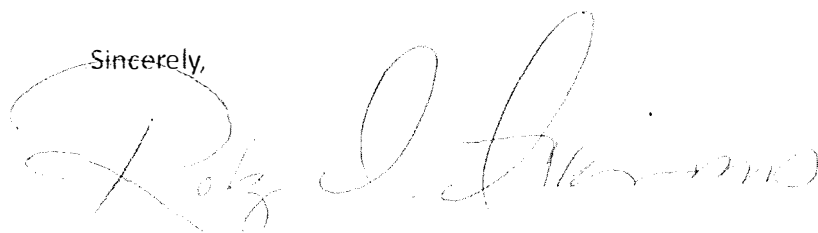
I am a dentist in Murfreesboro, Tennessee. I've lived in Tennessee for over 25 years and have 22 years of experience as a general dentist. I am writing to express my support for Nashville Children's Surgery center and its mission to increase access to essential Operating Room dental services for patient whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. I currently refer to pediatric specialists who report having wait times up to 12 months for surgery centers in the Nashville metro area. I see approximately 25 patients in the average month who need OR dental services.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions, or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community can achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Robyn I. Atkinson". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Robyn I. Atkinson, D.M.D.  
Dentist/Owner Atkinson Family Dentistry, P.C.  
2618 Merchants Walk  
Murfreesboro, TN 37128  
615-217-7878



*Marvin C. Koonce, D.D.S., P.C.*  
*Brad Beard, D.D.S.*

---

June 6, 2023

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Dear Mr. Grant,

I am a dentist in Shelbyville, Tennessee, I have lived in Tennessee for 30 years, and have 43 years of experience as a general dentist. I am writing to express my support for Nashville Children's Surgery Center and it's mission to increase access to essential operating room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen first hand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. I currently do not have a hospital or ambulatory surgery center to which I can refer patients in the Nashville, metro area with a wait time under 12 months.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing waiting times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,

Kenneth B Beard, DDS



*Marvin C. Koonce, D.D.S., P.C.*  
*Brad Beard, D.D.S.*

---

June 6, 2023

Mr. Logan Grant  
Executive Director  
Health Services and Development Agency  
Nashville, TN

Dear Mr. Grant,

I am a dentist in Shelbyville, Tennessee, I have lived in Tennessee for 76 years, and have 51 years of experience as a general dentist. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential operating room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen first hand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. We currently do not have a hospital or ambulatory surgery center to which I can refer patients in the Nashville metro area with a reasonable wait time.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing waiting times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.

Sincerely,

Marvin C Koonce, DDS



Mr. Logan Grant

Executive Director

Health Services and Development Agency

Nashville, TN

Dear Mr. Grant,

June 29, 2023

I am a pediatric dentist in Nashville, Tennessee. I've lived in Tennessee for 6 years, and I have 6 years of experience as a dentist. I am writing to express my support for Nashville Children's Surgery Center and its mission to increase access to essential Operating Room dental services for patients whose families struggle financially, patients covered by Medicaid, and patients with special needs.

As a dentist, I have seen firsthand the impact that long wait times for dental procedures can have on vulnerable populations, particularly children. I currently do not have a hospital or Ambulatory Surgery Center to which I can refer patients in the Nashville metro area with a wait time under 12 months. I see about 20+ patients who need OR dental services in the average month.

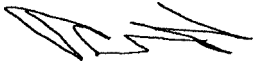
To help increase access to care, I intend to perform dental surgeries for Nashville Children's General Anesthesia Dentistry, a dental practice where I will be a contractor that will provide surgeries for patients inside Nashville Children's Surgery Center. As a part of that practice, I will be available to provide dental surgeries for dentists who refer their patients to Nashville Children's General Anesthesia Dentistry.

Nashville Children's Surgery Center will provide a critical solution to this problem by offering dental procedures in an operating room setting, which is often necessary for patients with extensive work, complex medical conditions or other special needs. By reducing wait times and reducing the cost of care, the Center will help ensure that all children in our community have the opportunity to achieve optimal oral health. I urge you to approve the proposed surgery center.

Thank you for your time and consideration in this matter.



Sincerely,

A handwritten signature in black ink, appearing to be 'H. Li', written in a cursive style.

Dr. Horton Li, DMD

Private pediatric dentist in Nashville, TN

**AFFIDAVIT**

STATE OF TENNESSEE

COUNTY OF DAVIDSON

NAME OF FACILITY: Nashville Children's Surgery Center, LLC

I, Michael D. Brent, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.



Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 7th day of July, 2023, witness my hand at office in the County of Davidson, State of Tennessee.


My commission expires July 7

HF-0043

Revised 7/02

ATTACHMENT 3C

As to competition and/or duplication with other ASTCs, the applicant does not anticipate any negative impact, given the limited number of ASTCs in the service area providing dental surgery for children. As to consumer charges, with the large number of anticipated TennCare patients and the willingness of the applicant to work with all major insurers, and the anticipated marketing efforts (see the attached as utilized for one of the applicant's affiliates), the applicant anticipates a benefit to consumers with a timely and efficient choice for a specialty ASTC limited to dental surgeries.

## Why was my child referred to Capital Children's?

Hooray! Your child will have all their dental work completed in just one visit while they sleep!

### Excellent Patient Experience

- All dental treatment completed in **just one visit** instead of multiple trips\*
- Patients **sleep safely and peacefully** during the entire surgery
- No need to confront a fear of needles or drills

### Who does Capital Children's serve?

- We treat patients under General Anesthesia who cannot be treated in a traditional office, such as:
  - Children with anxiety and significant dental decay, and
  - Patients with special needs
- We take all of our patients to the Dental Surgery Center of DC (a dental-only Ambulatory Surgery Center)

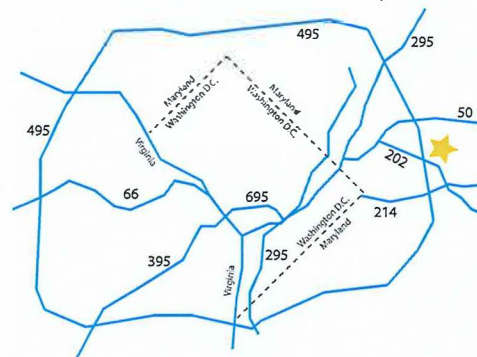
### How to set up an appointment:

1. Have your health history, list of medications and supplements, and insurance cards (medical and dental) ready
2. Call 301.494.3000 and ask to speak with a scheduler
3. With the scheduler's help, decide on a day and time for the appointment



## How do I get to Capital Children's?

DC Metro Area Map



**Capital Children's**  
General Anesthesia Dentistry



**Maryland's Premier  
Operating Room Dentistry Practice for  
Children and Patients with Special Needs**

Contact Information  
Tel: (301) 494-3000  
Fax: (301) 494-3333  
smile@CapitalChildrens.com  
www.CapitalChildrens.com  
1220 Caraway Ct, Suite 1050  
Largo, MD 20774

Clinic Hours: 5:30am – 4pm



In Partnership with  
Dental Surgery Center of DC

\*Some treatments or insurance may require patients to be treated in multiple visits.





## Capital Children's General Anesthesia Dentistry



### CAPITAL CHILDREN'S TEAM

#### Dental Surgeons

Caring and skilled Pediatric Dentists who routinely treat anxious children ages 2-8

- Dr. Antonette Wilson, Howard U College of Dentistry, DDS and Pediatric Residency
- Dr. Kenny Zamora, U of Pittsburgh School of Dental Medicine, DMD; USC School of Dentistry, Pediatric Residency

Caring and skilled General Dentist who treat patients age 8+, including patients with special needs

- Dr. Hyoung Kim, Yonsei University College of Dentistry, DDS and Oral Surgery Residency; Rutgers School of Dental Medicine, International DMD

#### Anesthesiologists

- Dr. Jonathan Bacon, University of Maryland, Children's National Pediatric Residency, Stony Brook University anesthesia residency, professor at Howard University College of Dentistry
- Dr. Chris Gushue, Temple University, The Ohio State University anesthesia residency
- Dr. Monica Silva, University of Maryland, Wyckoff Heights Medical Center anesthesia residency, clinical instructor at the University of Maryland

#### What is General Anesthesia?

- General Anesthesia (sometimes called "GA") is when a sleep doctor (anesthesiologist) puts a patient to sleep using medicine so a patient cannot feel pain during their surgery
- GA is used to help patients get their dental work completed despite extreme anxiety, special needs, or extensive treatment requirements

#### What is an Ambulatory Surgery Center?

- An Ambulatory Surgery Center (sometimes called "ASC") is a special building that is like a hospital but only has Operating Rooms
- ASCs have dedicated Anesthesiologists and recovery nurses who take care of patients after surgery
- ASCs are safer than in-office General Anesthesia because ASCs have special equipment and supplies that a normal dental office doesn't have
- ASCs do not have high costs or long waitlists like a hospital

#### How can I prepare for my child's appointment?

- Before setting up your child's appointment, our staff will call to ask questions about their health to determine if any Medical Clearances will be required from their pediatrician or a specialist
- We will need their dental and medical insurance information 14 days before the appointment to ensure they can maximize their benefits
- Plan to spend the entire day at the surgery center and monitoring your child at home after surgery.
- Patients need to be monitored by a responsible adult for 24 hours following anesthesia
- Make child care arrangements for other children
- Bring a second adult, if possible
- Make arrangements to take the entire day off of work



#### What should I expect on the day of my child's surgery?

- Patient needs to come fasting (no eating or drinking after midnight before the surgery)
- Plan to spend the day with us. After surgery, a parent or guardian should plan to spend the day watching and caring for the patient
- Nurses will assess the patient and ask questions about the patient's health and vitals
- Our Anesthesiologist and Dentist will do exams and answer any questions you have
- We will take x-rays in case your home dentist could not get them
- We will complete all of the patients' dental work during a single visit!\*
- Our experienced and caring nurses will monitor the patient during post-anesthesia recovery



#### What insurances do you accept?

- Our dental surgeons are in network with almost all private and state insurances
- We charge Maryland Medicaid rates for cash pay patients (Surgery/Facility Fees)
- Insurances typically cover treatment under General Anesthesia for young patients and patients with special needs
- Call us for a custom cost estimate—exact pricing will depend on the patient's specific treatment requirements, insurance deductible and co-pays

\*Some treatments or insurances may require patients to be treated in multiple visits.

ATTACHMENT 4C

As to the staff positions, the Management Company for the applicant is well-experienced in hiring and overseeing the employees which will be needed at the facility, including medical professionals, assistants, and administrative staff, and will assure all such employees comply with applicable state and federal licensing requirements, and/or any special requirements to obtain and maintain accreditation, and credentialing as required.



ATTACHMENT 6N

As to annual utilization for the two years following completion of the project, the Projected Data Chart shows a total of 1,755 cases anticipated in Year 1, and 2,194 cases in year 2. This utilization projection is based upon the experience of the applicant's affiliates when starting similar ASTCs in other locations, as well as a review of the data from the Tennessee Joint Annual Reports, discussions with dentists and oral surgeons providing the letters of support, and other information obtained through the applicant's diligence process (which has been successfully implemented at other facilities of the applicant, either currently operating or under development), and interviewing representatives of over 40 dental practices in the area which would be some of the hundreds of anticipated referral sources.

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

NAME OF FACILITY: Nashville Children's Surgery Center, LLC

I, Michale D. Brent, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.



Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 7th day of July, 2023, witness my hand at office in the County of Davidson, State of Tennessee.


My commission expires July 7

HF-0043

Revised 7/02