

LETTER OF INTENT



**State of Tennessee
Health Facilities Commission**

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

The Publication of Intent is to be published in the Tennessean which is a newspaper of general circulation in Sumner, Williamson, and Wilson Counties, Tennessee, on or before June 15, 2023 for one day.

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Heart and Soul Hospice, LLC, 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 July 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.

	<u>6-7-23</u>	<u>kim.looney@klgates.com</u>
Signature of Contact	Date	Contact's Email Address

The Letter of Intent must be received between the first and the fifteenth day of the month. If the last day for filing is a Saturday, Sunday, or State Holiday, filing must occur on the next business day. File this form at the following email address: 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.

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.

CRITERION AND

STANDARDS

Original Application

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

ATTACHMENT 1N

Hospice Services Standards and Criteria

Attachment 1N

Hospice Services

Certificate of Need Standards and Criteria



STATE OF TENNESSEE

**STATE HEALTH PLAN
CERTIFICATE OF NEED STANDARDS AND CRITERIA**

FOR

**RESIDENTIAL HOSPICE SERVICES
AND HOSPICE SERVICES**

The Health Services and Development Agency (HSDA) may consider the following standards and criteria for applications seeking to provide Residential Hospice and Hospice services. Existing providers of Residential Hospice and Hospice services are not affected by these standards and criteria unless they take an action that requires a new certificate of need (CON) for Residential Hospice and/or Hospice services.

These standards and criteria are effective immediately upon approval and adoption by the Governor of the State Health Plan updates for 2014. Applications to provide Residential Hospice and/or Hospice services that were deemed complete by HSDA prior to this date shall be considered under the Certificate of Need Standards and Criteria included in the State Health Plan updates for 2012.

Because of the unique nature of hospice services, the Division commits to reviewing these standards annually.

Definitions Applicable to both Residential Hospice Services and Hospice Services

1. **"Deaths"** shall mean the number of all deaths in a Service Area less that Service Area's number of reported homicide deaths, suicide deaths, and accidental deaths (which includes motor vehicle deaths), as reported by the State of Tennessee Department of Health. The number of reported infant deaths includes neonatal and post neonatal deaths and is reported separately under the respective cause of death; therefore, in order to prevent overlap, the number of infant deaths is not included discretely.
2. **"Residential Hospice"**¹ shall have that meaning set forth in Tennessee Code Annotated

¹ The Division recognizes the Guidelines for Growth's statement that "the purpose of residential hospice facilities is not to replace home care hospice services, but rather to provide an option to those patients who cannot be adequately
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Section 68-11-201 or its successor.

3. **"Hospice"** shall refer to those hospice services not provided in a Residential Hospice Services facility.
4. **"Total Hospice"** shall mean Residential and Hospice Services combined.

STANDARDS AND CRITERIA APPLICABLE TO TOTAL HOSPICE

1. **Adequate Staffing:** An applicant should document a plan demonstrating the intent and ability to recruit, hire, train, assess competencies of, supervise, and retain the appropriate numbers of qualified personnel to provide the services described in the application. Importantly, the applicant must document that such qualified personnel are available for hire to work in the proposed Service Area. In this regard, an applicant should demonstrate its willingness to comply with the general staffing guidelines and qualifications set forth by the National Hospice and Palliative Care Organization.

Rationale: Health care professionals, including those who provide hospice services, are not uniformly located across the state, and rural areas showing some need for hospice services may not have a qualified hospice workforce. The Division believes that granting a CON for the provision of health care services without evidence that the applicant has a qualified workforce readily available to provide quality care to patients is not, in fact, providing access to quality health care.

Response:

Heart and Soul Hospice (the "Applicant") received approval of its CON on October 28, 2020 to initiate services in Davidson, Rutherford and Robertson Counties. It received state licensure on January 29, 2021. While the Applicant received its CHAP accreditation and Medicare certification effective June 21, 2021, it did not receive approval to begin billing Medicare until December 21, 2021. Billing approval allowed the Applicant to ramp up its services on January 1, 2022. Until the Applicant received Medicaid approval in early 2023, its patient population was limited primarily to Medicare patients.

The Applicant is requesting approval to add Sumner, Williamson and Wilson Counties to its service area. The Applicant currently has a qualified workforce and will expand as necessary to meet the additional patient need. As seen in the staffing table below, the expansion required to meet the needs of additional patients will be in the direct patient care positions; the administrative staff will not need to be adjusted to provide for additional patients.

The Applicant complies with the general staffing guidelines set forth by the National Hospice and Palliative Care Organization ("NHPCO"). The NHPCO sets forth guidelines to enable each hospice provider to estimate optimal staffing caseloads depending on their particular situation. Hospice care is diverse and the models for staffing are driven by variations in patient populations, population density, travel time, and other factors. The staffing guidelines outline a process for a hospice agency to analyze the different factors to

help it determine the staffing ratios that are best for its hospice. The NHPCO no longer sets forth specific staffing numbers, but instead outlines the process for staffing so that each hospice agency can determine an appropriate number of staff based on its particular location, type of patients served and other factors.

As seen in response to question 8Q in the application, the following table shows the Existing FTEs and the Projected FTEs - both for the addition of these counties, as well as the expected growth of the existing service area, with the addition of these counties.

Position Classification	Existing FTEs: 2023	Projected FTEs: 2024 (Proposed Service Area)	Proposed Total FTEs (Existing plus Proposed Service Area)	Projected FTEs: 2024 (Additional growth for Existing Service Area)	Total FTEs: 2024
Direct Patient Care Positions	13	5	18	3	21
Non-Patient Care Positions	6	0	6	0	6
Contractual Position	1	0	1	0	1
Total Staff	20	5	25	3	28

RETENTION OF WORK FORCE

The Applicant has been successful in recruiting and retaining staff since it began operation. Heart and Soul Hospice focuses on work/life balance for its staff. It offers competitive wages, but ensures that it has sufficient staff so that staff is not stretched thin to the breaking point - which causes burnout of the staff and increases turnover. It has utilized a “hire ahead” philosophy to manage caseloads as the agency grows so that it is not always playing catch up in its hiring, which also helps ensure there is enough staff to support work/life balance. Heart and Soul Hospice stresses the mission and vision of the agency and makes staff feel that they are part of an important team and an employer that has their best interests at heart. All of these efforts have resulted in the ability to hire and keep sufficient staff.

Volunteers are also very important to the provision of hospice services. Heart and Soul Hospice has a Volunteer Coordinator who works with the volunteers as well as assists with recruiting of staff. Heart and Soul Hospice collaborates with Meharry Medical School to have students participate in a volunteer hospice program. These medical students primarily participate in family support activities, whereby they spend time with the family and provide needed companionship, while at the same time they are able to have a first-hand view of end of life and the care provided, which benefits the patients, their family members and the medical students.

As seen in the table above, Heart and Soul Hospice needs 5 additional clinical staff to meet the needs of additional patients from the proposed service area counties and an additional 3 clinical staff to meet the needs of the growth in the existing service area for 2024, or the first full year of operation after approval of the CON application.

Heart and Soul Hospice does not anticipate any difficulties in recruiting additional staff,

partly because of its success in hiring and retaining qualified staff as well as an expected increase in the number of nurses in the proposed service area counties. As seen in the table below, the number of RNs in the service area has increased significantly since 2020 for each of the proposed counties. The actual change in the number of RNs between 2020 and 2022 for the proposed service area is 723, or an increase of 6.4%.

**2020-2022 Registered Nurses by County
Proposed Hospice Service Area**

County	Number of RNs			Actual Change	Percent Change
	2020	2021	2022		
Sumner	3,472	3,548	3,658	186	5.4%
Williamson	5,130	5,346	5,369	239	4.7%
Wilson	2,621	2,770	2,919	298	11.4%
Total	11,223	11,664	11,946	723	6.4%

Source: <https://tnmap.tn.gov/health/nursing/>

- 2. Community Linkage Plan:** The applicant should provide a community linkage plan that demonstrates factors such as, but not limited to, relationships with appropriate health care system providers/services and working agreements with other related community services assuring continuity of care focusing on coordinated, integrated systems. Letters from physicians in support of an application should detail specific instances of unmet need for hospice services.

Response: The applicant has been successful in its community outreach for the initial counties of Davidson, Robertson and Rutherford. It has reached out to community leaders to get assistance in educating the relevant patient population, including the leaders of churches serving the African American community. Outreach to community based entities that focus on providing services to the elderly, such as Fifty Forward, has also been helpful in providing education to those patients and family members who will make decisions not just on whether or not to receive hospice services but on which provider to choose to provide such services. The applicant’s outreach efforts have also included providing education to area nursing facilities. Since Heart and Soul Hospice has contracted with TennCare providers, it has been able to broaden the patient population it serves and provide hospice services to nursing home and other patients.

Many of the support letters received by Heart and Soul Hospice focus on the difficulty of receiving timely hospice services as well as hospice services that focus on and best serve minority patient populations. Among these letters of support, the applicant has received a letter of support from personnel at Claiborne and Hughes Nursing Home in Franklin, Williamson County, Tennessee. It is important to point out this particular letter because it notes that the nursing home sometimes has difficulty finding a hospice provider it can trust for same day admissions and that having an additional hospice provider will be helpful. The residents in this nursing home are those patients for which Heart and Soul Hospice is particularly well suited to provide services as almost 20% of the residents in this nursing home are African American and 96% of the patient days provided are Medicaid. Research has shown this the African American patient population that does not generally receive

hospice services at the same rate as the non-minority patient population. Heart and Soul Hospice has a commitment to providing hospice services regardless of a patient's resources or poverty status. The minority population does not access many healthcare services, including hospice at the same rate as other populations. This is partly because of religious, cultural and personal beliefs related to illness, death and dying and a preference to receive any and all life-sustaining treatment until the end of life. According to the American Family Physician Journal, when addressing end-of-life matters, physicians offer less information about a diagnosis, prognosis, and treatments to African American patients. Failure to share such information can lead to care that conflicts with patient values and can cause late referrals to hospice or palliative care services.²

Where Heart and Soul Hospice has been particularly successful is in showing that hospice services can benefit the patient and his/her family by providing education and care planning early in a patient's disease progression rather than in the last days of life to illustrate that point. Ministers and other community leaders are frequently in a position of influence with the elderly population, including the indigent and African American population and assist in these efforts. Heart and Soul Hospice has been successful in working with churches and other racial organizations in Davidson, Robertson and Rutherford Counties and will pursue education and outreach efforts with similar organizations in Sumner, Williamson and Wilson Counties.

- 3. Proposed Charges:** The applicant should list its benefit level charges, which should be reasonable in comparison with those of other similar facilities in the Service Area or in adjoining service areas.

Response: The applicant anticipates a net charge of \$ 171 for the first year of operation and \$ 174 for its second year of operation. As shown in the attached table, the applicant's charges compare favorably to those of other service area providers. For 2022, which is the last publicly available data, the charges for Heart and Soul Hospice are less than all but 3 of the 14 hospice providers providing services in the proposed counties.

- 4. Access:** The applicant must demonstrate an ability and willingness to serve equally all of the Service Area in which it seeks certification. In addition to the factors set forth in HSDA Rule 0720-11-.01(1) (listing the factors concerning need on which an application may be evaluated), the HSDA may choose to give special consideration to an applicant that is able to show that there is limited access in the proposed Service Area.

Response: The Applicant believes, as it discussed in its original application, that not enough focus is placed on providing hospice services to the African American and minority population in the service area so this particular patient population is underserved. That said, the Applicant intends to serve all patient populations in the proposed service area. It has worked on providing education to the African American and other minority populations on the benefits of hospice for their loved ones and will do so for these additional counties. It has been successful in its efforts in its current service area in that it serves a larger proportion of African American patients than do other hospice agencies in its service area.

² American Family Physician Journal, *Racial Disparities at the End of Life*, <https://www.aafp.org/pubs/afp/issues/2021/1000/p346.html> (Oct. 2021).
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5. **Indigent Care:** The applicant should include a plan for its care of indigent patients in the Service Area, including:
- a. Demonstration of a plan to work with community-based organizations in the Service Area to develop a support system to provide hospice services to the indigent and to conduct outreach and education efforts about hospice services.
 - b. Details about how the applicant plans to provide this outreach.
 - c. Details about how the applicant plans to fundraise in order to provide indigent and/or charity care.

Response: The Applicant currently works with a large number of community-based organizations in its service area and has been successful in helping to develop a support system to provide hospice services to the indigent. Ministers and other community leaders are frequently in a position of influence with the elderly population, including the indigent and African American population, and provide them with relevant literature so that they can be in a position to understand themselves and to explain the benefits of hospice services to both patients and their family members. These initiatives have been successful in its existing service area and it plans to continue them with similar entities in its expanded service area.

Because the majority of hospice patients are 65 and older, they are covered by Medicare. If they are also indigent, they will generally qualify for TennCare. Because of the existence of such payor sources, the applicant does not anticipate needing to fundraise for the provision of care for the patients. However, where the patients need assistance in paying the bills for the non-hospice related necessary items like food, clothing and shelter. The applicant has established a foundation, the Heart and Soul Hospice Foundation, to provide assistance for these necessary items.

6. **Quality Control and Monitoring:** The applicant should identify and document its existing or proposed plan for data reporting, quality improvement, and outcome and process monitoring system. Additionally, the applicant should provide documentation that it is, or intends to be, fully accredited by the Joint Commission, the Community Health Accreditation Program, Inc., the Accreditation Commission for Health Care, another accrediting body with deeming authority for hospice services from the Centers for Medicare and Medicaid Services (CMS) or CMS licensing survey, and/or other third party quality oversight organization. The applicant should inform the HSDA of any other hospice agencies operating in other states with common ownership to the applicant of 50% or higher, or with common management, and provide a summary or overview of those agencies' latest surveys/inspections and any Department of Justice investigations and/or settlements.

Rationale: This information will help inform the HSDA about the quality of care the applicant's common ownership and/or management provides in other states and the likelihood of its providing similar quality of care in Tennessee.

Response: The applicant is accredited by Community Health Accreditation Program ("CHAP") and follows its quality standards. CHAP divides its Standards of Excellence into three key areas: patient centered care, safe care delivery, and sustainable organizational structure. Each key performance area has standards and evidence guidelines. There have been no items of concern related to applicant's CHAP

accreditation nor applicant's Medicare certification. The applicant annually files a Joint Annual Report, QAPI report, and, additionally, requests family satisfaction surveys upon the discharge of a loved one. In the surveys, families cite to the applicant as being "a higher caliber of a care team than most," and a provider that provides a quick "passion response time, [and] attention to detail."

Neither the Applicant, nor any of its principals, has an ownership interest of 50% or greater in any hospice agencies in other states.

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

Response: The Applicant agrees to provide the Department of Health and/or the Health Facilities Commission with all such information as is reasonably requested.

8. **Education:** The applicant should provide details of its plan in the Service Area to educate physicians, other health care providers, hospital discharge planners, public health nursing agencies, and others in the community about the need for timely referral of hospice patients.

Response: The Applicant provides robust training and information to educate physicians, hospital discharge planners, public health nursing agencies, nursing homes, and others in the community about the need for timely referral of hospice patients. The Applicant provides webinars and in-person training for the staff of the providers on topics such as the stages of grief, and literature such as a physician's quick reference guide to hospice. This information and education benefits the patient in that the providers and others are more informed about the benefits of hospice care and can deal with the patients and their affected family members in a more informed and compassionate manner.

RESIDENTIAL HOSPICE SERVICES

DEFINITIONS

9. **"Service Area"** shall mean the county or contiguous counties represented on an application as the reasonable area in which a health care institution intends to provide Residential Hospice Services and/or in which the majority of its service recipients reside. A radius of 50 miles and/or a driving time of up to 1 hour from the site of the residential hospice services facility may be considered a "reasonable area;" however, full counties shall be included in a Service Area. Only counties with a Hospice Penetration Rate that is less than 80 percent of the Statewide Median Hospice Penetration Rate may be included in a proposed Service Area.
10. **"Statewide Median Hospice Penetration Rate" (SMHPR)** shall mean the number equal to the Hospice Penetration Rate (as described in the following Need Formula) for the median county in Tennessee.

ADDITIONAL SPECIFIC STANDARDS AND CRITERIA FOR RESIDENTIAL HOSPICE SERVICES

Note that, while a "need formula" is set forth below, the decision to approve a CON application hereunder should be determined by the cumulative weight of all standards and criteria, including those set forth earlier herein.

11. Need Formula: The need for Residential Hospice Services should be determined by using the following Hospice Need Formula, which should be applied to each county in Tennessee:

$$A / B = \text{Hospice Penetration Rate}$$

Where:

A = the mean annual number of Hospice unduplicated patients served in a county for the preceding two calendar years as reported by the Tennessee Department of Health;

and

B = the mean annual number of Deaths in a county for the preceding two calendar years as reported by the Tennessee Department of Health.

Note that the Tennessee Department of Health Joint Annual Report for Hospice defines "unduplicated patients served" as "number of patients receiving services on day one of reporting period plus number of admissions during the reporting period."

Need is established in a county (thus, enabling an applicant to include it in the proposed Service Area) if its Hospice Penetration Rate is less than 80% of the Statewide Median Hospice Penetration Rate; further, existing Residential Hospice Services providers in a proposed Service Area must show an average occupancy rate of at least 85%.

The following formula to determine the demand for additional hospice service recipients should be applied to each county included in the proposed service area, and the results for each county's calculation should be aggregated for the proposed service area:

$$(\text{80\% of the SMHPR} - \text{County Hospice Penetration Rate}) \times B$$

Rationale: The use of an SMHPR is a methodology employed by many states; the Division paid particular attention to the Kentucky model (which employs an 80% rate), as Kentucky's population is similar geographically and culturally to that of Tennessee. The Division considered ranges from 70-85%, but felt that the results of rates lower than 80% were too restrictive. Only three additional counties showed need using the 85% rate as opposed to the 80% one, and those had low single-digit-need numbers. Thus, the 80% rate is proposed. The Division believes that using the median county rate supports the view that rural counties cannot quickly reach the higher penetration rates of Tennessee's metropolitan areas. The underlying purpose is to help encourage orderly growth by using an SMHPR that ratchets upward across the state as hospice providers strive to exceed

80% of the median county's hospice penetration rate. Thus, utilization should continue to increase, albeit gradually, and provide the opportunity in the underutilizing counties for more hospice services by agencies that can expect a market to exist for those services.

Response: Not applicable.

12. Types of Care: An applicant should demonstrate whether or not it will have the capability to provide general inpatient care, respite care, continuous home care, and routine home care to its patients. If it is not planning to provide one or more of these listed types of care, the applicant should explain why.

Response: Not applicable.

13. Continuum of Care Regarding the Expansion from NonResidential Hospice Services: An applicant for Residential Hospice Services that provides Hospice Services should explain how the Residential Hospice Services will maintain or enhance the Hospice Services' continuum of care to ensure patients have access to needed services. An applicant should provide assurances that it understands and will comply with any existing Medicare reimbursement requirements (e.g., the provision of different levels of hospice care, including any total patient care day allowances) and evidence that there are a sufficient number of potential hospice service recipients that will enable it to so comply.

Rationale: Currently³, Medicare pays nearly 90% of all hospice claims. The Medicare hospice benefit produces an incentive to recruit as many new patients as possible and to keep them on the service as long as possible. Unlike other segments of the health care industry, where revenues and costs can vary widely, Medicare pays a set daily rate for each person in hospice care, with higher allowances for patients that require more attention.

As part of its interest in ensuring that hospice programs serve only patients who are eligible and appropriate for hospice care, Medicare limits the total number of days of inpatient care (the sum of general inpatient care (GIP) and inpatient respite care days) for which a hospice may be reimbursed. The cap is set at 20 percent of the hospice's total patient care days. The Department of Health and Human Services' Office of Inspector General (OIG), in a May 3, 2013, memo to Marilyn Tavenner, Acting Administrator for Centers for Medicare & Medicaid Services (CMS), stated that CMS staff "have expressed concerns about possible misuse of GIP" by hospice programs and noted a \$2.7 million settlement with a hospice program for allegedly having billed for GIP when patients actually received routine home care (which has a lower reimbursement rate). "Long lengths of stay and the use of GIP in inpatient units need further review to ensure that hospices are using GIP as intended and providing the appropriate level of care. OIG is committed to looking into these issues further and will conduct a medical record review that will assess the appropriateness of GIP provided in different settings." The Division adds the above requirement as a way to ensure that the HSDA and applicants understand the importance that an applicant provide hospice services appropriately. The Division believes that the HSDA, through its application of appropriately developed CON standards and criteria, can serve an important role in reducing opportunities for

³ As of January 9, 2015.
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Medicare/Medicaid fraud and abuse in Tennessee.

Response: Not applicable.

- 14. Assessment Period:** After approval by the HSDA of a residential hospice services CON application, no new residential hospice services CON application — whether for the initiation of services or for the expansion of services — should be considered for any county that is added to or becomes part of a Service Area until JAR data for residential hospice services can be analyzed and assessed by the Division to determine the impact of the approval of the CON.

Assessment Period Rationale: This Standard is designed to ensure that the impact of the provision of hospice services as a result of the approval of a new CON is accounted for in any future need calculations for a Service Area.

Response: Not applicable.

HOSPICE SERVICES

DEFINITIONS

- 15. "Service Area"** shall mean the county or contiguous counties represented on an application as the area in which an applicant intends to provide Hospice Services and/or in which the majority of its service recipients reside.

- 16. "Statewide Median Hospice Penetration Rate" (SMHPR)** shall mean the number equal to the Hospice Penetration Rate (as described below) for the median county in Tennessee.

ADDITIONAL SPECIFIC STANDARDS AND CRITERIA FOR HOSPICE SERVICES

Note that, while a "need formula" is set forth below, the decision to approve a CON application hereunder should be determined by the cumulative weight of all standards and criteria, including those set forth earlier herein.

- 17. Need Formula:** The need for Hospice Services should be determined by using the following Hospice Need Formula, which should be applied to each county in Tennessee:

$$A / B = \text{Hospice Penetration Rate}$$

Where:

A = the mean annual number of Hospice unduplicated patients served in a county for the preceding two calendar years as reported by the Tennessee Department of Health;

and

B = the mean annual number of Deaths in a county for the preceding two calendar years as reported by the Tennessee Department of Health.

Note that the Tennessee Department of Health Joint Annual Report of Hospice Services defines "unduplicated patients served" as "number of patients receiving services on day one of reporting period plus number of admissions during the reporting period."

Need should be established in a Service Area as follows:

a. For a hospice that is initiating hospice services:

i. The Hospice Penetration Rate for the entire proposed Service Area is less than 80% of the SMHPR;

AND

ii. There is a need shown for at least 100 total additional hospice service recipients in the proposed Service Area, provided, however, that every county in the Service Area shows a positive need for additional hospice service recipients.

Preference should be given to applications that include in a proposed Service Area only counties with a Hospice Penetration Rate that is less than 80% of the SMHPR; however, an application may include a county or counties that meet or exceed the SMHPR if the applicant provides good reason, as determined by the HSDA, for the inclusion of any such county and: 1) if the HSDA finds that such inclusion contributes to the orderly development of the healthcare system in any such county, and 2) the HSDA finds that such inclusion is not intended to include a county or counties that meet(s) or exceed(s) the SMHPR solely for the purpose of gaining entry into such county or counties. Letters of support from referring physicians in any such county noting the details of specific instances of unmet need should be provided by the applicant.

b. For a hospice that is expanding its existing Service Area:

i. There is a need shown of at least 40 additional hospice service recipients in each of the new counties being added to the existing Service Area.

Taking into account the above guidelines, the following formula to determine the demand for additional hospice service recipients should be applied to each county, and the results should be aggregated for the proposed service area:

(80% of the Statewide Median Hospice Penetration Rate — County Hospice Penetration Rate) x B

Rationale 17a: The Division believes that hospice services in Tennessee are under-utilized, most likely as a result of community and societal norms and a need for more education to the general public on the benefits of hospice. Consequently, the Division believes that hospice services should be encouraged, within reason, in Tennessee and that providing broader opportunities for these services will help educate the public as to their

value. Under 17a, the ability to include within a Service Area a county that meets or exceeds the SMHPR should assist in the grouping of counties within a Service Area, thus providing more hospice services opportunities, provided that there is no detriment to the orderly development of the healthcare system as a result.

The Tennessee Hospice Association and other stakeholders provided information that 120 hospice service recipients is a larger than necessary number to ensure economic sufficiency of a hospice that is initiating hospice services. Consensus opinion appears to agree that 100 hospice service recipients is a sufficient number.

Response: Please see the tables and need formula below. The Tennessee Department of Health has released death statistics up until 2020, so the tables represent data from 2019 and 2020 as the two most recent preceding years.

Hospice Penetration Rate

County	2019 Patients Served	2020 Patients Served	Mean (A)	2019 Deaths	2020 Deaths	Mean (B)	County Hospice Penetration Rate (C)	Statewide Penetration Median Rate (D)	Demand for Additional Service (E)
Sumner	1,178	1,236	1,207	1,699	2,026	1,863	0.65	0.566	-367.38
Williamson	1,003	1,186	1,095	1,483	1,627	1,555	0.70	0.566	-384.40
Wilson	752	772	762	1,248	1,525	1,387	0.55	0.566	-134.81
Total	2,933	3,194	3,064	4,430	5,178	4,804	0.64	0.566	-899.31

*Source: 2019-2020 Joint Annual Reports; Tennessee Dept. of Health, Division of Vital Records and Statistics; Hospice Rates and Projected Need, Tennessee Dept. of Health, Division of Policy, Planning and Assessment, Office of Health Statistics

Annual Deaths Per Tennessee County With Rates Per 1,000 Population by Race

County	2019 Data			2020 Data		
	Total Deaths	White	Black	Total Deaths	White	Black
Sumner	1,699 (8.9)	1,575 (9.4)	105 (6.6)	2,026 (10.4)	1,872 (11.0)	130 (7.8)
Williamson	1,483 (6.2)	1,399 (6.6)	63 (5.9)	1,627 (6.6)	1,493 (6.9)	95 (8.7)
Wilson	1,248 (8.6)	1,158 (9.1)	77 (7.1)	1,525 (10.3)	1,381 (10.6)	129 (11.3)
STATE	71,936 (10.5)	61,301 (11.4)	10,084 (8.7)	12,906 (12.2)	70,245 (13.0)	12,906 (11.0)

*Source: Tennessee Dept. of Health, Division of Vital Records and Statistics

Patients Served by Service Area Hospice Agencies (2020)

	White	Black	Other	Total	% Black
Sumner	1,138	80	18	1,236	6.5%
Williamson	1,080	43	63	1,186	3.6%
Wilson	710	46	16	772	6.0%
Total	2,928	169	97	3,194	5.3%

*Source: 2020 Joint Annual Reports

Population by Service Area County (Age 65+) (2020)

	White Population	Black Population	Other Population	Total County Population	% Black
Sumner	30,061	1,655	626	32,342	5.1%
Williamson	32,248	1,362	963	34,573	3.9%
Wilson	22,217	1,265	468	23,950	5.3%
Total	84,526	4,282	2,057	90,865	4.7%

*Source: Tennessee Dept. of Health, Division of PHA
 (https://www.tn.gov/content/dam/tn/health/documents/population/TN-Population-by-AgeGrp-Sex-Race-Ethnicity-2020.pdf)

Patients Served by Current Service Area Hospice Agencies by County (2020)

	White	Black	Other	% Black
Davidson	2,000	625	391	20.7%
Robertson	339	23	6	6.25%
Rutherford	1,150	107	65	8.1%

Source: 2020 Joint Annual Reports

Patients Served by Current Service Area Hospice Agencies by Agency (2020)

	White	Black	Other	% Black
Adoration Hospice (Davidson)	336	20	22	5.3%
Alive Hospice (Davidson)	2,517	323	86	11.0%
Amedisys Hospice (Central Pike) (Davidson)*	178	20	8	9.7%
Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)	356	68	13	15.6%
Avalon Hospice (Davidson)	5,530	568	134	9.1%
Caris Healthcare (Davidson)	1,149	81	77	6.2%
Encompass Health Hospice (Davidson)	12	7	74	7.5%
Heart and Soul Hospice (Davidson)***	34	14	1	28.5%
Kindred Hospice (Davidson)	170	117	245	22.0%
Kindred Hospice (Montgomery)	No JAR	No JAR	No JAR	No JAR
Tennova Home Health and Hospice - Clarksville (Robertson)	203	39	7	15.7%
Caris Healthcare (Robertson)	314	26	15	7.3%
Caris Healthcare (Rutherford)	746	20	29	2.5%
Comfort Care Hospice of Middle Tennessee (Rutherford)	83	8	0	8.8%
Caris Healthcare (Sumner)	No JAR	No JAR	No JAR	No JAR
Highpoint Hospice (TN In Home Partners II, LLC) (Williamson)	359	28	2	7.2%

Aveanna Hospice (Williamson)**	984	125	12	11.2%
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Source: 2020 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

***Heart and Soul Hospice, LLC, filed its first Joint Annual Report in 2022. That data has been used here for comparison purposes.

Rationale 17b: Other states provide for the ability of an existing hospice to expand its Service Area where positive need is shown at 40-50% of the criterion required for a new hospice to institute services, thus a number of 40 additional hospice service recipients is suggested. Existing agencies are presumed to have the infrastructure in place for such expansion.

Response: Heart and Soul Hospice feels that because it already has the necessary infrastructure, which does not need to be increased as a result of the proposed additional counties, that a number in the range of 40 additional hospice recipients is sufficient to justify need to add the counties.

18. Assessment Period: After approval by the HSDA of a hospice services CON application, no new hospice services CON application — whether for the initiation of services or for the expansion of services — should be considered for any county that is added to or becomes part of a Service Area until JAR data for hospice services can be analyzed and assessed by the Division to determine the impact of the approval of the CON.

Assessment Period Rationale: This Standard is designed to ensure that the impact of the provision of hospice services as a result of the approval of a new CON is accounted for in any future need calculations for a Service Area.

Response: Shalom Hospice LLC (CN2203-014) received approval and is licensed but has not yet filed a JAR. It is licensed in Williamson, Davidson and Rutherford Counties. The applicant does not feel it should affect its approval in Williamson County, as it received approval prior to Heart and Soul Hospice filing its 2022 JAR.

Additional Comments and Rationale Statements for Revised and Updated Standards and Criteria for Hospice Services

Definitions

Deaths: The Division of Health Planning patterns its need formula off the Kentucky certificate of need formula that takes into account all deaths, instead of using a type of cancer death weighted formula that appeared in the Guidelines for Growth. Cancer patient utilization of hospice services has lessened in relation to non-cancer patients, while the utilization of hospice services continues to grow.

Residential Hospice and Hospice: The Division recognizes that residential hospice services and hospice services are able to perform the same level of services and has thus not

distinguished between the need for hospice services based on the two types of service providers. However, certain standards and criteria, such as service area, provide for a difference in consideration of an application.

Standards and Criteria

Quality of Care: Providing for adequate and qualified staffing is an important part of providing quality care to patients, and is one of the State Health Plan's Principles for Achieving Better Health. A community linkage plan that assures continuity of care also falls within this Principle. Letters from physicians in support of an application should detail specific instances of unmet need for hospice services. Quality improvement, data reporting, and outcome and process monitoring fall under this Principle as well, as does accreditation/quality oversight of the hospice service program. Finally, it should be noted that Medicare currently requires all four levels of hospice care for reimbursement (which also supports the third Principle regarding Economic Efficiencies).

Access: The second Principle for Achieving Better Health in the State Health Plan focuses on access to care. Accordingly, the applicant must demonstrate an ability and willingness to serve equally all of the Service Area in which it seeks certification and provide a plan for its care of indigent patients. As well, in addition to the factors set forth in HSDA Rule 0720-11-.01(1) (listing the factors concerning need on which an application may be evaluated), the HSDA may choose to give special consideration to an applicant that is able to show that there is limited access in the proposed Service Area. The revisions to the need formula in 17b are meant to encourage the provision of hospice services in counties that otherwise do not meet the need formula, thus providing better access for the community.

Economic Efficiencies: The third Principle for Achieving Better Health focuses on encouraging economic efficiencies in the health care system. The new standards and criteria provide that the applicant's proposed charges should be reasonable in comparison with those of other similar facilities in the Service Area or in adjoining service areas. Educating the health care community on hospice services also falls within this Principle; the education component also addresses the fifth Principle of recruiting, developing, and retaining a sufficient qualified health care workforce.

Data Needs: The Division recognizes that hospice patients known as "general inpatients" receive hospice services in locations other than their homes, such as nursing homes and hospitals, and that these patients are not separately identified on the Joint Annual Report. The Division aims to correct this omission in the future to better account for the total utilization of hospice services.

NOTE: A previously proposed standard providing for the showing of an "unmet demand" has been deleted, for the following three reasons: 1) The Division believes that an unintended consequence of that proposed standard would have been the preclusion of a new, non-county-contiguous hospice agency ever to develop a Service Area from those counties and receive a CON to serve them; 2) After review of hospice utilization data for the past three JARs, the Division has learned that, in counties that showed a positive need of less than 40 under the existing need formula, existing hospice agencies met substantially all (if not all) of the positive need of additional hospice service recipients, providing evidence that the orderly development of hospice services in such counties currently exists; and 3) the Division

recognizes that the HSDA already has the inherent authority to determine, based on evidence provided, that there is a need for expansion of hospice services into adjacent counties beyond that shown by the need formula.

Attachment 1NR

Criterion #3

minority patient populations. Among these letters of support, the applicant has received a letter of support from personnel at Claiborne and Hughes Nursing Home in Franklin, Williamson County, Tennessee. It is important to point out this particular letter because it notes that the nursing home sometimes has difficulty finding a hospice provider it can trust for same day admissions and that having an additional hospice provider will be helpful. The residents in this nursing home are those patients for which Heart and Soul Hospice is particularly well suited to provide services as almost 20% of the residents in this nursing home are African American and 96% of the patient days provided are Medicaid. Research has shown this the African American patient population that does not generally receive hospice services at the same rate as the non-minority patient population. Heart and Soul Hospice has a commitment to providing hospice services regardless of a patient's resources or poverty status. The minority population does not access many healthcare services, including hospice at the same rate as other populations. This is partly because of religious, cultural and personal beliefs related to illness, death and dying and a preference to receive any and all life-sustaining treatment until the end of life. According to the American Family Physician Journal, when addressing end-of-life matters, physicians offer less information about a diagnosis, prognosis, and treatments to African American patients. Failure to share such information can lead to care that conflicts with patient values and can cause late referrals to hospice or palliative care services.²

Where Heart and Soul Hospice has been particularly successful is in showing that hospice services can benefit the patient and his/her family by providing education and care planning early in a patient's disease progression rather than in the last days of life to illustrate that point. Ministers and other community leaders are frequently in a position of influence with the elderly population, including the indigent and African American population and assist in these efforts. Heart and Soul Hospice has been successful in working with churches and other racial organizations in Davidson, Robertson and Rutherford Counties and will pursue education and outreach efforts with similar organizations in Sumner, Williamson and Wilson Counties.

- 3. Proposed Charges:** The applicant should list its benefit level charges, which should be reasonable in comparison with those of other similar facilities in the Service Area or in adjoining service areas.

Response: The applicant anticipates a net charge of \$ 171 for the first year of operation and \$ 174 for its second year of operation. As shown in the table in response to Item 9C of the Application, the applicant's charges compare favorably to those of other service area providers. For 2022, which is the last publicly available data, the charges for Heart and Soul Hospice are less than all but 5 of the 14 hospice providers providing services in the proposed counties. Please find below the benefit level charges of the applicant compared to existing service area hospice providers.

² American Family Physician Journal, *Racial Disparities at the End of Life*, <https://www.aafp.org/pubs/afp/issues/2021/1000/p346.html> (Oct. 2021).

**2022 Benefit Level Charges in the Service Area
Medicare Per Diem Rates**

Hospice	Routine Hospice Care	Continuous Hospice Care	General Inpatient	Respite Inpatient
Adoration Hospice (fka Hospice Advantage) (Davidson)	174	1462	1068	473
Alive Hospice (Davidson)	186	1322	982	437
Amedisys Hospice (Central Pike)* (Davidson)	159	500	500	429
Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)	161	500	500	429
Avalon Hospice (Davidson)	186	1322	982	437
Kindred Hospice (Davidson)	186	1322	982	437
Caris Healthcare (Davidson)	186	1322	982	437
Tennessee Quality Hospice (Madison)	174	1239	922	414
Caris Healthcare (Robertson)	186	1322	982	437
Comfort Care Hospice of Middle Tennessee (Robertson)	186	1322	982	437
Caris Healthcare (Rutherford)	186	1322	982	437
Highpoint Hospice (TN In Home Partners II, LLC) (Sumner)	159	1432	951	433
Aveanna Hospice** (Williamson)	156	1296	961	429
Guardian Hospice of Nashville, LLC (Williamson)	186	1320	982	437
Applicant - Heart and Soul Hospice, LLC	199	1432	1046	461

Source: 2022 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

4. Access: The applicant must demonstrate an ability and willingness to serve equally all of the Service Area in which it seeks certification. In addition to the factors set forth in HSDA Rule 0720-11-.01(1) (listing the factors concerning need on which an application may be evaluated), the HSDA may choose to give special consideration to an applicant that is able to show that there is limited access in the proposed Service Area.

Response: The Applicant believes, as it discussed in its original application, that not enough focus is placed on providing hospice services to the African American and minority population in the service area so this particular patient population is underserved. That said, the Applicant intends to serve all patient populations in the proposed service area. It has worked on providing education to the African American and other minority populations on the benefits of hospice for their loved ones and will do so for these additional counties. It has been successful in its efforts in its current service area in that it

Attachment 1NR

Supplemental #1

Attachment 1NR

Hospice Services
Certificate of Need Standards and Criteria



STATE OF TENNESSEE

STATE HEALTH PLAN

CERTIFICATE OF NEED STANDARDS AND CRITERIA

FOR

RESIDENTIAL HOSPICE SERVICES

AND HOSPICE SERVICES

The Health Services and Development Agency (HSDA) may consider the following standards and criteria for applications seeking to provide Residential Hospice and Hospice services. Existing providers of Residential Hospice and Hospice services are not affected by these standards and criteria unless they take an action that requires a new certificate of need (CON) for Residential Hospice and/or Hospice services.

These standards and criteria are effective immediately upon approval and adoption by the Governor of the State Health Plan updates for 2014. Applications to provide Residential Hospice and/or Hospice services that were deemed complete by HSDA prior to this date shall be considered under the Certificate of Need Standards and Criteria included in the State Health Plan updates for 2012.

Because of the unique nature of hospice services, the Division commits to reviewing these standards annually.

Definitions Applicable to both Residential Hospice Services and Hospice Services

1. **"Deaths"** shall mean the number of all deaths in a Service Area less that Service Area's number of reported homicide deaths, suicide deaths, and accidental deaths (which includes motor vehicle deaths), as reported by the State of Tennessee Department of Health. The number of reported infant deaths includes neonatal and post neonatal deaths and is reported separately under the respective cause of death; therefore, in order to prevent overlap, the number of infant deaths is not included discretely.

2. **"Residential Hospice"**¹ shall have that meaning set forth in Tennessee Code Annotated Section 68-11-201 or its successor.
3. **"Hospice"** shall refer to those hospice services not provided in a Residential Hospice Services facility.
4. **"Total Hospice"** shall mean Residential and Hospice Services combined.

STANDARDS AND CRITERIA APPLICABLE TO TOTAL HOSPICE

1. **Adequate Staffing:** An applicant should document a plan demonstrating the intent and ability to recruit, hire, train, assess competencies of, supervise, and retain the appropriate numbers of qualified personnel to provide the services described in the application. Importantly, the applicant must document that such qualified personnel are available for hire to work in the proposed Service Area. In this regard, an applicant should demonstrate its willingness to comply with the general staffing guidelines and qualifications set forth by the National Hospice and Palliative Care Organization.

Rationale: Health care professionals, including those who provide hospice services, are not uniformly located across the state, and rural areas showing some need for hospice services may not have a qualified hospice workforce. The Division believes that granting a CON for the provision of health care services without evidence that the applicant has a qualified workforce readily available to provide quality care to patients is not, in fact, providing access to quality health care.

Response:

Heart and Soul Hospice (the "Applicant") received approval of its CON on October 28, 2020 to initiate services in Davidson, Rutherford and Robertson Counties. It received state licensure on January 29, 2021. While the Applicant received its CHAP accreditation and Medicare certification effective June 21, 2021, it did not receive approval to begin billing Medicare until December 21, 2021. Billing approval allowed the Applicant to ramp up its services on January 1, 2022. Until the Applicant received Medicaid approval in early 2023, its patient population was limited primarily to Medicare patients.

The Applicant is requesting approval to add Sumner, Williamson and Wilson Counties to its service area. The Applicant currently has a qualified workforce and will expand as necessary to meet the additional patient need. As seen in the staffing table below, the expansion required to meet the needs of additional patients will be in the direct patient care positions; the administrative staff will not need to be adjusted to provide for additional patients.

The Applicant complies with the general staffing guidelines set forth by the National

¹ The Division recognizes the Guidelines for Growth's statement that "the purpose of residential hospice facilities is not to replace home care hospice services, but rather to provide an option to those patients who cannot be adequately cared for in the home setting." The Division also recognizes that Residential Hospice and Hospice providers may in fact provide the same services.

Hospice and Palliative Care Organization (“NHPCO”). The NHPCO sets forth guidelines to enable each hospice provider to estimate optimal staffing caseloads depending on their particular situation. Hospice care is diverse and the models for staffing are driven by variations in patient populations, population density, travel time, and other factors. The staffing guidelines outline a process for a hospice agency to analyze the different factors to help it determine the staffing ratios that are best for its hospice. The NHPCO no longer sets forth specific staffing numbers, but instead outlines the process for staffing so that each hospice agency can determine an appropriate number of staff based on its particular location, type of patients served and other factors.

As seen in response to question 8Q in the application, the following table shows the Existing FTEs and the Projected FTEs - both for the addition of these counties, as well as the expected growth of the existing service area, with the addition of these counties.

Position Classification	Existing FTEs: 2023	Projected FTEs: 2024 (Proposed Service Area)	Proposed Total FTEs (Existing plus Proposed Service Area)	Projected FTEs: 2024 (Additional growth for Existing Service Area)	Total FTEs: 2024
Direct Patient Care Positions	13	5	18	3	21
Non-Patient Care Positions	6	0	6	0	6
Contractual Position	1	0	1	0	1
Total Staff	20	5	25	3	28

RETENTION OF WORK FORCE

The Applicant has been successful in recruiting and retaining staff since it began operation. Heart and Soul Hospice focuses on work/life balance for its staff. It offers competitive wages, but ensures that it has sufficient staff so that staff is not stretched thin to the breaking point - which causes burnout of the staff and increases turnover. It has utilized a “hire ahead” philosophy to manage caseloads as the agency grows so that it is not always playing catch up in its hiring, which also helps ensure there is enough staff to support work/life balance. Heart and Soul Hospice stresses the mission and vision of the agency and makes staff feel that they are part of an important team and an employer that has their best interests at heart. All of these efforts have resulted in the ability to hire and keep sufficient staff.

Volunteers are also very important to the provision of hospice services. Heart and Soul Hospice has a Volunteer Coordinator who works with the volunteers as well as assists with recruiting of staff. Heart and Soul Hospice collaborates with Meharry Medical School to have students participate in a volunteer hospice program. These medical students primarily participate in family support activities, whereby they spend time with the family and provide needed companionship, while at the same time they are able to have a first-hand view of end of life and the care provided, which benefits the patients, their family members and the

medical students.

As seen in the table above, Heart and Soul Hospice needs 5 additional clinical staff to meet the needs of additional patients from the proposed service area counties and an additional 3 clinical staff to meet the needs of the growth in the existing service area for 2024, or the first full year of operation after approval of the CON application.

Heart and Soul Hospice does not anticipate any difficulties in recruiting additional staff, partly because of its success in hiring and retaining qualified staff as well as an expected increase in the number of nurses in the proposed service area counties. As seen in the table below, the number of RNs in the service area has increased significantly since 2020 for each of the proposed counties. The actual change in the number of RNs between 2020 and 2022 for the proposed service area is 723, or an increase of 6.4%.

**2020-2022 Registered Nurses by County
Proposed Hospice Service Area**

County	Number of RNs			Actual Change	Percent Change
	2020	2021	2022		
Sumner	3,472	3,548	3,658	186	5.4%
Williamson	5,130	5,346	5,369	239	4.7%
Wilson	2,621	2,770	2,919	298	11.4%
Total	11,223	11,664	11,946	723	6.4%

Source: <https://tnmap.tn.gov/health/nursing/>

- 2. Community Linkage Plan:** The applicant should provide a community linkage plan that demonstrates factors such as, but not limited to, relationships with appropriate health care system providers/services and working agreements with other related community services assuring continuity of care focusing on coordinated, integrated systems. Letters from physicians in support of an application should detail specific instances of unmet need for hospice services.

Response: The applicant has been successful in its community outreach for the initial counties of Davidson, Robertson and Rutherford. It has reached out to community leaders to get assistance in educating the relevant patient population, including the leaders of churches serving the African American community. Outreach to community based entities that focus on providing services to the elderly, such as Fifty Forward, has also been helpful in providing education to those patients and family members who will make decisions not just on whether or not to receive hospice services but on which provider to choose to provide such services. The applicant’s outreach efforts have also included providing education to area nursing facilities. Since Heart and Soul Hospice has contracted with TennCare providers, it has been able to broaden the patient population it serves and provide hospice services to nursing home and other patients.

Many of the support letters received by Heart and Soul Hospice focus on the difficulty of receiving timely hospice services as well as hospice services that focus on and best serve

minority patient populations. Among these letters of support, the applicant has received a letter of support from personnel at Claiborne and Hughes Nursing Home in Franklin, Williamson County, Tennessee. It is important to point out this particular letter because it notes that the nursing home sometimes has difficulty finding a hospice provider it can trust for same day admissions and that having an additional hospice provider will be helpful. The residents in this nursing home are those patients for which Heart and Soul Hospice is particularly well suited to provide services as almost 20% of the residents in this nursing home are African American and 96% of the patient days provided are Medicaid. Research has shown this the African American patient population that does not generally receive hospice services at the same rate as the non-minority patient population. Heart and Soul Hospice has a commitment to providing hospice services regardless of a patient's resources or poverty status. The minority population does not access many healthcare services, including hospice at the same rate as other populations. This is partly because of religious, cultural and personal beliefs related to illness, death and dying and a preference to receive any and all life-sustaining treatment until the end of life. According to the American Family Physician Journal, when addressing end-of-life matters, physicians offer less information about a diagnosis, prognosis, and treatments to African American patients. Failure to share such information can lead to care that conflicts with patient values and can cause late referrals to hospice or palliative care services.²

Where Heart and Soul Hospice has been particularly successful is in showing that hospice services can benefit the patient and his/her family by providing education and care planning early in a patient's disease progression rather than in the last days of life to illustrate that point. Ministers and other community leaders are frequently in a position of influence with the elderly population, including the indigent and African American population and assist in these efforts. Heart and Soul Hospice has been successful in working with churches and other racial organizations in Davidson, Robertson and Rutherford Counties and will pursue education and outreach efforts with similar organizations in Sumner, Williamson and Wilson Counties.

- 3. Proposed Charges:** The applicant should list its benefit level charges, which should be reasonable in comparison with those of other similar facilities in the Service Area or in adjoining service areas.

Response: The applicant anticipates a net charge of \$ 171 for the first year of operation and \$ 174 for its second year of operation. As shown in the table in response to Item 9C of the Application, the applicant's charges compare favorably to those of other service area providers. For 2022, which is the last publicly available data, the charges for Heart and Soul Hospice are less than all but 5 of the 14 hospice providers providing services in the proposed counties. Please find below the benefit level charges of the applicant compared to existing service area hospice providers.

² American Family Physician Journal, *Racial Disparities at the End of Life*, <https://www.aafp.org/pubs/afp/issues/2021/1000/p346.html> (Oct. 2021).

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Applicant - Heart and Soul Hospice, LLC	199	1432	1046	461

Source: 2022 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

4. Access: The applicant must demonstrate an ability and willingness to serve equally all of the Service Area in which it seeks certification. In addition to the factors set forth in HSDA Rule 0720-11-.01(1) (listing the factors concerning need on which an application may be evaluated), the HSDA may choose to give special consideration to an applicant that is able to show that there is limited access in the proposed Service Area.

Response: The Applicant believes, as it discussed in its original application, that not enough focus is placed on providing hospice services to the African American and minority population in the service area so this particular patient population is underserved. That said, the Applicant intends to serve all patient populations in the proposed service area. It has worked on providing education to the African American and other minority populations on the benefits of hospice for their loved ones and will do so for these additional counties. It has been successful in its efforts in its current service area in that it

serves a larger proportion of African American patients than do other hospice agencies in its service area.

5. **Indigent Care:** The applicant should include a plan for its care of indigent patients in the Service Area, including:
 - a. Demonstration of a plan to work with community-based organizations in the Service Area to develop a support system to provide hospice services to the indigent and to conduct outreach and education efforts about hospice services.
 - b. Details about how the applicant plans to provide this outreach.
 - c. Details about how the applicant plans to fundraise in order to provide indigent and/or charity care.

Response: The Applicant currently works with a large number of community-based organizations in its service area and has been successful in helping to develop a support system to provide hospice services to the indigent. Ministers and other community leaders are frequently in a position of influence with the elderly population, including the indigent and African American population, and provide them with relevant literature so that they can be in a position to understand themselves and to explain the benefits of hospice services to both patients and their family members. These initiatives have been successful in its existing service area and it plans to continue them with similar entities in its expanded service area.

Because the majority of hospice patients are 65 and older, they are covered by Medicare. If they are also indigent, they will generally qualify for TennCare. Because of the existence of such payor sources, the applicant does not anticipate needing to fundraise for the provision of care for the patients. However, where the patients need assistance in paying the bills for the non-hospice related necessary items like food, clothing and shelter. The applicant has established a foundation, the Heart and Soul Hospice Foundation, to provide assistance for these necessary items.

6. **Quality Control and Monitoring:** The applicant should identify and document its existing or proposed plan for data reporting, quality improvement, and outcome and process monitoring system. Additionally, the applicant should provide documentation that it is, or intends to be, fully accredited by the Joint Commission, the Community Health Accreditation Program, Inc., the Accreditation Commission for Health Care, another accrediting body with deeming authority for hospice services from the Centers for Medicare and Medicaid Services (CMS) or CMS licensing survey, and/or other third party quality oversight organization. The applicant should inform the HSDA of any other hospice agencies operating in other states with common ownership to the applicant of 50% or higher, or with common management, and provide a summary or overview of those agencies' latest surveys/inspections and any Department of Justice investigations and/or settlements.

Rationale: This information will help inform the HSDA about the quality of care the applicant's common ownership and/or management provides in other states and the likelihood of its providing similar quality of care in Tennessee.

Response: The applicant is accredited by Community Health Accreditation Program (“CHAP”) and follows its quality standards. CHAP divides its Standards of Excellence into three key areas: patient centered care, safe care delivery, and sustainable organizational structure. Each key performance area has standards and evidence guidelines. There have been no items of concern related to applicant’s CHAP accreditation nor applicant’s Medicare certification. The applicant annually files a Joint Annual Report, QAPI report, and, additionally, requests family satisfaction surveys upon the discharge of a loved one. In the surveys, families cite to the applicant as being “a higher caliber of a care team than most,” and a provider that provides a quick “passion response time, [and] attention to detail.”

Neither the Applicant, nor any of its principals, has an ownership interest of 50% or greater in any hospice agencies in other states.

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

Response: The Applicant agrees to provide the Department of Health and/or the Health Facilities Commission with all such information as is reasonably requested.

8. **Education:** The applicant should provide details of its plan in the Service Area to educate physicians, other health care providers, hospital discharge planners, public health nursing agencies, and others in the community about the need for timely referral of hospice patients.

Response: The Applicant provides robust training and information to educate physicians, hospital discharge planners, public health nursing agencies, nursing homes, and others in the community about the need for timely referral of hospice patients. The Applicant provides webinars and in-person training for the staff of the providers on topics such as the stages of grief, and literature such as a physician’s quick reference guide to hospice. This information and education benefits the patient in that the providers and others are more informed about the benefits of hospice care and can deal with the patients and their affected family members in a more informed and compassionate manner.

RESIDENTIAL HOSPICE SERVICES

DEFINITIONS

9. **"Service Area"** shall mean the county or contiguous counties represented on an application as the reasonable area in which a health care institution intends to provide Residential Hospice Services and/or in which the majority of its service recipients reside. A radius of 50 miles and/or a driving time of up to 1 hour from the site of the residential hospice services facility may be considered a "reasonable area;" however, full counties shall be included in a Service Area. Only counties with a Hospice Penetration Rate that is

less than 80 percent of the Statewide Median Hospice Penetration Rate may be included in a proposed Service Area.

- 10. "Statewide Median Hospice Penetration Rate" (SMHPR)** shall mean the number equal to the Hospice Penetration Rate (as described in the following Need Formula) for the median county in Tennessee.

ADDITIONAL SPECIFIC STANDARDS AND CRITERIA FOR RESIDENTIAL HOSPICE SERVICES

Note that, while a "need formula" is set forth below, the decision to approve a CON application hereunder should be determined by the cumulative weight of all standards and criteria, including those set forth earlier herein.

- 11. Need Formula:** The need for Residential Hospice Services should be determined by using the following Hospice Need Formula, which should be applied to each county in Tennessee:

$$A / B = \text{Hospice Penetration Rate}$$

Where:

A = the mean annual number of Hospice unduplicated patients served in a county for the preceding two calendar years as reported by the Tennessee Department of Health;

and

B = the mean annual number of Deaths in a county for the preceding two calendar years as reported by the Tennessee Department of Health.

Note that the Tennessee Department of Health Joint Annual Report for Hospice defines "unduplicated patients served" as "number of patients receiving services on day one of reporting period plus number of admissions during the reporting period."

Need is established in a county (thus, enabling an applicant to include it in the proposed Service Area) if its Hospice Penetration Rate is less than 80% of the Statewide Median Hospice Penetration Rate; further, existing Residential Hospice Services providers in a proposed Service Area must show an average occupancy rate of at least 85%.

The following formula to determine the demand for additional hospice service recipients should be applied to each county included in the proposed service area, and the results for each county's calculation should be aggregated for the proposed service area:

$$(80\% \text{ of the SMHPR} - \text{County Hospice Penetration Rate}) \times B$$

Rationale: The use of an SMHPR is a methodology employed by many states; the Division paid particular attention to the Kentucky model (which employs an 80% rate), as Kentucky's population is similar geographically and culturally to that of Tennessee. The Division considered ranges from 70-85%, but felt that the results of rates lower than 80% were too restrictive. Only three additional counties showed need using the 85% rate as opposed to the 80% one, and those had low single-digit-need numbers. Thus, the 80% rate is proposed. The Division believes that using the median county rate supports the view that rural counties cannot quickly reach the higher penetration rates of Tennessee's metropolitan areas. The underlying purpose is to help encourage orderly growth by using an SMHPR that ratchets upward across the state as hospice providers strive to exceed 80% of the median county's hospice penetration rate. Thus, utilization should continue to increase, albeit gradually, and provide the opportunity in the underutilizing counties for more hospice services by agencies that can expect a market to exist for those services.

Response: Not applicable.

12. Types of Care: An applicant should demonstrate whether or not it will have the capability to provide general inpatient care, respite care, continuous home care, and routine home care to its patients. If it is not planning to provide one or more of these listed types of care, the applicant should explain why.

Response: Not applicable.

13. Continuum of Care Regarding the Expansion from NonResidential Hospice Services: An applicant for Residential Hospice Services that provides Hospice Services should explain how the Residential Hospice Services will maintain or enhance the Hospice Services' continuum of care to ensure patients have access to needed services. An applicant should provide assurances that it understands and will comply with any existing Medicare reimbursement requirements (e.g., the provision of different levels of hospice care, including any total patient care day allowances) and evidence that there are a sufficient number of potential hospice service recipients that will enable it to so comply.

Rationale: Currently³, Medicare pays nearly 90% of all hospice claims. The Medicare hospice benefit produces an incentive to recruit as many new patients as possible and to keep them on the service as long as possible. Unlike other segments of the health care industry, where revenues and costs can vary widely, Medicare pays a set daily rate for each person in hospice care, with higher allowances for patients that require more attention.

As part of its interest in ensuring that hospice programs serve only patients who are eligible and appropriate for hospice care, Medicare limits the total number of days of inpatient care (the sum of general inpatient care (GIP) and inpatient respite care days) for which a hospice may be reimbursed. The cap is set at 20 percent of the hospice's total patient care days. The Department of Health and Human Services' Office of Inspector General (OIG), in a May 3, 2013, memo to Marilyn Tavenner, Acting Administrator for

³ As of January 9, 2015.

Centers for Medicare & Medicaid Services (CMS), stated that CMS staff "have expressed concerns about possible misuse of GIP" by hospice programs and noted a \$2.7 million settlement with a hospice program for allegedly having billed for GIP when patients actually received routine home care (which has a lower reimbursement rate). "Long lengths of stay and the use of GIP in inpatient units need further review to ensure that hospices are using GIP as intended and providing the appropriate level of care. OIG is committed to looking into these issues further and will conduct a medical record review that will assess the appropriateness of GIP provided in different settings." The Division adds the above requirement as a way to ensure that the HSDA and applicants understand the importance that an applicant provide hospice services appropriately. The Division believes that the HSDA, through its application of appropriately developed CON standards and criteria, can serve an important role in reducing opportunities for Medicare/Medicaid fraud and abuse in Tennessee.

Response: Not applicable.

- 14. Assessment Period:** After approval by the HSDA of a residential hospice services CON application, no new residential hospice services CON application — whether for the initiation of services or for the expansion of services — should be considered for any county that is added to or becomes part of a Service Area until JAR data for residential hospice services can be analyzed and assessed by the Division to determine the impact of the approval of the CON.

Assessment Period Rationale: This Standard is designed to ensure that the impact of the provision of hospice services as a result of the approval of a new CON is accounted for in any future need calculations for a Service Area.

Response: Not applicable.

HOSPICE SERVICES

DEFINITIONS

- 15. "Service Area"** shall mean the county or contiguous counties represented on an application as the area in which an applicant intends to provide Hospice Services and/or in which the majority of its service recipients reside.

- 16. "Statewide Median Hospice Penetration Rate" (SMHPR)** shall mean the number equal to the Hospice Penetration Rate (as described below) for the median county in Tennessee.

ADDITIONAL SPECIFIC STANDARDS AND CRITERIA FOR HOSPICE SERVICES

Note that, while a "need formula" is set forth below, the decision to approve a CON application hereunder should be determined by the cumulative weight of all standards and

criteria, including those set forth earlier herein.

- 17. Need Formula:** The need for Hospice Services should be determined by using the following Hospice Need Formula, which should be applied to each county in Tennessee:

$A / B = \text{Hospice Penetration Rate}$

Where:

A = the mean annual number of Hospice unduplicated patients served in a county for the preceding two calendar years as reported by the Tennessee Department of Health;

and

B = the mean annual number of Deaths in a county for the preceding two calendar years as reported by the Tennessee Department of Health.

Note that the Tennessee Department of Health Joint Annual Report of Hospice Services defines "unduplicated patients served" as "number of patients receiving services on day one of reporting period plus number of admissions during the reporting period."

Need should be established in a Service Area as follows:

- a. For a hospice that is initiating hospice services:
- i. The Hospice Penetration Rate for the entire proposed Service Area is less than 80% of the SMHPR;

AND

- ii. There is a need shown for at least 100 total additional hospice service recipients in the proposed Service Area, provided, however, that every county in the Service Area shows a positive need for additional hospice service recipients.

Preference should be given to applications that include in a proposed Service Area only counties with a Hospice Penetration Rate that is less than 80% of the SMHPR; however, an application may include a county or counties that meet or exceed the SMHPR if the applicant provides good reason, as determined by the HSDA, for the inclusion of any such county and: 1) if the HSDA finds that such inclusion contributes to the orderly development of the healthcare system in any such county, and 2) the HSDA finds that such inclusion is not intended to include a county or counties that meet(s) or exceed(s) the SMHPR solely for the purpose of gaining entry into such county or counties. Letters of support from referring physicians in any such county noting the details of specific instances of unmet need should be provided by the applicant.

- b. For a hospice that is expanding its existing Service Area:

- i. There is a need shown of at least 40 additional hospice service recipients in each of the new counties being added to the existing Service Area.

Taking into account the above guidelines, the following formula to determine the demand for additional hospice service recipients should be applied to each county, and the results should be aggregated for the proposed service area:

$$(80\% \text{ of the Statewide Median Hospice Penetration Rate} \text{ — County Hospice Penetration Rate}) \times B$$

Rationale 17a: The Division believes that hospice services in Tennessee are under-utilized, most likely as a result of community and societal norms and a need for more education to the general public on the benefits of hospice. Consequently, the Division believes that hospice services should be encouraged, within reason, in Tennessee and that providing broader opportunities for these services will help educate the public as to their value. Under 17a, the ability to include within a Service Area a county that meets or exceeds the SMHPR should assist in the grouping of counties within a Service Area, thus providing more hospice services opportunities, provided that there is no detriment to the orderly development of the healthcare system as a result.

The Tennessee Hospice Association and other stakeholders provided information that 120 hospice service recipients is a larger than necessary number to ensure economic sufficiency of a hospice that is initiating hospice services. Consensus opinion appears to agree that 100 hospice service recipients is a sufficient number.

Response: Please see the tables and need formula below. The Tennessee Department of Health has released death statistics up until 2021, so the tables represent data from 2020 and 2021 as the two most recent preceding years.

Hospice Penetration Rate

County	2020 Patients Served	2021 Patients Served	Mean (A)	2020 Deaths	2021 Deaths	Mean (B)	County Hospice Penetration Rate (C)	Statewide Penetration Median Rate (D)	Demand for Additional Service (E)
Sumner	1,236	1,207	1,222	2,026	2,334	2,180	0.56	0.566	-233.70
Williamson	1,186	1,109	1,148	1,627	1,680	1,654	0.69	0.566	-392.33
Wilson	772	786	779	1,525	1,572	1,549	0.50	0.566	-73.11
Total	3,194	3,102	3,148	5,178	5,586	5,382	0.58	0.566	-684.60

*Source: 2020-2021 Joint Annual Reports; Tennessee Dept. of Health, Division of Vital Records and Statistics; Hospice Rates and Projected Need, Tennessee Dept. of Health, Division of Policy, Planning and Assessment, Office of Health Statistics

**Annual Deaths Per Tennessee County
With Rates Per 1,000 Population by Race**

County	2020 Data			2021 Data		
	Total Deaths	White	Black	Total Deaths	White	Black
Sumner	2,026 (10.4)	1,872 (11.0)	130 (7.8)	2,334 (11.6)	2,150 (12.3)	155 (8.9)
Williamson	1,627 (6.6)	1,493 (6.9)	95 (8.7)	1,680 (6.6)	1,568 (7.0)	89 (8.0)
Wilson	1,525 (10.3)	1,381 (10.6)	129 (11.3)	1,572 (10.3)	1,451 (10.9)	105 (8.8)
STATE	84,194 (12.2)	70,245 (13.0)	12,906 (11.0)	91,127 (13.1)	76,207 (14.0)	13,992 (11.8)

*Source: Tennessee Dept. of Health, Division of Vital Records and Statistics

Patients Served by Service Area Hospice Agencies (2022)

	White	Black	Other	Total	% Black
Sumner	1,104	95	62	1,261	7.5%
Williamson	1,031	49	62	1,142	4.3%
Wilson	831	51	36	918	5.6%
Total	2,966	195	160	3,321	5.9%

*Source: 2022 Joint Annual Reports

Population by Service Area County (Age 65+) (2022)

	White Population	Black Population	Other Population	Total County Population	% Black
Sumner	31,886	1,845	1,236	34,967	5.3%
Williamson	34,972	1,502	1,845	38,319	3.9%
Wilson	23,966	1,415	853	26,234	5.4%
Total	90,824	4,762	3,934	99,520	4.8%

*Source: Tennessee Dept. of Health, Division of PHA

(<https://www.tn.gov/content/dam/tn/health/documents/population/Population-Projections-2020-2034-TN-CoPopProj-2021-series.pdf>)

Patients Served by Current Service Area Hospice Agencies by County (2022)

	White	Black	Other	% Black
Davidson	2,255	385	166	13.7%
Robertson	469	30	18	5.8%
Rutherford	1,097	96	74	7.6%

Source: 2022 Joint Annual Reports

Patients Served by Current Service Area Hospice Agencies by Agency (2022)

	White	Black	Other	% Black
Adoration Hospice (Davidson)	538	47	6	8.0%
Alive Hospice (Davidson)	2,715	326	122	10.3%
Amedisys Hospice (Central Pike) (Davidson)*	215	15	25	5.9%
Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)	445	36	73	6.5%
Avalon Hospice (Davidson)	5,686	309	181	5.0%
Caris Healthcare (Davidson)	1,253	89	56	6.4%
Encompass Health Hospice (Davidson)	18	2	37	3.5%

Heart and Soul Hospice (Davidson)	34	14	1	28.6%
Kindred Hospice (Davidson)	274	112	13	28.1%
Kindred Hospice (Montgomery)	No JAR	No JAR	No JAR	No JAR
Tennova Home Health and Hospice - Clarksville (Robertson)	303	56	16	14.9%
Caris Healthcare (Robertson)	221	17	15	6.6%
Caris Healthcare (Rutherford)	819	24	41	2.7%
Comfort Care Hospice of Middle Tennessee (Rutherford)	240	17	2	6.6%
Caris Healthcare (Sumner)	No JAR	No JAR	No JAR	No JAR
Highpoint Hospice (TN In Home Partners II, LLC) (Williamson)	410	28	7	6.3%
Aveanna Hospice (Williamson)**	985	81	102	6.9%

Source: 2022 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

Rationale 17b: Other states provide for the ability of an existing hospice to expand its Service Area where positive need is shown at 40-50% of the criterion required for a new hospice to institute services, thus a number of 40 additional hospice service recipients is suggested. Existing agencies are presumed to have the infrastructure in place for such expansion.

Response: Heart and Soul Hospice feels that because it already has the necessary infrastructure, which does not need to be increased as a result of the proposed additional counties, that a number in the range of 40 additional hospice recipients is sufficient to justify need to add the counties.

18. Assessment Period: After approval by the HSDA of a hospice services CON application, no new hospice services CON application — whether for the initiation of services or for the expansion of services — should be considered for any county that is added to or becomes part of a Service Area until JAR data for hospice services can be analyzed and assessed by the Division to determine the impact of the approval of the CON.

Assessment Period Rationale: This Standard is designed to ensure that the impact of the provision of hospice services as a result of the approval of a new CON is accounted for in any future need calculations for a Service Area.

Response: Shalom Hospice LLC (CN2203-014) received approval and is licensed but has not yet filed a JAR. It is licensed in Williamson, Davidson and Rutherford Counties. The applicant does not feel it should affect its approval in Williamson County, as it received approval prior to Heart and Soul Hospice filing its 2022 JAR.

Additional Comments and Rationale Statements for Revised and Updated Standards and Criteria for Hospice Services

Definitions

Deaths: The Division of Health Planning patterns its need formula off the Kentucky certificate of need formula that takes into account all deaths, instead of using a type of cancer death weighted formula that appeared in the Guidelines for Growth. Cancer patient utilization of hospice services has lessened in relation to non-cancer patients, while the utilization of hospice services continues to grow.

Residential Hospice and Hospice: The Division recognizes that residential hospice services and hospice services are able to perform the same level of services and has thus not distinguished between the need for hospice services based on the two types of service providers. However, certain standards and criteria, such as service area, provide for a difference in consideration of an application.

Standards and Criteria

Quality of Care: Providing for adequate and qualified staffing is an important part of providing quality care to patients, and is one of the State Health Plan's Principles for Achieving Better Health. A community linkage plan that assures continuity of care also falls within this Principle. Letters from physicians in support of an application should detail specific instances of unmet need for hospice services. Quality improvement, data reporting, and outcome and process monitoring fall under this Principle as well, as does accreditation/quality oversight of the hospice service program. Finally, it should be noted that Medicare currently requires all four levels of hospice care for reimbursement (which also supports the third Principle regarding Economic Efficiencies).

Access: The second Principle for Achieving Better Health in the State Health Plan focuses on access to care. Accordingly, the applicant must demonstrate an ability and willingness to serve equally all of the Service Area in which it seeks certification and provide a plan for its care of indigent patients. As well, in addition to the factors set forth in HSDA Rule 0720-11-.01(1) (listing the factors concerning need on which an application may be evaluated), the HSDA may choose to give special consideration to an applicant that is able to show that there is limited access in the proposed Service Area. The revisions to the need formula in 17b are meant to encourage the provision of hospice services in counties that otherwise do not meet the need formula, thus providing better access for the community.

Economic Efficiencies: The third Principle for Achieving Better Health focuses on encouraging economic efficiencies in the health care system. The new standards and criteria provide that the applicant's proposed charges should be reasonable in comparison with those of other similar facilities in the Service Area or in adjoining service areas. Educating the health care community on hospice services also falls within this Principle; the education component also addresses the fifth Principle of recruiting, developing, and retaining a

sufficient qualified health care workforce.

Data Needs: The Division recognizes that hospice patients known as "general inpatients" receive hospice services in locations other than their homes, such as nursing homes and hospitals, and that these patients are not separately identified on the Joint Annual Report. The Division aims to correct this omission in the future to better account for the total utilization of hospice services.

NOTE: A previously proposed standard providing for the showing of an "unmet demand" has been deleted, for the following three reasons: 1) The Division believes that an unintended consequence of that proposed standard would have been the preclusion of a new, non-county-contiguous hospice agency ever to develop a Service Area from those counties and receive a CON to serve them; 2) After review of hospice utilization data for the past three JARs, the Division has learned that, in counties that showed a positive need of less than 40 under the existing need formula, existing hospice agencies met substantially all (if not all) of the positive need of additional hospice service recipients, providing evidence that the orderly development of hospice services in such counties currently exists; and 3) the Division recognizes that the HSDA already has the inherent authority to determine, based on evidence provided, that there is a need for expansion of hospice services into adjacent counties beyond that shown by the need formula.

Attachment 1NR

Charity Care Policy

CHARITY CARE

Policy No. 5-017

PURPOSE

To identify the criteria to be applied when accepting patients for charity care.

POLICY

Patients without third-party payer coverage and who are unable to pay for medically necessary care will be accepted for charity care admission, per established criteria.

Heart and Soul Hospice will establish objective criteria and financial screening procedures for determining eligibility for charity care.

The organization will consistently apply the charity care policy.

PROCEDURE

1. When it is identified that the patient has no source for payment of services and requires medically necessary care/service, the patient must provide personal financial information upon which the determination of charity care will be made.
2. A social worker, as available, will meet with the patient to determine potential eligibility for financial assistance from other community resources.
3. The Executive Director/Administrator, with the appropriate program director, will review all applicable patient information, including financial declarations, physician (or other authorized licensed independent practitioner) orders, initial assessment information, and social work notes to determine acceptance for charity care.
4. All documentation utilized in the determination for acceptance for charity care will be maintained in the patient's billing record.
5. When financial declarations reveal the patient is able to make partial payment for services, the Executive Director/Administrator, with the appropriate program director, will determine the sliding-fee schedule to be implemented.
6. The revised sliding-fee schedule will be presented to the patient for agreement and signature.
7. After acceptance for charity care, the patient's ability to pay will be reassessed every 60–90 days.
8. When the organization is unable to admit the patient or to continue charity care, every effort will be made to refer the patient for appropriate care/service with an alternate provider.

9. The referral source will be advised of acceptance, non-acceptance, continuation, or discharge from charity care.

Attachment 1N-Supplemental #2

Attachment 1NR2 - Page 15R2

- i. There is a need shown of at least 40 additional hospice service recipients in each of the new counties being added to the existing Service Area.

Taking into account the above guidelines, the following formula to determine the demand for additional hospice service recipients should be applied to each county, and the results should be aggregated for the proposed service area:

(80% of the Statewide Median Hospice Penetration Rate — County Hospice Penetration Rate) x B

Rationale 17a: The Division believes that hospice services in Tennessee are under-utilized, most likely as a result of community and societal norms and a need for more education to the general public on the benefits of hospice. Consequently, the Division believes that hospice services should be encouraged, within reason, in Tennessee and that providing broader opportunities for these services will help educate the public as to their value. Under 17a, the ability to include within a Service Area a county that meets or exceeds the SMHPR should assist in the grouping of counties within a Service Area, thus providing more hospice services opportunities, provided that there is no detriment to the orderly development of the healthcare system as a result.

The Tennessee Hospice Association and other stakeholders provided information that 120 hospice service recipients is a larger than necessary number to ensure economic sufficiency of a hospice that is initiating hospice services. Consensus opinion appears to agree that 100 hospice service recipients is a sufficient number.

Response: Please see the tables and need formula below. The Tennessee Department of Health has released death statistics up until 2021, so the tables represent data from 2020 and 2021 as the two most recent preceding years.

Hospice Penetration Rate

County	2020 Patients Served	2021 Patients Served	Mean (A)	2020 Deaths	2021 Deaths	Mean (B)	County Hospice Penetration Rate (C)	Statewide Penetration Median Rate (D)	Demand for Additional Service (E)	80% of Statewide Penetration Median Rate (D2)	Demand for Additional Service per 80% of Statewide Penetration Rate (E2)
Sumner	1,236	1,207	1,222	2,026	2,334	2,180	0.56	0.566	-233.70	0.411	-504.02
Williamson	1,186	1,109	1,148	1,627	1,680	1,654	0.69	0.566	-392.33	0.411	-597.42
Wilson	772	786	779	1,525	1,572	1,549	0.50	0.566	-73.11	0.411	-265.19
Total	3,194	3,102	3,148	5,178	5,586	5,382	0.58	0.566	-684.60	0.411	-1,351.96

*Source: 2020-2021 Joint Annual Reports; Tennessee Dept. of Health, Division of Vital Records and Statistics; Hospice Rates and Projected Need, Tennessee Dept. of Health, Division of Policy, Planning and Assessment, Office of Health Statistics

Annual Deaths Per Tennessee County With Rates Per 1,000 Population by Race

County	2020 Data			2021 Data		
	Total Deaths	White	Black	Total Deaths	White	Black

Attachment 1N-Supplemental #3

Attachment 1NR3 - Page 15R3

recipients in each of the new counties being added to the existing Service Area.

Taking into account the above guidelines, the following formula to determine the demand for additional hospice service recipients should be applied to each county, and the results should be aggregated for the proposed service area:

(80% of the Statewide Median Hospice Penetration Rate — County Hospice Penetration Rate) x B

Rationale 17a: The Division believes that hospice services in Tennessee are under-utilized, most likely as a result of community and societal norms and a need for more education to the general public on the benefits of hospice. Consequently, the Division believes that hospice services should be encouraged, within reason, in Tennessee and that providing broader opportunities for these services will help educate the public as to their value. Under 17a, the ability to include within a Service Area a county that meets or exceeds the SMHPR should assist in the grouping of counties within a Service Area, thus providing more hospice services opportunities, provided that there is no detriment to the orderly development of the healthcare system as a result.

The Tennessee Hospice Association and other stakeholders provided information that 120 hospice service recipients is a larger than necessary number to ensure economic sufficiency of a hospice that is initiating hospice services. Consensus opinion appears to agree that 100 hospice service recipients is a sufficient number.

Response: Please see the tables and need formula below. The Tennessee Department of Health has released death statistics up until 2021, so the tables represent data from 2020 and 2021 as the two most recent preceding years.

Hospice Penetration Rate

County	2020 Patients Served	2021 Patients Served	Mean (A)	2020 Deaths	2021 Deaths	Mean (B)	County Hospice Penetration Rate (C)	Statewide Penetration Median Rate (D)	80% of Statewide Penetration Median Rate (D2)	Demand for Additional Service per 80% of Statewide Penetration Rate (E2)
Sumner	1,236	1,207	1,222	1,834	2,100	1,967	0.621	0.566	0.411	(414)
Williamson	1,186	1,109	1,148	1,478	1,515	1,497	0.767	0.566	0.411	(533)
Wilson	773	786	780	1,338	1,409	1,374	0.568	0.566	0.411	(218)
Total Service Area	3,195	3,102	3,149	4,650	5,024	4,837	0.651	0.566	0.411	(1,165)
TN Total	44,011	45,022	44,517	75,666	81,575	78,621	0.566	0.566	0.411	(12,238)

*Source: Tennessee Department of Health, Division of Policy, Planning and Assessment, Office of Health Statistics. Death Statistical System, 2017-2021. Nashville, Tennessee. 2020-2021 JAR Hospice (not including Residential Hospice) data used for patient data.

Annual Deaths Per Tennessee County With Rates Per 1,000 Population by Race

ORIGINAL
APPLICATION



**State of Tennessee
Health Facilities Commission**

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

CERTIFICATE OF NEED APPLICATION

1A. Name of Facility, Agency, or Institution

Heart and Soul Hospice, LLC
Name
402 BNA Drive, Suite 305
Street or Route Davidson
Nashville
City Tennessee
Tennessee
State 37217
37217
Zip
www.heartandsoulhospice.com
Website Address

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

2A. Contact Person Available for Responses to Questions

Kim Harvey Looney
Name Attorney
K & L Gates LLP
Company Name kim.looney@klgates.com
501 Commerce Street, Suite 1500
Street or Route Email Address
Nashville
City Tennessee
Tennessee
State 37205
37205
Zip
Attorney
Association with Owner 615-780-6727
615-780-6727
Phone Number

3A. Proof of Publication

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

Date LOI was Submitted: June 7, 2023

Date LOI was Published: June 7, 2023

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: Hospice
- 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

Heart and Soul Hospice, LLC
Name
402 BNA Drive, Suite 305
Street or Route
Nashville
City
Tennessee
State
615-835-3822
Phone Number
37217
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)

Response: Please see Attachment 7A for a copy of the Articles of Organization, documentation of active status of the entity and a copy of an organizational chart.

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

Response: The Applicant is a Tennessee limited liability company owned 50% by David Turner, 25% by Andre L. Lee, DPA, and 25% by Reverend Sandy McClain. All principals are of African American descent.

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

N/A
Name

Street or Route		County
City	State	Zip
Website Address		

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

Response: Not applicable.

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) _____

Response: Please see Attachment 9A for a copy of the fully executed lease.

10A. Floor Plan

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

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

Response: Please see Attachment 10A for a copy of the floor plan.

11A. Public Transportation Route

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

Response: The site is located just off I40 and Briley Parkway so it is easily accessible to staff should they have to go to the office. The hospice clinical staff travels to the patients to provide services rather than the patients traveling to the office site to receive treatment. Therefore, the existence of convenient public transportation routes is not relevant for patients.

12A. Plot Plan

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

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

(Attachment 12A)

Response: Not applicable.

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

Response:

Description and Service Area: Heart and Soul Hospice currently provides hospice services in Davidson, Robertson and Rutherford Counties. It proposes to initiate hospice services in 3 additional adjacent counties: Sumner, Williamson and Wilson.

Ownership Structure: Heart and Soul Hospice, LLC is a Tennessee limited liability company owned 50% by David Turner, 25% by Andre L. Lee, DPA, and 25% by Reverend Sandy McClain. An organizational chart is included in Attachment 7A.

Existing similar service providers: Please see table below for existing service area providers. There are 14 providers; 6 are licensed in all 3 counties, 4 are licensed in 2 of the 3 counties, and 4 are licensed in only 1 of the 3 counties. A list of all hospice agencies licensed for the proposed additional counties is included in Attachment 1E.

Hospice Agency	Home County	Sumner	Williamson	Wilson
Adoration Hospice (fka Hospice Advantage)	Davidson	X	X	X
Alive Hospice	Davidson	X	X	X
Amedisys Hospice (Central Pike)	Davidson	X	X	X
Amedisys Hospice an Adventa Co (Woodland/Royal)	Davidson	X	X	X
Avalon Hospice	Davidson	X	X	X
Caris Healthcare	Davidson		X	
Caris Healthcare	Robertson	X		X
Caris Healthcare	Rutherford		X	X
Comfort Care Hospice of Middle Tennessee	Robertson	X		
Highpoint Hospice (TN In Home Partners II, LLC)	Sumner	X		X
Aveanna Hospice	Williamson	X	X	X
Kindred Hospice	Davidson		X	X

Guardian Hospice of Nashville	Williamson		X	
Tennessee Quality Hospice	Madison		X	

Project Cost: The estimated project costs are \$39,960 plus the \$3,000 filing fee for a total of \$42,960.

Staffing: The applicant currently has 20 total staff, including 13 direct patient care positions. It anticipates adding an additional 5 direct patient care positions to accommodate the utilization anticipated from the addition of the 3 proposed counties of Sumner, Williamson and Wilson. With additional growth in the existing service area, the applicant expects to increase direct patient care positions by 3 more for a total staff in the first full year of operation of 28 for the total agency.

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

Response:

Need: There is a need for additional hospice services in the proposed area based on the health inequity of the care received by patients at the end of life based on race or socioeconomic status. Heart and Soul Hospice has been successful in meeting the need for hospice services for those patients in its existing service area. It has specifically targeted the minority patient. As shown on its JAR for 2022, almost 30% of the patients it served were black. With its recent approvals from TennCare MCOs, the applicant feels that the percentage of black patients it serves will increase. As shown throughout the application, the applicant has provided significant community outreach efforts and education regarding hospice specifically to those entities that are affiliated with the elderly black population - in particular the church community. It seeks to eliminate disparities in end-of-life care. Its efforts have been successful in increasing access to hospice services for the black patient population. As shown in the letters of support provided with this application, providers have issues with receiving same-day admits for hospice services and having an additional provider they can count on to provide those services is important for their patients. In particular, one letter states that “bringing in a hospice provider [Heart

and Soul Hospice] with an understanding and sensitivity of both the cultural and spiritual needs of the population they serve will be of great benefit to our community.”

Quality Standards: Heart and Soul Hospice is accredited by Community Health Accreditation Program (“CHAP”) and follows its quality standards. Each key performance area - patient centered care, safe care delivery, and sustainable organizational structure, has standards and evidence guidelines. The applicant annually files a Joint Annual Report, QAPI Report, and, additionally, requests family satisfaction surveys upon the discharge of a loved one. In the surveys, families cite to Heart and Soul Hospice as being “a higher caliber of a care team than most,” and a provider that provides a quick “passion response time, [and] attention to detail.”

Consumer Advantage:

Choice:

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

Affordability:

There is clearly an advantage to consumers if those patient populations that are currently not receiving access to a necessary health care service such as hospice, have access to a provider who understands their specific needs and hesitancy in accessing such services. Mistrust of the medical profession in general and knowledge about hospice organizations are two of the reasons that the African American community has been reluctant to use hospice services. Per the provided news articles in Attachment 4N, patient education is particularly key and it is helpful when hospice agencies are “run by people who look like the patients they serve.” (Hospice News, *Heart and Soul Hospice Works to Improve Utilization Among Underserved Populations* (Jan. 7, 2022)). The choice of Heart and Soul Hospice will improve access and availability of a necessary health care service to a vulnerable patient population. In addition, Heart and Soul Hospice is one of the most affordable options in the area. Of the 14 hospice agencies serving Sumner, Williamson and Wilson counties, Heart and Soul Hospice has charges that are lower than all but 3 of the agencies.

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>0</u>
2.	Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	<u>\$ 30,000.00</u>
3.	Acquisition of Site	<u>0</u>
4.	Preparation of Site	<u>0</u>
5.	Total Construction Costs	<u>0</u>
6.	Contingency Fund	<u>0</u>
7.	Fixed Equipment (Not included in Construction Contract)	<u></u>
8.	Moveable Equipment (List all equipment over \$50,000 as separate attachments)	<u>0</u>
9.	Other (Specify) _____	<u></u>
B.	Acquisition by gift, donation, or lease:	
1.	Facility (inclusive of building and land)	<u>\$ 9,660</u>
2.	Building only	<u>0</u>
3.	Land only	<u>0</u>
4.	Equipment (Specify) _____	<u>0</u>
5.	Other (Specify) _____	<u>0</u>
C.	Financing Costs and Fees:	
1.	Interim Financing	<u>0</u>
2.	Underwriting Costs	<u>0</u>
3.	Reserve for One Year's Debt Service	<u>0</u>
4.	Other (Specify) _____	<u>0</u>
D.	Estimated Project Cost (A+B+C)	<u>\$ 39,960</u>
E.	CON Filing Fee	<u>\$ 3,000</u>
F.	Total Estimated Project Cost (D+E)	<u>\$ 42,960</u>
	TOTAL	<u>\$ 42,960</u>

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)

Response: Please see Attachment 1N.

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

Response: Heart and Soul Hospice filed a CON application, CN2007-025A, for the initiation of hospice services in Davidson, Robertson and Rutherford Counties, which was approved on October 28, 2020 and licensed on January 29, 2021. With this application, the applicant is seeking to add the counties of Sumner, Williamson, and Wilson to its existing service area. These counties are adjacent to its existing service area. The applicant purposefully started with a small and very manageable service area to ensure it would be successful. As stated in its original application, Heart and Soul’s focus has been on meeting the needs of the minority patient population, and according to its JAR, almost 30% of its patients were black. Since its operation, it has frequently received requests to serve similar patients who reside in these additional counties. It is ready to expand its

service area to better meet the needs of minority patients in these counties. The service area map is included as Attachment 2N, and identifies both the applicant’s existing service area and the proposed service area.

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

Unit Type: <input type="checkbox"/> Procedures <input type="checkbox"/> Cases <input checked="" type="checkbox"/> Patients <input type="checkbox"/> Other (Specify): _____		
Service Area Counties	Historical Utilization Most Recent Year (Year=7/1/21-6/30/22)	% of Total
Davidson	46	98.9%
Robertson	1	2.0%
Rutherford	2	4.1%
Etc.		
Total	49	100%

Unit Type: <input type="checkbox"/> Procedures <input type="checkbox"/> Cases <input type="checkbox"/> Patients <input checked="" type="checkbox"/> Other (Specify): Patient Days		
Service Area Counties	Projected Utilization Most Recent Year (Year=2024)	% of Total
Sumner	13,017	45%
Williamson	10,124	35%
Wilson	5,785	20%
Total	28,926	100%

Note: The projected utilization for 2024 is for Heart and Soul Hospice for the proposed counties plus the existing counties.

- 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);
 - 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 2023	Total Population-Projected Year 2027	Total Population-% Change	*Target Population 65+ - Current Year 2023	Target Population 65+ - Project Year 2027	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
Sumner	205,092	217,255	5.9 %	36,251	40,980	13.0%	18.9%	40.5	\$73,517	17,638	8.6%	37,953	18.5%
Williamson	264,071	288,952	9.4 %	40,172	47,379	17.9%	16.4%	40.2	\$116,492	10,563	4.0%	17,341	6.6%
Wilson	157,668	169,947	7.8 %	27,360	31,601	15.5%	18.6%	40.8	\$82,224	11,825	7.5%	25,943	16.5%
Service Area Total	626,831	676,154	7.9 %	103,783	119,960	15.6%	17.7%	40.5	\$90,744	40,026	6.4%	81,237	13.0%
State of TN Total	7,071,060	7,282,134	3.0 %	1,290,989	1,413,040	9.5%	19.4%	39.2	\$58,516	96,166	13.6%	1,774,749	25.1%

Source:

1. TN Department of Health Population Projections 2023-2027
2. Census Bureau QuickFacts
3. TennCare 2023 Enrollment Data (April)

* 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.

Response: The target population for hospice services is age 65+ although there are patients younger than 65 who receive hospice services. The median age of the service area population at 40.5 is slightly higher than that of the state at 39.2. The target population in the service area is growing much faster than the target population for the state. The state's target population is expected to grow 9.5% and the service area target population is expected to grow 15.6%. Sumner County has the highest percentage of TennCare enrollees in the service area, at 18.5%, with Wilson County close behind at 16.5%, both of which are lower than the state's percentage of TennCare enrollees of 25.1%.

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

Response: The Applicant will provide hospice services to targeted populations, including African Americans and other minorities, to ensure that this group of individuals has proper access to this essential type of health care. The characteristics of the targeted populations signal the need for hospice services and educational programs because of significant health disparities in disease for minority groups. According to the CDC, racial and ethnic minority groups experience higher rates of illness and death for a variety of health conditions such as diabetes, asthma, and heart disease compared to their Caucasian counterparts. According to the National Cancer Institute, African Americans have higher death rates than all other racial/ethnic groups for many types of cancer and maintain the highest rate of new cancer diagnoses in general. Additionally, African American women are more likely to die from breast cancer than Caucasian women, even though they have similar incidence rates of the disease. African American men are twice as likely as Caucasian men to die of prostate cancer. Furthermore, the American Heart Association reports that cardiovascular disease disproportionately impacts minorities and is the main cause of difference in life expectancy between African American and Caucasian individuals. Access to quality healthcare and knowledge of available services are important aspects of ensuring that health disparities for African Americans and other minority groups are properly addressed and eliminated.

The Applicant takes these health disparities into consideration by providing a service specifically targeting those who have limited utilization of such services. Access to hospice care is essential, as it improves quality of life and the experience of family members involved. The Applicant currently fulfills the unmet needs of Tennesseans by maintaining educational programs and altering the scope of hospice services in order to maximize utilization and benefit for targeted populations in the counties in which it currently serves. The Applicant wishes to further implement these methods in Sumner, Williamson, and Wilson Counties for the benefit of residents in those areas. It is well documented that racial/ethnic minority groups who are part of the targeted populations have much lower rates of hospice utilization due to differences in knowledge, mistrust of the healthcare system, and concerns about racial prejudice. The successful implementation of the Applicant's services in the additional counties will help reduce current health disparities and increase trust in the health care system as a whole.

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

Response: Please see the tables below for utilization in the service area. The number of patients served has grown slightly from 2020 to 2022 overall. One of the tables also identifies the utilization by hospice agencies by county for 2020 to 2022. The number of patients served by race is also shown by agency by county.

Hospice Utilization for Providers Licensed to Serve Proposed Service Area						
% Change by Year						
Parent Office	Agency	2020 Patients	2021 Patients	2020-2021 % Change	2022 Patients	2020-2022 % Change
Davidson	Adoration Hospice (fka Hospice Advantage)	378	415	9.8%	591	56.3%
Davidson	Alive Hospice	2,926	3,149	7.6%	3,163	8.1%
Davidson	Amedisys Hospice (Central Pike)*	206	74	-64.1%	255	23.8%
Davidson	Amedisys Hospice an Adventa Co (Woodland/Royal)	437	416	-4.8%	554	26.8%
Davidson	Avalon Hospice	6,232	6,159	-1.2%	6,176	-0.9%
Davidson	Kindred Hospice	532	395	-25.8%	399	-25%
Davidson	Caris Healthcare	1,307	1,368	4.7%	1,398	6.9%
Madison	Tennessee Quality Hospice	726	887	22.2%	984	35.5%
Robertson	Caris Healthcare	355	330	-7.0%	253	-28.7%
Robertson	Comfort Care Hospice of Middle Tennessee	91	169	85.7%	259	184.6%
Rutherford	Caris Healthcare	795	845	6.3%	884	11.2%
Sumner	Highpoint Hospice (TN In Home Partners II, LLC)	389	396	1.8%	445	14.4%
Williamson	Aveanna Hospice**	1,121	1,235	10.2%	1,168	4.2%
Williamson	Guardian Hospice of Nashville, LLC	256	314	22.7%	189	-26.2%
TOTAL		15,751	16,152	2.5%	16,718	6.1%

Source: 2020-2022 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

Hospice Utilization for Providers Licensed to Serve Proposed Service Area										
Patient Count in Licensed Counties by Year										
Parent Office	Agency	2020 Patients			2021 Patients			2022 Patients		
		Sumner	Williamson	Wilson	Sumner	Williamson	Wilson	Sumner	Williamson	Wilson
Davidson	Adoration Hospice (fka Hospice Advantage)	112	19	21	130	10	39	129	47	30
Davidson	Alive Hospice	269	275	272	292	261	278	344	277	291
Davidson	Amedisys Hospice (Central Pike)*	15	7	23	1	3	5	4	3	10
Davidson	Amedisys Hospice an Adventa Co (Woodland/Royal)	40	57	55	39	55	74	61	79	138

Davidson	Avalon Hospice	146	157	342	145	142	342	125	134	376
Davidson	Kindred Hospice	N/A	31	11	N/A	14	2	N/A	10	14
Davidson	Caris Healthcare	N/A	165	N/A	N/A	100	1	1	120	4
Madison	Tennessee Quality Hospice	N/A	0	N/A	N/A	N/A	N/A	N/A	2	N/A
Robertson	Caris Healthcare	213	1	1	148	N/A	N/A	104	2	N/A
Robertson	Comfort Care Hospice of Middle Tennessee	9	N/A	N/A	37	N/A	N/A	51	N/A	N/A
Rutherford	Caris Healthcare	N/A	0	20	N/A	0	16	N/A	N/A	26
Sumner	Highpoint Hospice (TN In Home Partners II, LLC)	305	N/A	9	290	N/A	7	317	N/A	7
Williamson	Aveanna Hospice**	127	368	18	125	417	22	125	401	22
Williamson	Guardian Hospice of Nashville, LLC	N/A	106	N/A	N/A	107	N/A	N/A	67	N/A
TOTAL		1,236	1,186	772	1,207	1,109	786	1,261	1,142	918

Source: 2020-2022 Joint Annual Reports

* Aseracare Hospice

** Willowbrook Hospice

N/A - Not Licensed According to JAR

		Hospice Utilization for Providers Licensed to Serve Proposed Service Area No. of Patients Served by Race SUMNER COUNTY							
		2021 Patients				2022 Patients			
Parent Office	Agency	W	B	O	%B	W	B	O	%B
Davidson	Adoration Hospice (fka Hospice Advantage)	122	6	2	4.6%	119	10	0	7.8%
Davidson	Alive Hospice	282	7	3	2.4%	279	49	16	14.2%
Davidson	Amedisys Hospice (Central Pike)*	0	0	1	0%	4	0	0	0%
Davidson	Amedisys Hospice an Adventa Co (Woodland/Royal)	33	0	6	0%	52	1	8	1.6%
Davidson	Avalon Hospice	127	12	6	8.3%	113	3	9	2.4%
Davidson	Kindred Hospice	0	0	0	0%	0	0	0	0%
Davidson	Caris Healthcare	0	0	0	0%	1	0	0	0%
Madison	Tennessee Quality Hospice	0	0	0	0%	0	0	0	0%
Robertson	Caris Healthcare	142	3	3	2.0%	94	3	7	2.9%

Robertson	Comfort Care Hospice of Middle Tennessee	37	0	0	0%	48	3	0	0%
Rutherford	Caris Healthcare	0	0	0	0%	0	0	0	0%
Sumner	Highpoint Hospice (TN In Home Partners II, LLC)	274	11	5	3.8%	292	20	5	6.3%
Williamson	Aveanna Hospice**	95	4	26	3.2%	102	6	17	4.8%
Williamson	Guardian Hospice of Nashville, LLC	0	0	0	0%	0	0	0	0%
TOTAL		1,112	43	52	3.6%	1,104	95	62	7.5%

Source: 2021-2022 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

		Hospice Utilization for Providers Licensed to Serve Proposed Service Area No. of Patients Served by Race WILLIAMSON COUNTY							
		2021 Patients				2022 Patients			
Parent Office	Agency	W	B	O	%B	W	B	O	%B
Davidson	Adoration Hospice (fka Hospice Advantage)	10	0	0	0%	44	0	3	0%
Davidson	Alive Hospice	248	7	6	2.7%	240	24	13	8.7%
Davidson	Amedisys Hospice (Central Pike)*	2	1	0	33.3%	3	0	0	0%
Davidson	Amedisys Hospice an Adventa Co (Woodland/Royal)	45	6	4	10.9%	69	4	6	5.1%
Davidson	Avalon Hospice	125	11	6	7.7%	127	4	3	3.0%
Davidson	Kindred Hospice	9	3	2	21.4%	9	1	0	10.0%
Davidson	Caris Healthcare	90	1	9	1%	109	0	11	0%
Madison	Tennessee Quality Hospice	0	0	0	0%	2	0	0	0%
Robertson	Caris Healthcare	0	0	0	0%	1	1	0	50.0%
Robertson	Comfort Care Hospice of Middle Tennessee	0	0	0	0%	0	0	0	0%
Rutherford	Caris Healthcare	0	0	0	0%	0	0	0	0%
Sumner	Highpoint Hospice (TN In Home Partners II, LLC)	0	0	0	0%	0	0	0	0%
Williamson	Aveanna Hospice**	361	13	43	3.1%	364	14	23	3.5%
Williamson	Guardian Hospice of Nashville, LLC	104	2	1	1.9%	63	1	3	1.5%
TOTAL		994	44	71	3.9%	1,031	49	62	4.3%

Source: 2021-2022 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

		Hospice Utilization for Providers Licensed to Serve Proposed Service Area No. of Patients Served by Race WILSON COUNTY							
		2021 Patients				2022 Patients			

Parent Office	Agency	W	B	O	%B	W	B	O	%B
Davidson	Adoration Hospice (fka Hospice Advantage)	39	0	0	0%	27	3	0	10%
Davidson	Alive Hospice	249	19	10	6.8%	253	30	8	10.3%
Davidson	Amedisys Hospice (Central Pike)*	3	0	2	0%	10	0	0	0%
Davidson	Amedisys Hospice an Adventa Co (Woodland/Royal)	63	6	5	8.1%	116	5	17	3.6%
Davidson	Avalon Hospice	296	14	32	4.1%	360	8	8	2.1%
Davidson	Kindred Hospice	1	0	1	0%	12	2	0	14.3%
Davidson	Caris Healthcare	1	0	0	0%	4	0	0	0%
Madison	Tennessee Quality Hospice	0	0	0	0%	0	0	0	0%
Robertson	Caris Healthcare	0	0	0	0%	0	0	0	0%
Robertson	Comfort Care Hospice of Middle Tennessee	0	0	0	0%	0	0	0	0%
Rutherford	Caris Healthcare	13	2	1	12.5%	23	1	2	3.8%
Sumner	Highpoint Hospice (TN In Home Partners II, LLC)	6	1	0	14.3%	6	1	0	14.3%
Williamson	Aveanna Hospice**	13	2	7	9.1%	20	1	1	4.5%
Williamson	Guardian Hospice of Nashville, LLC	0	0	0	0%	0	0	0	0%
TOTAL		684	44	58	5.6%	831	51	36	5.6%

Source: 2021-2022 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

Financial Data for Providers Licensed to Serve Proposed Service Area (2020)				
Hospice	Total Net Revenue	Total Patients	Net Charge (Net Revenue/Patient)	Total Charity
Adoration Hospice (fka Hospice Advantage) (Davidson)	\$9,509,780	378	\$25,158.15	\$0
Alive Hospice (Davidson)	\$21,485,534	2,926	\$7,342.97	\$327,373
Amedisys Hospice (Central Pike)* (Davidson)	\$2,171,412	206	\$10,540.83	\$4,483
Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)	\$3,694,539	437	\$8,454.32	\$17,128
Avalon Hospice (Davidson)	\$80,579,206	6,232	\$12,929.91	\$486,690
Kindred Hospice (Davidson)	\$4,802,746	532	\$9,027.72	\$750
Caris Healthcare (Davidson)	\$16,996,480	1,307	\$13,004.19	\$224,120
Tennessee Quality Hospice (Madison)	\$18,627,936	726	\$25,658.31	\$14,230
Caris Healthcare (Robertson)	\$3,154,939	355	\$8,887.15	\$12,983
Comfort Care Hospice of Middle Tennessee (Robertson)	\$2,271,426	91	\$24,960.73	\$0
Caris Healthcare (Rutherford)	\$9,103,318	795	\$11,450.71	\$22,579
Highpoint Hospice (TN In Home Partners II, LLC) (Sumner)	\$3,562,278	389	\$9,157.53	\$0
Aveanna Hospice** (Williamson)	\$9,772,454	1,121	\$8,717.62	\$27,970
Guardian Hospice of Nashville, LLC (Williamson)	\$4,224,132	256	\$16,500.52	\$14,000
Applicant	Net Revenue	Total Patients	Net Charge	Total Charity
Heart and Soul Hospice	N/A	N/A	N/A	N/A

Source: 2020 Joint Annual Reports

*Aseracare Hospice
 **Willowbrook Hospice

Financial Data for Providers Licensed to Serve Proposed Service Area (2021)				
Hospice	Total Net Revenue	Total Patients	Net Charge (Net Revenue/Patient)	Total Charity
Adoration Hospice (fka Hospice Advantage) (Davidson)	\$9,509,780	415	\$22,915.13	\$36,752
Alive Hospice (Davidson)	\$21,485,534	3,149	\$6,822.97	\$622,223
Amedisys Hospice (Central Pike)* (Davidson)	\$2,171,412	74	\$29,343.41	\$0
Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)	\$3,694,539	416	\$8,881.10	\$52,603
Avalon Hospice (Davidson)	\$80,579,206	6,159	\$13,083.16	\$521,580
Kindred Hospice (Davidson)	\$4,802,746	395	\$12,158.85	\$0
Caris Healthcare (Davidson)	\$16,996,480	1,368	\$12,424.33	\$58,624
Tennessee Quality Hospice (Madison)	\$18,627,936	887	\$21,001.06	\$10,828
Caris Healthcare (Robertson)	\$3,154,939	330	\$9,560.42	\$18,487
Comfort Care Hospice of Middle Tennessee (Robertson)	\$2,271,426	169	\$13,440.39	\$17,373
Caris Healthcare (Rutherford)	\$9,103,318	845	\$10,773.16	\$31,470
Highpoint Hospice (TN In Home Partners II, LLC) (Sumner)	\$3,562,278	396	\$8,995.65	\$0
Aveanna Hospice** (Williamson)	\$9,772,454	1,235	\$7,912.92	\$0
Guardian Hospice of Nashville, LLC (Williamson)	\$4,224,132	314	\$13,452.65	\$0
Applicant	Net Revenue	Total Patients	Net Charge	Total Charity
Heart and Soul Hospice	N/A	N/A	N/A	N/A

Source: 2021 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

Financial Data for Providers Licensed to Serve Proposed Service Area (2022)				
Hospice	Total Net Revenue	Total Patients	Net Charge (Net Revenue/Patient)	Total Charity
Adoration Hospice (fka Hospice Advantage) (Davidson)	\$9,509,780	591	\$16,091.00	\$14,237
Alive Hospice (Davidson)	\$21,485,534	3,163	\$6,792.77	\$414,673
Amedisys Hospice (Central Pike)* (Davidson)	\$2,171,412	255	\$8,515.34	\$2,199
Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)	\$3,694,539	554	\$6,668.84	\$3,456
Avalon Hospice (Davidson)	\$80,579,206	6,176	\$13,047.15	\$571,879
Kindred Hospice (Davidson)	\$4,802,746	399	\$12,036.96	\$14,250
Caris Healthcare (Davidson)	\$16,996,480	1,398	\$12,157.71	\$33,102
Tennessee Quality Hospice (Madison)	\$18,627,936	984	\$18,930.83	\$79,402
Caris Healthcare (Robertson)	\$3,154,939	253	\$12,470.11	\$19,474
Comfort Care Hospice of Middle Tennessee (Robertson)	\$2,271,426	259	\$8,769.98	\$13,029
Caris Healthcare (Rutherford)	\$9,103,318	884	\$10,297.87	\$5,800
Highpoint Hospice (TN In Home Partners II, LLC) (Sumner)	\$3,562,278	445	\$8,005.12	\$24,309
Aveanna Hospice** (Williamson)	\$9,772,454	1,168	\$8,366.83	\$0
Guardian Hospice of Nashville, LLC (Williamson)	\$4,224,132	189	\$22,349.90	\$0
Applicant	Net Revenue	Total Patients	Net Charge	Total Charity
Heart and Soul Hospice	\$326,915	49	\$6,671.73	\$0

Source: 2022 Joint Annual Reports

*Aseracare Hospice
 **Willowbrook Hospice

TennCare Patients Served by Hospice Agencies in Proposed Service Area Counties				
Parent Office	Agency	TennCare Patients Served	Total Patients Served	% TennCare Patients/Total Patients
Davidson	Adoration Hospice (fka Hospice Advantage)	22	591	3.7%
Davidson	Alive Hospice	144	3,163	4.6%
Davidson	Amedisys Hospice (Central Pike)*	5	255	2.0%
Davidson	Amedisys Hospice an Adventa Co (Woodland/Royal)	13	554	2.3%
Davidson	Avalon Hospice	243	6,176	3.9%
Davidson	Kindred Hospice	21	399	5.3%
Davidson	Caris Healthcare	43	1,398	3.1%
Madison	Tennessee Quality Hospice	21	984	2.1%
Robertson	Caris Healthcare	4	253	1.6%
Robertson	Comfort Care Hospice of Middle Tennessee	6	259	2.3%
Rutherford	Caris Healthcare	33	884	3.7%
Sumner	Highpoint Hospice (TN In Home Partners II, LLC)	4	445	0.9%
Williamson	Aveanna Hospice**	6	1,168	0.5%
Williamson	Guardian Hospice of Nashville, LLC	47	189	24.9%
TOTAL		612	16,718	3.4%

Source: 2022 Joint Annual Reports

*Aseracare Hospice
 **Willowbrook Hospice

Total TennCare Enrollment for Proposed Service Area Counties (65+)	
County	Total TennCare Enrollment (65+)
Sumner	1,339
Williamson	638
Wilson	820
TOTAL	2,797

Source: TennCare 2023 Enrollment Data (April)

TennCare Patients Served by Hospice Agencies in Currently Licensed Service Area Counties				
Parent Office	Agency	TennCare Patients Served	Total Patients Served	% TennCare Patients/Total Patients
Davidson	Adoration Hospice (fka Hospice Advantage)	22	591	3.7%
Davidson	Alive Hospice	144	3,163	4.6%
Davidson	Amedisys Hospice (Central Pike)*	5	255	2.0%
Davidson	Amedisys Hospice an Adventa Co (Woodland/Royal)	13	554	2.3%
Davidson	Avalon Hospice	243	6,176	3.9%
Davidson	Caris Healthcare	43	1,398	3.1%
Davidson	Encompass Health Hospice	0	57	0%

Davidson	Heart and Soul, LLC***	0	49	0%
Davidson	Kindred Hospice	21	399	5.3%
Montgomery	Kindred Hospice	N/A	N/A	N/A
Montgomery	Tennova Home Health and Hospice - Clarksville	10	375	2.7%
Robertson	Caris Healthcare	4	253	1.6%
Robertson	Comfort Care Hospice of Middle Tennessee	6	259	2.3%
Rutherford	Comfort Care Hospice of Middle Tennessee	N/A	N/A	N/A
Rutherford	Caris Healthcare	33	884	3.7%
Sumner	Highpoint Hospice (TN In Home Partners II, LLC)	4	445	0.9%
Williamson	Highpoint Hospice (TN In Home Partners II, LLC)	N/A	N/A	N/A
Williamson	Aveanna Hospice**	6	1,168	0.5%
TOTAL		554	16,026	3.5%

Source: 2022 Joint Annual Reports

N/A - No JAR available

*Aseracare Hospice

**Willowbrook Hospice

***Applicant, Heart and Soul Hospice LLC, did not receive a TennCare contract until 2023.

Total TennCare Enrollment for Currently Licensed Service Area Counties (65+)	
County	Total TennCare Enrollment (65+)
Davidson	6,420
Robertson	566
Rutherford	1,991
TOTAL	8,977

Source: TennCare 2023 Enrollment Data (April)

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

Response: The applicant has projected patient days below. Heart and Soul Hospice was not licensed until 2021 so there is no utilization for 2020. The data shown below is patient days. The years 2023 and 2024 are utilization for the projected 6 county hospice. The applicant was still in a ramp up period for 2021 and 2022. Its utilization year to date for 2023 is strong in its existing 3 counties. The applicant used this data to project what the rest of 2023 would bring, and assumed that the 3 new counties would be operational in September or October. The year 2024 would be a full year for the expanded hospice agency.

2020	2021	2022	2023	2024
N/A	1,125	5,156	18,319	28,926

7N.

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

- 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.

Response: N/A

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

Response: Heart and Soul Hospice has contracts with the following private insurance plans.

- Americagroup
- Blue Cross Blue Shield
- United
- Oscar
- Ambetter
- Aetna
- American Providers Choice
- Humana

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

Response: Even though there are other hospice agencies available in the proposed service area, the applicant does not feel the addition of the 3 proposed counties to its existing 3 county service area will have any significant adverse effects on other agencies. In the tables included in this application, the applicant's charges compare favorably to the charges of other area hospice agencies. Of the 14 hospice agencies serving Sumner, Williamson and Wilson counties, Heart and Soul Hospice has charges that are lower than all but 3 of the agencies. Operating in counties adjacent to the proposed service area has also demonstrated to the applicant that there is a need for it to operate in the proposed counties.

Attachment 3C contains letters of support from the community.

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

Response: The applicant currently has the staff necessary to provide services for the patients in the 3 counties currently served by its existing hospice agency. With the addition of the 3 proposed counties, it will need to increase staff incrementally to meet the needs of the additional patient served. The applicant anticipates adding 5 direct patient care positions to meet the needs of the additional patients from the proposed counties. The applicant currently meets the licensing guidelines of the State of Tennessee Health Facilities Commission for licensing as well as the accreditation standards for the Community Health Accreditation Program ("CHAP").

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

Response: The applicant is currently licensed by the Health Facilities Commission and accredited by CHAP. Attachment 5C contains a copy of applicant's CHAP Certificate of Accreditation. As such, it complies, and will continue to comply with, all regulations concerning clinical leadership, physician supervision, quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education.

- 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.

	Year 2021	Year 2022	YTD 4/23
A. Utilization Data			
Specify Unit of Measure: Patient Days	1,125	5,156	3,835
B. Revenue from Services to Patients			
1. Inpatient Services	\$0	\$0	\$0
2. Outpatient Services	\$176,430	\$853,768	\$654,996
3. Emergency Services	\$0	\$0	\$0
4. Other Operating Revenue (Specify) _____	\$0	\$0	\$0
Gross Operating Revenue	\$176,430	\$853,768	\$654,996
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	\$0	\$0	\$0
2. Provision for Charity Care	\$0	\$0	\$0
3. Provisions for Bad Debt	\$0	\$0	\$0
Total Deductions	\$0	\$0	\$0
NET OPERATING REVENUE	\$176,430	\$853,768	\$654,996

Please note that 2023 is a partial year through April 2023, the last month of data available at time of filing.

- Project Only
 Total Facility

PROJECTED DATA CHART

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

	Year 2023	Year 2024
A. Utilization Data		
Specify Unit of Measure: Patient Days	18,319	28,926
B. Revenue from Services to Patients		
1. Inpatient Services	\$0	\$0
2. Outpatient Services	\$3,128,695	\$5,039,171
3. Emergency Services	\$0	\$0
4. Other Operating Revenue (Specify) _____	\$0	\$0
Gross Operating Revenue	\$3,128,695	\$5,039,171
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	\$0	\$0
2. Provision for Charity Care	\$0	\$0
3. Provisions for Bad Debt	\$0	\$0
Total Deductions	\$0	\$0
NET OPERATING REVENUE	\$3,128,695	\$5,039,171

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 2023 (partial year)	Year Two 2024	% Change (Current Year to Year 2)
Gross Charge (<i>Gross Operating Revenue/Utilization Data</i>)	N/A	N/A	\$3,128,695	\$5,039,171	61.06%
Deduction from Revenue (<i>Total Deductions/Utilization Data</i>)	N/A	N/A	\$0	\$0	\$0
Utilization Data - Patient Days	N/A	N/A	18,319	28,926	57.9%
Average Net Charge (<i>Net Operating Revenue/Utilization Data</i>)	N/A	N/A	\$171	\$174	1.75%

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

Response: The proposed charges are listed above. The applicant does not anticipate any adjustment to current charges as a result of the implementation of the proposed project. Any difference in charges is fairly minimal and is the result of increased expenses and not the expansion of the service area. The applicant anticipates revenue of \$3,128,695 in the first year of operation of the project (a partial year) and revenue of \$5,039,171 in the second year of operation of the project for the project only.

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

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

Response: Please see chart below for a list of net charges for the hospice facilities in the applicant's service area. Applicant's net charge for 2022 of \$162.73 compares favorably to other service area hospice agencies. Of the 14 other hospice providers operating in the service area, it is lower than 11 of them.

**Net Charge/Patient Day
Service Area Hospice Agencies - 2022**

Hospice	2022 Net Revenue	2022 Patient Days	Net Charge (Net Revenue/Patient Days)
Adoration Hospice (fka Hospice Advantage) (Davidson)	\$9,509,780	56,488	\$168.35
Alive Hospice (Davidson)	\$21,485,534	77,170	\$278.42
Amedisys Hospice (Central Pike)* (Davidson)	\$2,171,412	25,486	\$85.20
Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)	\$3,694,539	40,882	\$90.37
Avalon Hospice (Davidson)	\$80,579,206	529,518	\$152.17
Kindred Hospice (Davidson)	\$4,802,746	28,103	\$170.90
Caris Healthcare (Davidson)	\$16,996,480	81,162	\$209.41
Tennessee Quality Hospice (Madison)	\$18,627,936	68,334	\$272.60
Caris Healthcare (Robertson)	\$3,154,939	15,807	\$199.59
Comfort Care Hospice of Middle Tennessee (Robertson)	\$2,271,426	9,980	\$227.60
Caris Healthcare (Rutherford)	\$9,103,318	42,200	\$215.72
Highpoint Hospice (TN In Home Partners II, LLC) (Sumner)	\$3,562,278	18,708	\$190.41
Aveanna Hospice** (Williamson)	\$9,772,454	46,099	\$212.00
Guardian Hospice of Nashville, LLC (Williamson)	\$4,224,132	18,284	\$231.03
Applicant	2022 Net Revenue	2022 Patient Days	Net Charge
Heart and Soul Hospice	\$326,915	2,009	\$162.73

Source: 2022 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

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.

Response: Please see table below for the projected payor mix for the project only. Because the patient population is primarily aged 65 and older, the majority of the patients are expected to be Medicare patients. The applicant also anticipates that 10% of the patients will be Medicaid/TennCare patients. These will be either TennCare patients who are younger than 65 or TennCare/Medicaid patients who are in nursing homes who are in need of hospice services.

**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	\$ 2,815,825.50	90%	\$ 4,535,253.90	90%
TennCare/Medicaid	\$ 312,869.50	10%	\$ 503,917.10	10%
Commercial/Other Managed Care				
Self-Pay				
Other (Specify) _____				
Total*	\$ 3,128,695	100%	\$ 5,039,171	100%
Charity Care	\$ 7,500		\$ 7,500	

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

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.

Response: The applicant will submit an annual Quality Measure report when due.

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?

Response: The applicant will maintain staffing comparable to the staffing chart in the CON application in accordance with the number of patients served and hospice visits provided.

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

Response: The applicant will obtain and maintain all applicable state licenses in good standing during the operation of this hospice agency.

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

Response: The applicant will obtain and maintain both TennCare and Medicare certifications as indicated in its application.

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	<input checked="" type="checkbox"/> Health Facilities Commission/Licensure Division <input type="checkbox"/> Intellectual & Developmental Disabilities <input type="checkbox"/> Mental Health & Substance Abuse Services	X	00000624
Certification	<input checked="" type="checkbox"/> Medicare	X	441605

	<input checked="" type="checkbox"/> TennCare/Medicaid <input type="checkbox"/> Other: _____	X	Q072626
Accreditation(s)	CHAP	X	

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

Response: The applicant is contracted with all MCOs in the proposed service area: Amerigroup, United Healthcare and BlueCare Tennessee.

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.

Response: The applicant has maintained substantial compliance with applicable federal and state regulations since licensure, which is less than three years, prior to the CON application

- 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.)

Response: No.

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;
 - **Response:** No.
- Criminal fines in cases involving a Federal or State health care offense;
 - **Response:** No.
- Civil monetary penalties in cases involving a Federal or State health care offense;
 - **Response:** No.
- Administrative monetary penalties in cases involving a Federal or State health care offense;
 - **Response:** No.
- Agreement to pay civil or administrative monetary penalties to the federal government or any state in cases involving claims related to the provision of health care items and services;
 - **Response:** No.
- Suspension or termination of participation in Medicare or TennCare/Medicaid programs; and/or
 - **Response:** No.
- Is presently subject of/to an investigation, or party in any regulatory or criminal action of which you are aware.
 - **Response:** No.

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

Please see table below. The Projected FTEs for Year 1 are only the number needed when you add the three proposed counties and do not include any increase in utilization for the original 3 counties.

Position Classification	Existing FTEs (2023)	Projected FTEs Year 1
A. Direct Patient Care Positions		
<i>RN Position 1</i>	5.0	7.0
<i>Pastor, Grief, CNA Position 2</i>	6.0	8.0
<i>Diet, PT, SW Position "etc."</i>	2.0	3.0
Total Direct Patient Care Positions	13.0	18.0

B. Non-Patient Care Positions		
<i>Admin Position 1</i>	1.0	1.0
<i>Receptionist, Office Mgr Position 2</i>	3.0	3.0
<i>Outreach Position "etc."</i>	2.0	2.0
Total Non-Patient Care Positions	6.0	6.0
Total Employees (A+B)	19.0	24.0
C. Contractual Staff Physician	1.0	1.0
Total Staff (A+B+C)	20.0	25.0

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.

Phase	Days Required	Anticipated Date(Month/Year)
1. Initial HFC Decision Date		8/23
2. Building Construction Commenced	N/A	
3. Construction 100% Complete (Approval for Occupancy)	N/A	
4. Issuance of License	60	10/23
5. Issuance of Service	60	10/23
6. Final Project Report Form Submitted (Form HR0055)	90	11/23

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

KIM HARVEY LOONEY, being first duly sworn, says that he/she is the applicant named in this application or his/her/its lawful agent, 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.

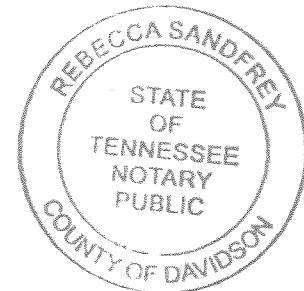
Kim H. Looney
SIGNATURE/TITLE

Sworn to and subscribed before me this 7th day of June, 2023 a Notary
(Month) (Year)

Public in and for the County/State of DAVIDSON COUNTY/TENNESSEE.

Rebecca Sandrey
NOTARY PUBLIC

My commission expires May 5, 2025.
(Month/Day) (Year)



Heart and Soul Hospice, LLC
List of Attachments

- 3A Proof of Publication, 06/07/2023
 - 7A TN Secretary of State Filing Acknowledgement
 - 9A Office Lease Agreement
 - 10A Floor Plan
 - 1E List of Licensed Hospice Agencies in Proposed Service Area, by County
 - 2E TN Dept. of Health, Division of Policy, Planning and Assessment Hospice Need Chart
 - 1N Hospice Services Standards and Criteria
 - 2N Tennessee County Map Showing Proposed Service Area
 - 4N News Articles Related to Applicant
 - 3C Letter(s) of Support
 - 5C Copy of CHAP Accreditation Certificate
- Unnumbered - Copy of Filing Fee Submission

ATTACHMENT 3A

Proof of Publication, 06/07/2023



**State of Tennessee
Health Facilities Commission**

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

PUBLICATION OF INTENT

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

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that 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 July 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.



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


LETTER OF INTENT

The Publication of Intent is to be published in the Tennessean which is a newspaper of general circulation in Sumner, Williamson, and Wilson Counties, Tennessee, on or before June 15, 2023 for one day.

This is to provide official notice to the Health Facilities Commission and all interested parties, in accordance with T.C.A. §68-11-1601 et seq., and the Rules of the Health Facilities Commission, that Heart and Soul Hospice, LLC, 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 July 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.

 _____	<u>6-7-23</u> _____	<u>kim.looney@klgates.com</u> _____
Signature of Contact	Date	Contact's Email Address

The Letter of Intent must be received between the first and the fifteenth day of the month. If the last day for filing is a Saturday, Sunday, or State Holiday, filing must occur on the next business day. File this form at the following email address: 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.

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.

Classifieds

To Advertise, visit our website: classifieds.tennessean.com
 Public Notices/Legal's email: PublicNotice@tmm.com
 Business & Services email: ServiceDirectory@tennessean.com
 To post job openings, visit: Tennessean.com/jobs

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The Nashville Tennessean reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. The Nashville Tennessean shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

Your Source

Public Notices

for the latest.

Public Notices

Meade County, Kentucky, Farm for Sale
 196.77 Acres
 2300 Cedar Flial Road,
 Battletown, KY 40104
 367-7115 or 404-267-1829 W
 Ohio River Frontage
 Mineral Rights Included
 (Limestone and Oilite)
 Call: 502-540-2315

Public Notices

000572724
 Obtain title: If there is anyone having hold or lien on 2 2000 Ford Mustang convertible blk/wht 2 door with vin #1FAP4443 YF193527 please contact me ASAP. Osborne Adams 615-810-2074. adamsozadoms@aol.com

000572704
NOTICE
 Public Notice that the Mid-Cumberland Human Resource Agency will hold a Board Meeting on June 21, 2023, 12:00 p.m. at the Tennessee State Library Archives Bldg., Room 1B

**SELL IT
 BUY IT
 FIND IT
 LOVE IT**

cars
 garage
 sales
 tickets
 jobs
 antiques

Public Notices

Public Notices

ADVERTISEMENT FOR BIDS

Bids are invited for General Contract for the Work of following project(s). Examine documents at Designer's office of Plan Rooms. Obtain documents from Designer per Instructions to Bidders. Plan Deposits must be certified or cashier's check payable to STATE OF TENNESSEE. Bidders bidding \$25,000 or more must be licensed per state law. Five percent (5%) Bid Security may be required. Non-Discrimination policy applies. Project: Region 3 Headquarters Buildings Bathrooms Remodel, Region 3 - Middle Tennessee, Nashville, Davidson County, Tennessee. SBC Project No. 243/020-02-2020-02. Bids sent by mail or express mail should be directed to the attention listed below, and must be received before 2:00 p.m. [Local Time (Central Time)] Wednesday, July 12, 2023. Penny L. DiPiazza, Bidding and Contract Officer, William R. Snodgrass Tennessee Tower, 24th Floor, 312 Rosa L. Parks Avenue, Nashville, Tennessee 37243-1102. Phone: (615) 741-6111. Drop off or courier service Bids shall be submitted to the Central Procurement Office after 8:00 a.m. and before 2:00 p.m. [Local Time (Central Time)] Wednesday, July 12, 2023. Note: Please allow extra time at all persons choosing to drop off bids must sign-in to the 3rd floor security desk before visiting the Central Procurement Office. To: Central Procurement Office, William R. Snodgrass Tennessee Tower, 3rd Floor, Nashville, Tennessee 37243-1102. Attn: Penny L. DiPiazza, Bidding and Contract Officer. Bids will be publicly opened by the Governor on behalf of the State of Tennessee via Webex at Meeting number (access code) 3304 335 9909; Meeting password: 243-020-02-2020; Join by phone: (415) 655-0001. Local Time (Central Time) On: Thursday, July 13, 2023. Plan Rooms: Nashville - Nashville Contractors Association, Associated General Contractors, Arlington, TX - Dodge Data & Analytics, Norcross, GA - ConstructConnect. Plan Deposit Amount: \$730.00. Designer: BHDG Architects, Inc., 1310 Clinian Street, Suite 225, Nashville, Tennessee 37243; Contact: Sheila Baysinger Hensley, Phone: (615) 810-9900. Pre-Bid Conference: A Pre-Bid Conference will be held at the Facility Building A Conference Room, on June 15, 2023, at 10:00 a.m. [Local Time (Central Time)]. Please contact the Designer for special procedures required during the Pre-Bid Conference.

Public Notices

Public Notices

0005718583

SUBSTITUTE TRUSTEE'S SALE

Sale at public auction will be on July 13, 2023 at 11:00AM local time, at the south main door, Davidson County Courthouse, Metro Courthouse, 1 Public Square, Nashville, Tennessee pursuant to Deed of Trust executed by Charles M Aropmoi and Roza Faolino, to Kathy Winstead, Trustee, as trustee for JPMorgan Chase Bank, N.A. on June 23, 2005 at Instrument No. 20050706-0077365; conducted by LLG Trustee TN LLC, having been appointed Substitute or Successor Trustee, all of record in the Davidson County Register's Office. Default has occurred in the performance of the covenants, terms, and conditions of said Deed of Trust and the entire indebtedness has been declared due and payable.

Party Entitled to Enforce the Debt: Select Portfolio Servicing, Inc., its successors and assigns.

The real estate located in Davidson County, Tennessee, and described in the said Deed of Trust will be sold to the highest call bidder. The terms of the said Deed of Trust may be modified by other instruments appearing in the public record. Additional identifying information regarding the collateral property is below and is believed to be accurate, but no representation or warrant is intended.

Street Address: 4860 Barclay Sq Dr, Antioch, Tennessee 37013
 Parcel Number: 149 05 0 037.00
 Current Owner(s) of Property: Charles M. Aropmoi and Roza Faolino

Public Notices

Public Notices

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. §§8-1-160 et seq., and the Rules of the Health Facilities Commission that Heart and Soul Hospice, an existing hospice agency licensed to serve Davidson, Robertson, andutherford counties owned by Heart and Soul Hospice, LLC with an ownership type of limited liability company and to be managed by Heart and Soul Hospice, LLC, intends to file an application for a Certificate of Need 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 407 BINA 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 July 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) 780-4727.

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
 202 Deaderick Street
 Nashville, TN 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. §§8-1-160 (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

Public Notices

ADVERTISEMENT FOR BIDS

Bids are invited for General Contract for the Work of following project(s). Examine documents at Designer's office or Plan Rooms. Obtain documents from Designer per Instructions to Bidders. Plan Deposits must be certified or cashier's check payable to STATE OF TENNESSEE. Bidders bidding \$25,000 or more must be licensed per state law. Five percent (5%) Bid Security may be required. Non-Discrimination policy applies. Project: SCCF Housing Buildings Foundation and Plumbing Repairs, South Central Correctional Facility, Clifton, Wayne County, Tennessee; SBC Project No. 142/018-01-2022. Bids sent by mail or express mail should be directed to the attention listed below, and must be received before 2:00 p.m. [Local Time (Central Time)] Wednesday, July 12, 2023. Penny L. DiPiazza, Bidding and Contract Officer, William R. Snodgrass Tennessee Tower, 24th Floor, 312 Rosa L. Parks Avenue, Nashville, Tennessee 37243-1102. Phone: (615) 741-6111. Drop off or courier service Bids shall be submitted to the Central Procurement Office after 8:00 a.m. and before 2:00 p.m. [Local Time (Central Time)] Wednesday, July 12, 2023. Note: Please allow extra time at all persons choosing to drop off bids must sign-in to the 3rd floor security desk before visiting the Central Procurement Office. To: Central Procurement Office, William R. Snodgrass Tennessee Tower, 3rd Floor, Nashville, Tennessee 37243-1102. Attn: Penny L. DiPiazza, Bidding and Contract Officer. Bids will be publicly opened by the Owner on behalf of the State of Tennessee via Webex at Meeting number (access code): 2313 770 6496; Meeting password: 142-018-01-2022; Join by phone: (415) 655-0001. Local Time (Central Time) On: Thursday, July 13, 2023. Plan Rooms: Nashville - Nashville Contractors Association, Associated General Contractors, Arlington, TX - Dodge Data & Analytics; Norcross, GA - ConstructConnect. Plan Deposit Amount: \$650.00. Designer: Hurst-Roache, Inc., 1101 Kernell Drive, Suite 620, Nashville, Tennessee 37214; Contact: Zack Thompson, Phone: (615) 454-6615. Pre-Bid Conference: A Pre-Bid Conference will be held at the facility, Administration Building, on June 14, 2023, at 10:30 a.m. [Local Time (Central Time)]. Please contact the Designer for special procedures required during the Pre-Bid Conference.

General

General

**FIND A
 CAR
 HOME
 JOB
 PET
 BOAT
 GARAGE
 SALE
 TICKET
 COUCH**
 Check out the classified ads everyday.



**Full Time Drivers
 Wanted**
 (CDL preferred not required) (Nashville)
 The Vietnam Veterans Pickup Service

Compensation: \$17-\$20 DOE
Employment type: full-time
Job Title: Full Time Drivers Wanted (CDL/Non-CDL)
 Full Time drivers needed. You must be at least 25 years of age, have a clean and valid driver's license. Some heavy lifting required. Please bring your valid driver's license, social security card and your MVR (Driving record)
 Starting at \$17.00-\$20.00/hour + bonuses to follow

ATTACHMENT 7A

TN Secretary of State Filing Acknowledgement



Tre Hargett
Secretary of State

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

REBECCA T. SANDFREY
SUITE 1500
501 CHURCH STREET
NASHVILLE, TN 37203

Request Type: Certified Copies
Request #: 528282

Issuance Date: 05/02/2023
Copies Requested: 1

Document Receipt

Receipt #: 008091391

Filing Fee: \$20.00

Payment-Check/MO - K&L GATES LLP, PITTSBURGH, PA

\$20.00

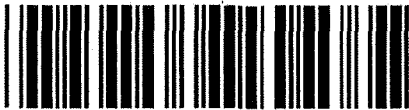
I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **Heart and Soul Hospice LLC**, Control # 1087602 was formed or qualified to do business in the State of Tennessee on 03/24/2020. Heart and Soul Hospice LLC has a home jurisdiction of TENNESSEE and is currently in an Active status. The attached documents are true and correct copies and were filed in this office on the date(s) indicated below.

Tre Hargett
Secretary of State

Processed By: Stephanie Booker

The attached document(s) was/were filed in this office on the date(s) indicated below:

<u>Reference #</u>	<u>Date Filed</u>	<u>Filing Description</u>
B0845-2021	03/24/2020	Initial Filing
B0964-3256	01/06/2021	2020 Annual Report (Due 04/01/2021)
B1152-1872	01/26/2022	2021 Annual Report (Due 04/01/2022)
B1276-1341	09/13/2022	Assumed Name
B1332-8945	02/06/2023	2022 Annual Report (Due 04/01/2023)



001087602

ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

SS-4270



Tre Hargett
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 # 001087602

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: Heart and Soul Hospice 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:

Heart and Soul Hospice LLC
2921 CHERRYBARK CT
HERMITAGE, TN 37076-3095
DAVIDSON 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: 3

9. Period of Duration: Perpetual

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

2921 CHERRYBARK CT
HERMITAGE, TN 37076-3095
DAVIDSON COUNTY

B0845-2021 03/24/2020 6:29 PM Received by Tennessee Secretary of State Tre Hargett



ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

SS-4270



Tre Hargett
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 # 001087602

The name of the Limited Liability Company is: Heart and Soul Hospice LLC

11. The complete mailing address of the entity (if different from the principal office) is:

2921 CHERRYBARK CT
HERMITAGE, TN 37076-3095

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

David P Turner

Printed Name

managing member

Title/Signer's Capacity

Mar 24, 2020 6:29PM

Date

B0845-2022 03/24/2020 6:29 PM Received by Tennessee Secretary of State Tre Hargett



07415313



Tennessee Limited Liability Company Annual Report Form

AR Filing #: 07415313

File online at: <https://TNBear.TN.gov/>

FILED: Jan 6, 2021 8:57AM

Due on/Before: 04/01/2021

Reporting Year: 2020

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000

\$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

Payment-Credit Card - State Payment Center - CC #: 3796103239

SOS Control Number: 1087602

Limited Liability Company - Domestic

Date Formed: 03/24/2020

Formation Locale: TENNESSEE

(1) Name and Mailing Address:

Heart and Soul Hospice LLC
STE 305
402 BNA DR
NASHVILLE, TN 37217-2547

(2) Principal Office Address:

STE 305
402 BNA DR
NASHVILLE, TN 37217-2547

(3) Registered Agent (RA) and Registered Office (RO) Address:

Heart and Soul Hospice LLC
2921 CHERRYBARK CT
HERMITAGE, TN 37076-3095

Agent Changed: No

Agent County: DAVIDSON COUNTY

(4) This LLC is (as currently registered in Tennessee): Director Managed, Manager Managed, Member Managed, Board Managed (appropriate if formed prior to 1/1/2006 only).

If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, directors, or managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers.

Name	Business Address	City, State, Zip

(5) Provide the names and business addresses, including zip codes, of any LLC Officers (if governed by the Revised LLC Act), or their equivalent.

Name	Business Address	City, State, Zip

(6) Number of members on the date the annual report is executed: 3

This LLC is prohibited from doing business in Tennessee (check if applicable)

(7) Signature: Electronic

(8) Date: 01/06/2021

(9) Type/Print Name: David Turner

(10) Title: member

B0964-3256 01/06/2021 8:57 AM Received by Tennessee Secretary of State Tre Hargett



07994144



Tennessee Limited Liability Company Annual Report Form

AR Filing #: 07994144

File online at: <https://TNBear.TN.gov/>

FILED: Jan 26, 2022 10:17AM

Due on/Before: 04/01/2022

Reporting Year: 2021

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000
\$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

Payment-Credit Card - State Payment Center - CC #: 3822381131

SOS Control Number: 1087602

Limited Liability Company - Domestic

Date Formed: 03/24/2020

Formation Locale: TENNESSEE

(1) Name and Mailing Address:

Heart and Soul Hospice LLC
STE 305
402 BNA DR
NASHVILLE, TN 37217-2547

(2) Principal Office Address:

STE 305
402 BNA DR
NASHVILLE, TN 37217-2547

(3) Registered Agent (RA) and Registered Office (RO) Address:

HEART AND SOUL HOSPICE LLC
DAVID TURNER
STE 305
402 BNA DR
NASHVILLE, TN 37217-2547

Agent Changed: Yes

Agent County: DAVIDSON COUNTY

(4) This LLC is (as currently registered in Tennessee): ___ Director Managed, ___ Manager Managed, X Member Managed, ___ Board Managed (appropriate if formed prior to 1/1/2006 only).

If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, directors, or managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers.

Name	Business Address	City, State, Zip

(5) Provide the names and business addresses, including zip codes, of any LLC Officers (if governed by the Revised LLC Act), or their equivalent.

Name	Business Address	City, State, Zip
David Turner	402 BNA DR STE 305	NASHVILLE, TN 37217-2547
Andre Lee	402 BNA DR STE 305	NASHVILLE, TN 37217-2547
Sandy McClain	402 BNA DR STE 305	NASHVILLE, TN 37217-2547

(6) Number of members on the date the annual report is executed: 3

___ This LLC is prohibited from doing business in Tennessee (check if applicable)

(7) Signature: Electronic

(8) Date: 01/26/2022

(9) Type/Print Name: David Turner

(10) Title: CEO

B1152-1872 01/26/2022 10:17 AM Received by Tennessee Secretary of State Tre Hargett



006504341

**APPLICATION FOR REGISTRATION
OF ASSUMED NAME**

SS-4230



Tre Hargett
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: \$20.00

For Office Use Only

Amendment # 006504341

Amount Due: \$20.00
Please file before 09/08/2022

Pursuant to the Tennessee Business Corporation Act, Tennessee Nonprofit Corporation Act, Tennessee Limited Liability Company Act, Tennessee Revised Limited Liability Company Act, or the Tennessee Revised Uniform Partnership Act, this application for registration of an assumed name is submitted to the Tennessee Secretary of State.

1. The Secretary of State Control Number is: 001087602
and the true name of the business entity is:
Heart and Soul Hospice LLC

2. The state or country of organization is:
TENNESSEE

3. The business entity intends to transact business under an assumed name.

4. The assumed name the business entity proposes to use is:
Heart'n Soul Hospice
The assumed name must satisfy the statutory requirements for that type of entity.

08/09/2022

Signature Date

Signature

Manager

Kelly O Mitchell

Signer's Capacity

Name (typed or printed)

Note: Pursuant to T.C.A. § 10-7-503 all information on this form is public record.



08703374



Tennessee Limited Liability Company Annual Report Form

AR Filing #: 08703374

File online at: <https://TNBear.TN.gov/>

FILED: Feb 6, 2023 11:36AM

Due on/Before: 04/01/2023

Reporting Year: 2022

Annual Report Filing Fee Due:
 \$300 minimum plus \$50 for each member over 6 to a maximum of \$3000
 \$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

Payment-Credit Card - State Payment Center - CC #: 3844787513

SOS Control Number: 1087602
 Limited Liability Company - Domestic Date Formed: 03/24/2020 Formation Locale: TENNESSEE

(1) Name and Mailing Address:
 Heart and Soul Hospice LLC
 305
 402 BNA DR.
 NASHVILLE, TN 37217-2547

(2) Principal Office Address:
 STE 305
 402 BNA DR
 NASHVILLE, TN 37217-2547

(3) Registered Agent (RA) and Registered Office (RO) Address:
 HEART AND SOUL HOSPICE LLC
 DAVID TURNER
 STE 305
 402 BNA DR
 NASHVILLE, TN 37217-2547

Agent Changed: No
 Agent County: DAVIDSON COUNTY

(4) This LLC is (as currently registered in Tennessee): ___ Director Managed, ___ Manager Managed, X Member Managed, ___ Board Managed (appropriate if formed prior to 1/1/2006 only).

If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, directors, or managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers.

Name	Business Address	City, State, Zip

(5) Provide the names and business addresses, including zip codes, of any LLC Officers (if governed by the Revised LLC Act), or their equivalent.

Name	Business Address	City, State, Zip
David Turner	402 BNA DR STE 305	NASHVILLE, TN 37217-2547
Andre Lee	402 BNA DR STE 305	NASHVILLE, TN 37217-2547
Sandy McClain	402 BNA DR STE 305	NASHVILLE, TN 37217-2547

(6) Number of members on the date the annual report is executed: 3
 ___ This LLC is prohibited from doing business in Tennessee (check if applicable)

(7) Signature: Electronic (8) Date: 02/06/2023

(9) Type/Print Name: David Turner (10) Title: CEO

B13332-8945 02/06/2023 11:36 AM Received by Tennessee Secretary of State Tre Hargett



001087602

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

SS-4270



Tre Hargett
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)

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-FILED-

Control # 001087602

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: Heart and Soul Hospice 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:

Heart and Soul Hospice LLC
2921 CHERRYBARK CT
HERMITAGE, TN 37076-3095
DAVIDSON 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: 3

9. Period of Duration: Perpetual

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

2921 CHERRYBARK CT
HERMITAGE, TN 37076-3095
DAVIDSON COUNTY

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ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

SS-4270



Tré Hargett
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)

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Control # 001087602

The name of the Limited Liability Company is: Heart and Soul Hospice LLC

11. The complete mailing address of the entity (if different from the principal office) is:
2921 CHERRYBARK CT
HERMITAGE, TN 37076-3095

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	managing member Title/Signer's Capacity
David P Turner Printed Name	Mar 24, 2020 6:29PM Date

B0845-2022 03/24/2020 6:29 PM Received by Tennessee Secretary of State Tré Hargett



Tennessee
Secretary of State
Tre Hargett

Business Services Online > Find and Update a Business Record

Business Information Search

As of April 28, 2023 we have processed all corporate filings received in our office through April 24, 2023 and all annual reports received in our office through April 26, 2023.

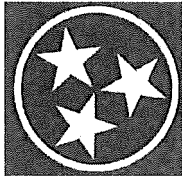
Click on the underlined control number of the entity in the search results list to proceed to the detail page. From the detail page you can verify the entity displayed is correct (review addresses and business details) and select from the available entity actions - file an annual report, obtain a certificate of existence, file an amendment, etc.

Search:						1-1 of 1
Search Name: heart and soul hospice LLC			©Starts With ○Contains			
Control #:						
Active Entities Only: <input checked="" type="checkbox"/>						
<input type="button" value="Search"/>						
Control #	Entity Type	Name	Name Type	Name Status	Entity Filing Date	Entity Status
<u>001087602</u>	LLC	Heart and Soul Hospice LLC TENNESSEE	Entity	Active	03/24/2020	Active
						1-1 of 1

Information about individual business entities can be queried, viewed and printed using this search tool for free.

If you want to get an electronic file of all business entities in the database, the full database can be downloaded for a fee by [Clicking Here](#).

[Click Here](#) for information on the Business Services Online Search logic.



Secretary of State Tre Hargett

Tre Hargett was elected by the Tennessee General Assembly to serve as Tennessee's 37th secretary of state in 2009 and re-elected in 2013, 2017, and 2021. Secretary Hargett is the chief executive officer of the Department of State with oversight of more than 300 employees. He also serves on 16 boards and commissions, on two of which he is the presiding member. The services and oversight found in the Secretary of State's office reach every department and agency in state government.



About the Office

The Tennessee Secretary of State has oversight of the Department of State. The Secretary of State is one of three Constitutional Officers elected by the General Assembly, in joint session. The Secretary of State is elected to a four-year term. The constitution mandates that it is the secretary's duty to keep a register of the official acts and proceedings of the governor, and, when required, to "lay same, all papers, minutes and vouchers relative thereto, before the General Assembly."

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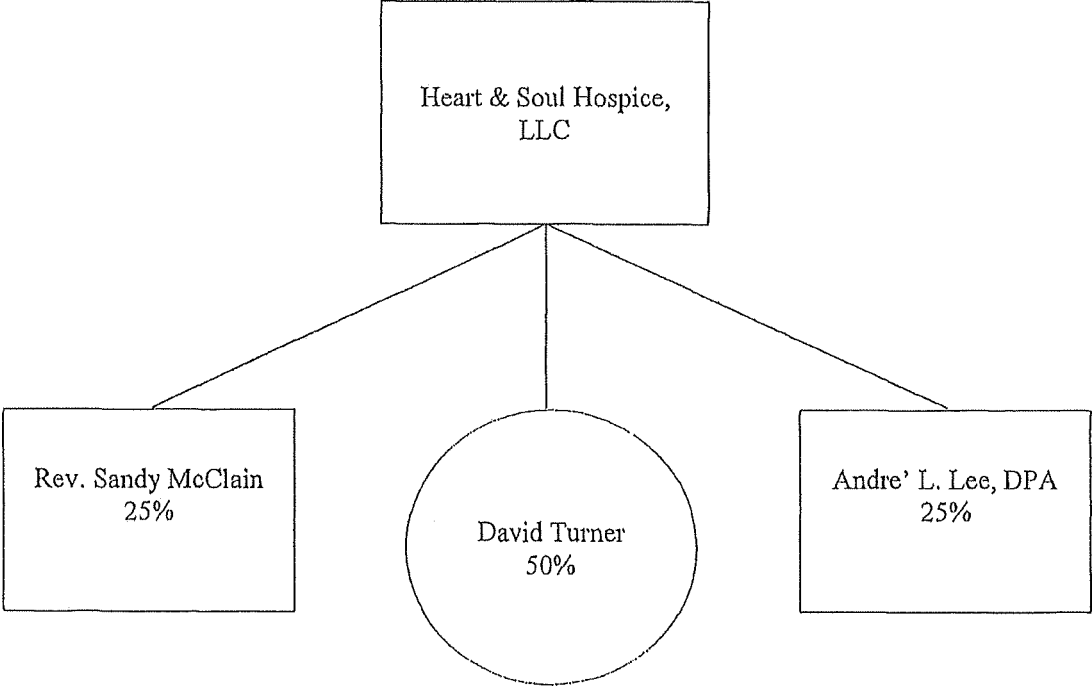


Tennessee
Secretary of State



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HEART & SOUL HOSPICE
ORGANIZATIONAL CHART



ATTACHMENT 9A

Office Lease Agreement

DEED OF LEASE

CCP PROPERTY OWNER NASHVILLE I, LLC
Landlord

AND

HEART AND SOUL HOSPICE, LLC
Tenant

AT

BNA Corporate Center
Building 100
402 BNA Drive
Nashville, TN 37217

FULL SERVICE OFFICE LEASE

108849664v2

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DEED OF LEASE

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THIS DEED OF LEASE ("Lease") is made by and between CCP PROPERTY OWNER NASHVILLE I, LLC, a Delaware limited liability company ("Landlord") and HEART AND SOUL HOSPICE, LLC, a limited liability company organized under the laws of Tennessee ("Tenant"), and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

1. Basic Lease Terms and Definitions

- (a) Premises: 966 rentable square feet located on the third (3rd) floor of the Building, as shown on the location plan attached hereto as Exhibit A as a part hereof, designated as Suite Number 305.
- (b) Building: BNA Corporate Center containing 232,430 rentable square feet
- (c) Address: 402 BNA Drive, Suite 305, Nashville, Tennessee 37217
- (d) Term: Twenty-four (24) full calendar months (plus any partial month from the Commencement Date until the first day of the next full calendar month during the Term).
- (e) Commencement Date: Upon the earlier of (i) the date Tenant takes possession of the Premises or (ii) September 1, 2020.
- (f) Expiration Date: The last day of the Term.
- (g) Minimum Annual Rent: Payable in monthly installments as follows:

LEASE YEAR	MONTHLY INSTALLMENTS	ANNUALIZED
Months 1 - 12	\$1,851.50	\$22,218.00
Months 13 - 24	\$1,907.05	\$22,884.60

* plus, for any partial month from the Commencement Date until the first day of the next full calendar month, a prorated monthly installment of Minimum Annual Rent for such period based on the number of days in such partial month and the amount of the monthly installment specified in the chart above.

- (h) Annual Operating Expenses: Tenant shall pay its prorata share of Operating Expenses in excess of the Base Year as provided in Section 6 of this Lease.
- (i) Tenant's Share: 0.416% (also see Definitions)
- (j) Use: General office.
- (k) Security Deposit: \$1,851.50
- (l) Addresses For Notices:

<u>Landlord:</u>	<u>Tenant:</u>
<u>For Notices:</u>	<u>Before the Commencement Date:</u>
c/o Continental Asset Management Group, LLC Parkway 4 2697 International Parkway, Suite 260 Virginia Beach, VA 23452 Attn: Jeremy McLendon Attn: Darlene Crick	Heart and Soul Hospice LLC 2921 Cherrybark Court Hermitage, TN 37067
	<u>On or after the Commencement Date:</u>
With a copy to: Commonwealth Commercial Partners, LLC 4198 Cox Road, Suite 200 Glen Allen, Virginia 23060	At the Premises
<u>For Payment of Rent</u>	

CCP Property Owner Nashville I, LLC PO BOX 603226 Charlotte, North Carolina 28260-3226	
----------------------------------------------------------------------------------------------	--

- (m) Guarantor: None
- (n) Additional Defined Terms: See Rider 1 for the definitions of other capitalized terms.
- (o) Contents: The following are attached to and made a part of this Lease:

Rider 1 -- Additional Definitions	Exhibits:	A -- Plan showing Premises B -- Building Rules C -- Estoppel Certificate Form D -- Cleaning Schedule
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2. Premises

Subject to the terms of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises, together with the right in common with others to use the Common Areas. Tenant accepts the Premises, Building and Common Areas "AS IS", without relying on any representation, covenant or warranty by Landlord. Landlord and Tenant (a) acknowledge that all square foot measurements are approximate and (b) stipulate and agree to the rentable square footage set forth in Section 1(a) above for all purposes with respect to this Lease.

3. Use

Tenant shall occupy and use the Premises only for the Use specified in Section 1 above. Tenant shall not permit any conduct or condition which may endanger, disturb or otherwise interfere with any other Building occupant's normal operations or with the management of the Building. Tenant may use all Common Areas only for their intended purposes. Landlord shall have exclusive control of all Common Areas at all times.

4. Term; Possession

(a) The Term of this Lease shall commence on the Commencement Date and shall end on the Expiration Date, unless sooner terminated in accordance with this Lease. If Landlord is delayed in delivering possession of all or any portion of the Premises to Tenant as of the Commencement Date, Tenant will take possession on the date Landlord delivers possession, which date will then become the Commencement Date (and the Expiration Date will be extended so that the number of full calendar months during the Term remains unaffected by such delay). Landlord shall not be liable for any loss or damage to Tenant resulting from any delay in delivering possession due to the holdover of any existing tenant or other circumstances outside of Landlord's reasonable control.

(b) In the event that, despite commercially reasonable efforts, Tenant fails to obtain final approval from the State of Tennessee Health Services and Development Agency beyond all applicable appeal periods (the "Certificate of Need"), Tenant may terminate this Lease upon delivery of (i) written notice to Landlord and (ii) payment of a reimbursement to Landlord in the amount of the legal fees incurred by Landlord for the preparation of this Lease.

5. Rent; Taxes

Tenant agrees to pay to Landlord, without demand, deduction, setoff, counterclaim or offset, Minimum Annual Rent and Annual Operating Expenses for the Term. Tenant shall pay the Monthly Rent, in advance, on the first day of each calendar month during the Term, at Landlord's address designated in Section 1 above unless Landlord designates otherwise; provided that Monthly Rent for the first full month for which Monthly Rent is owed shall be paid at the signing of this Lease. If the Commencement Date is not the first day of the month, the Monthly Rent for that partial month shall be apportioned on a per diem basis and shall be paid on or before the Commencement Date. Tenant shall pay Landlord a service and handling charge equal to 5% of any Rent not paid within 5 days after the date due. In addition, any Rent, including such charge, not paid

within 5 days after the due date will bear interest at the Interest Rate from the date due to the date paid. Tenant shall pay before delinquent all taxes levied or assessed upon, measured by, or arising from: (a) the conduct of Tenant's business; (b) Tenant's leasehold estate; or (c) Tenant's property. Additionally, Tenant shall pay to Landlord all sales, use, transaction privilege, or other excise tax that may at any time be levied or imposed upon, or measured by, any amount payable by Tenant under this Lease.

6. Operating Expenses

Tenant shall have no obligation for payment of Annual Operating Expenses during calendar year 2020. For each calendar year of the Term after 2020 (the "Base Year"), Tenant shall pay Tenant's Share (as specified in Section 1(i) above) of Annual Operating Expenses in excess of the Operating Expenses incurred by Landlord during the Base Year. Landlord shall advise Tenant of Tenant's Share of the estimated Operating Expenses in excess of the Base Year for each calendar year of the Term after the Base Year. The Annual Operating Expenses for the Base Year shall not include market-wide labor-rate increases due to extraordinary circumstances, including, boycotts and strikes; losses due to insurance deductibles; utility rate increases due to extraordinary circumstances including conservation surcharges, new and increased fuel surcharges, boycotts, embargoes or other shortages; amortized costs relating to capital improvements; expenses to the extent of discontinued services; and other extraordinary expenses. Landlord may adjust such amount from time to time if the estimated Annual Operating Expenses increase or decrease; Landlord may also invoice Tenant separately from time to time for Tenant's Share of any extraordinary or unanticipated Operating Expenses. By April 30th of each year (and as soon as practical after the expiration or termination of this Lease or, at Landlord's option, after a sale of the Property), Landlord shall provide Tenant with a statement of Operating Expenses for the preceding calendar year or part thereof beginning with the year following the Base Year. Within 30 days after delivery of the statement to Tenant, Landlord or Tenant shall pay to the other the amount of any overpayment or deficiency then due from one to the other or, at Landlord's option, Landlord may credit Tenant's account for any overpayment. If Tenant does not give Landlord written notice within 30 days after receiving Landlord's statement that Tenant disagrees with the statement and specifying the items and amounts in dispute, Tenant shall be deemed to have waived the right to contest the statement. In the event Tenant provides written notice to Landlord contesting Landlord's statement in accordance with the foregoing sentence, pending the resolution of any such dispute, Tenant shall continue to pay to Landlord any and all amounts reflected on Landlord's statement. Landlord's and Tenant's obligation to pay any overpayment or deficiency due the other pursuant to this Section shall survive the expiration or termination of this Lease. Notwithstanding any other provision of this Lease to the contrary, Landlord may, in its reasonable discretion, determine from time to time the method of computing and allocating Operating Expenses, including the method of allocating Operating Expenses to various types of space within the Building to reflect any disparate levels of services provided to different types of space. If the Building is not fully occupied during any period, Landlord may make a reasonable adjustment based on occupancy in computing the Operating Expenses for such period so that Operating Expenses are computed as though the Building had been fully occupied. Notwithstanding anything to the contrary contained herein, any delay or failure of Landlord furnishing any statement of Operating Expenses and/or in billing any escalation hereinabove provided shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such escalation hereunder.

7. Services

Landlord will furnish the following services for the normal use and occupancy of the Premises for general office purposes: (i) electricity, (ii) heating and air conditioning in season during Normal Business Hours, (iii) water, (iv) trash removal and janitorial services pursuant to the cleaning schedule attached as Exhibit D and (v) such other services Landlord reasonably determines are appropriate or necessary. If Tenant requests, and if Landlord is able to furnish, services in addition to those identified above, including heating or air conditioning outside of Normal Business Hours, Tenant shall pay Landlord's reasonable charge for such supplemental services. If because of Tenant's density, equipment or other Tenant circumstances, Tenant puts demands on the Building Systems in excess of those of the typical office user in the Building, Landlord may install supplemental equipment and meters at Tenant's expense. Landlord shall not be responsible or liable for any interruption in such services, nor shall such interruption affect the continuation or validity of this Lease. Landlord shall have the exclusive right to select, and to change, the companies providing such services to the Building or Premises. Any wiring, cabling or other equipment necessary to connect Tenant's telecommunications equipment shall be Tenant's responsibility, and shall be installed in a manner approved by Landlord. In the event Tenant's consumption of any utility or other service included in Operating Expenses is excessive when compared with other occupants of the Property, as determined in Landlord's reasonable discretion, Landlord may invoice Tenant separately for, and Tenant shall pay on demand, the cost of Tenant's excessive consumption, as reasonably determined by Landlord.

8. Insurance; Waivers; Indemnification

(a) Landlord shall maintain insurance against loss or damage to the Building or the Property with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost of the Building (excluding coverage of Tenant's personal property and any Alterations by Tenant), and such other insurance, including rent loss coverage, as Landlord may reasonably deem appropriate or as any Mortgagee may require.

(b) Tenant, at its expense, shall keep in effect commercial general liability insurance, including blanket contractual liability insurance, covering Tenant's use of the Property, with such coverages and limits of liability as Landlord may reasonably require, but not less than a \$1,000,000 combined single limit with a \$3,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage; however, such limits shall not limit Tenant's liability hereunder. The policy shall name Landlord and any other associated or affiliated entity as their interests may appear and at Landlord's request, any Mortgagee(s), as additional insureds, shall be written on an "occurrence" basis and not on a "claims made" basis and shall be endorsed to provide that it is primary to and not contributory to any policies carried by Landlord and to provide that it shall not be cancelable or reduced without at least 30 days prior notice to Landlord. The insurer shall be authorized to issue such insurance, licensed to do business and admitted in the state in which the Property is located and rated at least A VII in the most current edition of *Best's Insurance Reports*. Tenant shall deliver to Landlord on or before the Commencement Date or any earlier date on which Tenant accesses the Premises, and at least 30 days prior to the date of each policy renewal, a certificate of insurance evidencing such coverage.

(c) Landlord and Tenant each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy with, in the case of Tenant, such endorsements and additional coverages as are considered good business practice in Tenant's business, even if such loss or damage shall be brought about by the fault or negligence of the other party or its Agents; provided, however, such waiver by Landlord shall not be effective with respect to Tenant's liability described in Sections 9(b) and 10(d) below. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Tenant assumes all risk of damage of Tenant's property within the Property, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause.

(d) Subject to subsection (c) above, and except to the extent caused by the negligence or willful misconduct of Landlord or its Agents, Tenant will indemnify, defend, and hold harmless Landlord and its Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) which may be asserted against, imposed upon, or incurred by Landlord or its Agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Premises or arising out of the occupancy or use of the Property by Tenant or its Agents or occasioned wholly or in part by any act or omission of Tenant or its Agents, whether prior to, during or after the Term. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

9. Maintenance and Repairs

(a) Landlord shall Maintain the Building, including the Premises (except to the extent of Tenant's obligations set forth in Section 9(b) hereof, the Common Areas, the Building Systems and any other improvements owned by Landlord located on the Property. If Tenant becomes aware of any condition that is Landlord's responsibility to repair, Tenant shall promptly notify Landlord of the condition.

(b) Subject to Landlord's obligation to provide trash removal and janitorial service pursuant to Section 7 hereof, Tenant at its sole expense shall keep the Premises, and the fixtures, improvements, equipment, and finishes, and any Alterations therein in clean, safe and sanitary condition and in good order and repair and will cause no waste or injury thereto. Alterations, repairs and replacements to the Property, including the Premises, made necessary because of Tenant's Alterations or installations, any use or circumstances special or particular to Tenant, or any act or omission of Tenant or its Agents shall be made at the sole expense of Tenant to the extent not covered by any applicable insurance proceeds paid to Landlord.

10. Compliance

(a) Tenant will, at its expense, promptly comply with all Laws now or subsequently pertaining to the Premises or Tenant's use or occupancy. Tenant will pay any taxes or other charges by any authority on Tenant's property or trade

fixtures or relating to Tenant's use of the Premises. Neither Tenant nor its Agents shall use the Premises in any manner that under any Law would require Landlord to make any Alteration to or in the Building or Common Areas (without limiting the foregoing, Tenant shall not use the Premises in any manner that would cause the Premises or the Property to be deemed a "place of public accommodation" under the ADA if such use would require any such Alteration). Tenant shall be responsible for compliance with the ADA, and any other Laws regarding accessibility, with respect to the Premises.

(b) Tenant will comply, and will cause its Agents to comply, with the Building Rules.

(c) Tenant agrees not to do anything or fail to do anything which will increase the cost of Landlord's insurance or which will prevent Landlord from procuring policies (including public liability) from companies and in a form satisfactory to Landlord. If any breach of the preceding sentence by Tenant causes the rate of fire or other insurance to be increased, Tenant shall pay the amount of such increase as additional Rent within 30 days after being billed.

(d) Tenant agrees that (i) no activity will be conducted on the Premises that will use or produce any Hazardous Materials, except any cleaning materials in amounts and forms as are generally used by tenants in comparable buildings using premises for the purposes for which Tenant is permitted to use the Premises and are conducted in accordance with all Environmental Laws ("Permitted Activities"); (ii) the Premises will not be used for storage of any Hazardous Materials, except for materials used in the Permitted Activities which are properly stored in a manner and location complying with all Environmental Laws; (iii) no portion of the Premises or Property will be used by Tenant or Tenant's Agents for disposal of Hazardous Materials; (iv) Tenant will deliver to Landlord copies of all Material Safety Data Sheets and other written information prepared by manufacturers, importers or suppliers of any chemical; and (v) Tenant will immediately notify Landlord of any violation by Tenant or Tenant's Agents of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Tenant shall immediately deliver to Landlord a copy of any notice, filing or permit sent or received by Tenant with respect to the foregoing. If at any time during or after the Term, any portion of the Property is found to be contaminated by Tenant or Tenant's Agents or subject to conditions prohibited in this Lease caused by Tenant or Tenant's Agents, Tenant will indemnify, defend and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result thereof, and Landlord shall have the right to direct remediation activities, all of which shall be performed at Tenant's cost. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

(e) Tenant agrees to use commercially reasonable efforts to ensure that its operations at the Premises do not adversely affect any efforts by Landlord to obtain or maintain the accreditation of the Building or the Property for any so-called "green initiative" such as LEED certification (including, without limitation, compliance with any commercially reasonable recycling plan instituted by Landlord at the Building); provided that Landlord provides Tenant with at least thirty (30) days' prior written notice of any such "green initiative" obtained or then being pursued by Landlord. Any future plan for such accreditation may be appended to and become a part of the Building Rules, and may result in a modification to the cleaning schedule set forth on Exhibit D.

11. Signs

Landlord will furnish Tenant building standard identification signage on the interior Building directory, if applicable, and on or beside the main entrance door to the Premises. Tenant shall not place any signs on the Property without the prior consent of Landlord, other than signs that are located wholly within the interior of the Premises and not visible from the exterior of the Premises. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all applicable Laws and the Building Rules. Tenant shall remove its signs at the termination of this Lease, shall repair any resulting damage, and shall restore the Property to its condition existing prior to the installation of Tenant's signs.

12. Alterations

Except for non-structural Alterations that (i) do not exceed \$5,000 in the aggregate during the Term, (ii) are not visible from the exterior of the Premises, (iii) do not affect any Building System or the structural strength of the Building, (iv) do not require penetrations into the floor, ceiling or walls, and (v) do not require work within the walls, below the floor or above the ceiling, Tenant shall not make or permit any Alterations in or to the Premises without first obtaining Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. With respect to any Alterations made by or on behalf of Tenant (whether or not the Alteration requires Landlord's consent): (i) not less than 10 days prior to commencing any Alteration, Tenant shall deliver to Landlord the plans, specifications and necessary permits for the Alteration, together with certificates evidencing that Tenant's contractors and subcontractors have adequate insurance coverage naming Landlord and any other associated or affiliated entity as their interests may appear as additional insureds, (ii) Tenant shall obtain Landlord's prior written approval of any contractor or subcontractor, (iii) the Alteration shall be constructed with new materials, in a good and workmanlike manner, and in compliance with all Laws and the plans and specifications delivered to,

and, if required above, approved by Landlord, (iv) Tenant shall pay Landlord all reasonable costs and expenses in connection with Landlord's review of Tenant's plans and specifications, and of any supervision or inspection of the construction Landlord deems necessary, and (v) upon Landlord's request Tenant shall, prior to commencing any Alteration, provide Landlord reasonable security against liens arising out of such construction. Any Alteration by or on behalf of Tenant shall be the property of Tenant until the expiration or termination of this Lease; at that time without payment by Landlord the Alteration shall, at Landlord's option, either remain on the Property and become the property of Landlord or be removed by Tenant, in which event Tenant will repair any resulting damage and will restore the Premises to the condition existing prior to Tenant's Alteration. At Tenant's request prior to any Alterations being performed by, for, or on behalf of, Tenant, Landlord will notify Tenant in writing whether Tenant is required to remove the specific Alteration(s) at the expiration or termination of this Lease. Tenant may install its trade fixtures, furniture and equipment in the Premises, provided that the installation and removal of them will not affect any structural portion of the Property, any Building System or any other equipment or facilities serving the Building or any occupant.

13. Mechanics' Liens

Tenant promptly shall pay for any improvements, labor, services, materials, supplies or equipment furnished to, made by, contracted for or otherwise authorized by Tenant in or about the Premises. Tenant shall keep the Premises and the Property free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant. Tenant shall take all steps permitted by law in order to avoid the imposition of any such lien. Should any such lien or notice of such lien be filed against the Premises or the Property, Tenant shall discharge the same by bonding or otherwise within 15 days after Tenant has notice that the lien or claim is filed regardless of the validity of such lien or claim.

14. Landlord's Right to Relocate Tenant; Right of Entry

(a) Landlord may relocate Tenant from the Premises to comparable space in the Building as reasonably determined by Landlord. Landlord will give Tenant at least 60 days advance notice of relocation and will pay for all reasonable costs of such relocation. Such a relocation shall not terminate, modify or otherwise affect this lease except that "Premises" shall refer to the relocation space rather than the old location identified in Section 1(a).

(b) Tenant shall permit Landlord and its Agents to enter the Premises at all reasonable times following reasonable notice (except in an emergency for which no notice shall be required) to inspect, Maintain, or make Alterations to the Premises or Property, to exhibit the Premises for the purpose of sale or financing, and, during the last 12 months of the Term, to exhibit the Premises to any prospective tenant. Landlord will make reasonable efforts not to inconvenience Tenant in exercising such rights, but Landlord shall not be liable for any interference with Tenant's occupancy resulting from Landlord's entry.

15. Damage by Fire or Other Casualty

If the Premises or Common Areas shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord, and Landlord, subject to the conditions set forth in this Section, shall repair such damage and restore the Premises or Common Areas to substantially the same condition in which they were immediately prior to such damage or destruction, but not including the repair, restoration or replacement of the fixtures, equipment, or Alterations installed by or on behalf of Tenant. Landlord shall notify Tenant, within 30 days after the date of the casualty, if Landlord anticipates that the restoration will take more than 180 days from the date of the casualty to complete; in such event, either Landlord or Tenant (unless the damage was caused by Tenant) may terminate this Lease effective as of the date of casualty by giving notice to the other within 10 days after Landlord's notice. If a casualty occurs during the last 12 months of the Term, Landlord may terminate this Lease unless Tenant has the right to extend the Term for at least 3 more years and does so within 30 days after the date of the casualty. Moreover, Landlord may terminate this Lease if the loss is not fully covered by the insurance required to be maintained by Landlord under this Lease. Tenant will receive an abatement of Minimum Annual Rent and Annual Operating Expenses to the extent and for so long as the Premises are rendered untenable as a result of the casualty.

16. Condemnation

If (a) all of the Premises are Taken, (b) any part of the Premises is Taken and the remainder is insufficient in Landlord's opinion for the reasonable operation of Tenant's business, or (c) any of the Property is Taken, and, in Landlord's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder, then this Lease shall terminate as of the date the condemning authority takes possession. If this Lease is not terminated, Landlord shall restore the Building to a condition as near as reasonably possible to the condition prior to the Taking, the Minimum Annual Rent shall be abated for the period of time all or a part of the Premises is untenable in proportion to the square foot area untenable, and this

Lease shall be amended appropriately. The compensation awarded for a Taking shall belong to Landlord. Except for any relocation benefits to which Tenant may be entitled, Tenant hereby assigns all claims against the condemning authority to Landlord, including, but not limited to, any claim relating to Tenant's leasehold estate.

17. Quiet Enjoyment

Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises as against anyone claiming by or through Landlord, subject, however, to the terms of this Lease and any Mortgage.

18. Assignment and Subletting

(a) Except as provided in Section (b) below, Tenant shall not enter into nor permit any Transfer voluntarily or by operation of law, without the prior consent of Landlord, which consent shall not be unreasonably withheld. Without limitation, Tenant agrees that Landlord's consent shall not be considered unreasonably withheld if (i) the proposed transferee is an existing tenant of Landlord or an affiliate of Landlord or an affiliate of an existing tenant of Landlord or an affiliate of Landlord, (ii) the business, business reputation, or creditworthiness of the proposed transferee is unacceptable to Landlord, (iii) Landlord or an affiliate of Landlord has comparable space available for lease by the proposed transferee or (iv) an Event of Default has occurred under this Lease or any act or omission has occurred which would constitute an Event of Default with the giving of notice and/or the passage of time. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. In no event shall any Transfer relieve Tenant from any obligation under this Lease. Landlord's acceptance of Rent from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer. Any Transfer not in conformity with this Section 18 shall be void at the option of Landlord.

(b) Landlord's consent shall not be required in the event of any Transfer by Tenant to an Affiliate provided that (i) the Affiliate has a tangible net worth at least equal to that of Tenant as of the date of this Lease, (ii) Tenant provides Landlord notice of the Transfer at least 15 days prior to the effective date, together with current financial statements of the Affiliate certified by an executive officer of the Affiliate, and (iii) in the case of an assignment or sublease, Tenant delivers to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the Affiliate, together with a certificate of insurance evidencing the Affiliate's compliance with the insurance requirements of Tenant under this Lease.

(c) The provisions of subsection (a) above notwithstanding, if Tenant proposes to Transfer all of the Premises (other than to an Affiliate pursuant to Section 18(b) hereof), Landlord may terminate this Lease, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If Tenant proposes to enter into a Transfer of less than all of the Premises (other than to an Affiliate pursuant to Section 18(b) hereof), Landlord may amend this Lease to remove the portion of the Premises to be transferred, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If this Lease is not so terminated or amended, Tenant shall pay to Landlord, immediately upon receipt, the excess of (i) all compensation received and to be received by Tenant for or as a result of the Transfer over (ii) the Rent allocable to the Premises transferred.

(d) If Tenant requests Landlord's consent to a Transfer, Tenant shall provide Landlord, at least 15 days prior to the proposed Transfer, current financial statements of the transferee certified by an executive officer of the transferee, a complete copy of the proposed Transfer documents, and any other information Landlord reasonably requests. Immediately following any approved assignment or sublease, Tenant shall deliver to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the transferee, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of Tenant under this Lease. Tenant agrees to reimburse Landlord for reasonable administrative and attorneys' fees in connection with the processing and documentation of any Transfer for which Landlord's consent is requested.

19. Subordination; Mortgagee's Rights

(a) Subject to Mortgagee's rights set forth in this Lease, Tenant accepts this Lease subject and subordinate to any Mortgage now or in the future affecting the Premises. This clause shall be self-operative, but within 10 days after request, Tenant shall execute and deliver any further instruments confirming the subordination of this Lease and any further instruments of attornment that the Mortgagee may reasonably request. However, any Mortgagee may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by giving notice to Tenant, and this Lease shall then be deemed prior to such Mortgage without regard to their respective dates of execution and delivery; provided that such subordination shall not affect any Mortgagee's rights with respect to condemnation awards, casualty insurance proceeds, intervening liens or any right which shall arise between the recording of such Mortgage and the execution of this Lease.

(b) Tenant acknowledges that no Mortgagee shall be (i) liable for any act or omission of a prior landlord, (ii) subject to any rental offsets or defenses against a prior landlord, (iii) bound by any amendment of this Lease made without its written consent, (iv) bound by payment of Monthly Rent more than one month in advance or liable for any other funds paid by Tenant to Landlord unless such funds actually have been transferred to the Mortgagee by Landlord, or (v) responsible for any Security Deposit, except to the extent actually received by such Mortgagee.

(c) The provisions of Sections 15 and 16 above notwithstanding, Landlord's obligation to restore the Premises after a casualty or condemnation shall be subject to the consent and prior rights of any Mortgagee.

20. Tenant's Certificate; Financial Information; Other Disclosures

(a) Within 10 days after Landlord's request from time to time, (a) Tenant shall execute, acknowledge and deliver to Landlord, for the benefit of Landlord, Mortgagee, any prospective Mortgagee, and any prospective purchaser of Landlord's interest in the Property, an estoppel certificate in the form of attached Exhibit C (or other form requested by Landlord), modified as necessary to accurately state the facts represented, and (b) Tenant shall furnish to Landlord, Landlord's Mortgagee, prospective Mortgagee and/or prospective purchaser reasonably requested financial information.

(b) Tenant agrees to cooperate with Landlord to provide information reasonably required or requested by Landlord to be provided to a regulatory or other recognized entity for the purpose of obtaining accreditation of the Building or the Property for any so-called "green initiative" such as LEED certification, which cooperation shall include, without limitation, providing electric consumption data or other relevant data in proper format for reporting to the U.S. Green Building Council (or similar or successor authority selected by Landlord).

21. Surrender

(a) On the date on which this Lease expires or terminates, Tenant shall return possession of the Premises to Landlord in good, broom-clean condition, except for ordinary wear and tear, and except for casualty damage or other conditions that Tenant is not required to remedy under this Lease. Prior to the expiration or termination of this Lease, Tenant shall remove from the Property all furniture, trade fixtures, equipment, wiring and cabling (unless Landlord directs Tenant otherwise), and all other personal property installed by or on behalf of Tenant or its assignees or subtenants. Tenant shall repair any damage resulting from such removal and shall restore the Property to good order and condition. Any of Tenant's personal property not removed as required shall be deemed abandoned, and Landlord, at Tenant's expense, may remove, store, sell or otherwise dispose of such property in such manner as Landlord may see fit and/or Landlord may retain such property or sale proceeds as its property. If Tenant does not return possession of the Premises to Landlord in the condition required under this Lease, Tenant shall pay Landlord all resulting damages Landlord may suffer.

(b) If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's occupancy of the Premises shall be that of a tenancy at will. Tenant's occupancy during any holdover period shall otherwise be subject to the provisions of this Lease (unless clearly inapplicable), except that the Monthly Rent shall be double the Monthly Rent payable for the last full month immediately preceding the holdover. No holdover or payment by Tenant after the expiration or termination of this Lease shall operate to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Any provision in this Lease to the contrary notwithstanding, any holdover by Tenant shall constitute an Event of Default on the part of Tenant under this Lease entitling Landlord to exercise, without obligation to provide Tenant any notice or cure period, all of the remedies available to Landlord upon the occurrence of an Event of Default, and Tenant shall be liable for all damages, including consequential damages, that Landlord suffers as a result of the holdover.

22. Defaults - Remedies

(a) It shall be an Event of Default:

(i) If Tenant does not pay in full when due any and all Rent and, except as provided in Section 22(c) below, Tenant fails to cure such default on or before the date that is 5 days after Landlord gives Tenant notice of default;

(ii) If Tenant enters into or permits any Transfer in violation of Section 18 above;

(iii) If Tenant fails to observe and perform or otherwise breaches any other provision of this Lease, and, except as provided in Section 22(c) below, Tenant fails to cure the default on or before the date that is 10 days after Landlord gives Tenant notice of default; provided, however, if the default cannot reasonably be cured within 10 days following Landlord's giving of notice, Tenant shall be afforded additional reasonable time (not to exceed 30 days following

Landlord's notice) to cure the default if Tenant begins to cure the default within 10 days following Landlord's notice and continues diligently in good faith to completely cure the default;

(iv) If Tenant becomes insolvent or makes a general assignment for the benefit of creditors or offers a settlement to creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against Tenant, or a bill in equity or other proceeding for the appointment of a receiver for any of Tenant's assets is commenced, or if any of the real or personal property of Tenant shall be levied upon; provided that any proceeding brought by anyone other than Landlord or Tenant under any bankruptcy, insolvency, receivership or similar law shall not constitute an Event of Default until such proceeding has continued unstayed for more than 60 consecutive days; or

(v) Tenant shall vacate or abandon the Premises.

Any notice periods provided for under this Article 22(a) shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

(b) If an Event of Default occurs, in addition to all other rights and remedies available to Landlord at law, in equity, by statute or otherwise, Landlord shall have the following rights and remedies:

(i) Landlord, without any obligation to do so, may elect to cure the default on behalf of Tenant, in which event Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord (together with an administrative fee of 15% thereof) in curing the default, plus interest at the Interest Rate from the respective dates of Landlord's incurring such costs, which sums and costs together with interest at the Interest Rate shall be deemed additional Rent;

(ii) To enter and repossess the Premises, by breaking open locked doors if necessary, and remove all persons and all or any property, by action at law or otherwise, without being liable for prosecution or damages. Landlord may, at Landlord's option, make Alterations and repairs in order to relet the Premises and relet all or any part(s) of the Premises for Tenant's account. Tenant agrees to pay to Landlord on demand any deficiency (taking into account all costs incurred by Landlord) that may arise by reason of such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach;

(iii) To accelerate the whole or any part of the Rent for the balance of the Term (excluding any Renewal Term that has not been exercised by Tenant), and declare the same, discounted to net present value at the rate of six percent (6%) per annum, to be immediately due and payable; provided, however, to the extent Landlord thereafter re-leases the Premises for all or any portion of the balance of the Term, Landlord shall reimburse Tenant for the net amount of rent collected by Landlord, after deducting all costs and expenses relating to such reletting including, without limitation, improvements to the Premises, brokerage commissions and attorneys' fees, with respect to the balance of the Term within thirty (30) days after the expiration of the Term. If Landlord exercises its right to accelerate Rent, Landlord shall use commercially reasonable efforts to re-lease the Premises and mitigate Landlord's damages; and

(iv) To terminate this Lease and the Term without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken.

(c) Any provision to the contrary in this Section 22 notwithstanding, (i) Landlord shall not be required to give Tenant the notice and opportunity to cure provided in Section 22(a) above more than twice in any consecutive 12-month period, and thereafter Landlord may declare an Event of Default without affording Tenant any of the notice and cure rights provided under this Lease, and (ii) Landlord shall not be required to give such notice prior to exercising its rights under Section 22(b) if Tenant fails to comply with the provisions of Sections 13, 20 or 27 or in an emergency.

(d) No waiver by Landlord of any breach by Tenant shall be a waiver of any subsequent breach, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach. Efforts by Landlord to mitigate the damages caused by Tenant's default shall not constitute a waiver of Landlord's right to recover damages hereunder. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the total amount due Landlord under this Lease shall be deemed to be other than on account, nor shall any endorsement or statement on any check or with any payment be deemed an

accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of Rent due, or Landlord's right to pursue any other available remedy.

(e) If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the other party attorneys' fees, costs of suit, investigation expenses and discovery costs, including costs of appeal.

(f) LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE.

23. Tenant's Authority

Tenant represents and warrants to Landlord that: (a) Tenant is duly formed, validly existing and in good standing under the laws of the state under which Tenant is organized, and qualified to do business in the state in which the Property is located, and (b) the person(s) signing this Lease are duly authorized to execute and deliver this Lease on behalf of Tenant.

24. Liability of Landlord

(a) Landlord Default.

(i) It shall be a default and a breach of this Lease by Landlord (a "Landlord Default") if any covenant or obligation required to be performed or observed by it under this Lease is not so performed or observed for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within said thirty (30) day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same and does so complete the same within a reasonable period following receipt of Tenant's notice.

(ii) Upon the occurrence of any Landlord Default, Tenant may sue for injunctive relief or to recover damages for any loss resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold or abate any rent due hereunder except as specifically provided in this Lease. In addition, Tenant shall have the right, in addition to Tenant's other rights and remedies hereunder, at law and in equity, to cure or attempt to cure a Landlord Default. If Tenant elects to cure such noncompliance by Landlord, all reasonable costs actually incurred by Tenant in curing such noncompliance shall be paid by Landlord within thirty (30) days after written demand therefor with reasonable evidence of such costs.

(b) The word "Landlord" in this Lease includes the Landlord executing this Lease as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as Landlord. Any such person or entity, whether or not named in this Lease, shall have no liability under this Lease after it ceases to hold title to the Premises except for obligations already accrued (and, as to any unapplied portion of Tenant's Security Deposit, Landlord shall be relieved of all liability upon transfer of such portion to its successor in interest). Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which subsequently accrue. Except for damages directly caused by Landlord's gross negligence or willful misconduct, Landlord will not be liable to Tenant, its Agents, customers, clients, family members, guests, or trespassers for any damage, compensation, or claim arising from (i) the repairing of any portion of the Building, (ii) any interruption in the use of the Premises or the Property, (iii) accident or damage resulting from the use or operation (by Landlord, Tenant, or any other person or persons whatsoever) of elevators, escalators, or heating, cooling, electrical, or plumbing equipment or apparatus, (iv) the termination of this Lease because of the destruction of the Premises or a taking or sale in lieu thereof by eminent domain, (v) any casualty, robbery, theft, criminal act, or unexplained disappearance, (vi) any leakage in any part of the Premises or the rest of the Building (including areas occupied by other tenants and occupants of the Building), or from water, rain, or snow that may leak into, or flow from, any part of the Premises or the rest of the Building, or from drains, pipes or plumbing work in or about the Building, or (vii) any other cause whatsoever. In no event shall Landlord be liable to Tenant for any loss of business or profits of Tenant or for consequential, punitive or special damages of any kind. Neither Landlord nor any principal of Landlord nor any owner of the Property, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Premises; Tenant shall look solely to the equity of Landlord in the Property for the satisfaction of any claim by Tenant against Landlord.

25. Miscellaneous

(a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.

(b) This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Premises or the Property. No rights, easements or licenses are acquired in the Property or any land adjacent to the Property by Tenant by implication or otherwise except as expressly set forth in this Lease. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. The word "person" includes a natural person, a partnership, a corporation, a limited liability company, an association and any other form of business association or entity. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Landlord or Tenant.

(c) Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.

(d) If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.

(e) This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and permitted successors and assigns. All persons liable for the obligations of Tenant under this Lease shall be jointly and severally liable for such obligations.

(f) Tenant shall not record this Lease or any memorandum without Landlord's prior consent.

(g) Except as may be required by law, Tenant shall not disclose the terms of this Lease to any third party, other than to Tenant's consultants or advisors who agree to maintain the confidentiality of such information, without the prior written consent of Landlord.

26. Notices

Any notice, consent or other communication under this Lease shall be in writing and addressed to Landlord or Tenant at their respective addresses specified in Section 1 above (or to such other address as either may designate by notice to the other) with a copy to any Mortgagee or other party designated by Landlord. Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service or by certified mail, return receipt requested, postage prepaid or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient or on the day delivery is refused. The giving of notice by Landlord's or Tenant's attorneys, representatives and agents under this Section shall be deemed to be the acts of Landlord or Tenant, respectively.

27. Security Deposit

At the time of signing this Lease, Tenant shall deposit with Landlord the Security Deposit to be retained by Landlord as cash security for the faithful performance and observance by Tenant of the provisions of this Lease. Tenant shall not be entitled to any interest on the Security Deposit. Landlord shall have the right to commingle the Security Deposit with its other funds. Landlord may use the whole or any part of the Security Deposit for the payment of any amount as to which Tenant is in default or to compensate Landlord for any loss or damage it may suffer by reason of Tenant's default under this Lease. If Landlord uses all or any portion of the Security Deposit as herein provided, within 10 days after demand, Tenant shall pay Landlord cash in an amount equal to that portion of the Security Deposit used by Landlord. If Tenant complies fully and faithfully with all of the provisions of this Lease, the Security Deposit, less any portion thereof used by Landlord, shall be returned to Tenant after the Expiration Date and surrender of the Premises to Landlord.

28. Brokers

Each of Landlord and Tenant hereby represents and warrants to the other that it has dealt with no real estate agents or brokers in connection with the negotiation, execution and delivery of this Lease other than Cushman Wakefield ("Landlord's

Broker") and that no brokerage fees or commissions are payable to any real estate agent or broker in connection with the negotiation, execution and delivery of this Lease other than to Landlord's Broker. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other harmless from and against any and all losses, liabilities, damages, claims, costs and/or expenses (including, without limitation, reasonable attorneys' fees) that the other may incur or suffer, or which may be asserted against the other, in connection with, or in any way relating to, the inaccuracy of any representation or warranty made by it in this Section. Landlord shall pay all fees and commissions due and owing to Landlord's Broker in connection with the negotiation, execution and delivery of this Lease pursuant to a separate written agreement made prior to the date on which this Lease has been fully executed by Landlord and Tenant between Landlord and Landlord's Broker.

29. Anti-Terrorism Laws

During the term, neither Tenant nor its respective constituents or affiliates shall (i) be an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 et seq.), as amended, (ii) violate the Trading with the Enemy Act, as amended, (iii) violate any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (iv) violate the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"). Tenant shall, promptly following a request from Landlord, provide all documentation and other information that Landlord requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

30. Ground Lease

Tenant acknowledges and agrees that Landlord's interest in the Land is that of a ground lessee pursuant to that certain ground lease dated May 24, 1983, as amended and assigned (the "Ground Lease"). In the event of the termination of the Ground Lease, this Lease shall not terminate or be terminable by Tenant. In the event of any action for the foreclosure of the Landlord's mortgage, the sublease shall not terminate or be terminable by Tenant by reason of the termination of the Ground Lease unless Tenant is specifically named and joined in any such action and unless a judgment is obtained therein against Tenant. In the event that the Ground Lease is terminated as aforesaid, Tenant shall return to the lessor under the Ground Lease or to the purchaser at the sale of the property subject to the Ground Lease upon such foreclosure, as the case may be.

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

Landlord:

CCP PROPERTY OWNER NASHVILLE I, LLC,
a Delaware limited liability company

By: **CCP Mezzanine Nashville I, LLC**
a Delaware limited liability company, its Manager

By: **CCP Nashville I, LLC**
a Virginia limited liability company, its Manager

By: **CCP Manager Nashville I, LLC**
a Virginia limited liability company, its Manager

By: **Continental Capital Partners, LLC**
a Virginia limited liability company, its Manager

By: _____
Name: **Jeffrey R. McLendon**
its Manager

Date signed: 7/16/2020

Tenant:

HEART AND SOUL HOSPICE, LLC,
a Tennessee limited liability company

By: Andre Lee
Name: ANDRE LEE
Title: CEO

Date signed: July 15, 2020

Rider 1 to Lease Agreement

(Multi-Tenant Office)

ADDITIONAL DEFINITIONS

"ADA" means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

"Affiliate" means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.

"Agents" of a party means such party's employees, agents, representatives, contractors, licensees or invitees.

"Alteration" means any addition, alteration or improvement to the Premises or Property, as the case may be.

"Building Rules" means the rules and regulations attached to this Lease as Exhibit B as they may be amended from time to time.

"Building Systems" means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety, security or other systems serving the Building.

"Common Areas" means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all tenants in the Building or Property, including, if applicable, lobbies, hallways, restrooms, elevators, driveways, sidewalks, parking, loading and landscaped areas.

"Environmental Laws" means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

"Event of Default" means a default described in Section 22(a) of this Lease.

"Hazardous Materials" means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

"Interest Rate" means interest at the lesser of (i) the rate of 1 ½% per month or (ii) the maximum rate permitted by Laws.

"Land" means the lot or plot of land on which the Building is situated or the portion thereof allocated by Landlord to the Building.

"Laws" means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Property or the use and occupation of the Property.

"Lease Year" means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

"Maintain" means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject property in good condition and repair and, at Landlord's election, in compliance with any current or future accreditation of the Building for any so-called "green initiatives".

"Monthly Rent" means the monthly installment of Minimum Annual Rent plus the monthly installment of estimated Annual Operating Expenses payable by Tenant under this Lease.

"Mortgage" means any mortgage, deed of trust or other lien or encumbrance on Landlord's interest in the Property or any portion thereof, including without limitation any ground or master lease if Landlord's interest is or becomes a leasehold estate.

"Mortgagee" means the holder of any Mortgage, including any ground or master lessor if Landlord's interest is or becomes a leasehold estate.

"Normal Business Hours" means 8:00 a.m. to 6:00 p.m., Monday through Friday, legal holidays excepted.

"Operating Expenses" means all costs, fees, charges and expenses incurred or charged by Landlord in connection with the ownership, operation, maintenance and repair of, and services provided to, the Property, including, but not limited to, (i) the charges at standard retail rates for any services provided by Landlord pursuant to Section 7 of this Lease, (ii) the cost of insurance carried by Landlord allocable to the Building together with the cost of any deductible paid by Landlord in connection with an insured loss which is allocable to the Building, (iii) Landlord's cost to Maintain the Property, (iv) the cost of trash collection (including any recycling programs initiated at the Building, (v) to the extent not otherwise payable by Tenant pursuant to Section 5 of this Lease, all levies, taxes (including real estate taxes, sales taxes and gross receipt taxes), assessments, association dues, liens, license and permit fees, together with the reasonable cost of contesting any of the foregoing, which are applicable to the Term, and which are imposed by any authority or under any Law, or pursuant to any recorded covenants or agreements, upon or with respect to the Property, or any improvements thereto, or directly upon this Lease or the Rent or upon amounts payable by any subtenants or other occupants of the Premises, or against Landlord because of Landlord's estate or interest in the Property, (vi) the annual amortization (over their estimated economic useful life or payback period, whichever is shorter) of the costs (including reasonable financing charges) of capital improvements or replacements (a) required by any Laws, (b) made for the purpose of reducing Operating Expenses, or (c) made for the purpose of directly enhancing the safety of tenants in the Building, (vii) a management and administrative fee, and (viii) building security services. The foregoing notwithstanding, Operating Expenses will not include: (i) depreciation on the Building, (ii) financing and refinancing costs (except as provided above), interest on debt or amortization payments on any mortgage, or rental under any ground or underlying lease, (iii) leasing commissions, advertising expenses, tenant improvements or other costs directly related to the leasing of the Property, or (iv) income, excess profits or corporate capital stock tax imposed or assessed upon Landlord, unless such tax or any similar tax is levied or assessed in lieu of all or any part of any taxes includable in Operating Expenses above. If Landlord elects to prepay real estate taxes during any discount period, Landlord shall be entitled to the benefit of any such prepayment. Landlord shall have the right to directly perform (by itself or through an affiliate) any services provided under this Lease provided that the Landlord's charges included in Operating Expenses for any such services shall not exceed competitive market rates for comparable services.

"Property" means the Land, the Building, the Common Areas, and all appurtenances to them.

"Rent" means the Minimum Annual Rent, Annual Operating Expenses and any other amounts payable by Tenant to Landlord under this Lease.

"Taken" or "Taking" means acquisition by a public authority having the power of eminent domain by condemnation or conveyance in lieu of condemnation.

"Tenant's Share" means the percentage obtained by dividing the rentable square feet of the Premises by the rentable square feet of the Building, as set forth in Section 1 of this Lease, subject to adjustment in the event of a remeasurement of the area of the Building.

"Transfer" means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant's interest in the Premises, or (iii) any transfer of a direct or indirect controlling interest in Tenant.

EXHIBIT A
PLAN SHOWING PREMISES



————— SUITE 305



11. Tenant shall have the right, at Tenant's sole risk and responsibility, to use only Tenant's Share of the parking spaces at the Property as reasonably determined by Landlord. Tenant shall comply with all parking regulations promulgated by Landlord from time to time for the orderly use of the vehicle parking areas, including without limitation the following: Parking shall be limited to automobiles, passenger or equivalent vans, motorcycles, light four wheel pickup trucks and (in designated areas) bicycles. No vehicles shall be left in the parking lot overnight without Landlord's prior written approval. Parked vehicles shall not be used for vending or any other business or other activity while parked in the parking areas. Vehicles shall be parked only in striped parking spaces, except for loading and unloading, which shall occur solely in zones marked for such purpose, and be so conducted as to not unreasonably interfere with traffic flow within the Property or with loading and unloading areas of other tenants. Employee and tenant vehicles shall not be parked in spaces marked for visitor parking or other specific use. All vehicles entering or parking in the parking areas shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft. Tenant shall cooperate with Landlord in any measures implemented by Landlord to control abuse of the parking areas, including without limitation access control programs, tenant and guest vehicle identification programs, and validated parking programs, provided that no such validated parking program shall result in Tenant being charged for spaces to which it has a right to free use under its Lease. Each vehicle owner shall promptly respond to any sounding vehicle alarm or horn, and failure to do so may result in temporary or permanent exclusion of such vehicle from the parking areas. Any vehicle which violates the parking regulations may be cited, towed at the expense of the owner, temporarily or permanently excluded from the parking areas, or subject to other lawful consequence. Bicycles are not permitted in the Building. In addition to all other remedies under this Lease, Landlord may charge Tenant \$50.00 for each violation of this subsection 11.

12. Tenant and its Agents shall not smoke in the Building or within 20 feet of the Building entrances and exits. In addition to all other remedies under this Lease, Landlord may charge Tenant \$50.00 for each violation of this subsection 12.

13. Tenant shall provide Landlord with a written identification of any vendors engaged by Tenant to perform services for Tenant at the Premises (examples: security guards/monitors, telecommunications installers/maintenance), and all vendors shall be subject to Landlord's reasonable approval. No mechanics shall be allowed to work on the Building or Building Systems other than those engaged by Landlord. Tenant shall permit Landlord's employees and contractors and no one else to clean the Premises unless Landlord consents in writing. Tenant assumes all responsibility for protecting its Premises from theft and vandalism and Tenant shall see each day before leaving the Premises that all lights are turned out and that the windows and the doors are closed and securely locked.

14. Tenant shall comply with any move-in/move-out rules provided by Landlord and with any rules provided by Landlord governing access to the Building outside of Normal Business Hours. Throughout the Term, no furniture, packages, equipment, supplies or merchandise of Tenant will be received in the Building, or carried up or down in the elevators or stairways, except during such hours as shall be designated by Landlord, and Landlord in all cases shall also have the exclusive right to prescribe the method and manner in which the same shall be brought in or taken out of the Building.

15. Tenant shall not place oversized cartons, crates or boxes in any area for trash pickup without Landlord's prior approval. Landlord shall be responsible for trash pickup of normal office refuse placed in ordinary office trash receptacles only. Excessive amounts of trash or other out-of-the-ordinary refuse loads will be removed by Landlord upon request at Tenant's expense.

16. Tenant shall cause all of Tenant's Agents to comply with these Building Rules.

17. Landlord reserves the right to rescind, suspend or modify any rules or regulations and to make such other rules and regulations as, in Landlord's reasonable judgment, may from time to time be needed for the safety, care, maintenance, operation and cleanliness of the Property. Notice of any action by Landlord referred to in this section, given to Tenant, shall have the same force and effect as if originally made a part of the foregoing Lease. New rules or regulations will not, however, be unreasonably inconsistent with the proper and rightful enjoyment of the Premises by Tenant under the Lease.

18. These Building Rules are not intended to give Tenant any rights or claims in the event that Landlord does not enforce any of them against any other tenants or if Landlord does not have the right to enforce them against any other tenants and such nonenforcement will not constitute a waiver as to Tenant.

19. All requests for heating and air conditioning services outside of Normal Business Hours shall be submitted in writing to Landlord's property manager by noon on the day desired for weekday services, by noon Friday for weekend services, and by noon the preceding day for holiday services.

B-2

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EXHIBIT C

TENANT ESTOPPEL CERTIFICATE

Please refer to the documents described in Schedule 1 hereto, (the "Lease Documents") including the "Lease" therein described; all defined terms in this Certificate shall have the same meanings as set forth in the Lease unless otherwise expressly set forth herein. The undersigned Tenant hereby certifies that it is the tenant under the Lease. Tenant hereby further acknowledges that it has been advised that the Lease may be collaterally assigned in connection with a proposed financing secured by the Property and/or may be assigned in connection with a sale of the Property and certifies both to Landlord and to any and all prospective mortgagees and purchasers of the Property, including any trustee on behalf of any holders of notes or other similar instruments, any holders from time to time of such notes or other instruments, and their respective successors and assigns (the "Beneficiaries") that as of the date hereof:

1. The information set forth in attached Schedule 1 is true and correct.
2. Tenant is in occupancy of the Premises and the Lease is in full force and effect, and, except by such writings as are identified on Schedule 1, has not been modified, assigned, supplemented or amended since its original execution, nor are there any other agreements between Landlord and Tenant concerning the Premises, whether oral or written.
3. All conditions and agreements under the Lease to be satisfied or performed by Landlord have been satisfied and performed.
4. Tenant is not in default under the Lease Documents, Tenant has not received any notice of default under the Lease Documents, and, to Tenant's knowledge, there are no events which have occurred that, with the giving of notice and/or the passage of time, would result in a default by Tenant under the Lease Documents.
5. Tenant has not paid any Rent due under the Lease more than 30 days in advance of the date due under the Lease and Tenant has no rights of setoff, counterclaim, concession or other rights of diminution of any Rent due and payable under the Lease except as set forth in Schedule 1.
6. To Tenant's knowledge, there are no uncured defaults on the part of Landlord under the Lease Documents, Tenant has not sent any notice of default under the Lease Documents to Landlord, and there are no events which have occurred that, with the giving of notice and/or the passage of time, would result in a default by Landlord thereunder, and that at the present time Tenant has no claim against Landlord under the Lease Documents.
7. Except as expressly set forth in Part G of Schedule 1, there are no provisions for any, and Tenant has no, options with respect to the Premises or all or any portion of the Property.
8. No action, voluntary or involuntary, is pending against Tenant under federal or state bankruptcy or insolvency law.
9. The undersigned has the authority to execute and deliver this Certificate on behalf of Tenant and acknowledges that all Beneficiaries will rely upon this Certificate in purchasing the Property or extending credit to Landlord or its successors in interest.
10. This Certificate shall be binding upon the successors, assigns and representatives of Tenant and any party claiming through or under Tenant and shall inure to the benefit of all Beneficiaries.

IN WITNESS WHEREOF, Tenant has executed this Certificate this 15 day of July, 2020

NAANT AND SOUL NASOIC, LLC
Name of Tenant
By: [Signature]
Title: CEO

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SCHEDULE 1 TO TENANT ESTOPPEL CERTIFICATE

Lease Documents, Lease Terms and Current Status

- A. **Date of Lease:**
- B. **Parties:**
 - 1. **Landlord:**
 - 2. **Tenant:**
- C. **Premises:**
- D. **Modifications, Assignments, Supplements or Amendments to Lease:**
- E. **Commencement Date:**
- F. **Expiration of Current Term:**
- G. **Option Rights:**
- H. **Security Deposit Paid to Landlord: \$**
- I. **Current Minimum Annual Rent: \$**
- J. **Current Annual Operating Expenses: \$**
- K. **Current Total Rent: \$**
- L. **Square Feet Demised:**

EXHIBIT D

CLEANING SCHEDULE

DAILY

1. Empty all waste baskets and receptacles. Replace soiled liners and transport to dumpster area for removal. Adhere to recycling program. Any spillage is to be cleaned immediately.
2. Empty and damp wipe all ashtrays where applicable.
3. Dust all uncluttered horizontal surfaces on the following: Desks, Credenzas, Bookcases, Chairs, File and Storage cabinets, Tables, Pictures and Frames (as needed), Counters, Ledges, Shelves, and Telephones.
4. Vacuum all carpeted traffic areas and remove minor carpet stains.
5. Sweep all resilient tile floor coverings with chemically treated dry mop.
6. Damp mop all resilient tile floor surfaces as required to remove spillage.
7. Clean, disinfect and polish all drinking fountains.
8. Remove all fingerprints, severe or light scuff marks, water marks or stains on floors, doors, walls, and ceilings.
9. Service/clean all restrooms.

WEEKLY

1. Dust high partition ledges and moldings.
2. Detail vacuum all carpeted areas.
3. Spot clean doors and outlet switch plates.
4. Stiff brush or vacuum furniture (to remove lint and dirt).
5. Dust windowsills.

MONTHLY

1. Dust ceiling vents and grates as required.
2. Spray buff tile floors.
3. Dust window blinds.

SEMI-ANNUALLY

1. Clean light fixtures.

ANNUALLY

1. Strip and refinish tile floors.
2. Clean exterior window glass.
3. Clean interior window glass.

SECOND AMENDMENT TO DEED OF LEASE

THIS SECOND AMENDMENT TO DEED OF LEASE (this "Amendment") is made as of October 1, 2022 (the "Effective Date"), by and between CCP PROPERTY OWNER NASHVILLE I, LLC, a Delaware limited liability company ("Landlord"), and HEART AND SOUL HOSPICE, LLC, a Tennessee limited liability company ("Tenant").

WITNESSETH:

Recitals

Landlord and Tenant are parties to that certain Deed of Lease dated July 16, 2020, as amended by First Amendment to Deed of Lease dated September 3, 2020 (collectively, the "Lease"), for space designated as Suite 305, comprising nine hundred sixty-six (966) rentable square feet (the "Premises"), in the BNA Corporate Center Building 100, located at 402 BNA Drive, Nashville, Tennessee.

The term of the Lease (the "Term") is scheduled to expire on October 31, 2022. The parties now desire to amend the Lease to extend the Term and as otherwise provided herein.

Amendment

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings set forth in the Lease.

2. Extension of Term. The Term is hereby extended for a period of twelve (12) full calendar months, commencing on November 1, 2022 and expiring on October 31, 2023 (the "Extension Term"). Accordingly, the Expiration Date under the Lease shall be October 31, 2023. All references in the Lease to "term" or "Term" shall include the Extension Term. Tenant acknowledges and agrees that it has no further rights or options to extend the term of the Lease or expand the Premises.

3. Minimum Annual Rent. During the Extension Term, Tenant shall pay Minimum Annual Rent for the Premises pursuant to the terms of the Lease in the amounts set forth in the table below.

Extension Term	Monthly Installments	Annualized
11/1/2022 - 10/31/2023	\$1,932.00	\$23,184.00

This rent schedule does not include any operating expense pass-through adjustments, which shall be computed and collected in accordance with the Lease.

4. Condition of Premises. Tenant acknowledges and agrees that Landlord shall have no obligation to make or pay for any improvements to the Premises in connection with this Amendment and Tenant accepts the Premises in their "AS IS" condition.

5. Brokers. Landlord and Tenant each represents and warrants to the other that it has not employed or worked with any broker, agent, or finder in connection with this Amendment other than Buck Blair with Cushman & Wakefield, which represents Landlord ("Landlord's Broker"). Landlord shall pay the fees and/or commissions to Landlord's Broker pursuant to the terms of a separate agreement. Landlord and Tenant each agrees to indemnify, defend and hold harmless the other and their directors, officers and employees from and against all threatened or asserted claims, liabilities, costs and damages (including reasonable attorneys' fees and disbursements) which may occur as a result of a breach of this representation and warranty.

6. Confidentiality. Except as may be required by law, Tenant shall not disclose the terms of this Amendment to any third party, other than to Tenant's consultants or advisors who agree to maintain the confidentiality of such information, without the prior written consent of Landlord.

7. Tenant's Representations. Tenant hereby represents and warrants to Landlord that, as of the Effective Date (a) the Lease, as amended hereby, is in full force and effect and Tenant is in possession of the Premises; (b) to Tenant's actual knowledge, each of Landlord and Tenant has fully performed all of its respective obligations under the Lease; and (c) to Tenant's actual knowledge, there are no events of default by Landlord or Tenant under the Lease, as amended hereby, and no existing condition, circumstance or matter exists which with notice or the passage of time or both will become a default by Landlord or Tenant under the Lease, as amended hereby.

8. Miscellaneous. Except as expressly modified herein, the terms and conditions of the Lease are hereby ratified and confirmed and shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. This Amendment may be executed by .pdf file (or similar copy) sent by e-mail, and such transmission shall be valid and binding to the same extent as if it were an original. All references to the "Lease" contained in the Lease or in this Amendment shall hereafter be deemed to refer to the Lease, as amended by this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD:

CCP PROPERTY OWNER NASHVILLE I, LLC,
a Delaware limited liability company

By: CCP Mezzanine Nashville I, LLC
a Delaware limited liability company, its Manager

By: CCP Nashville I, LLC
a Virginia limited liability company, its Manager

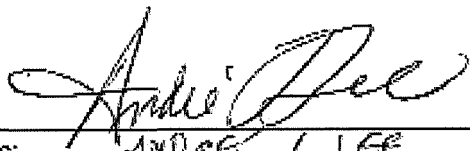
By: CCP Manager Nashville I, LLC
a Virginia limited liability company, its
Manager

By: Continental Capital Partners, LLC, a
Virginia limited liability company,
its Manager

By: _____
Name: Jeremy R. McLendon
Its: Manager

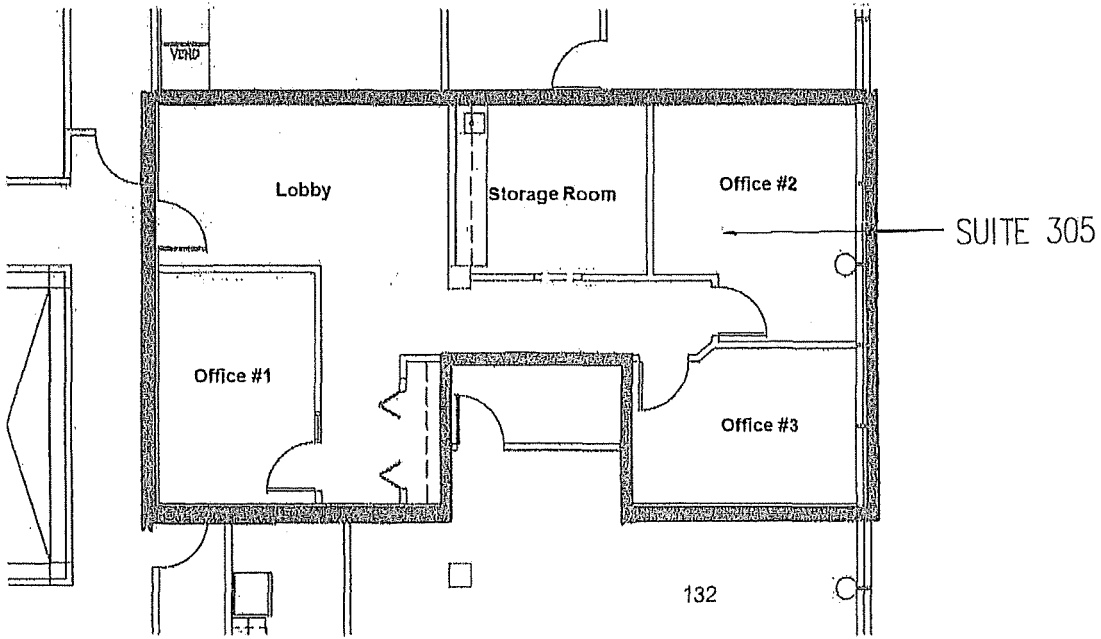
TENANT:

HEART AND SOUL HOSPICE, LLC,
a Tennessee limited liability company

By: 
Name: ANDRE L. LEE
Title: ADMINISTRATOR

ATTACHMENT 10A

Floor Plan



ATTACHMENT 1E

List of Licensed Hospice Agencies in Proposed Service Area, by County

List of Licensed Hospice Agencies in Proposed Service Area by County

Sumner County

Number of Agencies Licensed for County: 9

1. Adoration Hospice (fka Hospice Advantage) (Davidson)
2. Alive Hospice (Davidson)
3. Amedisys Hospice (Central Pike) (Davidson)
4. Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)
5. Avalon Hospice (Davidson)
6. Caris Healthcare (Robertson)
7. Comfort Care Hospice of Middle Tennessee (Robertson)
8. Highpoint Hospice (TN In Home Partners II, LLC) (Sumner)
9. Aveanna Hospice (Williamson)

Williamson County

Number of Agencies Licensed for County: 11

1. Adoration Hospice (fka Hospice Advantage) (Davidson)
2. Alive Hospice (Davidson)
3. Amedisys Hospice (Central Pike) (Davidson)
4. Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)
5. Avalon Hospice (Davidson)
6. Caris Healthcare (Davidson)
7. Kindred Hospice (Davidson)
8. Tennessee Quality Hospice (Madison)
9. Caris Healthcare (Rutherford)
10. Aveanna Hospice (Williamson)
11. Guardian Hospice of Nashville, LLC (Williamson)

Wilson County

Number of Agencies Licensed for County: 10

1. Adoration Hospice (fka Hospice Advantage) (Davidson)
2. Alive Hospice (Davidson)
3. Amedisys Hospice (Central Pike) (Davidson)
4. Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)
5. Avalon Hospice (Davidson)
6. Kindred Hospice (Davidson)
7. Caris Healthcare (Robertson)
8. Caris Healthcare (Rutherford)
9. Highpoint Hospice (TN In Home Partners II, LLC) (Sumner)
10. Aveanna Hospice (Williamson)

ATTACHMENT 2E

TN Dept. of Health, Division of Policy, Planning and Assessment Hospice Need Chart

2020-2021 Hospice Rates and Projected Need

County Name	Hospice Patients Served			Total Hospice Deaths*			Hospice Penetration Rate	Hospice Penetration Rate and Patient Need/(Surplus)	
	2020	2021	Mean	2020	2021	Mean	Mean Number of Patients/Mean Number of Deaths	(Median Rate)*80%	(Median Rate)*85%
								0.411	0.436
Anderson	779	776	778	1,008	1,139	1,074	0.724	(337)	(309)
Bedford	353	324	339	550	600	575	0.589	(102)	(88)
Benton	133	120	127	286	310	298	0.424	(4)	3
Bledsoe	293	90	192	156	166	161	1.189	(125)	(121)
Blount	889	932	911	1,548	1,751	1,650	0.552	(233)	(191)
Bradley	703	890	797	1,289	1,481	1,385	0.575	(228)	(192)
Campbell	343	360	352	614	715	665	0.529	(79)	(62)
Cannon	70	82	76	185	192	189	0.403	1	6
Carroll	234	252	243	495	452	474	0.513	(49)	(36)
Carter	481	416	449	858	905	882	0.509	(87)	(64)
Cheatham	280	234	257	419	509	464	0.554	(67)	(55)
Chester	73	88	81	209	248	229	0.352	13	19
Claiborne	278	279	279	456	563	510	0.547	(69)	(56)
Clay	49	50	50	158	129	144	0.345	9	13
Cocke	373	379	376	623	680	652	0.577	(109)	(92)
Coffee	452	451	452	746	808	777	0.581	(132)	(113)
Crockett	97	80	89	228	203	216	0.411	(0)	6
Cumberland	364	470	417	962	1,152	1,057	0.395	17	44
Davidson	3,055	3083	3,069	5,547	5,457	5,502	0.558	(810)	(669)
Decatur	131	110	121	223	205	214	0.563	(33)	(27)
DeKalb	113	119	116	284	302	293	0.396	4	12
Dickson	399	414	407	576	688	632	0.643	(147)	(131)
Dyer	230	241	236	579	591	585	0.403	5	20
Fayette	143	156	150	497	518	508	0.295	59	72
Fentress	98	110	104	291	352	322	0.323	28	36
Franklin	308	341	325	588	613	601	0.540	(78)	(63)
Gibson	364	321	343	820	848	834	0.411	(0)	21
Giles	295	321	308	453	491	472	0.653	(114)	(102)
Grainger	190	209	200	348	352	350	0.570	(56)	(47)
Greene	736	695	716	1,053	1,172	1,113	0.643	(259)	(230)
Grundy	116	126	121	219	225	222	0.545	(30)	(24)
Hamblen	570	625	598	958	1,049	1,004	0.595	(186)	(160)
Hamilton	3,356	3961	3,659	3,852	4,163	4,008	0.913	(2,013)	(1,910)
Hancock	47	54	51	104	120	112	0.451	(5)	(2)
Hardeman	139	164	152	342	355	349	0.435	(8)	1
Hardin	257	282	270	429	484	457	0.590	(82)	(70)
Hawkins	387	406	397	828	984	906	0.438	(25)	(1)
Haywood	79	95	87	248	273	261	0.334	20	27
Henderson	183	181	182	406	412	409	0.445	(14)	(4)
Henry	267	248	258	518	535	527	0.489	(41)	(28)
Hickman	184	162	173	340	322	331	0.523	(37)	(29)
Houston	80	54	67	149	132	141	0.477	(9)	(6)
Humphreys	145	156	151	253	314	284	0.531	(34)	(27)
Jackson	66	62	64	185	164	175	0.367	8	12
Jefferson	522	526	524	705	830	768	0.683	(209)	(189)
Johnson	120	117	119	260	272	266	0.445	(9)	(2)
Knox	3,238	3262	3,250	4,696	5,073	4,885	0.665	(1,245)	(1,119)
Lake	39	29	34	108	131	120	0.285	15	18
Lauderdale	157	139	148	324	345	335	0.442	(11)	(2)
Lawrence	459	486	473	670	651	661	0.715	(201)	(184)

NOTE: In the Hospice Death definition infant mortality cannot simply be added to the other cause factors, as infant mortality constitutes any death of persons 365 days or younger, regardless of cause. Infant mortality is NOT a separate cause of death category, similar to suicide, homicide, or accidents. Some of the causes for infant death will include accidents and homicides. Therefore, there is some overlap between infant deaths and accidents and homicides. IF Vital Statistics rate sheets are used to calculate Hospice-defined deaths, then it should be noted that there may be a few infant deaths also counted in accidents and homicides. HOWEVER, since the number of deaths that fall under both infant death and homicide or accident are relatively small, the tables may still function to establish need (or lack thereof) for Hospice; though it is dependent on Licensure's discretion.

Hospice Death - all deaths minus all accidents, suicides, homicides and infant deaths where infants did not die of accidents or homicide in the same given time period (in this case, one calendar year)
 ~Per the Tennessee State Health Plan

2020-2021 Hospice Rates and Projected Need

County Name	Hospice Patients Served			Total Hospice Deaths*			Hospice Penetration Rate	Hospice Penetration Rate and Patient Need/(Surplus)	
	2020	2021	Mean	2020	2021	Mean	Mean Number of Patients/Mean Number of Deaths	(Median Rate)*80%	(Median Rate)*85%
								0.411	0.436
Lewis	91	105	98	183	203	193	0.508	(19)	(14)
Lincoln	256	285	271	491	520	506	0.535	(63)	(50)
Loudon	488	461	475	670	756	713	0.665	(182)	(163)
McMinn	524	67	296	767	873	820	0.360	41	62
McNairy	196	529	363	430	419	425	0.854	(188)	(177)
Macon	98	265	182	323	310	317	0.573	(52)	(43)
Madison	505	266	386	1,197	1,197	1,197	0.322	106	137
Marion	221	949	585	390	440	415	1.410	(415)	(404)
Marshall	236	552	394	407	429	418	0.943	(222)	(212)
Maury	868	157	513	990	1,104	1,047	0.489	(83)	(56)
Meigs	159	137	148	171	195	183	0.809	(73)	(68)
Monroe	349	331	340	664	749	707	0.481	(50)	(32)
Montgomery	798	663	731	1,507	1,705	1,606	0.455	(71)	(30)
Moore	34	29	32	73	89	81	0.389	2	4
Morgan	131	116	124	237	307	272	0.454	(12)	(5)
Obion	205	182	194	499	471	485	0.399	6	18
Overton	154	152	153	369	373	371	0.412	(1)	9
Perry	65	63	64	119	135	127	0.504	(12)	(9)
Pickett	29	21	25	83	71	77	0.325	7	9
Polk	183	167	175	260	321	291	0.602	(56)	(48)
Putnam	441	420	431	970	975	973	0.443	(31)	(6)
Rhea	351	364	358	471	523	497	0.719	(153)	(141)
Roane	504	427	466	795	842	819	0.569	(129)	(108)
Robertson	369	433	401	786	874	830	0.483	(60)	(39)
Rutherford	1,311	1355	1,333	2,319	2,582	2,451	0.544	(327)	(264)
Scott	107	140	124	262	357	310	0.399	4	12
Sequatchie	283	138	211	170	213	192	1.099	(132)	(127)
Sevier	613	744	679	1,170	1,327	1,249	0.543	(166)	(134)
Shelby	4,000	4419	4,210	9,207	9,618	9,413	0.447	(345)	(104)
Smith	115	91	103	240	254	247	0.417	(2)	5
Stewart	61	64	63	174	188	181	0.345	12	16
Sullivan	1,627	1749	1,688	2,321	2,517	2,419	0.698	(695)	(633)
Sumner	1,236	1207	1,222	1,834	2,100	1,967	0.621	(414)	(363)
Tipton	250	244	247	645	734	690	0.358	36	54
Trousdale	44	58	51	115	136	126	0.406	1	4
Unicoi	204	201	203	317	352	335	0.605	(65)	(57)
Union	133	139	136	267	319	293	0.464	(16)	(8)
Van Buren	49	48	49	84	137	111	0.439	(3)	(0)
Warren	323	318	321	538	569	554	0.579	(93)	(79)
Washington	1,149	1100	1,125	1,658	1,778	1,718	0.655	(419)	(375)
Wayne	120	137	129	219	248	234	0.550	(33)	(27)
Weakley	198	147	173	421	465	443	0.389	9	21
White	189	159	174	394	450	422	0.412	(1)	10
Williamson	1,186	1109	1,148	1,478	1,515	1,497	0.767	(533)	(495)
Wilson	773	786	780	1,338	1,409	1,374	0.568	(216)	(180)
Unknown	68	0	34						
Tennessee	44,011	45,022	44,517	75,666	81,575	78,621	0.566	(12,238)	(10,221)

NOTE: In the Hospice Death definition infant mortality cannot simply be added to the other cause factors, as infant mortality constitutes any death of persons 365 days or younger, regardless of cause. Infant mortality is NOT a separate cause of death category, similar to suicide, homicide, or accidents. Some of the causes for infant death will include accidents and homicides. Therefore, there is some overlap between infant deaths and accidents and homicides. IF Vital Statistics rate sheets are used to calculate Hospice-defined deaths, then it should be noted that there may be a few infant deaths also counted in accidents and homicides. HOWEVER, since the number of deaths that fall under both infant death and homicide or accident are relatively small, the tables may still function to establish need (or lack thereof) for Hospice; though it is dependent on Licensure's discretion.

Hospice Death - all deaths minus all accidents, suicides, homicides and infant deaths where infants did not die of accidents or homicide in the same given time period (in this case, one calendar year)

~Per the Tennessee State Health Plan

Source: Tennessee Department of Health, Division of Policy, Planning and Assessment, Office of Health Statistics. Death Statistical System, 2017-2021. Nashville, Tennessee. 2020-2021 JAR Hospice (not including Residential Hospice) data used for patient data.

2020-2021 Hospice Rates and Projected Need

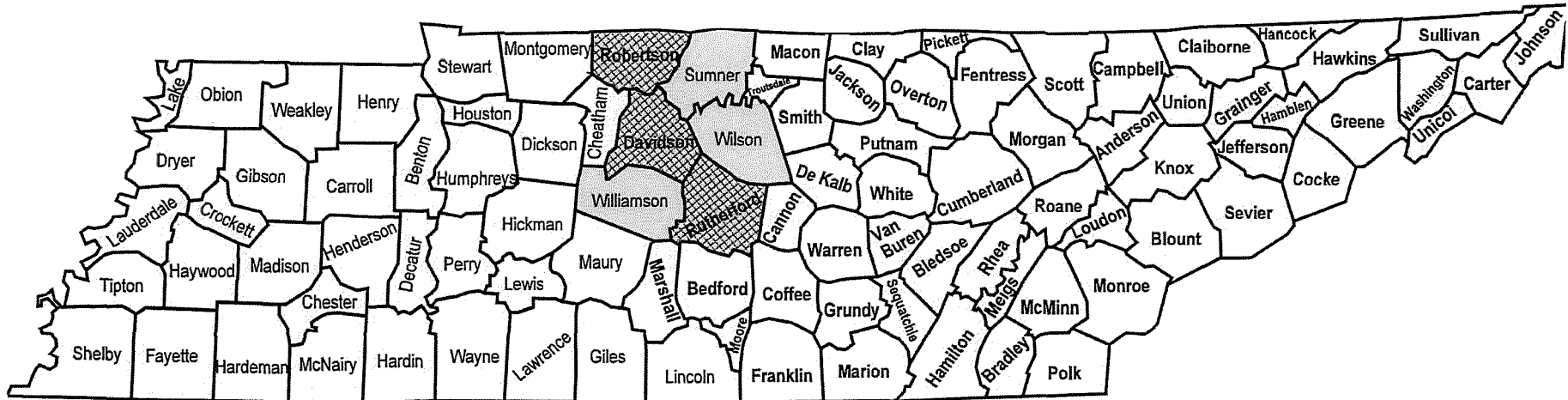
County Name	Hospice Patients Served			Total Hospice Deaths*			Hospice Penetration Rate	Hospice Penetration Rate and Patient Need/(Surplus)	
	2020	2021	Mean	2020	2021	Mean	Mean Number of Patients/Mean Number of Deaths	(Median Rate)*80%	(Median Rate)*85%
								0.411	0.436

*Certain deaths are excluded: Accidental (including motor vehicle accidents), homicide, suicide, and infant deaths. ICD-10 Codes excluded: V01-X60, X60-X84, X85-Y09, Y85-Y86, Y87.0-Y87.1

ATTACHMENT 2N

Tennessee County Map Showing Proposed Service Area

Tennessee County Map



■ Proposed New Service Area Counties to be Added

▨ Current Service Area Counties

ATTACHMENT 4N

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Black-owned hospice seeks to bring greater ease in dying to Black families

December 28, 2021 · 2:15 PM ET
Heard on All Things Considered
By Blake Farmer



3-Minute Listen

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Transcript



André Lee, administrator and co-founder of Heart and Soul Hospice, stands with Keisha Mason, director of nursing, in front of their office building last week in Nashville, Tenn.

Erica Calhoun for NPR

This time, it didn't take much persuading for Mary Murphy to embrace home hospice. When her mother was dying from Alzheimer's disease in 2020, she had been reluctant until she saw what a help it was. And so when her husband, Willie, neared the end of his life, she embraced hospice again.

The Murphys' house in a leafy Nashville neighborhood is their happy place — full of their treasures.

"He's good to me — buys me anything I want," she says, as she pulls a milky glass vase out of a floor-to-ceiling cabinet with mirrored shelves.

Willie bought Mary the display case to help her to show off all the trinkets she picks up at estate sales.

Down the hall, Willie lies in their bed, now unable to speak. His heart is giving out.

"You gonna wake up for a minute?" she asks as she cradles his head. She pats his back while he clears his throat. "Cough it out."

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Caregiving For A Loved One? How To Get The Help You Need

Mary has been the primary caregiver for her husband, but she gets help from a new hospice agency in Nashville that is focused on increasing the use of comfort care at the end of life by Black families. Heart and Soul Hospice is owned and operated by people who share the same cultural background as the patients they're trying to serve.

In their application to obtain a certificate of need in Tennessee, the hospice owners made it clear that they are Black and that they intend to serve everyone but will focus on African Americans, who are currently underserved. Tennessee data show that in Nashville, just 19% of the hospice patients are Black though they make up 27% of the population.

Though the area already had numerous hospice agencies, regulators granted the permission, based primarily on the value of educating an underserved group.





Hospice care helped Mary and Willie Murphy with a few baths a week, medication in the mail, and any medical equipment they needed. And there was the emotional support from a caring nurse.

Blake Farmer/WPLN

In Mary Murphy's first experience with hospice, her mother had suffered from dementia for decades, yet still when transitioning to hospice came up with her mother, Murphy had many concerns. She felt like she was giving up on her mom.

"My first thought was death," she says.

National data shows Black Medicare patients and their families are not making the move to comfort care as often as white patients are. Roughly 41% of Black Medicare beneficiaries who died in 2019 were enrolled in hospice, compared with white patients for whom the figure is 54%, according to data compiled annually by the National Hospice and Palliative Care Organization.



SHOTS - HEALTH NEWS

A Good Life And A Good Death: What Is Palliative Care?

Murphy's mother survived nearly three years on hospice. The benefit is meant for those in the last six months of life, but predicting when the end will come is difficult, especially with dementia. Hospice provides palliative care for the dying and support for caregivers for as long as the process lasts.

Murphy did most of the caregiving — which can be overwhelming — but hospice helped with a few baths a week, medication in the mail and any medical equipment they needed.

And most important to Murphy was the emotional support, which came mostly from her hospice nurse.

"Wasn't no doctor going to come here, hold my hand, stay here until the funeral home came for her," she says about the day her mother died.

This year, on the day after Thanksgiving, Willie Murphy died. And the same hospice nurse was at the Murphy home within minutes. She'd already stopped by that morning to check on him and returned as soon as Mary called and told her he wasn't breathing.

"If you don't feel like, 'Oh my God, thank God I have hospice,' if you can't say that, then we're doing something wrong," says Keisha Mason, who is Heart and Soul's director of nursing.

Mason, like Murphy, is Black and says that in her view, there's nothing fundamental keeping Black patients from using hospice except learning what the service can offer and that it's basically free to patients — paid for by Medicare, Medicaid and most private health plans.

"I say to them, 'If you see a bill, then call us, because you should not,' " she says.

As Mason has helped launch this new hospice agency, she's begun using new language, calling hospice more than a Medicare benefit. She describes it as an entitlement.

"Just as you are entitled to unemployment, as you are entitled to Social Security, you are entitled to a hospice benefit," she says.

The investors in Heart and Soul include David Turner, owner of CNS Hospice in Detroit, Nashville pastor the Rev. Sandy McClain, and André Lee, who is a former hospital administrator on the campus of Nashville's Meharry Medical College, a historically Black institution.

Lee and Turner also started a Black-focused hospice agency in Michigan and have plans to replicate the model in other states.

Lee says more families need to consider home hospice as an alternative for end-of-life care. Nursing homes are pricey. And even with Medicare, a hospital bill could be hefty.

"You'll go in there and they'll eat you alive," he says. "I hate to say [something] bad about hospitals, but it's true."

Hospice research hasn't come up with clear reasons why there's a gap between white and Black families' use of the benefit. Some speculate it's related to spiritual beliefs and widespread mistrust in the medical system due to decades of discrimination.

The hospice industry's national trade group, the NHCPO, released a diversity and inclusion toolkit and a guide for how to reach more Black patients this year. It recommends connecting with influential DJs and partnering with Black pastors. But also just hiring more Black nurses.

Lee says it's not overly complicated.

"A lot of hospices don't employ enough Black people," he says. "We all feel comfortable when you see someone over there that looks like you."

Well-established hospice agencies have been attempting to minimize any barriers with their own diversity initiatives. Michelle Drayton of Visiting Nurse Service of New York says her large agency has been meeting with ministers who counsel families dealing with failing health.

"Many of them did not fully understand what hospice was," she says. "They had many of the same sort of misperceptions."

Whether it's an upstart hospice company or one of the oldest in the country, everyone still has a lot of end-of-life educating to do to bridge the racial gap, Drayton says.

"We're not just handing out a brochure," she adds.

This story was produced in partnership between Kaiser Health News, NPR and Nashville Public Radio.

racial health disparities end-of-life care hospice



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Why Black-Owned Hospice Services Are Needed in the African American Community

By Roz Plater on January 17, 2022 — [Fact checked](#) by Maria Gifford



African American organizations are trying to get out the word to Black families about the benefits of hospice services. FG Trade/Getty Images

- **The African American community has historically been reluctant to use hospice services.**
- **Experts say mistrust of the medical profession and a lack of knowledge about hospice organizations are two of the reasons.**
- **Organizations are now reaching out to African American families through churches, barber shops, hair salons, and community groups to encourage them to use hospice services.**

"I was aware of it a little bit, but I associated them (hospice organizations)

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That's how Tyrone Bradley describes his thought process before he eventually got hospice care for his 95-year-old mother before she died in 2020.

"You just don't want to give up and be the one who makes that decision. There's a lot of guilt associated with being the one to make the decision," the Virginia architect told Healthline.

Bradley is African American, a demographic experts say is not embracing hospice or end-of-life care as often as their white counterparts.

According to the latest statistics from the National Hospice and Palliative Care Organization (NHPCO), nearly 54 percent of white Medicare patients used the Medicare hospice benefits versus roughly 41 percent of Black Medicare patients enrolled in hospice.

Judi Lund Person, MPH, CHC, the vice president for regulatory and compliance for NHPCO, has worked in hospice for 40 years. She says progress is being made, but the racial disparities go back decades.

"In the early days of hospice, it was considered a white person's benefit," Lund Person told Healthline. "One of the things that has changed is that hospices around the country are making sure that the patients we serve reflect the community."

But there continues to be some hesitancy in the Black community to embrace hospice care.

Why?

Experts interviewed by Healthline pointed to cultural differences, trust, and a lack of information about how hospice care can help.

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Why the reluctance?

Arion M. Lillard-Green, MHA, MTS, BCCC, BCPC, is an educator with the Hospice Foundation of America and spiritual counselor at the Goodwin House Palliative Care and Hospice in Falls Church, Virginia.

She says families often aren't given adequate information about a diagnosis or an outline of what they can expect.

"There may be a misunderstanding of the disease trajectory," Lillard-Green told Healthline. "Sometimes there is a lot of discomfort on behalf of providers on how to have difficult conversations."

She added that many people just want to hold onto hope, and if they sign up for hospice care, they feel like they've given up hope.

"When you start analyzing and going deeper into why there is such disparity, a lot of it starts with culture," said Ernesto Lopez, chief executive officer of Hospice of Washington County in Hagerstown, Maryland.

"A lot of cultures are more inclined to take care of their own at home," Lopez told Healthline. "They feel like that's their responsibility as an adult child to do that for their parents and grandparents."

Lopez says there is also the issue of trust.

"There's also a tremendous amount of distrust from the African American community toward healthcare and the government that's embedded in a lot of these communities," he said.

That lack of trust among African Americans in healthcare goes back decades to the Tuskegee study and the research around Henrietta Lacks

to name two of the most well known cases

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Black-owned hospices

Heart and Soul in Nashville, Tennessee, is one of possibly only a few Black-owned hospices around the country.

The organization opened a year ago to provide service to all races but specifically to target the underserved African American community.

Heart and Soul officials told Healthline they plan to open another site next in Louisville, Kentucky. They hope a Black-owned hospice can help ease some of the concerns of African American families.

Keisha Mason is the director of nursing at the Heart and Soul Nashville location.

“We don’t know how many others are doing what we are doing,” she told Healthline. “I hope we’re not the only ones, but I believe it’s just a few.”

Mason says her group has been reaching out to physicians who serve the Black community in Nashville to get the word out to families.

She adds they are also looking toward the future.

The organization has partnered with Meharry Medical College in Nashville, a historically Black institution. The partnership program helps train future physicians about what hospice is and what it can offer.

“Some of the fourth-year students are actually volunteering with us,” Mason said. “We send them out to sit with hospice patients and see that not everyone here is on their last breath. They get to see the improved quality of life those patients have.”

Mason says it’s a lesson the medical students will take with them as they go into practice. The hope is that they will help African American families plan for end-of-life care.

“When you can get them at the early stages of their training, it becomes

What's the fix?

The NHPCO has put together an Inclusion and Access Toolkit.

It suggests ways organizations can reach out to African American faith-based and community organizations to get the word out about the help hospice can offer families.

Multiple experts told Healthline that word of mouth from a trusted source makes a difference.

“In North Carolina where I used to live... one of the things some of the hospice organizations did that had a huge impact was to go to hair salons and barber shops,” said Lund Person. “They would talk to the hairdressers and barbers about good end-of-life care and suggest how they could bring it up with families while they were doing their hair.”

Lillard-Green says a big part of the plan involves working with and encouraging primary care physicians, oncologists, and nurses to be culturally sensitive to guide families toward making end-of-life care plans.

She says that's especially true since the COVID-19 pandemic. Church and community gatherings have been mostly on hold.

“We need to be more intentional about addressing their needs,” she said.

Bradley says his niece worked at a nursing home that got him more

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“I’m a big proponent of it now... I would advocate for it,” he said.

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|| DIVERSITY AND INCLUSION ||

Heart and Soul Hospice Works to Improve Utilization Among Underserved Populations

by Holly Vossel | January 7, 2022

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Diversity and inclusion efforts have been at the forefront as hospice providers increasingly work to bridge racial gaps in access and equity to end-of-life and serious illness care. Heart and Soul Hospice in Nashville, Tenn., is among the providers working to improve hospice utilization amid underserved populations, with representation of a diverse staff and leadership team an element driving access.

Demographic disparities in access to and quality of hospice and palliative care have been persistent problems in the field for decades, with providers working to better reach underserved groups.

The Medicare Hospice Benefit was largely under-utilized by populations of color across the country in 2018. The National Hospice and Palliative Care Organization (NHPCO) reported that 82% of hospice patients nationwide in 2018 were white that year, while African American, Hispanic, Asian and Native American groups made up the remaining nearly 20% of beneficiaries.

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Heart and Soul Hospice CEO David Turner, along with co-founders André Lee and Pastor Sandy McClain, saw a “clear and real need on the ground” to improve access and use of hospice in various communities across Tennessee, as well as nationwide.

“We don’t only serve Black people. That’s not what this is about,” said Turner. “This is about saying as an industry, ‘Let’s expand utilization.’ Rising the tide raises all ships, and so if we can do things in one community to get more people of any color to see that the hospice benefit is good and not a scary thing, then that benefits the hospice industry at large in any community.”

While movement in the hospice industry has made strides to better reach underserved populations, “there’s a long way to go still,” said Turner, who is also chief operating officer, administrator and owner of Detroit-based CNS Hospice. Historical impact and the current perceptions are not germane to any one area in the country, according to Turner.

Hospice utilization among Medicare decedents in the Volunteer State hit 43.7% in 2018, falling below the national average of 50.3% that year, according to NHPCO.

Heart and Soul Hospice is a home care hospice provider that serves the Nashville area’s of Davidson, Robertson and Rutherford counties. Around 19% of hospice patients in Nashville during 2019 were Black, while a little more than 70% were white, according to data from the Tennessee

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Department of Health. Larger gaps were seen between these groups in Robertson and Rutherford counties, the data indicated.

Nashville alone is becoming increasingly diverse, with African Americans representing more than a quarter, or 27.58%, of the overall population, according to a [report](#) from the World Population Review.

The hospice indicated in its [application](#) to obtain a certificate of need in Tennessee that it is a Black-owned organization aimed at increasing hospice utilization overall, with a focus on underserved minority populations such as African Americans. Hiring a diverse staff and having people of color at the leadership table of Heart and Soul Hospice was an important consideration in terms of representation, according to Turner, who stated that “the messenger is equally as important as the message” of hospice.

Much of the Nashville area contains “inner city pockets that are hugely untouched” by the reach of hospice and include large populations of various underserved groups such as Hispanic, Somali and Ethiopian populations, according to Keisha Mason, director of nursing of Heart and Soul Hospice.

“In this day and age, we’re still not getting it out to those populations that still need it, and they’re dying at the same rate as others,” said Mason. “We’re here to help them and walk them through this, because hospice is so foreign to them and that’s not been their hospice experience. Health disparities are happening from the womb to the tomb, and we need to change the way we talk about and look at hospice.”

Black and Hispanic populations are less likely to receive a hospice or palliative care referral than white patients according to recent [data](#) from the U.S. Agency for Healthcare Research and Quality.

Under-utilization is in part due to a lack of awareness and understanding about the scope and services included in hospice care — among patients and physicians alike, according to Mason. Expanding education and communication with patients and their families, clinicians and the community at large about hospice care is an important endeavor for providers, said Mason.

Building trust in and around underserved communities is another, according to Turner, who told Hospice News that gaining trust involves getting to know community members before they reach the need for end-of-life or serious illness care. Heart and Soul Hospice employs various trust-building strategies including establishing partnerships with community organizations, taking part in events at local schools and making connections with referring physicians and sources.

This all lends to “planting the seed” of awareness about hospice services, said Turner.

“There’s so much historical scar tissue, that we have to break it down one thing at a time — there’s no magic wand or secret in the sauce,” said Turner. “It’s more than just trying to get more people involved in your hospice program. It can’t just be about growing fences, it has to be about changing the culture of your organization, about who your leaders are and where you spend your time and marketing dollars. So many things go into this.”

Companies featured in this article:

[CNS Hospice](#), [Heart and Soul Hospice](#), [National Hospice and Palliative Care Organization](#), [World Population Review](#)



Holly Vossel

Holly Vossel is a word nerd and a hunter of facts with reporting roots sprouting in 2006. She is passionate about writing with an impactful purpose, and developed an interest in health care coverage in 2015. A layered onion of multifaceted traits, her personal interests include book reading, hiking, roller skating, camping and creative writing.



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ATTACHMENT 3C

Letter(s) of Support



5/17/2023

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

Dear Mr. Grant

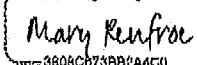
I am writing to you in full support of Heart and Soul Hospice being granted a certificate of need to provide services in Williamson, Wilson and Sumner counties.

I have had conversations with CER Mickey Cabe with Heart and Soul Hospice and I am in belief with a mission focused towards serving the minority population would bring much benefit to Williamson, Wilson and Sumner counties. In addition, having an additional Hospice provider I could trust for same day admits addressing end of life emergencies would be crucial when we are living in a time of nurse and CNA shortages across the board. I am impressed with Heart and Soul Hospice CEO Dave Turner's philosophy of assigning a Hospice nurse case manager a case load they can manage effectively resulting in nursing consistency for families and patients. This is very important in facilities such as ours.

In my capacity as a Director of Nursing at Claiborne and Hughes nursing and rehab center in Franklin Tn., I work with both patients and families of diverse backgrounds to include many families of color. I have had countless consultations about end-of-life options and believe bringing in a hospice provider with an understanding and sensitivity of both the cultural and spiritual needs of the population they serve will be of great benefit to our community.

I urge the commission to approve the application.

Respectfully yours,

DocuSigned by:

3808C073BB2A4C0...
Mary Renfro Director of Nursing



GASTROENTEROLOGY & HEPATOLOGY ASSOCIATES, PLLC

Randy Howard, MD
Scott Hande, MD
Kristin Gaffney, DO
Misti Martinez, MSN, AGPCNP-BC
Amanda Bratcher, FNP-C

Logan Grant
Executive Director/Tennessee HSDA
402 BNA Dr., Ste 305
Nashville, TN 37217-2507

RE: Heart & Soul Hospice

Dear Mr. Grant:

It is my pleasure to write this letter, in support of Heart and Soul Hospice. As a Gastroenterologist and Hepatologist, serving Sumner and Davidson Counties, I see the need for end-of-life care for both patients and their families.

I am impressed with the Heart & Soul platform and their ability to care for those in underserved populations. It is commendable that they are reaching out to those who are reluctant to use hospice care. I believe they will be able to build trust in the patients and families, as well as the community.

It is my hope that the commission will approve their application.

Sincerely,


Randy Howard, MD

107 Glen Oak Blvd #202 Hendersonville, TN 37075
Phone: 615-826-0710 Fax: 615-826-0910
www.GHATN.com

Logan Grant
Executive Director/ Tennessee HSDA
RE: Heart & Soul Hospice
402 BNA Dr, Ste 305
Nashville, TN 37217-2507

Dear Mr. Grant

I am pleased to provide this letter of support for Heart and Soul Hospice's application for an expanded hospice certificate of need to include Williamson, Wilson and Sumner Counties.

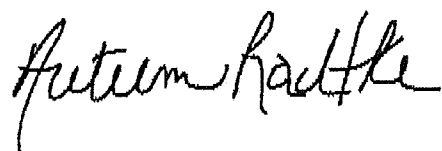
Our organization has had many common patients with the Heart and Soul's care team and we have been extremely pleased with the results. The feedback we have received from families is a clear indication that Heart and Soul is a provider that puts the needs of people ahead of profits.

At Touching Hearts we provide care to a mostly elderly population, it would be wonderful to be able to collaborate with Heart and Soul for families under our care that reside in the 3 counties that Heart and Soul plans to expand in.

It helps our agency meet the needs of the community by having a trusted, reliable and proven end of life specialist to work alongside when that is the best option for our clientele.

I urge the commission to approve the application.

Respectfully yours,



5/19/2023

Logan Grant Executive Director

Tennessee Health Facilities Commission

502 Deaderick Street, Andrew Jackson Building, 9th Floor.

Nashville, Tennessee 37243

Dear Mr. Grant

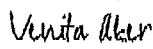
I am writing to you in full support of Heart and Soul Hospice being granted a certificate of need to provide services in Williamson, Wilson, and Sumner counties.

I have had conversations with CER Meredith Portwood with Heart and Soul Hospice, and I am in belief with a mission focused towards serving the minority population would bring much benefit to Williamson, Wilson, and Sumner counties. In addition, having an additional Hospice provider who could accept same day admits addressing end of life emergencies would be crucial when we are living in a time of nurse and CNA shortages across the board. I am also impressed with Heart and Soul Hospice CEO Dave Turner's philosophy of assigning a Hospice nurse case manager a case load they can manage effectively resulting in nursing consistency for families and patients. This is especially important for patients transitioning from Home Health to Hospice.

I collaborate with both patients and families of diverse backgrounds to include many families of color as well. I have had countless consultations about end-of-of life options and believe bringing in a hospice provider with an understanding and sensitivity of both the cultural and spiritual needs of the population they serve will be of great benefit to our community. I urge the commission to approve the application.

Respectfully yours,

DocuSigned by:



Venita Aker The Advanced Care Group



HELPING HEARTS

2013 C Scott Ave · Nashville, TN 37206 · (615) 645-3999

Logan Grant
Executive Director
Tennessee Health Services and Development Agency

To Mr. Grant,

We would like to express that Mr. David Turner has our full support as does his application for an expanded certificate of need, for Heart and Soul Hospice, offering care in Williamson, Wilson, and Sumner counties. We have a high number of families and caregivers in these counties.

Helping Hearts has worked side-by-side with Heart and Soul with everyone from the very wealthy to disadvantaged clients who get lost in the healthcare system. Regardless of societal standing, the high quality of care is always present. This is the level of quality desperately needed in these counties.

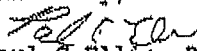
I personally have been setting families up with care for fourteen years now and I have never seen the level of commitment and attention offered anywhere as by those at Heart and Soul. They are a lighthouse in the storm for each client.

Something incredibly important to me has been the impact they have made in the African American community because of the long-held suspicions of hospice services in this community. Heart and Soul is making a major difference.

Helping Hearts provides caregiving services where people need them. We have met with the CEO, Dave Turner, of Heart and Soul several times and refer patients and families who need their TLC. The staff help our caregivers with care plans and they keep constant contact, especially in a rapidly changing situation, which almost always happens in the last days of one's life.

Feel free to call or email me personally if you want to know about specific services, quality, or employees at Heart and Soul. We wholeheartedly endorse them to you and online because we know what sets them apart intimately.

Sincerely,


Paul C. Ellis, Director & Family Liaison
pellis@hhceast.com
cell 615-249-4390 office 615-645-4390



*The L.R. Dampier Surgery Center
Loucinda R. Dampier, MD
General and Cosmetic Surgery*

*Leland R. Dampier, Jr.
President & Controller*

Mr. Logan Grant

Executive Director/ Tennessee HSDA

RE: Heart & Soul Hospice

402 BNA Dr, Ste 305

Nashville, TN 37217-2507

Dear Mr. Grant,

I am writing to you in full support of the above referenced applicant for a hospice certificate of need, Heart and Soul Hospice.

I have spoken with the project founder, David Turner, and am impressed with his knowledge and understanding of the hospice and palliative care philosophy, and more importantly the idea of specializing in care and support for patients and families of color,

In my capacity as a general surgeon I care for patients that reside in multiple counties that Heart and Soul plans to work in. I have had multiple patient and family interactions regarding end of life options and believe that bringing in a hospice provider with an understanding and sensitivity of both the cultural and spiritual needs of the population they serve will be of great benefit to our community.

I urge the commission to approve the application.

Wishing you peace, joy, and prosperity in the days ahead I am sincerely:

Loucinda R. Dampier M.D.

5/19/2023

Logan Grant Executive Director

Tennessee Health Facilities Commission

502 Deaderick Street, Andrew Jackson Building, 9th Floor.

Nashville, Tennessee 37243

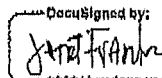
Dear Mr. Grant

I am writing to you in full support of Heart and Soul Hospice being granted a certificate of need to provide services in Williamson, Wilson and Sumner counties.

I have had conversations with CER Meredith Portwood with Heart and Soul Hospice, and I am in belief with a mission focused towards serving the minority population would bring much benefit to Williamson, Wilson and Sumner counties. In addition, having an additional Hospice provider who could accept same day admits addressing end of life emergencies would be crucial when we are living in a time of nurse and CNA shortages across the board. I am also impressed with Heart and Soul Hospice CEO Dave Turner's philosophy of assigning a Hospice nurse case manager a case load they can manage effectively resulting in nursing consistency for families and patients. This is very important for patients transitioning from Home Health to Hospice.

In my capacity as a Home Health Social Worker for Ascension, I work with both patients and families of diverse backgrounds to include many families of color as well. I have had countless consultations about end-of-life options and believe bringing in a hospice provider with an understanding and sensitivity of both the cultural and spiritual needs of the population they serve will be of great benefit to our community. I urge the commission to approve the application.

Respectfully yours,

DocuSigned by:


Janet Franks Social Worker

5/19/2023

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



Dear Mr. Grant

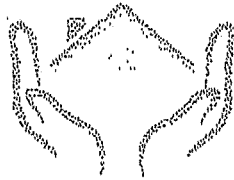
I am writing to you in full support of Heart and Soul Hospice being granted a certificate of need to provide services in Williamson, Wilson, and Sumner counties.

I have had conversations with CER Mickey Cabe with Heart and Soul Hospice, and I am in belief the culture Dave Turner CEO has created focusing on nurse retention, having an additional Hospice provider I could trust for same day, to include weekend admits addressing end of life emergencies, would be crucial when we are living in a time of nurse and CNA shortages across the board. I have experienced many times the challenges of a quick response to a Hospice discharge need, especially on weekends. I am impressed with Heart and Soul Hospice's philosophy of assigning a Hospice nurse case manager a case load they can manage effectively, resulting in nursing consistency for families and patients. These things can assure Williamson Medical Center a quick discharge needed same day and on weekends. Due to the growth in population in these counties, as well as the expansion and growth taking place currently here at Williamson Medical Center, the timing couldn't be better to have another trustworthy Hospice provider available for Hospice discharges.

I urge the commission to approve the application.

Respectfully yours,


WILLIAMSON
HEALTH

Daren Marshall, M.D.
ER Case Manager
Williamson Medical Center
4321 Carothers Parkway
Franklin, TN 37067



Assisted Living
Locators
Your local senior living advisor™

May 17, 2023

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

Dear Mr. Grant

Please include my full support for Heart 'n Soul Hospice being granted a certificate of need to provide hospice services in Williamson, Wilson, and Sumner counties. I own a company in the senior care industry in Middle Tennessee, so am constantly reminded of the need for additional resources for our aged population, in particular for low income and minority segments of our senior population. Hospice provides tremendous benefits to those approaching the end of their lives and their families, however, the service is unfortunately neither well-known nor well-understood, especially in lower-income and minority communities. Adding Heart 'n Soul to the group of hospice providers in Williamson, Wilson, and Sumner counties will do much to ease this problem.

Speaking with Mickey Cole and Meredith Portwood of Heart 'n Soul Hospice, one immediately recognizes their company's commitment to providing immediate assistance to those who are approaching the end of their lives, and to their families. Heart 'n Soul's focus on under-served populations is particularly important in this time of nursing and CNA shortages, which have an oversized impact on lower-income families in Middle Tennessee. The families of Williamson, Wilson, and Sumner counties need Heart 'n Soul Hospice's assistance, and need it quickly.

I fully support the approval of Heart 'n Soul's certificate of need, and recommend the commission approve the application as soon as possible. If you have any questions, please feel free to reach out to me at the contact information below.

Sincerely,

Col Tim Tuttle, USAFR, Retired
Owner/Certified Senior Advisor
Assisted Living Locators – Nashville
615-375-3553 | C: 443-370-9770
timt@assistedlivinglocators.com | www.assistedlivinglocatorsnashville.com

Dear Mr. Grant:

I am writing in support of Mr. David Turner and his application for an expanded certificate of need for Heart and Soul Hospice to offer care in Williamson, Sumner, and Wilson counties.

I am a case manager at Ascension St. Thomas and have had the opportunity to refer patients to Heart and Soul Hospice. Their communication, quick response time, and timely admission of patients are the reasons we like to refer to them. They are a trusted partner, and we would like to be able to refer more patients to them that reside in Williamson, Sumner, and Wilson counties.

We serve a very diverse group of patients, and we know this is a focus for Heart and Soul Hospice. We would hope it was an obvious decision to grant this hospice more counties.

We are pleased to offer support to this application.

Sincerely,

Brandy Eitel
Ascension case manager

Belvedere Commons of Franklin

303 S Royal Oaks Blvd., Franklin TN., 37064

5/15/2023

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

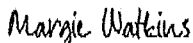
Dear Mr. Grant,

I am writing in support of Heart and Soul Hospice and their application for an expanded certificate to offer care in Williamson, Wilson, and Sumner counties.

While serving as Director of Nursing in a Davidson County ALF, I had the opportunity to refer end of life residents to Heart and Soul Hospice. In a time of nursing challenges and shortages, Heart and Soul Hospice was able to provide same day services to those patients in a crisis. In addition, were also able to provide consistent nursing and aide staff, bringing enhanced family and facility satisfaction. While I am the current Executive Director of Belvedere Commons in Franklin TN., Williamson County, I believe for these reasons bringing their services into these counties is much needed. Should our residents not have a choice for a Hospice Provider, I would recommend Heart and Soul Hospice based on firsthand experience with them.

I am pleased to offer support to this application and pledge to do all we can to guarantee its success.

Warmly,

DocuSigned by:

DFF23D5CFBA74FE...
Margie Watkins RN

Executive Director Belvedere Commons of Franklin

Logan Grant

Executive Director/ Tennessee HSDA

RE: Heart & Soul Hospice

402 BNA Dr, Ste 305

Nashville, TN 37217-2507

Dear Mr. Grant

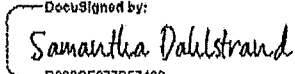
I am pleased to provide this letter of support for Heart and Soul Hospice's application for an expanded hospice certificate of need to include Williamson, Wilson and Sumner Counties.

Our organization has had many common patients with the Heart and Soul's care team and we have been extremely pleased with the results. The feedback we have received from families is a clear indication Heart and Soul Hospice provides loving and compassionate care to not only the patients they serve, but to the entire Family as well.

At Caring Hearts, we provide care to mostly an elderly population. We would collaborate with Heart and Soul Heart Hospice for families under our care residing in these 3 counties to assure they are educated and receiving the appropriate care meeting their needs resulting in a reduction of Hospital admissions.

I urge the commission to approve the application.

Respectfully yours,

DocuSigned by:

D682CF677B57409...
Samantha Dahlstrand

Chief Operating Officer, Helping Hearts

May 24, 2023

Logan Grant
Executive Director/ Tennessee HSDA
RE: Heart & Soul Hospice
402 BNA Dr, Ste 305
Nashville, TN 37217-2507

Dear Mr. Grant:

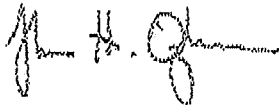
I am pleased to provide this letter of support for Heart N Soul Hospice's application for an expanded hospice certificate of need to include Williamson, Wilson and Sumner Counties.

Our organization recognizes the disparities in delivery and acceptance of health care in our community and always looks for solutions to help "level the playing field".

It helps us meet the needs of the families we serve by having trusted, reliable and proven end of life specialists to work alongside when hospice care is the best option.

We urge the commission to approve the application.

Respectfully yours,



Thomas H. Ozburn, DSc., FACHE



IRIS
MEDICAL GROUP

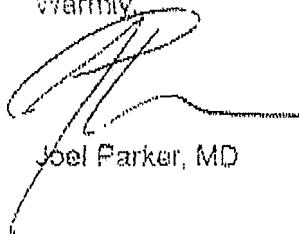
May 30th, 2023

Iris Medical Group
9019 Overlook Blvd
Suite C1-B
Brentwood, TN 37027
P: (615) 274-9767
jparker@irismedicalgroup.com

Dear Mr. Grant:

I am writing in support of Mr. David Turner and his application for an expanded certificate of need for Heart-N-Soul Hospice to offer care in Williamson, Wilson, and Sumner counties. My company, Iris Medical Group, provides in-home healthcare and have had the opportunity to not only meet Heart-N-Soul Hospice's CEO Dave Turner, but also refer several patients to them. Their communication, timely response including same day, and compassionate care provided by consistent nurses and aides are just a few of the reasons they have become a Hospice company we trust for our patients and families. As a result of these reasons, it is our pleasure to appeal to the committee to grant the current application for Heart-N-Soul Hospice in the counties mentioned. In addition, our practice serves a diverse patient base in the proposed expanded service areas, as well. It seems to me an obvious decision to grant certification to Heart-N-Soul Hospice due to their mission serving the underserved patient population. We are pleased to offer support to this application and pledge to do all we can to guarantee its success.

Warmly,



Joel Parker, MD



5/23/2023

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

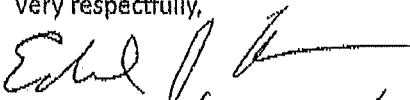
Dear Mr. Grant

I am writing to you in full support of Heart and Soul Hospice being granted a certificate of need to provide services in Williamson, Wilson, and Sumner counties. I have had the opportunity to partner with Heart and Soul Hospice here at AHC Cumberland on a few patients and I am in belief with a mission focused towards serving the minority population would bring much benefit to the nursing homes in Williamson, Wilson, and Sumner counties.

In addition, while we are living in times of nursing and CNA shortages, trusting I can call a Hospice company to provide same day services to include an emergency admit has been challenging. I have yet to experience this with Heart N Soul Hospice as they have responded same day to all our residents and Family's needs. They treat our needs with a sense of urgency and when a Family doesn't have a preference in companies, I recommend Heart N Soul knowing they will receive compassionate, consistent, and prompt care.

In my capacity as the Administrator at AHC Cumberland nursing and rehab center, I work with both patients and families of diverse backgrounds to include many families of color. I have had countless consultations about end-of-life options and believe bringing in a hospice provider with an understanding and sensitivity of both the cultural and spiritual needs of the population they serve will be of great benefit to the Wilson, Williamson, and Sumner counties as they have ours. I urge the commission to approve the application.

Very respectfully,


EDWARD HEARNS ADMINISTRATOR



May 23, 2023

NP Housecalls

83 Altentann

Nashville, TN, 37215

To Whom It May Concern:

I am writing in support of Mr. David Turner and his application for an expanded certificate of need for Heart and Soul Hospice to offer care in Sumner, Wilson, and Williamson counties.

We have met with Mr. Turner and discussed using his company for hospice services regarding our patients in these areas. It would be a great benefit to have another choice of hospice practices for our patients.

Our practice offers primary care provider services in the privacy of the patient's home. This includes all services provided by primary care including labs, x-rays, ultrasound to name a few.

There are times in a patient's care hospice is needed and would be an asset to us to have another choice in these areas.

Thank you for your time and attention. If you have any questions, please feel free to contact me directly at 615-440-6079.

Regards,

A handwritten signature in black ink that reads 'Christie Wheeley'. The signature is written in a cursive style with a large, looping 'y' at the end.

Christie Wheeley

Community Liaison

Melvin Lightford, MD Carolyn Lightford, MD Terrance Cralon, MD LaToya Hopkins, FNP-C

Metro Center
HealthCare Group



Logan Grant

Executive Director

Tennessee Health Services and Development Agency

Dear Mr. Grant,

I am writing (again) in support of Mr. David Turner and his application for an expanded certificate of need for Heart and Soul Hospice to offer care in Williamson, Wilson and Sumner counties.

It was my pleasure to provide a letter of support for Heart and Souls original application, back in 2020. Since then, we have had the opportunity to refer several patients to them and the communication, timely response time and most importantly excellent care our patients received, make it our pleasure to appeal to the committee to grant the current application for Heart and Soul to reach a wider area.

Our practice serves a very diverse patient base, but several of our patients are African American, elderly and reside in the proposed expanded service area. It seems to me an obvious decision to grant certification to Heart and Soul.

We are pleased to offer support to this application and pledge to do all we can to guarantee its success

Warmly,

Melvin W. Lightford, M.D.



Shorter Chapel AME Church

150



David Turner
Heart & Soul Hospice
402 BNA Dr., Ste 305
Nashville, TN 37217-2507

Dear Mr. Turner

What a wonderful blessing to our Community that your group has decided to apply for hospice licensure. I have known Pastor McClain for several years and I understand that you share his passion, dedication and drive to do God's work.

Quite often I am approached by church members that are caring for a sick loved one, and they are doing so without the support of hospice. It would be wonderful to have a trusted company to refer them to.

I also understand that your agency will be doing an aggressive job outreach in hopes of hiring several folks upon successful certification. We look forward to supporting Heart and Soul Hospice.

Don't hesitate to call on me if I can be of additional assistance.

Continued Blessings,

225 Natchez Street Franklin, Tennessee 37064 Telephone (615) 790-9801 shorterchapel@franklin.amech.com

Reverend Kenneth H. Hill, Ph.D., Pastor

ATTACHMENT 5C

Copy of CHAP Accreditation Certificate

UNNUMBERED ATTACHMENT

Copy of Filing Fee Submission

Kim H. Looney
kim.looney@klgates.com

T +1 615 780 6727

June 7, 2023

State of Tennessee
Health Facilities Commission
Attn: Lowavia Eden-Hoback
502 Deaderick Street
Nashville, TN 37243

Re: Heart and Soul Hospice, LLC - Certificate of Need Application Filing Fee

Dear Ms. Eden-Hoback:

Please accept this Certificate of Need application filing fee on behalf of Heart and Soul Hospice, LLC. If you have any questions or need additional information, please do not hesitate to contact me by e-mail at Kim.Looney@klgates.com or by phone at 615.780.6727.

Thank you in advance for your time and attention to this matter.

Sincerely,



Kim H. Looney
KHL/bb

Enclosure

June 29, 2023

Mr. Thomas Pitt
Health Planner
Health Facilities Commission
Andrew Jackson State Office Building, 9th Floor
502 Deaderick Street, Nashville, TN 37243

RE: Certificate of Need Application CN2306-016
Heart and Soul Hospice, LLC

Dear Mr. Pitt:

Attached please find responses to your June 21, 2023 request for additional information regarding Heart and Soul Hospice, LLC's application for a Certificate of Need for the expansion and initiation of the provision of hospice services in the following counties: Sumner, Williamson, and Wilson.

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

The second amendment to the attached lease document (Attachment 9A) does not include the effective date or a signature by the landlord. Please revise and resubmit Attachment 9A (labeled as Page 9AR).

Response: Please see lease document attached, labeled as Attachment 9AR. Although the document does not specifically reference the effective date of the lease, it is clear from the lease amendment itself that the term for the amendment is from November 1, 2022, and expires October 31, 2023, in accordance with Section 2 and that the corresponding rent for this time period is show in Section 3. Included in Attachment 9AR is the executed second amendment to the lease.

2. Item 1E., Overview

What setting(s) will hospice services be offered to patients? Please complete the following table:

Location of Care	Yes	No	% of Patients
Home	X		40%

Assisted Living Facility	X		40%
Nursing Facility	X		10%
Skilled Nursing Facility	X		10%
Inpatient Hospital Facility		X	
Other		X	

Please complete the following table identifying the types of hospice care services to be offered:

Hospice Levels of Care	Yes	No
Routine Home Care	X	
General Inpatient Care	X	
Continuous Home Care	X	
Respite Care	X	

Please include either State ID numbers or license numbers for the providers listed in Attachment 1E. and resubmit (labeled as Attachment 1ER.)

Response: Please see Attachment 1ER for a list of the providers that includes the requested numbers.

3. Item 4E., Project Cost Chart

The calculations presented in the project cost chart appear to be incorrect. Please revise and resubmit Page 9 (labeled as Page 9R.)

Response: The project cost chart included a typographical error. A revised project cost chart is included as Page 9R.

4. Item 2N., Service Area

Please utilize the same unit of measure, (patients and/or patient days) for the historical utilization and projected utilization tables from Page 11.

Please include the projected utilization for the hospice agency as a whole including the existing counties being served in the projected utilization table.

Please include Please revise and resubmit Page 11 (labeled as Page 11R).

Response: Please see revised tables included as Page 11R.

5. Item 3N., Demographics

Please include discussion related to the target population demographics for the project in response to Item 3N., specifically regarding the data provided in response to Attachment 1N – Criterion #17.

Response: The data provided in response to Criterion #17 includes the hospice penetration rate, the annual deaths per Tennessee County, the patients served by service area hospice agencies for the proposed counties, population by service area county for the proposed counties, and the patients served by the current service area hospice agencies.

This data shows that Williamson County has the highest penetration rate of the proposed service area counties at .69, compared to the state's penetration rate of .566. The annual death rate for Sumner County is the highest at 11.6/1,000 population and Williamson County has the lowest at 6.6/1,000 population, both of which are lower than the state penetration rate of 13.1/1,000 population.

The percentage of black patients is largest in Davidson county and smallest in Robertson County, while the percentage of black patients in the existing service area overall is 11.1%. When the patients served in the existing service area are compared, only 3 counties serve a higher rate of black patients than the percentage served in the service area overall, and Heart and Soul Hospice served the largest percentage of black patients at 28.1% - or 153% greater than the percentage of black patients served in the service area.

6. Item 5N., Service Area Historical Utilization

There appear to be an errors in the following tables in response to Item 5N:

- Page 14: "Hospice Utilization for Providers Licensed to Serve Proposed Service Area" - 2020 Patients for Alive Hospice. Please revise and resubmit Page 14 (labeled as Page 14R).

Response: After discussion with Mr. Pitts, this is not applicable.

- Pages 17 & 18: "Financial Data for Providers Licensed to Serve Proposed Service Area (2020 and 2021). Please revise and resubmit Pages 17 & 18 (labeled as Pages 17R and 18R).

Response: Pages 17 and 18 have been corrected and included with these responses as Pages 17R and 18R.

- Page 19: “TennCare Patients Served by Hospice Agencies in Proposed Service Area Counties” – TennCare Patients Served for Highpoint Hospice. Please revise and resubmit Page 19 (labeled as Page 19R).

Response: After discussion with Mr. Pitts, this is not applicable.

7. Item 6N., Applicant’s Historical and Projected Utilization

Please complete the following table for Year 1- Year 2 projections:

Hospice Levels of Care	Patients Year 1	Patient Days Year 1	Patients Year 2	Patient Days Year 2	Total Patients Year 1- Year 2	Total Patient Days Year 1- Year 2	% Change Patients Year 1- Year 2	% Change Patient Days Year 1- Year 2
Routine Home Care	213	14,526	337	22,936	550	37,462	58.2%	63.3%
General Inpatient Care	2	165	4	260	6	425	100.0%	57.6%
Continuous Home Care	27	1,814	42	2,865	69	4,679	55.6%	57.9%
Respite Care	27	1,814	42	2,865	69	4,679	55.6%	57.9%
Total	269	18,319	425	28,926	694	47,245	58.0%	57.9%

Please confirm whether the applicant's projection include palliative care patients?

Response: The applicant’s projection does not include palliative care patients.

8. Item 3C., Effects of Competition and/or Duplication

Please discuss whether the applicant is proposing any programming that differs from or is unique compared to existing hospice providers in the service area.

Response: The programming and services provided are uniform across all hospice providers because that is determined by Medicare. What the applicant does that is different from other area providers is focus on serving a minority patient population. These efforts are described in more detail in response to Question 18 of these supplemental responses.

Please confirm the data used in the applicant’s comparison of charges to other area providers in 2022 and update the response to Item 3C as necessary.

Response: The data used is from the 2022 Joint Annual Reports. A revised page 22 is included as Page 22R.

9. Item 4C., Availability of Human Resources

Please discuss the applicant’s increase in staffed positions since the 2022 JAR

which included 3.0 FTE full time staff, 3.5 FTE part-time staff, and 0.5 FTE part time contracted staff positions.

Response: The Joint Annual Report filed for 2022 was for the fiscal year ended June 30, 2022, and counted the staff employed at that particular point in time. The applicant increases staff as needed to meet the needs of its particular patient population. As the number of patients it serves has increased, the staffing has also increased. The applicant also has a number of prn and/or part-time clinical staff, who are called upon to be full time as needed.

10. Item 6C., Historical and Projected Data Charts

Please explain the absence of Contractual Adjustments, Charity Care and Bad Debt in the Historical and Projected Data Charts. Please revise both charts if appropriate.

Response: The Historical and Projected Data Charts have been revised and a new page 23 is included with these responses as Page 23R.

11. Item 7C., Project Charges

The Project Charge-chart should include historical charges for the applicant. The chart does not match the Projected and Historical Data Charts. Please revise and resubmit the Project Charges chart on Page 24 (labeled as Page 24R).

Response: The Project Charges Chart has been revised and a new page 24 is included with these responses as Page 24R.

12. Item 9C., Proposed Charges

The applicant's Net Charge/Patient Day table appears to include incorrect data in the 2022 Patient Days and Net Charge (Net Revenue/Patient Days) columns on Page 25 of the application. This results in errors related to the net charge comparison with other service area providers in other sections of the application on Pages 8, 22, 24, and Attachment 1N - Criterion #3. Please revise and resubmit Pages 8, 22, 24, 25 and Attachment 1N - Criterion #3 (labeled as Pages 8R, 22R, 24R, 25R and Attachment 1NR - Criterion #3).

Response: Corrections have been made. Please see revised Pages 8R, 22R, 24R, 25R and Attachment 1NR - Criterion #3.

13. Item 10C., Payor Mix Chart

Please discuss why revenue is listed under the Self-Pay or Other categories? It appears that the applicant reported revenue (2.5%) from Self-Pay patients in the 2022 JAR.

Response: Those categories were left out in error. Please see revised Payor Mix chart on Page 26R included with these supplemental responses.

Does the applicant plan to accept any other payor sources such Commercial, TriCare, Champus, etc.? If not, please discuss the reasoning.

Response: The applicant is happy to accept any payor sources, and has not refused any payors to date.

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

14. Item 1N., Project Specific Criteria (Hospice)

Please add page numbers to Attachment 1N. Please revise and resubmit Attachment 1N (labeled as Attachment 1NR).

Response: Attachment 1N has been revised and is included as Attachment 1NR. To the extent the following questions include revisions to Attachment 1N, these revisions are included in Attachment 1NR.

15. Item 1N., Project Specific Criteria (Hospice), Item #1 Adequate Staffing

Please discuss the applicant's increase in staffed positions since the 2022 JAR included 3.0 FTE full time staff, 3.5 FTE part-time staff, and 0.5 FTE part time contracted staff positions. What position types have been increased and when were they added?

Response: As included in response to question 9 above, the applicant increases staff as needed to meet the needs of its particular patient population. As the number of patients it serves has increased, the staffing has also increased. The applicant also has a number of PRN and/or part-time clinical staff, who are called upon to be full time as needed. In early 2023, the patient volume grew from an ADC of 20 to an ADC of more than 40. The increase has been primarily in direct patient care positions, RNs and CNA's.

It is noted that the applicant did not receive Medicaid approval until early 2023. Please discuss the reasons behind the delay in approval. Please also discuss the

projected increase in TennCare/Medicaid patients that the applicant has experienced since obtaining approval.

Response: Although the applicant received a TennCare number and was CHAP accredited in June 2021, the TennCare benefit for hospice is provided through managed care plans and at that time, none of the TennCare MCOs were accepting new provider applications or allowing new providers to be a part of their approved panel of providers. It was not until January 2023 that the applicant was able to participate as part of a TennCare MCO. Since January 2023, the applicant has served 7 Medicaid patients. It anticipates serving 40 patients for the entire service area in the first full year of operation.

16. Item 1N., Project Specific Criteria (Hospice), Item #3 Proposed Charges

Please list the benefit level charges of the applicant and compare them the existing service area hospice providers.

Response: Please see the benefit level charges of the applicant compared to those of existing service area hospice providers included in Attachment 1NR - Criterion #3.

Please confirm the data used in the applicant's comparison of charges to other area providers in 2022 and update the response to Criterion #3 as necessary.

Response: The 2022 Joint Annual Reports are the data source. An updated response is included in Attachment 1NR - Criterion #3.

17. Item 1N., Project Specific Criteria, County Need Standard (Hospice), Item #5 Indigent Care

Does the applicant maintain a policy related to the provision of Charity Care?

Response: The applicant maintains a Charity Care Policy, a copy of which is included as Attachment 1NR - Charity Care Policy to the supplemental responses.

Has the applicant received any referrals for patients who have exhausted hospice benefits through another provider, or did not have a payor source available?

Response: Although it is rare for there to be patients receiving hospice benefits for which there is no payor source, as Medicare is generally the payor source, the applicant has received a couple of referrals where the patient did not have a payor source available. If the patient is Medicare eligible, as long as he/she is medically

appropriate for hospice care, Medicare will provide coverage. The applicant's social workers work with the patient to try to obtain coverage, but that is one reason the applicant started its Foundation - to assist it in providing care for patients even when there is no payor source.

18. Item 1N., Project Specific Criteria, County Need Standard (Hospice), Item #8 Education

Which facilities has the applicant provided training and information to educate physicians to and which facilities/providers does it intend to extend outreach to through this project?

Response: The applicant provides training and information to educate providers and the community in a variety of ways, and employs two full-time community education representatives to assist it in those efforts. Education is generally provided in person. A couple of assisted living/nursing home providers for which it has provided education include Brookdale and Cumberland AHC. In addition to physicians like Dr. Langford and those at Hadley Park Towers Clinic, the applicant has partnered with institutions like Meharry and TSU. Students at Meharry Medical School and TSU participate in a volunteer hospice program. These students primarily spend time with the family and provide needed companionship, while at the same time they are able to have a first-hand view of end of life and the care provided, which benefits the patients, their family members and the students. Additionally, the applicant focuses its efforts on working with those who the African American community sees as leaders, who can assist patients in understanding the benefits of hospice. It sponsors a weekly radio show, hosts a pastor's roundtable, and has worked with several churches, including Mt. Calvary Baptist Church - Madison and Clark Memorial United Methodist Church.

19. Item 1N., Project Specific Criteria, County Need Standard (Hospice), Item #17 Need Formula

Please provide data specific to the most current available need formula data 2020-2021 in response to this item. Please revise and resubmit all relevant pages.

Response: Please see revised pages in response to supplemental question 19 included as Pages 14R-17R of Attachment 1NR.

Please explain why 2020 JAR data was utilized in response to Criterion #17 when 2022 JAR data is available?

Mr. Thomas Pitt
June 29, 2023
Page 9

Response: When originally compiling the application, the most recent death statistics available from the Department of Health were from 2020. Accordingly, for comparison purposes as it relates to the need formula, the 2020 JAR data was utilized in response to Criterion #17. That said, the Department of Health has now released death statistics to 2021. The need formula has been updated to reflect 2020-2021 data. Further, the remaining data tables have been updated to reflect 2022 data.

Additional letters of support are included in Attachment - Additional Letters of Support.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim H. Looney", with a long, sweeping flourish extending to the right.

Kim Harvey Looney

Enclosure

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Davidson

NAME OF FACILITY: Heart and Soul Hospice, LLC

I, Kim Harvey Looney, 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.

Kim H. Looney
Signature/Title

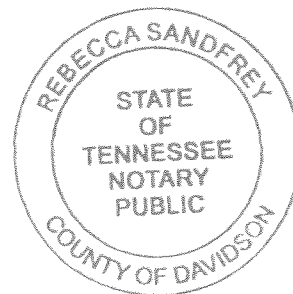
Sworn to and subscribed before me, a Notary Public, this the 29th day of June, 2023, witness my hand at office in the County of Davidson, State of Tennessee.

Rebecca Sandfrey
NOTARY PUBLIC

My commission expires May 5, 2025.

HF-0043

Revised 7/02



Item 9A., Legal Interest in the Site

Attachment 9AR

DEED OF LEASE

CCP PROPERTY OWNER NASHVILLE I, LLC
Landlord

AND

HEART AND SOUL HOSPICE, LLC
Tenant

AT

BNA Corporate Center
Building 100
402 BNA Drive
Nashville, TN 37217

FULL SERVICE OFFICE LEASE

108849654v2

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DEED OF LEASE

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THIS DEED OF LEASE ("Lease") is made by and between CCP PROPERTY OWNER NASHVILLE I, LLC, a Delaware limited liability company ("Landlord") and HEART AND SOUL HOSPICE, LLC, a limited liability company organized under the laws of Tennessee ("Tenant"), and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

1. Basic Lease Terms and Definitions

- (a) Premises: 966 rentable square feet located on the third (3rd) floor of the Building, as shown on the location plan attached hereto as Exhibit A as a part hereof, designated as Suite Number 305.
- (b) Building: BNA Corporate Center containing 232,430 rentable square feet
- (c) Address: 402 BNA Drive, Suite 305, Nashville, Tennessee 37217
- (d) Term: Twenty-four (24) full calendar months (plus any partial month from the Commencement Date until the first day of the next full calendar month during the Term).
- (e) Commencement Date: Upon the earlier of (i) the date Tenant takes possession of the Premises or (ii) September 1, 2020.
- (f) Expiration Date: The last day of the Term.
- (g) Minimum Annual Rent: Payable in monthly installments as follows:

LEASE YEAR	MONTHLY INSTALLMENTS	ANNUALIZED
Months 1 - 12	\$1,851.50	\$22,218.00
Months 13 - 24	\$1,907.05	\$22,884.60

* plus, for any partial month from the Commencement Date until the first day of the next full calendar month, a prorated monthly installment of Minimum Annual Rent for such period based on the number of days in such partial month and the amount of the monthly installment specified in the chart above.

- (h) Annual Operating Expenses: Tenant shall pay its prorata share of Operating Expenses in excess of the Base Year as provided in Section 6 of this Lease.
- (i) Tenant's Share: 0.416% (also see Definitions)
- (j) Use: General office.
- (k) Security Deposit: \$1,851.50
- (l) Addresses For Notices:

<u>Landlord:</u>	<u>Tenant:</u>
<u>For Notices:</u>	<u>Before the Commencement Date:</u>
c/o Continental Asset Management Group, LLC Parkway 4 2697 International Parkway, Suite 260 Virginia Beach, VA 23452 Attn: Jeremy McLendon Attn: Darlene Crick	Heart and Soul Hospice LLC 2921 Cherrybark Court Hermitage, TN 37067
	<u>On or after the Commencement Date:</u>
With a copy to: Commonwealth Commercial Partners, LLC 4198 Cox Road, Suite 200 Glen Allen, Virginia 23060	At the Premises
<u>For Payment of Rent</u>	

108849664v2

CCP Property Owner Nashville I, LLC PO BOX 603226 Charlotte, North Carolina 28260-3226	
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- (m) Guarantor: None
- (n) Additional Defined Terms: See Rider 1 for the definitions of other capitalized terms.
- (o) Contents: The following are attached to and made a part of this Lease:

Rider 1 – Additional Definitions	Exhibits:	A – Plan showing Premises
		B – Building Rules
		C – Estoppel Certificate Form
		D – Cleaning Schedule

2. Premises

Subject to the terms of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises, together with the right in common with others to use the Common Areas. Tenant accepts the Premises, Building and Common Areas "AS IS", without relying on any representation, covenant or warranty by Landlord. Landlord and Tenant (a) acknowledge that all square foot measurements are approximate and (b) stipulate and agree to the rentable square footage set forth in Section 1 (a) above for all purposes with respect to this Lease.

3. Use

Tenant shall occupy and use the Premises only for the Use specified in Section 1 above. Tenant shall not permit any conduct or condition which may endanger, disturb or otherwise interfere with any other Building occupant's normal operations or with the management of the Building. Tenant may use all Common Areas only for their intended purposes. Landlord shall have exclusive control of all Common Areas at all times.

4. Term; Possession

(a) The Term of this Lease shall commence on the Commencement Date and shall end on the Expiration Date, unless sooner terminated in accordance with this Lease. If Landlord is delayed in delivering possession of all or any portion of the Premises to Tenant as of the Commencement Date, Tenant will take possession on the date Landlord delivers possession, which date will then become the Commencement Date (and the Expiration Date will be extended so that the number of full calendar months during the Term remains unaffected by such delay). Landlord shall not be liable for any loss or damage to Tenant resulting from any delay in delivering possession due to the holdover of any existing tenant or other circumstances outside of Landlord's reasonable control.

(b) In the event that, despite commercially reasonable efforts, Tenant fails to obtain final approval from the State of Tennessee Health Services and Development Agency beyond all applicable appeal periods (the "Certificate of Need"), Tenant may terminate this Lease upon delivery of (i) written notice to Landlord and (ii) payment of a reimbursement to Landlord in the amount of the legal fees incurred by Landlord for the preparation of this Lease.

5. Rent; Taxes

Tenant agrees to pay to Landlord, without demand, deduction, setoff, counterclaim or offset, Minimum Annual Rent and Annual Operating Expenses for the Term. Tenant shall pay the Monthly Rent, in advance, on the first day of each calendar month during the Term, at Landlord's address designated in Section 1 above, unless Landlord designates otherwise; provided that Monthly Rent for the first full month for which Monthly Rent is owed shall be paid at the signing of this Lease. If the Commencement Date is not the first day of the month, the Monthly Rent for that partial month shall be apportioned on a per diem basis and shall be paid on or before the Commencement Date. Tenant shall pay Landlord a service and handling charge equal to 5% of any Rent not paid within 5 days after the date due. In addition, any Rent, including such charge, not paid

within 5 days after the due date will bear interest at the Interest Rate from the date due to the date paid. Tenant shall pay before delinquent all taxes levied or assessed upon, measured by, or arising from: (a) the conduct of Tenant's business; (b) Tenant's leasehold estate; or (c) Tenant's property. Additionally, Tenant shall pay to Landlord all sales, use, transaction privilege, or other excise tax that may at any time be levied or imposed upon, or measured by, any amount payable by Tenant under this Lease.

6. Operating Expenses

Tenant shall have no obligation for payment of Annual Operating Expenses during calendar year 2020. For each calendar year of the Term after 2020 (the "Base Year"), Tenant shall pay Tenant's Share (as specified in Section 1(i) above) of Annual Operating Expenses in excess of the Operating Expenses incurred by Landlord during the Base Year. Landlord shall advise Tenant of Tenant's Share of the estimated Operating Expenses in excess of the Base Year for each calendar year of the Term after the Base Year. The Annual Operating Expenses for the Base Year shall not include market-wide labor-rate increases due to extraordinary circumstances, including, boycotts and strikes; losses due to insurance deductibles; utility rate increases due to extraordinary circumstances including conservation surcharges, new and increased fuel surcharges, boycotts, embargoes or other shortages; amortized costs relating to capital improvements; expenses to the extent of discontinued services; and other extraordinary expenses. Landlord may adjust such amount from time to time if the estimated Annual Operating Expenses increase or decrease; Landlord may also invoice Tenant separately from time to time for Tenant's Share of any extraordinary or unanticipated Operating Expenses. By April 30th of each year (and as soon as practical after the expiration or termination of this Lease or, at Landlord's option, after a sale of the Property), Landlord shall provide Tenant with a statement of Operating Expenses for the preceding calendar year or part thereof beginning with the year following the Base Year. Within 30 days after delivery of the statement to Tenant, Landlord or Tenant shall pay to the other the amount of any overpayment or deficiency then due from one to the other or, at Landlord's option, Landlord may credit Tenant's account for any overpayment. If Tenant does not give Landlord written notice within 30 days after receiving Landlord's statement that Tenant disagrees with the statement and specifying the items and amounts in dispute, Tenant shall be deemed to have waived the right to contest the statement. In the event Tenant provides written notice to Landlord contesting Landlord's statement in accordance with the foregoing sentence, pending the resolution of any such dispute, Tenant shall continue to pay to Landlord any and all amounts reflected on Landlord's statement. Landlord's and Tenant's obligation to pay any overpayment or deficiency due the other pursuant to this Section shall survive the expiration or termination of this Lease. Notwithstanding any other provision of this Lease to the contrary, Landlord may, in its reasonable discretion, determine from time to time the method of computing and allocating Operating Expenses, including the method of allocating Operating Expenses to various types of space within the Building to reflect any disparate levels of services provided to different types of space. If the Building is not fully occupied during any period, Landlord may make a reasonable adjustment based on occupancy in computing the Operating Expenses for such period so that Operating Expenses are computed as though the Building had been fully occupied. Notwithstanding anything to the contrary contained herein, any delay or failure of Landlord furnishing any statement of Operating Expenses and/or in billing any escalation hereinabove provided shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such escalation hereunder.

7. Services

Landlord will furnish the following services for the normal use and occupancy of the Premises for general office purposes: (i) electricity, (ii) heating and air conditioning in season during Normal Business Hours, (iii) water, (iv) trash removal and janitorial services pursuant to the cleaning schedule attached as Exhibit D and (v) such other services Landlord reasonably determines are appropriate or necessary. If Tenant requests, and if Landlord is able to furnish, services in addition to those identified above, including heating or air conditioning outside of Normal Business Hours, Tenant shall pay Landlord's reasonable charge for such supplemental services. If because of Tenant's density, equipment or other Tenant circumstances, Tenant puts demands on the Building Systems in excess of those of the typical office user in the Building, Landlord may install supplemental equipment and meters at Tenant's expense. Landlord shall not be responsible or liable for any interruption in such services, nor shall such interruption affect the continuation or validity of this Lease. Landlord shall have the exclusive right to select, and to change, the companies providing such services to the Building or Premises. Any wiring, cabling or other equipment necessary to connect Tenant's telecommunications equipment shall be Tenant's responsibility, and shall be installed in a manner approved by Landlord. In the event Tenant's consumption of any utility or other service included in Operating Expenses is excessive when compared with other occupants of the Property, as determined in Landlord's reasonable discretion, Landlord may invoice Tenant separately for, and Tenant shall pay on demand, the cost of Tenant's excessive consumption, as reasonably determined by Landlord.

8. Insurance; Waivers; Indemnification

(a) Landlord shall maintain insurance against loss or damage to the Building or the Property with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost of the Building (excluding coverage of Tenant's personal property and any Alterations by Tenant), and such other insurance, including rent loss coverage, as Landlord may reasonably deem appropriate or as any Mortgagee may require.

(b) Tenant, at its expense, shall keep in effect commercial general liability insurance, including blanket contractual liability insurance, covering Tenant's use of the Property, with such coverages and limits of liability as Landlord may reasonably require, but not less than a \$1,000,000 combined single limit with a \$3,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage; however, such limits shall not limit Tenant's liability hereunder. The policy shall name Landlord and any other associated or affiliated entity as their interests may appear and at Landlord's request, any Mortgagee(s), as additional insureds, shall be written on an "occurrence" basis and not on a "claims made" basis and shall be endorsed to provide that it is primary to and not contributory to any policies carried by Landlord and to provide that it shall not be cancelable or reduced without at least 30 days prior notice to Landlord. The insurer shall be authorized to issue such insurance, licensed to do business and admitted in the state in which the Property is located and rated at least A VII in the most current edition of *Best's Insurance Reports*. Tenant shall deliver to Landlord on or before the Commencement Date or any earlier date on which Tenant occupies the Premises, and at least 30 days prior to the date of each policy renewal, a certificate of insurance evidencing such coverage.

(c) Landlord and Tenant each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy with, in the case of Tenant, such endorsements and additional coverages as are considered good business practice in Tenant's business, even if such loss or damage shall be brought about by the fault or negligence of the other party or its Agents; provided, however, such waiver by Landlord shall not be effective with respect to Tenant's liability described in Sections 9(b) and 10(d) below. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Tenant assumes all risk of damage of Tenant's property within the Property, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause.

(d) Subject to subsection (c) above, and except to the extent caused by the negligence or willful misconduct of Landlord or its Agents, Tenant will indemnify, defend, and hold harmless Landlord and its Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) which may be asserted against, imposed upon, or incurred by Landlord or its Agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Premises or arising out of the occupancy or use of the Property by Tenant or its Agents or occasioned wholly or in part by any act or omission of Tenant or its Agents, whether prior to, during or after the Term. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

9. Maintenance and Repairs

(a) Landlord shall Maintain the Building, including the Premises (except to the extent of Tenant's obligations set forth in Section 9(b) hereof, the Common Areas, the Building Systems and any other improvements owned by Landlord located on the Property. If Tenant becomes aware of any condition that is Landlord's responsibility to repair, Tenant shall promptly notify Landlord of the condition.

(b) Subject to Landlord's obligation to provide trash removal and janitorial service pursuant to Section 7 hereof, Tenant at its sole expense shall keep the Premises, and the fixtures, improvements, equipment, and finishes, and any Alterations therein in clean, safe and sanitary condition and in good order and repair and will cause no waste or injury thereto. Alterations, repairs and replacements to the Property, including the Premises, made necessary because of Tenant's Alterations or installations, any use or circumstances special or particular to Tenant, or any act or omission of Tenant or its Agents shall be made at the sole expense of Tenant to the extent not covered by any applicable insurance proceeds paid to Landlord.

10. Compliance

(a) Tenant will, at its expense, promptly comply with all Laws now or subsequently pertaining to the Premises or Tenant's use or occupancy. Tenant will pay any taxes or other charges by any authority on Tenant's property or trade

fixtures or relating to Tenant's use of the Premises. Neither Tenant nor its Agents shall use the Premises in any manner that under any Law would require Landlord to make any Alteration to or in the Building or Common Areas (without limiting the foregoing, Tenant shall not use the Premises in any manner that would cause the Premises or the Property to be deemed a "place of public accommodation" under the ADA if such use would require any such Alteration). Tenant shall be responsible for compliance with the ADA, and any other Laws regarding accessibility, with respect to the Premises.

(b) Tenant will comply, and will cause its Agents to comply, with the Building Rules.

(c) Tenant agrees not to do anything or fail to do anything which will increase the cost of Landlord's insurance or which will prevent Landlord from procuring policies (including public liability) from companies and in a form satisfactory to Landlord. If any breach of the preceding sentence by Tenant causes the rate of fire or other insurance to be increased, Tenant shall pay the amount of such increase as additional Rent within 30 days after being billed.

(d) Tenant agrees that (i) no activity will be conducted on the Premises that will use or produce any Hazardous Materials, except any cleaning materials in amounts and forms as are generally used by tenants in comparable buildings using premises for the purposes for which Tenant is permitted to use the Premises and are conducted in accordance with all Environmental Laws ("Permitted Activities"); (ii) the Premises will not be used for storage of any Hazardous Materials, except for materials used in the Permitted Activities which are properly stored in a manner and location complying with all Environmental Laws; (iii) no portion of the Premises or Property will be used by Tenant or Tenant's Agents for disposal of Hazardous Materials; (iv) Tenant will deliver to Landlord copies of all Material Safety Data Sheets and other written information prepared by manufacturers, importers or suppliers of any chemical; and (v) Tenant will immediately notify Landlord of any violation by Tenant or Tenant's Agents of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Tenant shall immediately deliver to Landlord a copy of any notice, filing or permit sent or received by Tenant with respect to the foregoing. If at any time during or after the Term, any portion of the Property is found to be contaminated by Tenant or Tenant's Agents or subject to conditions prohibited in this Lease caused by Tenant or Tenant's Agents, Tenant will indemnify, defend and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result thereof, and Landlord shall have the right to direct remediation activities, all of which shall be performed at Tenant's cost. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

(e) Tenant agrees to use commercially reasonable efforts to ensure that its operations at the Premises do not adversely affect any efforts by Landlord to obtain or maintain the accreditation of the Building or the Property for any so-called "green initiative" such as LEED certification (including, without limitation, compliance with any commercially reasonable recycling plan instituted by Landlord at the Building); provided that Landlord provides Tenant with at least thirty (30) days' prior written notice of any such "green initiative" obtained or then being pursued by Landlord. Any future plan for such accreditation may be appended to and become a part of the Building Rules, and may result in a modification to the cleaning schedule set forth on Exhibit D.

11. Signs

Landlord will furnish Tenant building standard identification signage on the interior Building directory, if applicable, and on or beside the main entrance door to the Premises. Tenant shall not place any signs on the Property without the prior consent of Landlord, other than signs that are located wholly within the interior of the Premises and not visible from the exterior of the Premises. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all applicable Laws and the Building Rules. Tenant shall remove its signs at the termination of this Lease, shall repair any resulting damage, and shall restore the Property to its condition existing prior to the installation of Tenant's signs.

12. Alterations

Except for non-structural Alterations that (i) do not exceed \$5,000 in the aggregate during the Term, (ii) are not visible from the exterior of the Premises, (iii) do not affect any Building System or the structural strength of the Building, (iv) do not require penetrations into the floor, ceiling or walls, and (v) do not require work within the walls, below the floor or above the ceiling, Tenant shall not make or permit any Alterations in or to the Premises without first obtaining Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. With respect to any Alterations made by or on behalf of Tenant (whether or not the Alteration requires Landlord's consent): (i) not less than 10 days prior to commencing any Alteration, Tenant shall deliver to Landlord the plans, specifications and necessary permits for the Alteration, together with certificates evidencing that Tenant's contractors and subcontractors have adequate insurance coverage naming Landlord and any other associated or affiliated entity as their interests may appear as additional insureds, (ii) Tenant shall obtain Landlord's prior written approval of any contractor or subcontractor, (iii) the Alteration shall be constructed with new materials, in a good and workmanlike manner, and in compliance with all Laws and the plans and specifications delivered to,

and, if required above, approved by Landlord, (iv) Tenant shall pay Landlord all reasonable costs and expenses in connection with Landlord's review of Tenant's plans and specifications, and of any supervision or inspection of the construction Landlord deems necessary, and (v) upon Landlord's request Tenant shall, prior to commencing any Alteration, provide Landlord reasonable security against liens arising out of such construction. Any Alteration by or on behalf of Tenant shall be the property of Tenant until the expiration or termination of this Lease; at that time without payment by Landlord the Alteration shall, at Landlord's option, either remain on the Property and become the property of Landlord or be removed by Tenant, in which event Tenant will repair any resulting damage and will restore the Premises to the condition existing prior to Tenant's Alteration. At Tenant's request prior to any Alterations being performed by, for, or on behalf of, Tenant, Landlord will notify Tenant in writing whether Tenant is required to remove the specific Alteration(s) at the expiration or termination of this Lease. Tenant may install its trade fixtures, furniture and equipment in the Premises, provided that the installation and removal of them will not affect any structural portion of the Property, any Building System or any other equipment or facilities serving the Building or any occupant.

13. Mechanics' Liens

Tenant promptly shall pay for any improvements, labor, services, materials, supplies or equipment furnished to, made by, contracted for or otherwise authorized by Tenant in or about the Premises. Tenant shall keep the Premises and the Property free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant. Tenant shall take all steps permitted by law in order to avoid the imposition of any such lien. Should any such lien or notice of such lien be filed against the Premises or the Property, Tenant shall discharge the same by bonding or otherwise within 15 days after Tenant has notice that the lien or claim is filed regardless of the validity of such lien or claim.

14. Landlord's Right to Relocate Tenant; Right of Entry

(a) Landlord may relocate Tenant from the Premises to comparable space in the Building as reasonably determined by Landlord. Landlord will give Tenant at least 60 days advance notice of relocation and will pay for all reasonable costs of such relocation. Such a relocation shall not terminate, modify or otherwise affect this lease except that "Premises" shall refer to the relocation space rather than the old location identified in Section 1(a).

(b) Tenant shall permit Landlord and its Agents to enter the Premises at all reasonable times following reasonable notice (except in an emergency for which no notice shall be required) to inspect, maintain, or make Alterations to the Premises or Property, to exhibit the Premises for the purpose of sale or financing, and, during the last 12 months of the Term, to exhibit the Premises to any prospective tenant. Landlord will make reasonable efforts not to inconvenience Tenant in exercising such rights, but Landlord shall not be liable for any interference with Tenant's occupancy resulting from Landlord's entry.

15. Damage by Fire or Other Casualty

If the Premises or Common Areas shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord, and Landlord, subject to the conditions set forth in this Section, shall repair such damage and restore the Premises or Common Areas to substantially the same condition in which they were immediately prior to such damage or destruction, but not including the repair, restoration or replacement of the fixtures, equipment, or Alterations installed by or on behalf of Tenant. Landlord shall notify Tenant, within 30 days after the date of the casualty, if Landlord anticipates that the restoration will take more than 180 days from the date of the casualty to complete; in such event, either Landlord or Tenant (unless the damage was caused by Tenant) may terminate this Lease effective as of the date of casualty by giving notice to the other within 10 days after Landlord's notice. If a casualty occurs during the last 12 months of the Term, Landlord may terminate this Lease unless Tenant has the right to extend the Term for at least 3 more years and does so within 30 days after the date of the casualty. Moreover, Landlord may terminate this Lease if the loss is not fully covered by the insurance required to be maintained by Landlord under this Lease. Tenant will receive an abatement of Minimum Annual Rent and Annual Operating Expenses to the extent and for so long as the Premises are rendered untenantable as a result of the casualty.

16. Condemnation

If (a) all of the Premises are Taken, (b) any part of the Premises is Taken and the remainder is insufficient in Landlord's opinion for the reasonable operation of Tenant's business, or (c) any of the Property is Taken, and, in Landlord's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder, then this Lease shall terminate as of the date the condemning authority takes possession. If this Lease is not terminated, Landlord shall restore the Building to a condition as near as reasonably possible to the condition prior to the Taking; the Minimum Annual Rent shall be abated for the period of time all or a part of the Premises is untenantable in proportion to the square foot area untenantable, and this

Lease shall be amended appropriately. The compensation awarded for a Taking shall belong to Landlord. Except for any relocation benefits to which Tenant may be entitled, Tenant hereby assigns all claims against the condemning authority to Landlord, including, but not limited to, any claim relating to Tenant's leasehold estate.

17. Quiet Enjoyment

Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises as against anyone claiming by or through Landlord, subject, however, to the terms of this Lease and any Mortgage.

18. Assignment and Subletting

(a) Except as provided in Section (b) below, Tenant shall not enter into nor permit any Transfer voluntarily or by operation of law, without the prior consent of Landlord, which consent shall not be unreasonably withheld. Without limitation, Tenant agrees that Landlord's consent shall not be considered unreasonably withheld if (i) the proposed transferee is an existing tenant of Landlord or an affiliate of Landlord or an affiliate of an existing tenant of Landlord or an affiliate of Landlord, (ii) the business, business reputation, or creditworthiness of the proposed transferee is unacceptable to Landlord, (iii) Landlord or an affiliate of Landlord has comparable space available for lease by the proposed transferee or (iv) an Event of Default has occurred under this Lease or any act or omission has occurred which would constitute an Event of Default with the giving of notice and/or the passage of time. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. In no event shall any Transfer relieve Tenant from any obligation under this Lease. Landlord's acceptance of Rent from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer. Any Transfer not in conformity with this Section 18 shall be void at the option of Landlord.

(b) Landlord's consent shall not be required in the event of any Transfer by Tenant to an Affiliate provided that (i) the Affiliate has a tangible net worth at least equal to that of Tenant as of the date of this Lease, (ii) Tenant provides Landlord notice of the Transfer at least 15 days prior to the effective date, together with current financial statements of the Affiliate certified by an executive officer of the Affiliate, and (iii) in the case of an assignment or sublease, Tenant delivers to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the Affiliate, together with a certificate of insurance evidencing the Affiliate's compliance with the insurance requirements of Tenant under this Lease.

(c) The provisions of subsection (a) above notwithstanding, if Tenant proposes to Transfer all of the Premises (other than to an Affiliate pursuant to Section 18(b) hereof), Landlord may terminate this Lease, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If Tenant proposes to enter into a Transfer of less than all of the Premises (other than to an Affiliate pursuant to Section 18(b) hereof), Landlord may amend this Lease to remove the portion of the Premises to be transferred, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If this Lease is not so terminated or amended, Tenant shall pay to Landlord, immediately upon receipt, the excess of (i) all compensation received and to be received by Tenant for or as a result of the Transfer over (ii) the Rent allocable to the Premises transferred.

(d) If Tenant requests Landlord's consent to a Transfer, Tenant shall provide Landlord, at least 15 days prior to the proposed Transfer, current financial statements of the transferee certified by an executive officer of the transferee, a complete copy of the proposed Transfer documents, and any other information Landlord reasonably requests. Immediately following any approved assignment or sublease, Tenant shall deliver to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the transferee, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of Tenant under this Lease. Tenant agrees to reimburse Landlord for reasonable administrative and attorneys' fees in connection with the processing and documentation of any Transfer for which Landlord's consent is requested.

19. Subordination; Mortgagee's Rights

(a) Subject to Mortgagee's rights set forth in this Lease, Tenant accepts this Lease subject and subordinate to any Mortgage now or in the future affecting the Premises. This clause shall be self-operative, but, within 10 days after request, Tenant shall execute and deliver any further instruments concerning the subordination of this Lease and any further instruments of allotment that the Mortgagee may reasonably request. However, any Mortgagee may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by giving notice to Tenant, and this Lease shall then be deemed prior to such Mortgage without regard to their respective dates of execution and delivery; provided that such subordination shall not affect any Mortgagee's rights with respect to condemnation awards, casualty insurance proceeds, intervening liens or any right which shall arise between the recording of such Mortgage and the execution of this Lease.

(b) Tenant acknowledges that no Mortgagee shall be (i) liable for any act or omission of a prior landlord, (ii) subject to any rental offsets or defenses against a prior landlord, (iii) bound by any amendment of this Lease made without its written consent, (iv) bound by payment of Monthly Rent more than one month in advance or liable for any other funds paid by Tenant to Landlord unless such funds actually have been transferred to the Mortgagee by Landlord, or (v) responsible for any Security Deposit, except to the extent actually received by such Mortgagee.

(c) The provisions of Sections 15 and 16 above notwithstanding, Landlord's obligation to restore the Premises after a casualty or condemnation shall be subject to the consent and prior rights of any Mortgagee.

20. Tenant's Certificate; Financial Information; Other Disclosures

(a) Within 10 days after Landlord's request from time to time, (a) Tenant shall execute, acknowledge and deliver to Landlord, for the benefit of Landlord, Mortgagee, any prospective Mortgagee, and any prospective purchaser of Landlord's interest in the Property, an estoppel certificate in the form of attached Exhibit C (or other form requested by Landlord), modified as necessary to accurately state the facts represented, and (b) Tenant shall furnish to Landlord, Landlord's Mortgagee, prospective Mortgagee and/or prospective purchaser reasonably requested financial information.

(b) Tenant agrees to cooperate with Landlord to provide information reasonably required or requested by Landlord to be provided to a regulatory or other recognized entity for the purpose of obtaining accreditation of the Building or the Property for any so-called "green initiative" such as LEED certification, which cooperation shall include, without limitation, providing electric consumption data or other relevant data in proper format for reporting to the U.S. Green Building Council (or similar or successor authority selected by Landlord).

21. Surrender

(a) On the date on which this Lease expires or terminates, Tenant shall return possession of the Premises to Landlord in good, broom-clean condition, except for ordinary wear and tear, and except for casualty damage or other conditions that Tenant is not required to remedy under this Lease. Prior to the expiration or termination of this Lease, Tenant shall remove from the Property all furniture, trade fixtures, equipment, wiring and cabling (unless Landlord directs Tenant otherwise), and all other personal property installed by or on behalf of Tenant or its assignees or subtenants. Tenant shall repair any damage resulting from such removal and shall restore the Property to good order and condition. Any of Tenant's personal property not removed as required shall be deemed abandoned, and Landlord, at Tenant's expense, may remove, store, sell or otherwise dispose of such property in such manner as Landlord may see fit and/or Landlord may retain such property or sale proceeds as its property. If Tenant does not return possession of the Premises to Landlord in the condition required under this Lease, Tenant shall pay Landlord all resulting damages Landlord may suffer.

(b) If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's occupancy of the Premises shall be that of a tenancy at will. Tenant's occupancy during any holdover period shall otherwise be subject to the provisions of this Lease (unless clearly inapplicable), except that the Monthly Rent shall be double the Monthly Rent payable for the last full month immediately preceding the holdover. No holdover or payment by Tenant after the expiration or termination of this Lease shall operate to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Any provision in this Lease to the contrary notwithstanding, any holdover by Tenant shall constitute an Event of Default on the part of Tenant under this Lease entitling Landlord to exercise, without obligation to provide Tenant any notice or cure period, all of the remedies available to Landlord upon the occurrence of an Event of Default, and Tenant shall be liable for all damages, including consequential damages, that Landlord suffers as a result of the holdover.

22. Defaults – Remedies

(a) It shall be an Event of Default:

(i) If Tenant does not pay in full when due any and all Rent and, except as provided in Section 22(c) below, Tenant fails to cure such default on or before the date that is 5 days after Landlord gives Tenant notice of default;

(ii) If Tenant enters into or permits any Transfer in violation of Section 18 above;

(iii) If Tenant fails to observe and perform or otherwise breaches any other provision of this Lease, and, except as provided in Section 22(c) below, Tenant fails to cure the default on or before the date that is 10 days after Landlord gives Tenant notice of default; provided, however, if the default cannot reasonably be cured within 10 days following Landlord's giving of notice, Tenant shall be afforded additional reasonable time (not to exceed 30 days following

Landlord's notice) to cure the default if Tenant begins to cure the default within 10 days following Landlord's notice and continues diligently in good faith to completely cure the default;

(iv) If Tenant becomes insolvent or makes a general assignment for the benefit of creditors or offers a settlement to creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against Tenant, or a bill in equity or other proceeding for the appointment of a receiver for any of Tenant's assets is commenced, or if any of the real or personal property of Tenant shall be levied upon; provided that any proceeding brought by anyone other than Landlord or Tenant under any bankruptcy, insolvency, receivership or similar law shall not constitute an Event of Default until such proceeding has continued unstayed for more than 60 consecutive days; or

(v) Tenant shall vacate or abandon the Premises.

Any notice periods provided for under this Article 22(a) shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

(b) If an Event of Default occurs, in addition to all other rights and remedies available to Landlord at law, in equity, by statute or otherwise, Landlord shall have the following rights and remedies:

(i) Landlord, without any obligation to do so, may elect to cure the default on behalf of Tenant, in which event Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord (together with an administrative fee of 15% thereof) in curing the default, plus interest at the Interest Rate from the respective dates of Landlord's incurring such costs, which sums and costs together with interest at the Interest Rate shall be deemed additional Rent;

(ii) To enter and repossess the Premises, by breaking open locked doors if necessary, and remove all persons and all or any property, by action at law or otherwise, without being liable for prosecution or damages. Landlord may, at Landlord's option, make Alterations and repairs in order to relet the Premises and relet all or any part(s) of the Premises for Tenant's account. Tenant agrees to pay to Landlord on demand any deficiency (taking into account all costs incurred by Landlord) that may arise by reason of such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach;

(iii) To accelerate the whole or any part of the Rent for the balance of the Term (excluding any Renewal Term that has not been exercised by Tenant), and declare the same, discounted to net present value at the rate of six percent (6%) per annum, to be immediately due and payable; provided, however, to the extent Landlord thereafter re-leases the Premises for all or any portion of the balance of the Term, Landlord shall reimburse Tenant for the net amount of rent collected by Landlord, after deducting all costs and expenses relating to such reletting including, without limitation, improvements to the Premises, brokerage commissions and attorneys' fees, with respect to the balance of the Term within thirty (30) days after the expiration of the Term. If Landlord exercises its right to accelerate Rent, Landlord shall use commercially reasonable efforts to re-lease the Premises and mitigate Landlord's damages; and

(iv) To terminate this Lease and the Term without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken.

(c) Any provision to the contrary in this Section 22 notwithstanding, (i) Landlord shall not be required to give Tenant the notice and opportunity to cure provided in Section 22(a) above more than twice in any consecutive 12-month period, and thereafter Landlord may declare an Event of Default without affording Tenant any of the notice and cure rights provided under this Lease, and (ii) Landlord shall not be required to give such notice prior to exercising its rights under Section 22(b) if Tenant fails to comply with the provisions of Sections 13, 20 or 27 or in an emergency.

(d) No waiver by Landlord of any breach by Tenant shall be a waiver of any subsequent breach, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach. Efforts by Landlord to mitigate the damages caused by Tenant's default shall not constitute a waiver of Landlord's right to recover damages hereunder. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the total amount due Landlord under this Lease shall be deemed to be other than on account, nor shall any endorsement or statement on any check or with any payment be deemed an

accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of Rent due, or Landlord's right to pursue any other available remedy.

(e) If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the other party attorneys' fees, costs of suit, investigation expenses and discovery costs, including costs of appeal.

(f) LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE.

23. Tenant's Authority

Tenant represents and warrants to Landlord that: (a) Tenant is duly formed, validly existing and in good standing under the laws of the state under which Tenant is organized, and qualified to do business in the state in which the Property is located, and (b) the person(s) signing this Lease are duly authorized to execute and deliver this Lease on behalf of Tenant.

24. Liability of Landlord

(a) Landlord Default.

(i) It shall be a default and a breach of this Lease by Landlord (a "Landlord Default") if any covenant or obligation required to be performed or observed by it under this Lease is not so performed or observed for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within said thirty (30) day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same and does so complete the same within a reasonable period following receipt of Tenant's notice.

(ii) Upon the occurrence of any Landlord Default, Tenant may sue for injunctive relief or to recover damages for any loss resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold or abate any rent due hereunder except as specifically provided in this Lease. In addition, Tenant shall have the right, in addition to Tenant's other rights and remedies hereunder, at law and in equity, to cure or attempt to cure a Landlord Default. If Tenant elects to cure such noncompliance by Landlord, all reasonable costs actually incurred by Tenant in curing such noncompliance shall be paid by Landlord within thirty (30) days after written demand therefor with reasonable evidence of such costs.

(b) The word "Landlord" in this Lease includes the Landlord executing this Lease as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as Landlord. Any such person or entity, whether or not named in this Lease, shall have no liability under this Lease after it ceases to hold title to the Premises except for obligations already accrued (and, as to any unapplied portion of Tenant's Security Deposit, Landlord shall be relieved of all liability upon transfer of such portion to its successor in interest). Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which subsequently accrue. Except for damages directly caused by Landlord's gross negligence or willful misconduct, Landlord will not be liable to Tenant, its Agents, customers, clients, family members, guests, or trespassers for any damage, compensation, or claim arising from (i) the repairing of any portion of the Building, (ii) any interruption in the use of the Premises or the Property, (iii) accident or damage resulting from the use or operation (by Landlord, Tenant, or any other person or persons whatsoever) of elevators, escalators, or heating, cooling, electrical, or plumbing equipment or apparatus, (iv) the termination of this Lease because of the destruction of the Premises or a taking or sale in lieu thereof by eminent domain, (v) any casualty, robbery, theft, criminal act, or unexplained disappearance, (vi) any leakage in any part of the Premises or the rest of the Building (including areas occupied by other tenants and occupants of the Building), or from water, rain, or snow that may leak into, or flow from, any part of the Premises or the rest of the Building, or from drains, pipes or plumbing work in or about the Building, or (vii) any other cause whatsoever. In no event shall Landlord be liable to Tenant for any loss of business or profits of Tenant or for consequential, punitive or special damages of any kind. Neither Landlord nor any principal of Landlord nor any owner of the Property, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Premises; Tenant shall look solely to the equity of Landlord in the Property for the satisfaction of any claim by Tenant against Landlord.

25. Miscellaneous

(a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.

(b) This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Premises or the Property. No rights, easements or licenses are acquired in the Property or any land adjacent to the Property by Tenant by implication or otherwise except as expressly set forth in this Lease. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. The word "person" includes a natural person, a partnership, a corporation, a limited liability company, an association and any other form of business association or entity. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Landlord or Tenant.

(c) Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.

(d) If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.

(e) This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and permitted successors and assigns. All persons liable for the obligations of Tenant under this Lease shall be jointly and severally liable for such obligations.

(f) Tenant shall not record this Lease or any memorandum without Landlord's prior consent.

(g) Except as may be required by law, Tenant shall not disclose the terms of this Lease to any third party, other than to Tenant's consultants or advisors who agree to maintain the confidentiality of such information, without the prior written consent of Landlord.

26. Notices

Any notice, consent or other communication under this Lease shall be in writing and addressed to Landlord or Tenant at their respective addresses specified in Section 1 above (or to such other address as either may designate by notice to the other) with a copy to any Mortgagee or other party designated by Landlord. Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service or by certified mail, return receipt requested, postage prepaid or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient or on the day delivery is refused. The giving of notice by Landlord's or Tenant's attorneys, representatives and agents under this Section shall be deemed to be the acts of Landlord or Tenant, respectively.

27. Security Deposit

At the time of signing this Lease, Tenant shall deposit with Landlord the Security Deposit to be retained by Landlord as cash security for the faithful performance and observance by Tenant of the provisions of this Lease. Tenant shall not be entitled to any interest on the Security Deposit. Landlord shall have the right to commingle the Security Deposit with its other funds. Landlord may use the whole or any part of the Security Deposit for the payment of any amount as to which Tenant is in default or to compensate Landlord for any loss or damage it may suffer by reason of Tenant's default under this Lease. If Landlord uses all or any portion of the Security Deposit as herein provided, within 10 days after demand, Tenant shall pay Landlord cash in an amount equal to that portion of the Security Deposit used by Landlord. If Tenant complies fully and faithfully with all of the provisions of this Lease, the Security Deposit, less any portion thereof used by Landlord, shall be returned to Tenant after the Expiration Date and surrender of the Premises to Landlord.

28. Brokers

Each of Landlord and Tenant hereby represents and warrants to the other that it has dealt with no real estate agents or brokers in connection with the negotiation, execution and delivery of this Lease other than Cushman Wakefield ("Landlord's

Broker") and that no brokerage fees or commissions are payable to any real estate agent or broker in connection with the negotiation, execution and delivery of this Lease other than to Landlord's Broker. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other harmless from and against any and all losses, liabilities, damages, claims, costs and/or expenses (including, without limitation, reasonable attorneys' fees) that the other may incur or suffer, or which may be asserted against the other, in connection with, or in any way relating to, the inaccuracy of any representation or warranty made by it in this Section. Landlord shall pay all fees and commissions due and owing to Landlord's Broker in connection with the negotiation, execution and delivery of this Lease pursuant to a separate written agreement made prior to the date on which this Lease has been fully executed by Landlord and Tenant between Landlord and Landlord's Broker.

29. Anti-Terrorism Laws

During the term, neither Tenant nor its respective constituents or affiliates shall (i) be an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 et seq.), as amended, (ii) violate the Trading with the Enemy Act, as amended, (iii) violate any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (iv) violate the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"). Tenant shall, promptly following a request from Landlord, provide all documentation and other information that Landlord requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

30. Ground Lease

Tenant acknowledges and agrees that Landlord's interest in the Land is that of a ground lessee pursuant to that certain ground lease dated May 24, 1983, as amended and assigned (the "Ground Lease"). In the event of the termination of the Ground Lease, this Lease shall not terminate or be terminable by Tenant. In the event of any action for the foreclosure of the Landlord's mortgage, the sublease shall not terminate or be terminable by Tenant by reason of the termination of the Ground Lease unless Tenant is specifically named and joined in any such action and unless a judgment is obtained therein against Tenant. In the event that the Ground Lease is terminated as aforesaid, Tenant shall attorn to the lessor under the Ground Lease or to the purchaser at the sale of the property subject to the Ground Lease upon such foreclosure, as the case may be.

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

Landlord:

CCP PROPERTY OWNER NASHVILLE I, LLC,
a Delaware limited liability company

By: **CCP Mezzanine Nashville I, LLC**
a Delaware limited liability company, its Manager

By: **CCP Nashville I, LLC**
a Virginia limited liability company, its Manager

By: **CCP Manager Nashville I, LLC**
a Virginia limited liability company, its Manager

By: **Continental Capital Partners, LLC**
a Virginia limited liability company, its Manager

By: _____
Name: Jessy H. Melendy
Its: Manager

Date signed: 9/16/2020

Tenant:

HEART AND SOUL HOSPICE, LLC,
a Tennessee limited liability company

By: *Andre Lee*
Name: ANDRE LEE
Title: CEO

Date signed: July 15, 2020

Rider 1 to Lease Agreement

(Multi-Tenant Office)

ADDITIONAL DEFINITIONS

"ADA" means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

"Affiliate" means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.

"Agents" of a party means such party's employees, agents, representatives, contractors, licensees or invitees.

"Alteration" means any addition, alteration or improvement to the Premises or Property, as the case may be.

"Building Rules" means the rules and regulations attached to this Lease as Exhibit B as they may be amended from time to time.

"Building Systems" means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety, security or other systems serving the Building.

"Common Areas" means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all tenants in the Building or Property, including, if applicable, lobbies, hallways, restrooms, elevators, driveways, sidewalks, parking, loading and landscaped areas.

"Environmental Laws" means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

"Event of Default" means a default described in Section 22(a) of this Lease.

"Hazardous Materials" means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

"Interest Rate" means interest at the lesser of (i) the rate of 1 ¼% per month or (ii) the maximum rate permitted by Laws.

"Land" means the lot or plot of land on which the Building is situated or the portion thereof allocated by Landlord to the Building.

"Laws" means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Property or the use and occupation of the Property.

"Lease Year" means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

"Maintain" means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject property in good condition and repair and, at Landlord's election, in compliance with any current or future accreditation of the Building for any so-called "green initiatives".

"Monthly Rent" means the monthly installment of Minimum Annual Rent plus the monthly installment of estimated Annual Operating Expenses payable by Tenant under this Lease.

"Mortgage" means any mortgage, deed of trust or other lien or encumbrance on Landlord's interest in the Property or any portion thereof, including without limitation any ground or master lease if Landlord's interest is or becomes a leasehold estate.

"Mortgagee" means the holder of any Mortgage, including any ground or master lessor if Landlord's interest is or becomes a leasehold estate.

"Normal Business Hours" means 8:00 a.m. to 6:00 p.m., Monday through Friday, legal holidays excepted.

"Operating Expenses" means all costs, fees, charges and expenses incurred or charged by Landlord in connection with the ownership, operation, maintenance and repair of, and services provided to, the Property, including, but not limited to, (i) the charges at standard retail rates for any services provided by Landlord pursuant to Section 7 of this Lease, (ii) the cost of insurance carried by Landlord allocable to the Building together with the cost of any deductible paid by Landlord in connection with an insured loss which is allocable to the Building, (iii) Landlord's cost to Maintain the Property, (iv) the cost of trash collection (including any recycling programs initiated at the Building), (v) to the extent not otherwise payable by Tenant pursuant to Section 5 of this Lease, all levies, taxes (including real estate taxes, sales taxes and gross receipt taxes), assessments, association dues, liens, license and permit fees, together with the reasonable cost of contesting any of the foregoing, which are applicable to the Term, and which are imposed by any authority or under any Law, or pursuant to any recorded covenants or agreements, upon or with respect to the Property, or any improvements thereto, or directly upon this Lease or the Rent or upon amounts payable by any subtenants or other occupants of the Premises, or against Landlord because of Landlord's estate or interest in the Property, (vi) the annual amortization (over their estimated economic useful life or payback period, whichever is shorter) of the costs (including reasonable financing charges) of capital improvements or replacements (a) required by any Laws, (b) made for the purpose of reducing Operating Expenses, or (c) made for the purpose of directly enhancing the safety of tenants in the Building, (vii) a management and administrative fee, and (viii) building security services. The foregoing notwithstanding, Operating Expenses will not include: (i) depreciation on the Building, (ii) financing and refinancing costs (except as provided above), interest on debt or amortization payments on any mortgage, or rental under any ground or underlying lease, (iii) leasing commissions, advertising expenses, tenant improvements or other costs directly related to the leasing of the Property, or (iv) income, excess profits or corporate capital stock tax imposed or assessed upon Landlord, unless such tax or any similar tax is levied or assessed in lieu of all or any part of any taxes includable in Operating Expenses above. If Landlord elects to prepay real estate taxes during any discount period, Landlord shall be entitled to the benefit of any such prepayment. Landlord shall have the right to directly perform (by itself or through an affiliate) any services provided under this Lease provided that the Landlord's charges included in Operating Expenses for any such services shall not exceed competitive market rates for comparable services.

"Property" means the Land, the Building, the Common Areas, and all appurtenances to them.

"Rent" means the Minimum Annual Rent, Annual Operating Expenses and any other amounts payable by Tenant to Landlord under this Lease.

"Taken" or "Taking" means acquisition by a public authority having the power of eminent domain by condemnation or conveyance in lieu of condemnation.

"Tenant's Share" means the percentage obtained by dividing the rentable square feet of the Premises by the rentable square feet of the Building, as set forth in Section 1 of this Lease, subject to adjustment in the event of a remeasurement of the area of the Building.

"Transfer" means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant's interest in the Premises, or (iii) any transfer of a direct or indirect controlling interest in Tenant.

EXHIBIT A
PLAN SHOWING PREMISES



————— SUITE 305



11. Tenant shall have the right, at Tenant's sole risk and responsibility, to use only Tenant's Share of the parking spaces at the Property as reasonably determined by Landlord. Tenant shall comply with all parking regulations promulgated by Landlord from time to time for the orderly use of the vehicle parking areas, including without limitation the following: Parking shall be limited to automobiles, passenger or equivalent vans, motorcycles, light four wheel pickup trucks and (in designated areas) bicycles. No vehicles shall be left in the parking lot overnight without Landlord's prior written approval. Parked vehicles shall not be used for vending or any other business or other activity while parked in the parking areas. Vehicles shall be parked only in striped parking spaces, except for loading and unloading, which shall occur solely in zones marked for such purpose, and be so conducted as to not unreasonably interfere with traffic flow within the Property or with loading and unloading areas of other tenants. Employee and tenant vehicles shall not be parked in spaces marked for visitor parking or other specific use. All vehicles entering or parking in the parking areas shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft. Tenant shall cooperate with Landlord in any measures implemented by Landlord to control abuse of the parking areas, including without limitation access control programs, tenant and guest vehicle identification programs, and validated parking programs, provided that no such validated parking program shall result in Tenant being charged for spaces to which it has a right to free use under its Lease. Each vehicle owner shall promptly respond to any sounding vehicle alarm or horn, and failure to do so may result in temporary or permanent exclusion of such vehicle from the parking areas. Any vehicle which violates the parking regulations may be cited, towed at the expense of the owner, temporarily or permanently excluded from the parking areas, or subject to other lawful consequence. Bicycles are not permitted in the Building. In addition to all other remedies under this Lease, Landlord may charge Tenant \$50.00 for each violation of this subsection 11.

12. Tenant and its Agents shall not smoke in the Building or within 20 feet of the Building entrances and exits. In addition to all other remedies under this Lease, Landlord may charge Tenant \$50.00 for each violation of this subsection 12.

13. Tenant shall provide Landlord with a written identification of any vendors engaged by Tenant to perform services for Tenant at the Premises (examples: security guards/monitors, telecommunications installers/maintenance), and all vendors shall be subject to Landlord's reasonable approval. No mechanics shall be allowed to work on the Building or Building Systems other than those engaged by Landlord. Tenant shall permit Landlord's employees and contractors and no one else to clean the Premises unless Landlord consents in writing. Tenant assumes all responsibility for protecting its Premises from theft and vandalism and Tenant shall see each day before leaving the Premises that all lights are turned out and that the windows and the doors are closed and securely locked.

14. Tenant shall comply with any move-in/move-out rules provided by Landlord and with any rules provided by Landlord governing access to the Building outside of Normal Business Hours. Throughout the Term, no furniture, packages, equipment, supplies or merchandise of Tenant will be received in the Building, or carried up or down in the elevators or stairways, except during such hours as shall be designated by Landlord, and Landlord in all cases shall also have the exclusive right to prescribe the method and manner in which the same shall be brought in or taken out of the Building.

15. Tenant shall not place oversized cartons, crates or boxes in any area for trash pickup without Landlord's prior approval. Landlord shall be responsible for trash pickup of normal office refuse placed in ordinary office trash receptacles only. Excessive amounts of trash or other out-of-the-ordinary refuse loads will be removed by Landlord upon request at Tenant's expense.

16. Tenant shall cause all of Tenant's Agents to comply with these Building Rules.

17. Landlord reserves the right to rescind, suspend or modify any rules or regulations and to make such other rules and regulations as, in Landlord's reasonable judgment, may from time to time be needed for the safety, care, maintenance, operation and cleanliness of the Property. Notice of any action by Landlord referred to in this section, given to Tenant, shall have the same force and effect as if originally made a part of the foregoing Lease. New rules or regulations will not, however, be unreasonably inconsistent with the proper and rightful enjoyment of the Premises by Tenant under the Lease.

18. These Building Rules are not intended to give Tenant any rights or claims in the event that Landlord does not enforce any of them against any other tenants or if Landlord does not have the right to enforce them against any other tenants and such nonenforcement will not constitute a waiver as to Tenant.

19. All requests for heating and air conditioning services outside of Normal Business Hours shall be submitted in writing to Landlord's property manager by noon on the day desired for weekday services, by noon Friday for weekend services, and by noon the preceding day for holiday services.

B-2

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EXHIBIT C

TENANT ESTOPPEL CERTIFICATE

Please refer to the documents described in Schedule 1 herein, (the "Lease Documents") including the "Lease" therein described; all defined terms in this Certificate shall have the same meanings as set forth in the Lease unless otherwise expressly set forth herein. The undersigned Tenant hereby certifies that it is the tenant under the Lease. Tenant hereby further acknowledges that it has been advised that the Lease may be collaterally assigned in connection with a proposed financing secured by the Property and/or may be assigned in connection with a sale of the Property and certifies both to Landlord and to any and all prospective mortgagees and purchasers of the Property, including any trustees on behalf of any holders of notes or other similar instruments, any holders from time to time of such notes or other instruments, and their respective successors and assigns (the "Beneficiaries") that as of the date hereof:

1. The information set forth in attached Schedule 1 is true and correct.
2. Tenant is in occupancy of the Premises and the Lease is in full force and effect, and, except by such writings as are identified on Schedule 1, has not been modified, assigned, supplemented or amended since its original execution, nor are there any other agreements between Landlord and Tenant concerning the Premises, whether oral or written.
3. All conditions and agreements under the Lease to be satisfied or performed by Landlord have been satisfied and performed.
4. Tenant is not in default under the Lease Documents, Tenant has not received any notice of default under the Lease Documents, and, to Tenant's knowledge, there are no events which have occurred that, with the giving of notice and/or the passage of time, would result in a default by Tenant under the Lease Documents.
5. Tenant has not paid any Rent due under the Lease more than 30 days in advance of the date due under the Lease and Tenant has no rights of setoff, counterclaim, concession or other rights of diminution of any Rent due and payable under the Lease except as set forth in Schedule 1.
6. To Tenant's knowledge, there are no uncured defaults on the part of Landlord under the Lease Documents, Tenant has not sent any notice of default under the Lease Documents to Landlord, and there are no events which have occurred that, with the giving of notice and/or the passage of time, would result in a default by Landlord thereunder, and that at the present time Tenant has no claim against Landlord under the Lease Documents.
7. Except as expressly set forth in Part G of Schedule 1, there are no provisions for any, and Tenant has no, options with respect to the Premises or all or any portion of the Property.
8. No action, voluntary or involuntary, is pending against Tenant under federal or state bankruptcy or insolvency law.
9. The undersigned has the authority to execute and deliver this Certificate on behalf of Tenant and acknowledges that all Beneficiaries will rely upon this Certificate in purchasing the Property or extending credit to Landlord or its successors in interest.
10. This Certificate shall be binding upon the successors, assigns and representatives of Tenant and any party claiming through or under Tenant and shall inure to the benefit of all Beneficiaries.

IN WITNESS WHEREOF, Tenant has executed this Certificate this 15 day of JULY 2020

HEART AND SOUL HOUSING, LLC
Name of Tenant

By: [Signature]
Title: CEO

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SCHEDULE 1 TO TENANT ESTOPPEL CERTIFICATE

Lease Documents, Lease Terms and Current Status

- A. Date of Lease:
- B. Parties:
 - 1. Landlord:
 - 2. Tenant:
- C. Premises:
- D. Modifications, Assignments, Supplements or Amendments to Lease:
- E. Commencement Date:
- F. Expiration of Current Term:
- G. Option Rights:
- H. Security Deposit Paid to Landlord: \$
- I. Current Minimum Annual Rent: \$
- J. Current Annual Operating Expenses: \$
- K. Current Total Rent: \$
- L. Square Feet Demised:

EXHIBIT D
CLEANING SCHEDULE

DAILY

1. Empty all waste baskets and receptacles. Replace soiled liners and transport to dumpster area for removal. Adhere to recycling program. Any spillage is to be cleaned immediately.
2. Empty and damp wipe all ashtrays where applicable.
3. Dust all uncluttered horizontal surfaces on the following: Desks, Credenzas, Bookcases, Chairs, File and Storage cabinets, Tables, Pictures and Frames (as needed), Counters, Ledges, Shelves, and Telephones.
4. Vacuum all carpeted traffic areas and remove minor carpet stains.
5. Sweep all resilient tile floor coverings with chemically treated dry mop.
6. Damp mop all resilient tile floor surfaces as required to remove spillage.
7. Clean, disinfect and polish all drinking fountains.
8. Remove all fingerprints, severe or light scuff marks, water marks or stains on floors, doors, walls, and ceilings.
9. Service/clean all restrooms.

WEEKLY

1. Dust high partition ledges and moldings.
2. Detail vacuum all carpeted areas.
3. Spot clean doors and outlet switch plates.
4. Stiff brush or vacuum furniture (to remove lint and dirt).
5. Dust windowsills.

MONTHLY

1. Dust ceiling vents and grates as required.
2. Spray buff tile floors.
3. Dust window blinds.

SEMI-ANNUALLY

1. Clean light fixtures.

ANNUALLY

1. Strip and refinish tile floors.
2. Clean exterior window glass.
3. Clean interior window glass.

SECOND AMENDMENT TO DEED OF LEASE

THIS SECOND AMENDMENT TO DEED OF LEASE (this "Amendment") is made as of October 1, 2022 (the "Effective Date"), by and between CCP PROPERTY OWNER NASHVILLE I, LLC, a Delaware limited liability company ("Landlord"), and HEARL AND SOUL HOSPICE, LLC, a Tennessee limited liability company ("Tenant")

WITNESSETH

Recitals

Landlord and Tenant are parties to that certain Deed of Lease dated July 16, 2020, as amended by First Amendment to Deed of Lease dated September 3, 2020 (collectively, the "Lease"), for space designated as Suite 305, comprising nine hundred sixty-six (966) rentable square feet (the "Premises"), in the BNA Corporate Center Building 100, located at 402 BNA Drive, Nashville, Tennessee

The term of the Lease (the "Term") is scheduled to expire on October 31, 2022. The parties now desire to amend the Lease to extend the Term and as otherwise provided herein.

Amendment

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

1 Defined Terms. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings set forth in the Lease.

2 Extension of Term. The Term is hereby extended for a period of twelve (12) full calendar months, commencing on November 1, 2022 and expiring on October 31, 2023 (the "Extension Term"). Accordingly, the Expiration Date under the Lease shall be October 31, 2023. All references in the Lease to "term" or "Term" shall include the Extension Term. Tenant acknowledges and agrees that it has no further rights or options to extend the term of the Lease or expand the Premises.

3 Minimum Annual Rent. During the Extension Term, Tenant shall pay Minimum Annual Rent for the Premises pursuant to the terms of the Lease in the amounts set forth in the table below:

Extension Term	Monthly Installments	Annualized
11/1/2022 - 10/31/2023	\$1,932.00	\$23,184.00

This rent schedule does not include any operating expense pass-through adjustments, which shall be computed and collected in accordance with the Lease.

4. Condition of Premises. Tenant acknowledges and agrees that Landlord shall have no obligation to make or pay for any improvements to the Premises in connection with this Amendment and Tenant accepts the Premises in their "AS IS" condition.

5. Brokers. Landlord and Tenant each represents and warrants to the other that it has not employed or worked with any broker, agent, or finder in connection with this Amendment other than Buck Blair with Cushman & Wakefield, which represents Landlord ("Landlord's Broker"). Landlord shall pay the fees and/or commissions to Landlord's Broker pursuant to the terms of a separate agreement. Landlord and Tenant each agrees to indemnify, defend and hold harmless the other and their directors, officers and employees from and against all threatened or asserted claims, liabilities, costs and damages (including reasonable attorneys' fees and disbursements) which may occur as a result of a breach of this representation and warranty.

6. Confidentiality. Except as may be required by law, Tenant shall not disclose the terms of this Amendment to any third party, other than to Tenant's consultants or advisors who agree to maintain the confidentiality of such information, without the prior written consent of Landlord.

7. Tenant's Representations. Tenant hereby represents and warrants to Landlord that, as of the Effective Date (a) the Lease, as amended hereby, is in full force and effect and Tenant is in possession of the Premises, (b) to Tenant's actual knowledge, each of Landlord and Tenant has fully performed all of its respective obligations under the Lease, and (c) to Tenant's actual knowledge, there are no events of default by Landlord or Tenant under the Lease, as amended hereby, and no existing condition, circumstance or matter exists which with notice or the passage of time or both will become a default by Landlord or Tenant under the Lease, as amended hereby.

8. Miscellaneous. Except as expressly modified herein, the terms and conditions of the Lease are hereby ratified and confirmed and shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. This Amendment may be executed by .pdf file (or similar copy) sent by e-mail, and such transmission shall be valid and binding to the same extent as if it were an original. All references to the "Lease" contained in the Lease or in this Amendment shall hereafter be deemed to refer to the Lease, as amended by this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written

LANDLORD

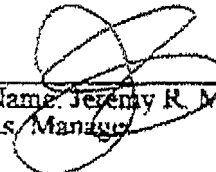
CCP PROPERTY OWNER NASHVILLE I, LLC.
a Delaware limited liability company

By CCP Mezzanine Nashville I, LLC
a Delaware limited liability company, its Manager

By CCP Nashville I, LLC
a Virginia limited liability company, its Manager


By CCP Manager Nashville I, LLC
a Virginia limited liability company, its
Manager

By Continental Capital Partners, L.L.C. a
Virginia limited liability company,
its Manager

By 
Name: Jeremy R. McLendon
Its Manager

TENANT

HEART AND SOUL HOSPICE, LLC,
a Tennessee limited liability company

By 
Name: ANDRE L. LEE
Title: ADMINISTRATOR

Item 1E., Overview

Attachment 1ER

List of Licensed Hospice Agencies in Proposed Service Area by County

Sumner County

Number of Agencies Licensed for County: 9

1. Adoration Hospice (fka Hospice Advantage) (Davidson) (License No. 00000616) (State ID 19704)
2. Alive Hospice (Davidson) (License No. 00000324) (State ID 19624)
3. Amedisys Hospice (Central Pike) (Davidson) (License No. 00000332) (State ID 19604)
4. Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson) (License No. 00000326) (State ID 19674)
5. Avalon Hospice (Davidson) (License No. 00000369) (State ID 19694)
6. Caris Healthcare (Robertson) (License No. 00000607) (State ID 74624)
7. Comfort Care Hospice of Middle Tennessee (Robertson) (License No. 00000521) (State ID 74614)
8. Highpoint Hospice (TN In Home Partners II, LLC) (Sumner) (License No. 00000370) (State ID 83614)
9. Aveanna Hospice (Williamson) (License No. 00000366) (State ID 83614)

Williamson County

Number of Agencies Licensed for County: 11

1. Adoration Hospice (fka Hospice Advantage) (Davidson) (License No. 00000616) (State ID 19704)
2. Alive Hospice (Davidson) (License No. 00000324) (State ID 19624)
3. Amedisys Hospice (Central Pike) (Davidson) (License No. 00000332) (State ID 19604)
4. Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson) (License No. 00000326) (State ID 19674)
5. Avalon Hospice (Davidson) (License No. 00000369) (State ID 19694)
6. Caris Healthcare (Davidson) (License No. 00000606) (State ID 19714)
7. Kindred Hospice (Davidson) (License No. 00000346) (State ID 19684)
8. Tennessee Quality Hospice (Madison) (License No. 00000329) (State ID 57615)
9. Caris Healthcare (Rutherford) (License No. 00000605) (State ID 75624)
10. Aveanna Hospice (Williamson) (License No. 00000366) (State ID 83614)
11. Guardian Hospice of Nashville, LLC (Williamson) (License No. 00000603) (State ID 94614)

Wilson County

Number of Agencies Licensed for County: 10

1. Adoration Hospice (fka Hospice Advantage) (Davidson) (License No. 00000616) (State ID 19704)
2. Alive Hospice (Davidson) (License No. 00000324) (State ID 19624)
3. Amedisys Hospice (Central Pike) (Davidson) (License No. 00000332) (State ID 19604)
4. Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson) (License No. 00000326) (State ID 19674)
5. Avalon Hospice (Davidson) (License No. 00000369) (State ID 19694)
6. Kindred Hospice (Davidson) (License No. 00000346) (State ID 19684)
7. Caris Healthcare (Robertson) (License No. 00000607) (State ID 74624)
8. Caris Healthcare (Rutherford) (License No. 00000605) (State ID 75624)
9. Highpoint Hospice (TN In Home Partners II, LLC) (Sumner) (License No. 00000370) (State ID 83614)
10. Aveanna Hospice (Williamson) (License No. 00000366) (State ID 83614)

Item 4E., Project Cost Chart

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4E. PROJECT COST CHART

A.	Construction and equipment acquired by purchase:	
1.	Architectural and Engineering Fees	<u>0</u>
2.	Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	<u>\$ 30,000.00</u>
3.	Acquisition of Site	<u>0</u>
4.	Preparation of Site	<u>0</u>
5.	Total Construction Costs	<u>0</u>
6.	Contingency Fund	<u>0</u>
7.	Fixed Equipment (Not included in Construction Contract)	<u></u>
8.	Moveable Equipment (List all equipment over \$50,000 as separate attachments)	<u>0</u>
9.	Other (Specify) _____	<u></u>
B.	Acquisition by gift, donation, or lease:	
1.	Facility (inclusive of building and land)	<u>\$ 9,660</u>
2.	Building only	<u>0</u>
3.	Land only	<u>0</u>
4.	Equipment (Specify) _____	<u>0</u>
5.	Other (Specify) _____	<u>0</u>
C.	Financing Costs and Fees:	
1.	Interim Financing	<u>0</u>
2.	Underwriting Costs	<u>0</u>
3.	Reserve for One Year's Debt Service	<u>0</u>
4.	Other (Specify) _____	<u>0</u>
D.	Estimated Project Cost (A+B+C)	<u>\$ 39,660</u>
E.	CON Filing Fee	<u>\$ 3,000</u>
F.	Total Estimated Project Cost (D+E)	<u>\$ 42,660</u>
	TOTAL	<u>\$ 42,660</u>

Item 2N., Service Area

Page 11R

service area to better meet the needs of minority patients in these counties. The service area map is included as Attachment 2N, and identifies both the applicant’s existing service area and the proposed service area.

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

Unit Type: <input type="checkbox"/> Procedures <input type="checkbox"/> Cases <input checked="" type="checkbox"/> Patients <input type="checkbox"/> Other (Specify): _____		
Service Area Counties	Historical Utilization Most Recent Year (Year=7/1/21-6/30/22)	% of Total
Davidson	46	98.9%
Robertson	1	2.0%
Rutherford	2	4.1%
Total	49	100%

Note: The historical utilization for Heart and Soul Hospice in this chart is based on the current service area counties of Davidson, Robertson, and Rutherford, for the period of July 1, 2021 through June 30, 2022, which is the reporting period corresponding to the 2022 Joint Annual Report.

Unit Type: <input type="checkbox"/> Procedures <input type="checkbox"/> Cases <input checked="" type="checkbox"/> Patients <input type="checkbox"/> Other (Specify): _____		
Service Area Counties	Projected Utilization Most Recent Year (Year=2024)	% of Total
Sumner	10	15.4%
Williamson	40	61.5%
Wilson	15	23.1%
Total	65	100%

Note: The projected utilization for Heart and Soul Hospice in this chart is based on the newly proposed service area counties of Sumner, Williamson, and Wilson, for the first full year of projected utilization in 2024.

Unit Type: <input type="checkbox"/> Procedures <input type="checkbox"/> Cases <input checked="" type="checkbox"/> Patients <input type="checkbox"/> Other (Specify): _____		
Service Area Counties	Projected Utilization Most Recent Year (Year=2024)	% of Total
Davidson	300	70.6%
Robertson	25	5.9%
Rutherford	35	8.2%
Sumner	10	2.4%
Williamson	40	9.4%
Wilson	15	3.5%
Total	425	100%

Note: The projected utilization for Heart and Soul Hospice in this chart is based on both the current service area counties of Davidson, Robertson, and Rutherford, plus the newly proposed service area counties of Sumner, Williamson, and Wilson, for the first full year of projected utilization in 2024.

- 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:

Item 5N., Service Area Historical Utilization

Pages 17R and 18R

Source: 2021-2022 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

Source: 2021-2022 Joint Annual Reports

		Hospice Utilization for Providers Licensed to Serve Proposed Service Area No. of Patients Served by Race WILSON COUNTY							
Parent Office	Agency	2021 Patients				2022 Patients			
		W	B	O	%B	W	B	O	%B
Davidson	Adoration Hospice (fka Hospice Advantage)	39	0	0	0%	27	3	0	10%
Davidson	Alive Hospice	249	19	10	6.8%	253	30	8	10.3%
Davidson	Amedisys Hospice (Central Pike)*	3	0	2	0%	10	0	0	0%
Davidson	Amedisys Hospice an Adventa Co (Woodland/Royal)	63	6	5	8.1%	116	5	17	3.6%
Davidson	Avalon Hospice	296	14	32	4.1%	360	8	8	2.1%
Davidson	Kindred Hospice	1	0	1	0%	12	2	0	14.3%
Davidson	Caris Healthcare	1	0	0	0%	4	0	0	0%
Madison	Tennessee Quality Hospice	0	0	0	0%	0	0	0	0%
Robertson	Caris Healthcare	0	0	0	0%	0	0	0	0%
Robertson	Comfort Care Hospice of Middle Tennessee	0	0	0	0%	0	0	0	0%
Rutherford	Caris Healthcare	13	2	1	12.5%	23	1	2	3.8%
Sumner	Highpoint Hospice (TN In Home Partners II, LLC)	6	1	0	14.3%	6	1	0	14.3%
Williamson	Aveanna Hospice**	13	2	7	9.1%	20	1	1	4.5%
Williamson	Guardian Hospice of Nashville, LLC	0	0	0	0%	0	0	0	0%
TOTAL		684	44	58	5.6%	831	51	36	5.6%

*Aseracare Hospice

**Willowbrook Hospice

Financial Data for Providers Licensed to Serve Proposed Service Area (2020)				
Hospice	Total Net Revenue	Total Patients	Net Charge (Net Revenue/Patient)	Total Charity
Adoration Hospice (fka Hospice Advantage) (Davidson)	\$5,759,889	378	\$15,237.80	\$0
Alive Hospice (Davidson)	\$24,664,111	2,926	\$8,429.29	\$327,373
Amedisys Hospice (Central Pike)* (Davidson)	\$4,082,087	206	\$19,815.96	\$4,483
Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)	\$3,575,355	437	\$8,181.59	\$17,128
Avalon Hospice (Davidson)	\$88,850,764	6,232	\$14,257.18	\$486,690
Kindred Hospice (Davidson)	\$8,393,303	532	\$15,776.89	\$750
Caris Healthcare (Davidson)	\$17,099,448	1,307	\$13,082.97	\$224,120
Tennessee Quality Hospice (Madison)	\$12,841,939	726	\$17,688.62	\$14,230
Caris Healthcare (Robertson)	\$3,983,795	355	\$11,221.96	\$12,983
Comfort Care Hospice of Middle Tennessee (Robertson)	\$687,840	91	\$7,558.68	\$0
Caris Healthcare (Rutherford)	\$7,716,667	795	\$9,706.50	\$22,579

Highpoint Hospice (TN In Home Partners II, LLC) (Sumner)	\$3,673,467	389	\$9,443.36	\$0
Aveanna Hospice** (Williamson)	\$9,460,362	1,121	\$8,439.22	\$27,970
Guardian Hospice of Nashville, LLC (Williamson)	\$3,752,569	256	\$14,658.47	\$14,000
Applicant	Net Revenue	Total Patients	Net Charge	Total Charity
Heart and Soul Hospice	N/A	N/A	N/A	N/A

Source: 2020 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

Financial Data for Providers Licensed to Serve Proposed Service Area (2021)				
Hospice	Total Net Revenue	Total Patients	Net Charge (Net Revenue/Patient)	Total Charity
Adoration Hospice (fka Hospice Advantage) (Davidson)	\$7,404,332	415	\$17,841.76	\$36,752
Alive Hospice (Davidson)	\$23,906,513	3,149	\$7,591.78	\$622,223
Amedisys Hospice (Central Pike)* (Davidson)	\$891,827	74	\$12,051.72	\$0
Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)	\$4,132,280	416	\$9,933.37	\$52,603
Avalon Hospice (Davidson)	\$91,960,080	6,159	\$14,931.01	\$521,580
Kindred Hospice (Davidson)	N/A	395	N/A	\$0
Caris Healthcare (Davidson)	\$17,508,002	1,368	\$12,798.25	\$58,624
Tennessee Quality Hospice (Madison)	\$15,589,735	887	\$17,575.80	\$10,828
Caris Healthcare (Robertson)	\$3,698,244	330	\$11,206.80	\$18,487
Comfort Care Hospice of Middle Tennessee (Robertson)	\$1,199,820	169	\$7,099.53	\$17,373
Caris Healthcare (Rutherford)	\$9,176,030	845	\$10,859.21	\$31,470
Highpoint Hospice (TN In Home Partners II, LLC) (Sumner)	\$3,342,711	396	\$8,441.20	\$0
Aveanna Hospice** (Williamson)	\$8,969,717	1,235	\$7,262.93	\$0
Guardian Hospice of Nashville, LLC (Williamson)	\$5,041,370	314	\$16,055.32	\$0
Applicant	Net Revenue	Total Patients	Net Charge	Total Charity
Heart and Soul Hospice	N/A	N/A	N/A	N/A

Source: 2021 Joint Annual Reports

N/A = Information Not Provided in JAR

*Aseracare Hospice

**Willowbrook Hospice

Financial Data for Providers Licensed to Serve Proposed Service Area (2022)				
Hospice	Total Net Revenue	Total Patients	Net Charge (Net Revenue/Patient)	Total Charity
Adoration Hospice (fka Hospice Advantage) (Davidson)	\$9,509,780	591	\$16,091.00	\$14,237
Alive Hospice (Davidson)	\$21,485,534	3,163	\$6,792.77	\$414,673
Amedisys Hospice (Central Pike)* (Davidson)	\$2,171,412	255	\$8,515.34	\$2,199
Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)	\$3,694,539	554	\$6,668.84	\$3,456
Avalon Hospice (Davidson)	\$80,579,206	6,176	\$13,047.15	\$571,879
Kindred Hospice (Davidson)	\$4,802,746	399	\$12,036.96	\$14,250
Caris Healthcare (Davidson)	\$16,996,480	1,398	\$12,157.71	\$33,102
Tennessee Quality Hospice (Madison)	\$18,627,936	984	\$18,930.83	\$79,402
Caris Healthcare (Robertson)	\$3,154,939	253	\$12,470.11	\$19,474
Comfort Care Hospice of Middle Tennessee (Robertson)	\$2,271,426	259	\$8,769.98	\$13,029

Item 3C., Effects of Competition and/or Duplication

Page 22R

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

Response: Even though there are other hospice agencies available in the proposed service area, the applicant does not feel the addition of the 3 proposed counties to its existing 3 county service area will have any significant adverse effects on other agencies. In the tables included in this application, the applicant's charges compare favorably to the charges of other area hospice agencies. Of the 14 hospice agencies serving Sumner, Williamson and Wilson counties, Heart and Soul Hospice has charges that are lower than all but 5 of the agencies. Operating in counties adjacent to the proposed service area has also demonstrated to the applicant that there is a need for it to operate in the proposed counties.

Attachment 3C contains letters of support from the community.

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

Response: The applicant currently has the staff necessary to provide services for the patients in the 3 counties currently served by its existing hospice agency. With the addition of the 3 proposed counties, it will need to increase staff incrementally to meet the needs of the additional patient served. The applicant anticipates adding 5 direct patient care positions to meet the needs of the additional patients from the proposed counties. The applicant currently meets the licensing guidelines of the State of Tennessee Health Facilities Commission for licensing as well as the accreditation standards for the Community Health Accreditation Program ("CHAP").

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

Response: The applicant is currently licensed by the Health Facilities Commission and accredited by CHAP. Attachment 5C contains a copy of applicant's CHAP Certificate of Accreditation. As such, it complies, and will continue to comply with, all regulations concerning clinical leadership, physician supervision, quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education.

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

- Project Only
 Total Facility

Item 6C., Historical and Projected Data Charts

Page 23R

HISTORICAL DATA CHART

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

	Year 2021	Year 2022	YTD 4/23
A. Utilization Data			
Specify Unit of Measure: Patient Days	1,125	5,156	3,835
B. Revenue from Services to Patients			
1. Inpatient Services	\$0	\$0	\$0
2. Outpatient Services	\$176,430	\$853,768	\$654,996
3. Emergency Services	\$0	\$0	\$0
4. Other Operating Revenue (Specify) _____	\$0	\$0	\$0
Gross Operating Revenue	\$176,430	\$853,768	\$654,996
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	\$0	\$11,853	\$15,989
2. Provision for Charity Care	\$0	\$0	\$0
3. Provisions for Bad Debt	\$0	\$3,612	\$2,440
Total Deductions	\$0	\$15,465	\$18,429
NET OPERATING REVENUE	\$176,430	\$869,233	\$673,425

Please note that 2023 is a partial year through April 2023, the last month of data available at time of filing.

- Project Only
 Total Facility

PROJECTED DATA CHART

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

	Year 2023	Year 2024
A. Utilization Data		
Specify Unit of Measure: Patient Days	18,319	28,926
B. Revenue from Services to Patients		
1. Inpatient Services	\$0	\$0
2. Outpatient Services	\$3,216,724	\$5,180,953
3. Emergency Services	\$0	\$0
4. Other Operating Revenue (Specify) _____	\$0	\$0
Gross Operating Revenue	\$3,216,724	\$5,180,953
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	\$11,853	\$15,989
2. Provision for Charity Care	\$0	\$0
3. Provisions for Bad Debt	\$3,612	\$2,440
Total Deductions	\$15,465	\$18,429
NET OPERATING REVENUE	\$3,232,189	\$5,199,382

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

Item 7C., Project Charges

Page 24R

	Previous Year to Most Recent Year	Most Recent Year	Year One 2023 (partial year)	Year Two 2024	% Change (Current Year to Year 2)
Gross Charge (Gross Operating Revenue/Utilization Data)	\$176,430	\$853,768	\$3,216,724	\$5,180,953	61.06%
Deduction from Revenue (Total Deductions/Utilization Data)	N/A	\$15,465	\$64,310	\$94,526	47.0%
Utilization Data - Patient Days	5,156	3,835	18,319	28,926	57.9%
Average Net Charge (Net Operating Revenue/Utilization Data)	\$34	\$219	\$172	\$176	2.3%

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

Response: The proposed charges are listed above. The applicant does not anticipate any adjustment to current charges as a result of the implementation of the proposed project. Any difference in charges is fairly minimal and is the result of increased expenses and not the expansion of the service area. The applicant anticipates revenue of \$3,216,724 in the first year of operation of the project (a partial year) and revenue of \$5,180,953 in the second year of operation of the project for the project only.

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

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

Response: Please see chart below for a list of net charges for the hospice facilities in the applicant's service area. Applicant's net charge for 2022 of \$120.59 compares favorably to other service area hospice agencies. Of the 14 other hospice providers operating in the service area, it is lower than 9 of them.

Item 9C., Proposed Charges

Pages 8R, 22R, 24R, and 25R

and Soul Hospice] with an understanding and sensitivity of both the cultural and spiritual needs of the population they serve will be of great benefit to our community.”

Quality Standards: Heart and Soul Hospice is accredited by Community Health Accreditation Program (“CHAP”) and follows its quality standards. Each key performance area - patient centered care, safe care delivery, and sustainable organizational structure, has standards and evidence guidelines. The applicant annually files a Joint Annual Report, QAPI Report, and, additionally, requests family satisfaction surveys upon the discharge of a loved one. In the surveys, families cite to Heart and Soul Hospice as being “a higher caliber of a care team than most,” and a provider that provides a quick “passion response time, [and] attention to detail.”

Consumer Advantage:

Choice:

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

Affordability:

There is clearly an advantage to consumers if those patient populations that are currently not receiving access to a necessary health care service such as hospice, have access to a provider who understands their specific needs and hesitancy in accessing such services. Mistrust of the medical profession in general and knowledge about hospice organizations are two of the reasons that the African American community has been reluctant to use hospice services. Per the provided news articles in Attachment 4N, patient education is particularly key and it is helpful when hospice agencies are “run by people who look like the patients they serve.” (Hospice News, *Heart and Soul Hospice Works to Improve Utilization Among Underserved Populations* (Jan. 7, 2022)). The choice of Heart and Soul Hospice will improve access and availability of a necessary health care service to a vulnerable patient population. In addition, Heart and Soul Hospice is one of the most affordable options in the area. Of the 14 hospice agencies serving Sumner, Williamson and Wilson counties, Heart and Soul Hospice has charges that are lower than all but 5 of the agencies.

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

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

Response: Even though there are other hospice agencies available in the proposed service area, the applicant does not feel the addition of the 3 proposed counties to its existing 3 county service area will have any significant adverse effects on other agencies. In the tables included in this application, the applicant's charges compare favorably to the charges of other area hospice agencies. Of the 14 hospice agencies serving Sumner, Williamson and Wilson counties, Heart and Soul Hospice has charges that are lower than all but 5 of the agencies. Operating in counties adjacent to the proposed service area has also demonstrated to the applicant that there is a need for it to operate in the proposed counties.

Attachment 3C contains letters of support from the community.

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

Response: The applicant currently has the staff necessary to provide services for the patients in the 3 counties currently served by its existing hospice agency. With the addition of the 3 proposed counties, it will need to increase staff incrementally to meet the needs of the additional patient served. The applicant anticipates adding 5 direct patient care positions to meet the needs of the additional patients from the proposed counties. The applicant currently meets the licensing guidelines of the State of Tennessee Health Facilities Commission for licensing as well as the accreditation standards for the Community Health Accreditation Program ("CHAP").

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

Response: The applicant is currently licensed by the Health Facilities Commission and accredited by CHAP. Attachment 5C contains a copy of applicant's CHAP Certificate of Accreditation. As such, it complies, and will continue to comply with, all regulations concerning clinical leadership, physician supervision, quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education.

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

- Project Only
 Total Facility

	Previous Year to Most Recent Year	Most Recent Year	Year One 2023 (partial year)	Year Two 2024	% Change (Current Year to Year 2)
Gross Charge (Gross Operating Revenue/Utilization Data)	\$176,430	\$853,768	\$3,216,724	\$5,180,953	61.06%
Deduction from Revenue (Total Deductions/Utilization Data)	N/A	\$15,465	\$64,310	\$94,526	47.0%
Utilization Data - Patient Days	5,156	3,835	18,319	28,926	57.9%
Average Net Charge (Net Operating Revenue/Utilization Data)	\$34	\$219	\$172	\$176	2.3%

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

Response: The proposed charges are listed above. The applicant does not anticipate any adjustment to current charges as a result of the implementation of the proposed project. Any difference in charges is fairly minimal and is the result of increased expenses and not the expansion of the service area. The applicant anticipates revenue of \$3,216,724 in the first year of operation of the project (a partial year) and revenue of \$5,180,953 in the second year of operation of the project for the project only.

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

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

Response: Please see chart below for a list of net charges for the hospice facilities in the applicant's service area. Applicant's net charge for 2022 of \$120.59 compares favorably to other service area hospice agencies. Of the 14 other hospice providers operating in the service area, it is lower than 9 of them.

**Net Charge/Patient Day
Service Area Hospice Agencies - 2022**

Hospice	2022 Net Revenue	2022 Patient Days	Net Charge (Net Revenue/Patient Days)
Adoration Hospice (fka Hospice Advantage) (Davidson)	\$9,509,780	56,488	\$168.35
Alive Hospice (Davidson)	\$21,485,534	132,898	\$161.67
Amedisys Hospice (Central Pike)* (Davidson)	\$2,171,412	20,036	\$108.38
Amedisys Hospice an Adventa Co (Woodland/Royal) (Davidson)	\$3,694,539	36,180	\$102.12
Avalon Hospice (Davidson)	\$80,579,206	541,143	\$148.91
Kindred Hospice (Davidson)	\$4,802,746	30,068	\$159.73
Caris Healthcare (Davidson)	\$16,996,480	142,397	\$119.36
Tennessee Quality Hospice (Madison)	\$18,627,936	89,644	\$207.80
Caris Healthcare (Robertson)	\$3,154,939	24,157	\$130.60
Comfort Care Hospice of Middle Tennessee (Robertson)	\$2,271,426	12,937	\$175.58
Caris Healthcare (Rutherford)	\$9,103,318	74,456	\$122.26
Highpoint Hospice (TN In Home Partners II, LLC) (Sumner)	\$3,562,278	32,026	\$111.23
Aveanna Hospice** (Williamson)	\$9,772,454	109,792	\$89.01
Guardian Hospice of Nashville, LLC (Williamson)	\$4,224,132	11,088	\$380.96
Applicant	2022 Net Revenue	2022 Patient Days	Net Charge
Heart and Soul Hospice	\$326,915	2,711	\$120.59

Source: 2022 Joint Annual Reports

*Aseracare Hospice

**Willowbrook Hospice

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.

Response: Please see table below for the projected payor mix for the project only. Because the patient population is primarily aged 65 and older, the majority of the patients are expected to be Medicare patients. The applicant also anticipates that 10% of the patients will be Medicaid/TennCare patients. These will be either TennCare patients who are younger than 65 or TennCare/Medicaid patients who are in nursing homes who are in need of hospice services.

Item 10C., Payor Mix Chart

Page 26R

**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	\$ 2,737,608.12	87.5%	\$ 4,409,274.62	87.5%
TennCare/Medicaid	\$ 312,869.50	10%	\$ 503,917.10	10%
Commercial/Other Managed Care				
Self-Pay	\$78,217.38	2.5%	\$125,979.28	2.5%
Other (Specify) _____				
Total*	\$ 3,128,695.00	100%	\$ 5,039,171.00	100%
Charity Care	\$ 7,500.00		\$ 7,500.00	

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

Attachment

Additional Letters of Support



June 3, 2023

Karen Love
Heart & Soul Hospice
402 BNA Dr. STE 305
Nashville, TN 37217-2507

Dear Ms. Love:

As a collaborative partner in the community of Nashville, we wish to write this letter of support for your grant application. Heart & Soul Hospice offers needed end of life services to individuals who might not otherwise receive such care in Davidson County and are planning to submit a grant that will allow expansion of their services to Wilson, Williamson, and Sumner Counties. Your collaboration with Meharry Medical College has allowed our medical students to fulfill the mission of the College to serve the underserved and to provide community services where needed. Our students have provided volunteer community service in your organization for more than two years and they speak enthusiastically about the difference they are making in the patient's lives and in their own. They state it has improved their empathy, compassion as well as their communication skills. The relationship has given our future doctors a firsthand look at what quality care at the end of life looks like, which can only serve them well in their future endeavors.

Thank you for sharing your organization's expansion plans. As a community organization that includes our students to assist and advance community resources emulating Meharry's mission in the community is laudable. I am pleased to provide this letter of support and trust that your application will be approved.

As you continue with the application process, please know that the College is behind your endeavor and will assist you as we are able.

Best Regards,

Digna Forbes, MD
Interim Dean of the SOM



IRIS

MEDICAL GROUP

May 30th, 2023

Iris Medical Group
9019 Overlook Blvd
Suite C1-B
Brentwood, TN 37027
P: (615) 274-9767
jparker@irismedicalgroup.com

Dear Mr. Grant,

I am writing in support of Mr. David Turner and his application for an expanded certificate of need for Heart-N-Soul Hospice to offer care in Williamson, Wilson, and Sumner counties. My company Iris Medical Group, provides in-home healthcare and have had the opportunity to not only meet Heart-N-Soul Hospice's CEO Dave Turner, but also refer several patients to them. Their communication, timely response including same day, and compassionate care provided by consistent nurses and aides are just a few of the reasons they have become a Hospice company we trust for our patients and families. As a result of these reasons, it is our pleasure to appeal to the committee to grant the current application for Heart-N-Soul Hospice in the counties mentioned. In addition, our practice serves a diverse patient base in the proposed expanded service areas, as well. It seems to me an obvious decision to grant certification to Heart-N-Soul Hospice due to their mission serving the underserved patient population. We are pleased to offer support to this application and pledge to do all we can to guarantee its success.

Warmly,

Joel Parker, MD





May 23, 2023

Iris Medical Group
9019 Overlook Blvd
Suite C1-B
Brentwood, TN 37027
(615) 274-9767
olu@irismedicalgroup.com

Logan Grant
Executive Director
Tennessee Health Services and Development Agency

Dear Mr. Grant,

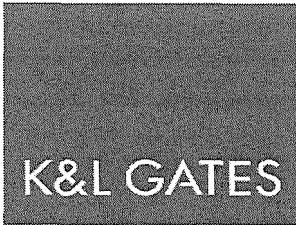
I am writing in support of Mr. David Turner and his application for an expanded certificate of need for Heart and Soul Hospice to offer care in Williamson, Wilson, and Sumner counties. My company, Iris Medical Group providing in home healthcare services has had the opportunity to not only meet Heart N Soul Hospice's CEO Dave Turner but also refer several patients to them. Their communication, timely response time including same day and compassionate care provided by consistent nurses and aides are just a few of the reasons they have become a Hospice company we trust for our patients and families. Because of these reasons, make it our pleasure to appeal to the committee to grant the current application for Heart and Soul Hospice in the counties mentioned. In addition, our practice serves a diverse patient base in the proposed expanded service areas as well. It seems to me an obvious decision to grant certification to Heart and Soul Hospice due to their mission serving the underserved patient population. We are pleased to offer support to this application and pledge to do all we can to guarantee its success.

Warmly,

A handwritten signature in black ink, appearing to read "OLAMIDE", written in a cursive style.

Olamide Akingbemi, MD





July 6, 2023

Kim H. Looney
Partner
Kim.Looney@kigates.com

T +1 615 780 6727

Mr. Thomas Pitt
Health Planner
Health Facilities Commission
Andrew Jackson State Office Building, 9th Floor
502 Deaderick Street, Nashville, TN 37243

**Re: Certificate of Need Application CN2306-016
Heart and Soul Hospice, LLC**

Dear Mr. Pitt:

Attached please find responses to your July 3, 2023, request for additional information regarding Heart and Soul Hospice, LLC’s application for a Certificate of Need for the expansion and initiation of the provision of hospice services in the following counties: Sumner, Williamson, and Wilson.

1. Item 6N., Applicant’s Historical and Projected Utilization

The applicant’s response to Supplemental #1, Question 7, Item 6N is noted. It appears that the % Change in Patient Days from Year 1 to Year 2 for Routine Home Care is not calculated correctly. Please revise the table and resubmit in a supplemental response. No replacement pages are needed.

Response: Please find revised table for Year 1 - Year 2 Projections below.

Hospice Levels of Care	Patients Year 1	Patient Days Year 1	Patients Year 2	Patient Days Year 2	Total Patients Year 1- Year 2	Total Patient Days Year 1- Year 2	% Change Patients Year 1- Year 2	% Change Patient Days Year 1- Year 2
Routine Home Care	213	14,526	337	22,936	550	37,462	58.2%	57.9%
General Inpatient Care	2	165	4	260	6	425	100.0%	57.6%

Continuous Home Care	27	1,814	42	2,865	69	4,679	55.6%	57.9%
Respite Care	27	1,814	42	2,865	69	4,679	55.6%	57.9%
Total	269	18,319	425	28,926	694	47,245	58.0%	57.9%

2. Item 6C., Historical and Projected Data Charts

The revised Historical and Projected Data Charts are noted. However, there appear to be calculation errors for the following:

Historical Data Chart

2022 Net Operating Revenue: \$838,303

2023 Net Operating Revenue: \$636,567

Projected Data Chart

Year 1 (2023) Net Operating Revenue: \$3,201,259

Year 2 (2024) Net Operating Revenue: \$5,162,524

Please ensure that the Gross Operating Revenue presented in both the Historical and Projected Data Charts match the amount represented in response to the Item 10C. Payor Mix Table on Page 26R..

Please revise and resubmit Page 23R (labeled as Page 23R2).

Response: The Historical and Projected Data Charts have been revised and a new page 23 is included with these responses as Page 23R2.

3. Item 7C., Project Charges

The Project Charge-chart submitted on Page 24R should include historical charges for the applicant calculated per patient day for each of the three categories - Gross Charge, Deductions from Revenue and Average Net Charge. It also must match any revisions to Item 6C - Historical and Projected Data Charts per the previous supplemental question. Please revise and resubmit the Project Charges chart on Page 24R (labeled as Page 24R2).

Response: The Project Charge Chart has been revised and a new page 24 is included with these responses as Page 24R2.

4. Item 10C., Payor Mix Chart

The revised Payor Mix Chart on Page 26R does not match gross revenue for Year 1 (2023) or Year 2 (2024) in 6C Projected Data Chart. Please revise and resubmit Page 26R (labeled as Page 26R2).

Response: The Payor Mix Chart has been revised and a new page 26 is included with these responses as Page 26R2.

Please respond to the following service specific criteria questions as an attachment labeled Attachment 1N-Supplemental #2.

5. Item 1N., Project Specific Criteria, County Need Standard (Hospice), Item #17 Need Formula

The response to Criterion #17 on Page 15R is noted. However, please also present the need formula for the service area counties at the 80% (.411) of the statewide median hospice penetration rate for the application.

Discuss whether this is met for section i. of this criterion: "There is a need shown for at least 40 additional hospice service recipients in each of the new counties being added to the existing service area". Please revise and resubmit Attachment 1N, Page 15R (labeled as Attachment 1NR2, Page 15R2).

Response: The response to Criterion #17 has been revised and a new page 15 is included with these responses as Attachment 1NR2, Page 15R2. Based on the hospice penetration rate, there is no demand for additional hospice services in the proposed service area. However, the applicant is focusing on the minority patient population which is typically underserved as described elsewhere in the application. Focusing on this patient population through education as described elsewhere in the application will contribute to the orderly development of health care in the proposed counties. The applicant has provided letters of support with the application.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Kim H. Looney

Enclosure

AFFIDAVIT

STATE OF TENNESSEE COUNTY
OF DAVIDSON

NAME OF FACILITY: Heart and South Hospice, LLC

I, Kim Harvey Looney, 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.

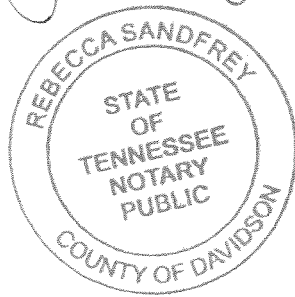
Kim H. Looney
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 6th day of July, 2023, witness my hand at office in the County of Davidson, State of Tennessee.

Rebecca Sandfrey
NOTARY PUBLIC

My commission expires May 5, 2025.

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Item 6C., Historical and Projected Data Charts

Page 23R2

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.

	Year 2021	Year 2022	YTD 4/23
A. Utilization Data			
Specify Unit of Measure: Patient Days	1,125	5,156	3,835
B. Revenue from Services to Patients			
1. Inpatient Services	\$0	\$0	\$0
2. Outpatient Services	\$176,430	\$853,768	\$654,996
3. Emergency Services	\$0	\$0	\$0
4. Other Operating Revenue (Specify) _____	\$0	\$0	\$0
Gross Operating Revenue	\$176,430	\$853,768	\$654,996
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	\$0	\$11,853	\$15,989
2. Provision for Charity Care	\$0	\$0	\$0
3. Provisions for Bad Debt	\$0	\$3,612	\$2,440
Total Deductions	\$0	\$15,465	\$18,429
NET OPERATING REVENUE	\$176,430	\$838,303	\$636,567

Please note that 2023 is a partial year through April 2023, the last month of data available at time of filing.

Project Only
 Total Facility

PROJECTED DATA CHART

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

	Year 2023	Year 2024
A. Utilization Data		
Specify Unit of Measure: Patient Days	18,319	28,926
B. Revenue from Services to Patients		
1. Inpatient Services	\$0	\$0
2. Outpatient Services	\$3,216,724	\$5,180,953
3. Emergency Services	\$0	\$0
4. Other Operating Revenue (Specify) _____	\$0	\$0
Gross Operating Revenue	\$3,216,724	\$5,180,953
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	\$47,967	\$77,257
2. Provision for Charity Care	\$7,500	\$7,500
3. Provisions for Bad Debt	\$7,320	\$11,790
Total Deductions	\$62,787	\$96,547
NET OPERATING REVENUE	\$3,153,937	\$5,084,406

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.

Item 7C., Project Charges

Page 24R2

Project Only Chart

	Previous Year to Most Recent Year	Most Recent Year 2022	Year One 2023	Year Two 2024	% Change (Current Year to Year 2)
Gross Charge (<i>Gross Operating Revenue/Utilization Data</i>)	\$156.83	\$165.59	\$175.59	\$179.11	8.16%
Deduction from Revenue (<i>Total Deductions/Utilization Data</i>)	N/A	\$3.00	\$3.43	\$3.34	11.33%
Utilization Data - Patient Days	1,125	5,156	18,319	28,926	461.02%
Average Net Charge (<i>Net Operating Revenue/Utilization Data</i>)	\$156.83	\$162.59	\$172.16	\$175.77	8.11%

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

Response: The proposed charges are listed above. The applicant does not anticipate any adjustment to current charges as a result of the implementation of the proposed project. Any difference in charges is fairly minimal and is the result of increased expenses and not the expansion of the service area. The applicant anticipates revenue of \$3,216,724 in the first year of operation of the project and revenue of \$5,180,953 in the second year of operation of the project for the project only.

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

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

Response: Please see chart below for a list of net charges for the hospice facilities in the applicant's service area. Applicant's net charge for 2022 of \$120.59 compares favorably to other service area hospice agencies. Of the 14 other hospice providers operating in the service area, it is lower than 9 of them.

Item 10C., Payor Mix Chart

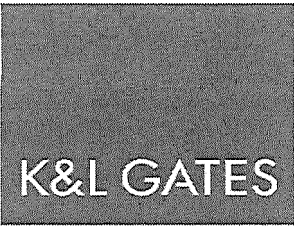
Page 26R2

than 65 or TennCare/Medicaid patients who are in nursing homes who are in need of hospice services.

**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	\$ 2,814,633.50	87.5%	\$ 4,533,333.88	87.5%
TennCare/Medicaid	\$ 321,672.40	10%	\$ 518,095.30	10%
Commercial/Other Managed Care				
Self-Pay	\$80,418.10	2.5%	\$129,523.82	2.5%
Other (Specify) _____				
Total*	\$ 3,216,724.00	100%	\$ 5,180,953.00	100%
Charity Care	\$ 7,500.00		\$ 7,500.00	

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



July 10, 2023

Kim H. Looney
Partner
Kim.Looney@klgates.com

T +1 615 780 6727

Mr. Thomas Pitt
Health Planner
Health Facilities Commission
Andrew Jackson State Office Building, 9th Floor
502 Deaderick Street, Nashville, TN 37243

**Re: Certificate of Need Application CN2306-016
Heart and Soul Hospice, LLC**

Dear Mr. Pitt:

Attached please find responses to your July 7, 2023, request for additional information regarding Heart and Soul Hospice, LLC’s application for a Certificate of Need for the expansion and initiation of the provision of hospice services in the following counties: Sumner, Williamson, and Wilson.

Please respond to the following service specific criteria questions as an attachment labeled Attachment 1N-Supplemental #3.

1. Item 1N., Project Specific Criteria, County Need Standard (Hospice), Item #17 Need Formula

The response to Criterion #17 on Page 15R2 is noted. However, the data does not appear to match the most recent TDH publication, which is attached for reference. Please utilize the data included with this email to complete the need / surplus for each county in the service area. Please revise and resubmit Attachment 1NR2, Page 15R2 (labeled as Attachment 1NR3, Page 15R3).

Response: The response to Criterion #17 has been revised and a new page 15 is included with these responses as Attachment 1NR3, Page 15R3.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Kim H. Looney". The signature is written in a cursive style with a prominent initial "K" and a long, sweeping underline.

Kim H. Looney

Enclosure

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Davidson

NAME OF FACILITY: Heart and Soul Hospice, LLC

I, Kim Harvey Looney, 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.

Kim Harvey Looney Attorney
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 10th day of July, 2023, witness my hand at office in the County of Davidson, State of Tennessee.

Rebecca Sandfrey
NOTARY PUBLIC

My commission expires May 5, 2025.

HF-0043

Revised 7/02

