



**State of Tennessee**  
**Health Services and Development Agency**

Andrew Jackson, 9<sup>th</sup> Floor, 502 Deaderick Street, Nashville, TN 37243  
[www.tn.gov/hsda](http://www.tn.gov/hsda) Phone: 615-741-2364 Fax: 615-741-9884

August 1, 2020

Kim Looney  
Waller Landon Dortch & Davis, LLP  
511 Union Street , Suite 2700  
Nashville TN 37219

RE: Certificate of Need Application – Heart and Soul Hospice - CN2007-025

For the establishment of a Hospice agency with a principal office located at 402 BNA Drive, Suite 305, Nashville (Davidson County), TN 37217. The applicant is owned by Heart and Soul Hospice, LLC. The estimated project cost is \$104,082.

Dear Ms. Looney:

This is to acknowledge the receipt of supplemental information to your application for a Certificate of Need. Please be advised that your application is now considered to be complete by this office.

Your application is being forwarded to Trent Sansing at the Tennessee Department of Health, Division of Policy, Planning, and Assessment for Certificate of Need review. You may be contacted by Mr. Sansing or someone from his office for additional clarification while the application is under review by the Department. Mr. Sansing's contact information is [Trent.Sansing@tn.gov](mailto:Trent.Sansing@tn.gov) or 615-253-4702.

In accordance with Tennessee Code Annotated, §68-11-1607, et seq., as amended by Public Chapter 780, the 60-day review cycle for this project began on August 1, 2020. The first 60 days of the cycle are assigned to the Department of Health, during which time a public hearing may be held on your application. You will be contacted by a representative from this Agency to establish the date, time and place of the hearing should one be requested. At the end of the 60-day period, a written report from the Department of Health or its representative will be forwarded to this office for Agency review. You will receive a copy of their findings. The Health Services and Development Agency will review your application on October 28, 2020.

Ms. Looney

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Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

1. No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.
2. All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have questions or require additional information, please contact me.

Sincerely,

Logan G. Grant  
Executive Director

cc: Trent Sansing, TDH/Health Statistics, PPA



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MEMORANDUM

TO: Trent Sansing, CON Director  
Office of Policy, Planning and Assessment  
Division of Health Statistics  
Andrew Johnson Tower, 2nd Floor  
710 James Robertson Parkway  
Nashville, Tennessee 37243

FROM: Logan G. Grant  
Executive Director

DATE: August 1, 2020

RE: Certificate of Need Application  
Heart and Soul Hospice, LLC  
- CN2007-025

Please find enclosed an application for a Certificate of Need for the above-referenced project.

This application has undergone initial review by this office and has been deemed complete. It is being forwarded to your agency for a sixty (60) day review period to begin on August 1, 2020 and end on October 1, 2020.

Should there be any questions regarding this application or the review cycle, please contact this office.

Enclosure

cc: Kim Looney





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502 Deaderick Street  
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  
(Name of Newspaper)  
Davidson, Robertson  
and Rutherford  
of general circulation in counties, Tennessee, on or before July 10, 2020  
(County) (Month/Day) (Year)  
for one day.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Heart and Soul Hospice a hospice  
(Name of Applicant) (Facility Type-Existing)  
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

for [PROJECT DESCRIPTION BEGINS HERE]:  
the establishment of a Hospice agency serving Davidson, Robertson and Rutherford counties at 402 Corporate Drive, Nashville, Tennessee 37017. There are no beds or major medical equipment involved with this project. No other health services will be initiated or discontinued. It is estimated the project cost is anticipated to be approximately \$275,000.

The anticipated date of filing the application is: July 15, 2020  
The contact person for this project is Kim H. Looney Attorney  
(Contact Name) (Title)  
who may be reached at: Waller Landen Dortch & Davis LLP 511 Union Street, Suite 2700  
(Company Name) (Address)  
Nashville TN 37219 615 / 850-8722  
(City) (State) (Zip Code) (Area Code) / (Phone Number)  
Kim H. Looney July 10, 2020 Kim.Looney@wallerlaw.com  
(Signature) (Date) (Email-Address)

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

**Health Services and Development Agency  
Andrew Jackson Building, 9<sup>th</sup> Floor  
502 Deaderick Street  
Nashville, Tennessee 37243**

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



**CERTIFICATE OF NEED APPLICATION**

**SECTION A: APPLICANT PROFILE**

<b>1. <u>Name of Facility, Agency, or Institution</u></b>			
Heart and Soul Hospice			
Name			
402 BNA Corporate Dr Suite 305		Davidson	
Street or Route		County	
Nashville	TN	37217	
City	State	Zip Code	
Website address: None			
<p><i>Note: The facility's name and address <b>must be</b> the name and address of the project and <b>must be</b> consistent with the Publication of Intent.</i></p>			
<b>2. <u>Contact Person Available for Responses to Questions</u></b>			
Kim Looney		Attorney	
Name		Title	
Waller Lansden Dortch & Davis, LLP		Kim.Looney@wallerlaw.com	
Company Name		Email address	
511 Union Street, Ste 2700	Nashville	TN	37219
Street or Route	City	State	Zip Code
Attorney	615-850-8722	615-244-6804	
Association with Owner	Phone Number	Fax Number	

**NOTE:**

Please answer all questions on 8½" X 11" white paper, clearly typed and spaced, single or double-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 A.1, A.2, etc. The last page of the application should be a completed signed and notarized affidavit.**

### 3. EXECUTIVE SUMMARY

#### A. Overview

Please provide an overview not to exceed three pages in total explaining each numbered point.

- 1) Description – Address the establishment of a health care institution, initiation of health services, bed complement changes, and/or how this project relates to any other outstanding but unimplemented certificates of need held by the applicant;

**Response:** Heart and Soul Hospice, LLC, a Tennessee limited liability company, is seeking to establish a home care/hospice institution and to initiate hospice care services in three counties in the Middle Tennessee area: Davidson, Rutherford and Robertson. The applicant has no outstanding and unimplemented CONs.

- 2) Ownership structure;

**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.

David Turner, a 50% owner of the Applicant, is also a minority owner of CNS Hospice, whose headquarters and business is located in Troy, Michigan. He has successfully operated hospice since 2010 throughout the Southeast Michigan area, focusing on the African American population

Andre' L. Lee, DPA, a 25% owner of the Applicant, is a retired hospital Administrator, former hospice owner and currently an adjunct professor at Purdue Global University and Southern New Hampshire University, teaching healthcare focused classes in leadership, organization, human resources and economics. Dr. Lee was one of the original owners of Friendship Hospice of Nashville, the 1<sup>st</sup> African American owned hospice in Nashville, created in the early 90's. He was one of the owners for approximately a dozen years, until it was sold to a larger company.

Reverend Sandy McClain, a 25% owner of the Applicant, is an active minister of Mt. Calvary Baptist Church in Madison. He is familiar with African American parishioners, as his congregation is predominantly African American. He understands their fears of hospice services and unwillingness to use such services. He is confident that with the proper education on the benefits of hospice services, more African Americans will avail themselves of this necessary service for their family members.

1) Service area;

**Response:** Our service area is limited to three counties: Davidson, Rutherford and Robertson. Our administrative office location is central to all three and affords easy access for our staff to meet the needs of any patients, family or staff. If necessary to meet the health care needs of the patient population, the applicant may establish a branch office in North Nashville in close proximity to Meharry Medical College and Nashville General Hospital. The applicant believes it can be a significant asset to both of these entities that serve a minority and underserved population.

2) Existing similar service providers;

**Response:** There are 15 hospice providers in our proposed service area but we believe we can enhance the service to African Americans, Hispanic and other minority and underinsured persons by forming a relationship of faith and trust focused on reducing the hesitancy of the African American community so often associated with terminal care through a very robust educational program.

Dr. McClain has already begun our effort in this regard with many religious denominations such as the Mt. Calvary Baptist Church and Clark United Methodist Church. This will be anchored by an active program of webinars, digital meetings, and on site presentations.

3) Project cost;

**Response:** The initial project costs are estimated at approximately \$100,000 over a period of 12 months. The costs are reasonable. Initial funding will come from the cash reserves of Mr. David Turner, one of the principals of the Applicant.

4) Funding;

**Response:** The project will be funded with the assets of Mr. David Turner. A letter from his banker regarding his assets has been included elsewhere with this application.

5) Financial Feasibility including when the proposal will realize a positive financial margin; and

**Response:** The primary fixed cost of the project is the office lease. The lease is estimated to be \$1,850/month or \$22,200/annually for approximately 900 square feet. As shown on the Project Costs Chart, the overall costs of the project are just over \$100,000. The costs of the project are low and the majority of the fixed costs will be paid out of operations of the agency. The applicant anticipates having a positive cash flow no later than the end of the first 18 months of operation.

8) Staffing.

**Response:** The Applicant is prepared to hire all necessary staff to meet State, Federal and National Association for Home Care and Hospice (NAHC) and Community Health Accreditation Partner (CHAP) requirements and guidelines. Owners have the necessary experience to train and supervise necessary personnel in the hospice area. The applicant believes it will have no difficulty in recruiting and retaining all of the qualified personnel from the proposed service area.

Some of the requirements of the NAHC regarding personnel that the applicant intends to follow include: operating as an equal opportunity employer and complying with all applicable laws, rules and regulations; providing ongoing evaluation process for employees; hiring employees who are qualified and using them at the level of their competency; providing supervision; providing continuing education and in-service training for employees; and hiring adequate staff to meet the needs of the patients they serve.

A personalized plan of care will be developed for each patient with input from family and caregivers. The interdisciplinary team on the hospice side will include nurses, physician, aides, social workers, counselors, ministers and spiritual support counselors, as well as therapists and dieticians, all as necessary to meet the health care needs of a particular patient.

The initial staffing will follow traditional patterns of hospice staffing necessary to meet patient volume and includes a CEO, DON, Medical Director, Pastor, Social Worker, home health aides, therapists, and nurses, among other necessary personnel.

**B. 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, can be economically accomplished and maintained, will provide health care that meets appropriate quality standards, and will contribute to the orderly development of adequate and effective health care in the service area.

Provide a brief description of how the project meets the criteria necessary for granting a CON using the data and information points provided in Section B of the application.

1) Need;

**Response:** As shown in tables in Section B of the application, the African American population does not utilize hospice services at the same rate as its white counterparts. This population deserves the same access and focus as other populations. The Applicant will focus on providing hospice services to the underserved and minority community irrespective of race. Because the principals are African American, the applicant feels it is in a better position to meet the needs of this community than other hospice agencies. The only African American owned hospice in Tennessee is in west Tennessee. Goshen Hospice, (CN1809-042), which plans to focus on the African American community, was approved in Memphis to serve Shelby County as well as a significant number of the surrounding counties.

Principals of the Applicant have developed a relationship with many area providers and community agencies to ensure appropriate continuity of care. This is also manifested in the applicant's connection to key faith-based community entities. The applicant believes, as a minority owned entity, it will be successful because to serve the African American population requires a collaborative relationship with the religious community and other community providers and leaders in both an educational way and a service rendering, which it is uniquely positioned to provide.

2) Economic Feasibility;

**Response:** The costs to establish a hospice agency are low because it is the type of institution because, unlike a hospital, it does not require a brick and mortar facility to provide services to the patients. Instead of the patients coming to a facility for services, the hospice staff goes to the patients to provide services. Therefore, only rental space of less than 900 square feet is needed to provide the services. The funding for start-up and carrying costs until the project is generating cash, will be provided by Mr. David Turner, one of the members of the applicant. Based on the projections for utilization for the proposed hospice agency, the application anticipates it will have positive cash flow no later than 18 months after the project is implemented.

3) Quality Standards;

**Response:** The applicant plans to be accredited by CHAP and will follow 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 (KPA) has standards and evidence guidelines. Some of the standards are: ensuring there is a defined process to report alleged violations involving mistreatment, neglect, or abuse; having an interdisciplinary group to facilitate ongoing assessment of patient and family need and developing and implementing a care plan; ensuring that care and services such as nursing, medical social, and physician are provided in a manner consistent with accepted standards of practice; providing effective infection prevention and control processes; and ensuring that there is adequate staffing with personnel who have the knowledge, skills, and experience necessary to deliver safe, quality, patient-centered care to the patients.

4) Orderly Development to adequate and effective health care.

**Response:** The African American population does not receive hospice services at the same rate as their white counterparts. Part of this is due to the mistrust of the African American community to hospice services, and the belief that to receive these services means you are giving up on life. The applicant plans to focus significant marketing and education efforts and resources on this patient population to ensure that they begin to see the value of hospice services. The applicant has been successful doing so with its hospice provider in Michigan. In general, this population is underserved, so striving to serve this population will provide much needed hospice services. Because the population is not currently being adequately served, as demonstrated in this application, the approval of the application should potentially only have minimal adverse effects on the existing providers. The application will have a positive effect on the service area by meeting an unmet need for hospice services for the African American community.

**C. Consent Calendar Justification**

If Consent Calendar is requested, please provide the rationale for an expedited review.

A request for Consent Calendar must be in the form of a written communication to the Agency's Executive Director at the time the application is filed.

**Response:** Not applicable.

**4. SECTION A: PROJECT DETAILS**

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

Heart and Soul Hospice, LLC	313-673-7098
Name	Phone Number
2921 Cherrybark Court	Davidson
Street or Route	County
Hermitage	TN
City	State
	37076-3095
	Zip Code

**B. Type of Ownership of Control (Check One)**

- |                                 |       |                              |                                     |
|---------------------------------|-------|------------------------------|-------------------------------------|
| 1) Sole Proprietorship          | _____ | 6) Government (State of TN   | _____                               |
| 2) Partnership                  | _____ | or Political Subdivision)    |                                     |
| 3) Limited Partnership          | _____ | 7) Joint Venture             | _____                               |
| 4) Corporation (For Profit)     | _____ | 8) Limited Liability Company | <input checked="" type="checkbox"/> |
| 5) Corporation (Not-for-Profit) | _____ | 9) 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 web-site at <https://tnbear.tn.gov/ECommerce/FilingSearch.aspx>. **Attachment Section A-4AB.**

**Response:** See copy of Articles of Organization included as Attachment Section A-4AB.

**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 whose members are 50% by David Turner (50%), Sandy McClain, Min (25%), and Andre' L. Lee, DPA (25%). See Organizational Chart included as Attachment Section A-4AB.

Mr. Turner is a minority owner and operator of CNS Hospice based in Troy, Michigan. Reverend McClain has been a resident of Nashville all his life and Pastor of the Mt. Calvary Baptist Church since 2008. He has been an active community member involved in numerous community projects. Andre Lee spent most of his career as a hospital Administrator, including as CEO of the former Meharry Hubbard Hospital. He established several hospices during his 45 plus career in health care, one in Tennessee, Friendship Hospice of Nashville, as well as in the Michigan area. He was an owner of Friendship Hospice for around a dozen years, and when he moved to Michigan, the hospice was sold to a larger provider of hospice services. When he moved back to Tennessee, he sold his ownership interest in the Michigan hospice. He currently lives and continues to contribute to the Tennessee healthcare community.

All principals of Heart & Soul Hospice are African Americans, and will be owners of this agency in the State of Tennessee. A review of the recent "Master Files" created from hospice joint annual

reports indicates that with the exception of a recent hospice established in the Memphis area, there is a lack of African American presence in ownership and participation in Board of Director leadership. Of the 15 hospices serving the three target counties, none have African American ownership, while one has 3 African Americans on its board and one has one African American Board member. Because of the mistrust of the African American patient population to this service, the applicant feels that a minority owned and operated hospice will be better able to educate this population as to the benefits of hospice.

The applicant is fully committed to maintaining hospice as a service and educational resource to the African American and minority community and to work at improving awareness of access to the vital services of hospice and palliative care.

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

NONE  
Name \_\_\_\_\_

Street or Route \_\_\_\_\_ County \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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 methodology and schedule. For facilities with existing management agreements, attach a copy of the fully executed final contract. Attachment Section A-5.***

**6A. Legal Interest in the Site**

*(Check the appropriate line and submit the following documentation)*

*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)  
Submit 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)

**Check appropriate line above:** For applicants or applicant's parent company/owner that currently own the building/land for the project location, attach a copy of the title/deed. For applicants or applicant's parent company/owner that currently lease the building/land for the project location, attach a copy of the fully executed lease agreement. For projects where the location of the project has not been secured, attach a fully executed document including Option to Purchase Agreement, Option to Lease Agreement, or other appropriate documentation. Option to Purchase Agreements **must include** anticipated purchase price. Lease/Option to Lease Agreements **must include** the actual/anticipated term of the agreement **and** actual/anticipated lease expense. The legal interests described herein **must be valid** on the date of the Agency's consideration of the certificate of need application.

**Attachment Section A-6A**

**Response:** See copy of lease included as Attachment Section A-6A.

**6B.** Briefly describe the following and attach the requested documentation on an 8 1/2" x 11" sheet of white paper, legibly labeling all requested information.

- 1) Plot Plan **must include**:
  - a) Size of site (*in acres*);
  - b) Location of structure on the site;
  - c) Location of the proposed construction/renovation; and
  - d) Names of streets, roads or highway that cross or border the site.

**Response:** The site at 402 BNA Drive is 12.01 acres. The subject property is Lot 2 on the plat, which can be found on the left side of the plot plan included as Attachment Section 6B-1. The property is bounded on the west by Briley Parkway, on the south by Corporate Drive, on the east by BNA Drive, and on the north by Knights of Columbus Boulevard. The property was platted as part of the Consolidation Plat for Metropolitan Nashville Airport

Authority of record as Instrument 20140624-0054937 in June 2014.

2) Floor Plan - If the facility has multiple floors, submit one page per floor. If more than one page is needed, label each page.

- a) Patient care rooms (private or semi-private)
- b) Ancillary areas
- c) Equipment areas
- d) Other (specify)

**Response:** See floor plan included as Attachment Section 6B-2.

3) 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 Section A-6B-1 a-d, 6B-2, 6B-3.**

**Response:** Because the hospice clinical staff travels to the patients and the patients do not have to travel to receive treatment, the existence of convenient public transportation routes is not applicable for patients, although the site provides easy access to the staff.

**7. Type of Institution (Check as appropriate--more than one response may apply)**

- |  |        |  |       |
|--|--------|--|-------|
| A. Hospital (Specify)_____   | _____  | H. Nursing Home  | _____ |
| B. Ambulatory Surgical Treatment<br>Center (ASTC), Multi-Specialty             | _____  | I. Outpatient Diagnostic Center                                | _____ |
| C. ASTC, Single Specialty  | _____  | J. Rehabilitation Facility                                     | _____ |
| D. Home Health Agency  | _____  | K. Residential Hospice   | _____ |
| E. Hospice   | X_____ | L. Non-Residential Substitution-<br>Based Treatment Center For | _____ |
| F. Mental Health Hospital  | _____  | Opiate Addiction   | _____ |
| G. Intellectual Disability<br>Institutional Habilitation Facility<br>(ICF/IID) | _____  | M. Other (Specify)   | _____ |

**8. Purpose of Review (Check appropriate lines(s) -- more than one response may apply)**

- |   |        |   |       |
|---|--------|---|-------|
| A. Establish New Health Care<br>Institution   | X_____ | G. MRI Unit Increase                          | _____ |
| B. Change in Bed Complement   | _____  | H. Satellite Emergency Department             | _____ |
| C. Initiation of Health Care Service<br>as Defined in TCA 68-11-1607(4)<br>(Specify) <u>Hospice</u> | X_____ | I. Addition of ASTC Specialty                 | _____ |
| D. Relocation and/or Replacement  | _____  | J. Addition of Therapeutic<br>Catheterization | _____ |
| E. Initiation of MRI  | _____  | K. Other (Specify) _____                      | _____ |
| F. Initiation of Pediatric MRI  | _____  |   |       |

**9. Medicaid/TennCare, Medicare Participation**

MCO Contracts [Check all that apply] The applicant will apply for participation in all MCOs.

AmeriGroup  United Healthcare Community Plan  BlueCare  TennCare Select

Medicare Provider Number: To be applied for

Medicaid Provider Number: To be applied for

Certification Type: \_\_\_\_\_

**If a new facility, will certification be sought for Medicare and/or Medicaid/TennCare?**

Medicare  Yes \_\_\_ No \_\_\_ N/A    Medicaid/TennCare  Yes \_\_\_ No \_\_\_ N/A

**10. Bed Complement Data**

A. Please indicate current and proposed distribution and certification of facility beds.

Response: Not applicable.

	<u>Current Licensed</u>	<u>Beds Staffed</u>	<u>Beds Proposed</u>	<u>*Beds Approved</u>	<u>**Beds Exempted</u>	<u>TOTAL Beds at Completion</u>
1) Medical	_____	_____	_____	_____	_____	_____
2) Surgical	_____	_____	_____	_____	_____	_____
3) ICU/CCU	_____	_____	_____	_____	_____	_____
4) Obstetrical	_____	_____	_____	_____	_____	_____
5) NICU	_____	_____	_____	_____	_____	_____
6) Pediatric	_____	_____	_____	_____	_____	_____
7) Adult Psychiatric	_____	_____	_____	_____	_____	_____
8) Geriatric Psychiatric	_____	_____	_____	_____	_____	_____
9) Child/Adolescent Psychiatric	_____	_____	_____	_____	_____	_____
10) Rehabilitation	_____	_____	_____	_____	_____	_____
11) Adult Chemical Dependency	_____	_____	_____	_____	_____	_____
12) Child/Adolescent Chemical Dependency	_____	_____	_____	_____	_____	_____
13) Long-Term Care Hospital	_____	_____	_____	_____	_____	_____
14) Swing Beds	_____	_____	_____	_____	_____	_____
15) Nursing Home – SNF (Medicare only)	_____	_____	_____	_____	_____	_____
16) Nursing Home – NF (Medicaid only)	_____	_____	_____	_____	_____	_____
17) Nursing Home – SNF/NF (dually certified Medicare/Medicaid)	_____	_____	_____	_____	_____	_____
18) Nursing Home – Licensed (non-certified)	_____	_____	_____	_____	_____	_____
19) ICF/IID	_____	_____	_____	_____	_____	_____
20) Residential Hospice	_____	_____	_____	_____	_____	_____
<b>TOTAL</b>	_____	_____	_____	_____	_____	_____
<i>*Beds approved but not yet in service</i>		<i>**Beds exempted under 10% per 3 year provision</i>				

B. Describe the reasons for change in bed allocations and describe the impact the bed change will have on the applicant facility's existing services. **Attachment Section A-10.**

Response: Not applicable.

C. Please identify all the applicant's outstanding Certificate of Need projects that have a licensed bed change component. If applicable, complete chart below.

Response: Not applicable.

CON Number(s)	CON Expiration Date	Total Licensed Beds Approved

11. Home Health Care Organizations – Home Health Agency, Hospice Agency  
(excluding Residential Hospice), identify the following by checking all that apply:

Response:

	Existing Licensed County	Parent Office County	Proposed Licensed County		Existing Licensed County	Parent Office County	Proposed Licensed County
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lauderdale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bedford	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawrence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Benton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lewis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bledsoe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lincoln	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Blount	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Loudon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bradley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	McMinn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Campbell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	McNairy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cannon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Macon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carroll	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Madison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Marion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheatham	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Marshall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chester	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mauzy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Claiborne	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Meigs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Monroe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cocke	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coffee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Moore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crockett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Morgan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cumberland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Obion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Davidson	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Overton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Decatur	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Perry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DeKalb	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pickett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dickson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Polk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dyer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Putnam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fayette	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rhea	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fentress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Roane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Franklin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Robertson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gibson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rutherford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grainger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sequatchie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greene	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sevier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grundy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shelby	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hamblen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hamilton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stewart	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hancock	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sullivan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hardeman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sumner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hardin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tipton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hawkins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trousdale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Haywood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Unicoi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Van Buren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hickman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Warren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Houston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washington	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Humphreys	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wayne	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Weakley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jefferson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	White	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Johnson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Williamson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Knox	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wilson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				



A. Describe the construction and renovation associated with the proposed project. If applicable, provide a description of the existing building, including age of the building and the use of space vacated due to the proposed project.

**13. MRI, PET, and/or Linear Accelerator**

**Response:** Not applicable.

1. Describe the acquisition of any Magnetic Resonance Imaging (MRI) scanner that is adding a MRI scanner in counties with population less than 250,000 or initiation of pediatric MRI in counties with population greater than 250,000 and/or

2. Describe the acquisition of any Positron Emission Tomographer (PET) or Linear Accelerator if initiating the service by responding to the following:

A. Complete the chart below for acquired equipment.

<input type="checkbox"/> Linear Accelerator	MeV _____	Types:	<input type="checkbox"/> SRS	<input type="checkbox"/> IMRT	
			<input type="checkbox"/> IGRT	<input type="checkbox"/> Other	_____
	Total Cost*:		<input type="checkbox"/> By Purchase	<input type="checkbox"/> By Lease	Expected Useful Life (yrs) _____
	<input type="checkbox"/> New	<input type="checkbox"/> Refurbished	<input type="checkbox"/> If not new, how old? (yrs) _____		
<input type="checkbox"/> MRI	Tesla: _____	Magnet: _____	<input type="checkbox"/> Breast	<input type="checkbox"/> Extremity	
			<input type="checkbox"/> Open	<input type="checkbox"/> Short Bore	
			<input type="checkbox"/> Other _____		
	Total Cost*:		<input type="checkbox"/> By Purchase	<input type="checkbox"/> By Lease	Expected Useful Life (yrs) _____
	<input type="checkbox"/> New	<input type="checkbox"/> Refurbished	<input type="checkbox"/> If not new, how old? (yrs) _____		
<input type="checkbox"/> PET	<input type="checkbox"/> PET only	<input type="checkbox"/> PET/CT	<input type="checkbox"/> PET/MRI		
			<input type="checkbox"/> By Purchase		
	Total Cost*:		<input type="checkbox"/> By Lease	<input type="checkbox"/> By Lease	Expected Useful Life (yrs) _____
	<input type="checkbox"/> New	<input type="checkbox"/> Refurbished	<input type="checkbox"/> If not new, how old? (yrs) _____		

\* As defined by Agency Rule 0720-9-.01(13)

B. In the case of equipment purchase, include a quote and/or proposal from an equipment vendor. In the case of equipment lease, provide a draft lease or contract that at least includes the term of the lease and the anticipated lease payments along with the fair market value of the equipment.

**Response:** Not applicable.

C. Compare lease cost of the equipment to its fair market value. Note: Per Agency Rule, the higher cost must be identified in the project cost chart.

**Response:** Not applicable.

D. Schedule of Operations:

Location	Days of Operation (Sunday through Saturday)	Hours of Operation (example: 8 am – 3 pm)
Fixed Site (Applicant)	24/7	Mon – Friday 9:00 am – 4:00 pm
Mobile Locations (Applicant)		
(Name of Other Location)		
(Name of Other Location)		

E. Identify the clinical applications to be provided that apply to the project.

**Response:** Not applicable.

F. If the equipment has been approved by the FDA within the last five years provide documentation of the same.

**Response:** Not applicable.

**SECTION B: GENERAL CRITERIA FOR CERTIFICATE OF NEED**

In accordance with T.C.A. § 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, can be economically accomplished and maintained, will provide health care that meets appropriate quality standards, and will contribute to the orderly development of health care.” In making determinations, the Agency uses as guidelines the goals, objectives, criteria, and standards provided in the State Health Plan.

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

The following questions are listed according to the four criteria: (1) Need, (2) Economic Feasibility, (3) Quality Standards, and (4) Contribution to the Orderly Development of Health Care. Please respond to each question and provide underlying assumptions, data sources, and methodologies when appropriate.

**QUESTIONS**

**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.**

1. Provide a response to the applicable criteria and standards for the type of institution or service requested. <https://www.tn.gov/hsda/hsda-criteria-and-standards.html>

## 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:** Several of the principals of the applicant have experience in providing hospice services in both Michigan and Tennessee. The principals understand how to recruit the staff necessary to adequately provide the services to the expected patient population. In addition, the service area is limited to Davidson, Rutherford, and Robertson Counties which is a manageable geographic service area in that staff could live in any of the three counties and fairly easily provide services in almost all parts of the other two counties. When necessary, the office of the applicant could be easily accessed.

The applicant will comply 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 staffing guidelines no longer set forth specific staffing numbers but outline the process so each hospice agency can determine an appropriate based on its particular location, type of patients served, and other factors.

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 already been reaching out to the community for assistance in educating the relevant focus patient population and will continue to do so after establishment of the institution and implementation of hospice services. Members of the applicant have been in discussions with several community

leaders. Letters of Support have been received from Senator Brenda Gilmore (TN State Senate, Senator, District 19), Pastor Anthony Waggoner (Jesus Christ the Founder Church), Bishop Marcus A. Campbell (The Church at Mount Carmel), and Earl V. Campbell Jr., MD (Nashville Lung Center, Inc.). All support the benefits of a hospice focused on the African American and minority populations. The applicant anticipates receiving additional letters of support before the application is deemed complete.

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 \$ 159.36 for the first year of operation and \$167.66 for the second year of operation. As shown in the table below, the applicant's charges compare favorably to those of other service area providers, and are lower than almost all of those providers listed.

**Service Area Hospice Agencies  
Net Charge/Patient Day  
2019**

Hospice	2019 Net Revenue	2019 Patient Days	Net Charge (Net Revenue/Patient Day)
Adoration Hospice	\$4,405,940	28,653	\$153.77
Alive Hospice	\$23,722,347	143,472	\$165.34
Amedisys	\$3,478,393	20,272	\$171.59
Aseracare Hospice	\$4,342,899	16,044	\$270.67
Avalon Hospice	\$76,499,025	455,065	\$168.11
Caris Healthcare	\$16,250,558	45,305	\$358.69
Encompass	--	--	--
Kindred Hospice	\$11,108,179	53,987	\$205.76
Tennova HHA & Hosp. (Montgomery)	\$2,615,375	11,613	\$225.21
Caris Healthcare (Robertson)	\$3,678,143	11,170	\$329.29
Comfort Care (Robertson)	\$643,062	4,045	\$158.98
Caris Healthcare (Rutherford)	\$6,908,246	24,287	\$284.44
Highpoint Hospice (Sumner)	\$3,108,995	45,408	\$68.46
Guardian Hospice (Williamson)	\$3,131,594	10,141	\$308.81
Willowbrook (Williamson)	\$9,492,950	59,380	\$159.87

**Source: 2019 Joint Annual Reports**

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 there is not enough focus on providing services to the African American and minority population in the service area, and therefore this patient population is not being adequately served. The applicant intends to serve all patient populations in the proposed service area with an added focus on educating the African American and other minority populations on the benefits of hospice for their loved ones.

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.

**Response:** The applicant plans to work with both community based entities who work with the aging population such as centers that focus on the elderly like Fifty Forward, as well as providers such as Nashville General Hospital and Bordeaux Nursing Home and provide education services so that they are ensuring that all who need such services have access to them. In addition, many of its efforts will be based on outreach to churches who serve primarily the African American community.

b. Details about how the applicant plans to provide this outreach.

**Response:** The applicant will meet with ministers and other community leaders who are in a position of influence with the elderly, including those who are indigent and African American, and provide them with relevant literature so that they can be in a position to understand and explain the benefits of hospice services to both the patients and their family members.

c. Details about how the applicant plans to fundraise in order to provide indigent and/or charity care.

**Response:** The majority of hospice patients are 65 and older. As such, they are covered by Medicare. If they are also indigent, they will generally qualify for TennCare. Therefore, the applicant does not anticipate needing to fundraise in a significant way. It has established a separate Foundation for its hospices in Michigan. If it finds it necessary to establish one in Tennessee, it will do so.

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 plans to be accredited by CHAP and will follow 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 (KPA) has standards and evidence guidelines. The applicant will also provide the HSDA with such information as it reasonably requests related to quality. 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 HSDA and the Department of Health with all such information identified above 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 plans to provide robust training and information 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. It recognizes that referrals need to be timely in order to provide the greatest benefit to those patients in need of hospice services. While pre-COVID, much of this training would have been in person, it is currently necessary for the applicant to adjust its plans. It will provide webinars on relevant topics, speakers for training sessions 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. All of this information and education is intended to benefit 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.

## 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 underutilized, 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 tables and need formula below: *(Please note that at the time of filing the application, the applicant had not yet received the statewide penetration rate and so was unable to calculate demand. It anticipates having this information and being able to include in the supplemental responses.)*

Although the penetration rate provides one way to determine whether or not there is a need for additional hospice services in a service area, perhaps a better method for determining need for this application is to review the extent to which the white population and the black population are served by the existing area hospice agencies.

### Hospice Penetration Rate

County	2017 Patients Served	2018 Patients Served	Mean (A)	2017 Deaths	2018 Deaths	Mean (B)	County Hospice Penetration Rate (C)	Statewide Penetration Median Rate (D)	Demand for Additional Service (E)
Davidson	2,878	2,805	2,842	5,492	5,525	5,509	.52	.444	(419)
Robertson	374	391	383	700	697	699	.55	.444	(74)
Rutherford	977	1,021	999	2,124	2,115	2,120	.47	.444	(55)
<b>TOTAL</b>	<b>4,229</b>	<b>4,217</b>	<b>4,223</b>	<b>8,316</b>	<b>8,337</b>	<b>8,328</b>	<b>.51</b>	<b>.444</b>	<b>(550)</b>

Source: 2017-2018 Joint Annual Reports; Tennessee Dept. of Health, Division of Vital Records and Statistics

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

County	2017 Data			2018 Data		
	Total Deaths	White	Black	Total Deaths	White	Black
Davidson	5,492 (7.9)	3,926 (8.7)	1,480 (7.7)	5,525 (8.0)	3,960 (8.8)	1,469 (7.7)
Robertson	700 (10.0)	640 (10.2)	58 (10.9)	697 (9.8)	631 (9.9)	64 (11.8)
Rutherford	2,124 (6.7)	1,872 (7.6)	213 (4.4)	2,115 (6.5)	1,818 (7.2)	260 (5.1)
<b>STATE</b>	<b>70,069 (10.4)</b>	<b>59,901 (11.4)</b>	<b>9,606 (8.4)</b>	<b>71,074 (10.5)</b>	<b>60,469 (11.4)</b>	<b>10,058 (8.7)</b>

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

As you can see when the utilization by race in the service area in 2018 is compared to the population aged 65 and older for the service area counties, the Black population is not receiving services in the same proportion as the Black population of the county. This demonstrates that this patient population is underutilizing hospice services and needs to have education provided in order to avail itself of this necessary service.

### Patients Served by Service Area Hospice Agencies 2018

	White	Black	Other	% Black
Davidson	2,039	500	266	17.8%
Robertson	345	24	22	6.1%
Rutherford	867	74	80	7.2%

### Population By Service Area County (Age 65+) 2018

	White Population	Black Population	Total County Population	% Black
Davidson	63,120	18,691	84,804	22.04%
Robertson	9,706	643	10,520	6.11%
Rutherford	29,969	2,834	33,972	8.34%

Source: Tennessee Department of Health, Division of PHA

65+ age groups – population count by race for the three counties

<https://www.tn.gov/content/dam/tn/health/documents/population/TN-Population-by-AgeGrp-Sex-Race-Ethnicity-2018.pdf>

**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:** Not applicable.

**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:** Not applicable.

## **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).

**Response:** The Applicant is prepared to hire all necessary staff to meet State, Federal and National Association for Home Care and Hospice (NAHC) and Community Health Accreditation Partner (CHAP) requirements and guidelines. Owners have the necessary experience to train and supervise necessary personnel in the hospice area. The applicant believes it will have no difficulty in recruiting and retaining all of the qualified personnel from the proposed service area.

Some of the requirements of the NAHC regarding personnel that the applicant intends to follow include: operating as an equal opportunity employer and complying with all applicable laws, rules and regulations; providing ongoing evaluation process for employees; hiring employees who are qualified and using them at the level of their competency; providing supervision; providing continuing education and in-service training for employees; and hiring adequate staff to meet the needs of the patients they serve.

The initial staffing will follow traditional patterns of hospice staffing necessary to meet patient volume and includes a CEO, DON, Medical Director, Pastor, Social Worker, home health aides, therapists, and nurses, among other necessary personnel. A personalized plan of care will be developed for each patient with input from family and caregivers. The interdisciplinary team on the hospice side will include nurses, physician, aides, social workers, counselors, ministers and spiritual support counselors, as well as therapists and dieticians, all as necessary to meet the health care needs of a particular patient.

The applicant has already been reaching out to the community for assistance in educating the relevant focus patient population and will continue to do so after establishment of the institution and implementation of hospice services. Members of the applicant have been in discussions with several community leaders. Letters of Support have been received from Senator Brenda Gilmore (TN State Senate, Senator, District 19), Pastor Anthony Waggoner (Jesus Christ the Founder Church), Bishop Marcus A. Campbell (The Church at Mount Carmel), and Earl V. Campbell Jr., MD (Nashville Lung Center, Inc.). The applicant anticipates receiving additional letters of support before the application is deemed complete.

The applicant plans to be accredited by CHAP and will follow 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 (KPA) has standards and evidence guidelines. Some of the standards are: ensuring there is a defined process to report alleged violations involving mistreatment, neglect, or abuse; having an interdisciplinary group to facilitate ongoing assessment of patient and family need and developing and implementing a care plan; ensuring that care and services such as nursing, medical social, and physician are provided in a manner consistent with accepted standards of practice; providing effective infection prevention and control processes; and ensuring that there is adequate staffing with personnel who have the

knowledge, skills, and experience necessary to deliver safe, quality, patient-centered care to the patients.

**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.

**Response:** The applicant believes there is not enough focus on providing services to the African American and minority population in the service area, and therefore this patient population is not being adequately served. The applicant intends to serve all patient populations in the proposed service area with an added focus on educating the African American and minority populations on the benefits of hospice for their loved ones.

**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.

**Response:** As demonstrated elsewhere, the applicant's proposed net charges are reasonable and are less than 2/3 of the other area hospice providers.

**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.

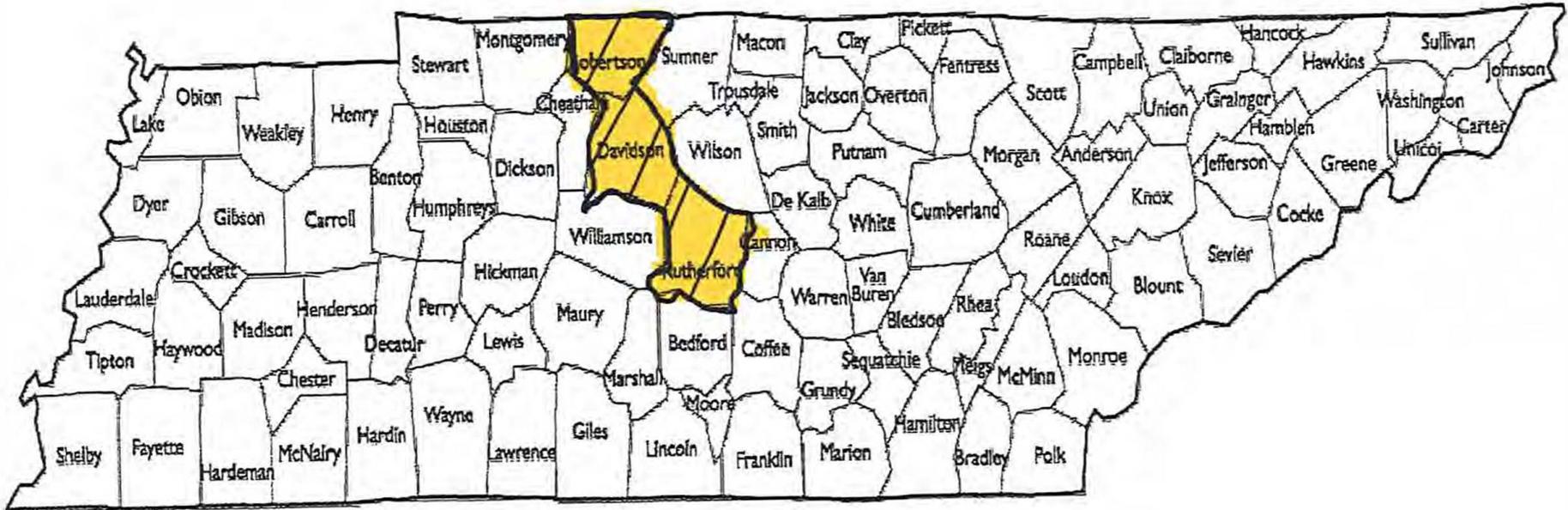
2. Describe how this project relates to existing facilities or services operated by the applicant including previously approved Certificate of Need projects and future long-range development plans.

**Response:** Not applicable.

3. Identify the proposed service area and provide justification for its reasonableness. Submit a county level map for the Tennessee portion of the service area using the map on the following page, 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 Section B - Need-3.**

**Response:** The applicant has identified three counties in middle Tennessee as its service area: Davidson, Robertson and Rutherford. The applicant has ties to this area and identified it as an area in which the African American population is not receiving hospice services at the same utilization rate as its white counterparts. Because of its ties to this area, the applicant feels that with the right amount of focus on this patient population, including significant resources for education, it can make a difference. Please see service area map on the following page.

**COUNTY LEVEL MAP**



**PROPOSED SERVICE AREA**

4. A. 1) Describe the demographics of the population to be served by the proposal.
- 2) Provide the following data for each county in the service area using current and projected population data from the Department of Health (<https://www.tn.gov/content/tn/health/health-program-areas/statistics/health-data/con.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 (<http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>), TennCare Enrollment Data: <https://www.tn.gov/tenncare/information-statistics/enrollment-data.html> \_ Census Bureau Fact Finder: <http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>

Please see table below for demographic characteristics of the service area population. As the table shows, the target population of the age 65+ population is growing at a much faster rate than the overall population in all 3 service area counties as well as the state. Only Robertson County has a median age for the population that is larger than the state at 39.2 compare to 38.9. Only Davidson County has a percentage of persons below the poverty level that is higher than the state. The percentage of TennCare enrollees in each county is less than that of the state.

Demographic Variable/Geographic Area	Department of Health/Health Statistics							Bureau of the Census				TennCare	
	Total Population-Current Year 2020	Total Population-Projected Year 2024	Total Population-% Change	*Target Population-Current Year 2020	*Target Population-Project Year 2024	*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 June 2020	TennCare Enrollees as % of Total
Davidson	715,491	743,578	3.9 %	89,829	100,037	11.4 %	13.5 %	34.5	\$56,507	110,186	15.4 %	137,563	19.2 %
Robertson	72,550	75,704	4.3 %	11,660	13,425	15.1 %	17.7 %	39.2	\$61,774	7,690	10.6 %	13,290	18.3 %
Rutherford	338,405	368,667	8.9 %	38,530	46,415	20.5 %	12.6 %	33.8	\$63,846	35,194	10.4 %	56,017	16.6 %
Service Area Total	1,126,446	1,187,949	5.4 %	140,019	159,877	14.2 %	13.5 %	35.8	\$60,709	153,070	13.6 %	206,870	18.4 %
State of TN Total	6,883,347	7,097,353	3.1 %	1,189,428	1,318,822	10.9 %	18.6 %	38.9	\$50,972	1,053,152	15.3 %	1,449,437	21.1 %

\* Target Population is population that project will primarily serve. For example, nursing home, home health agency, hospice agency projects typically primarily serve the Age 65+ population; projects for child and adolescent psychiatric services will serve the Population Ages 0-17. 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 2019, then default Projected Year is 2023.

**Be sure to identify the target population, e.g., Age 65+, the current year and projected year being used.**

- B. Describe the special needs of the service area population, including health disparities, the accessibility to consumers, particularly 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 that currently have limited utilization of such services. The fact that services are available has no meaning if one does not know what those services are and how to access them. Hospitals have long known that it is not just the lack of insurance that drives health services usage but the educational level of the user. Emergency Rooms continued to be abused with over utilization and inappropriate utilization. The Applicant believes the presentation of appropriate, cultural sensitive educational programs in the right forum will vastly improve the intelligent and appropriate use of health services. The Applicant's goal of providing these appropriate and needed services is consistent with the State Health Plan, and this project will improve the health of underserved Tennesseans.

The Applicant will provide a service currently not generally provided to the African American population by other hospices in the service area, thereby increasing reasonable access to this type of health care for all citizens in the service area. The question of "access" is not necessarily a matter of available resources, but of education and understanding the nature of the service being offered. In many respects the term "hospice" has come to mean giving up on life to the African American population and therefore is frightening to families who don't wish to lose a loved one.

The applicant wants to add to this thinking "celebrating" the life of a loved one BEFORE they leave and preserving their legacy for generations to come. In so doing perhaps we can change the dark image of hospice as a place of last resort and end of life. The development of services by the principals of the Applicant and the filing of this application, is the result of attempts to meet the needs of Tennesseans. Our success will change the whole panorama of hospice services and take it to an entirely new level of utilization. We believe our programs will elevate hospice into an elite category of health provider. There is an unmet need for hospice services for targeted populations in the service area. We do not in any way believe the lack of provision of hospice services to ethnic groups is willful or deliberate. We believe it as much a lack of educational delivery techniques as it is a lack of understanding by the recipients. We hope to improve on this process.

The applicant will serve all persons who qualify for its services, regardless of age, sex, race, income or payor.

5. 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 doesn't apply to projects that are solely relocating a service.

**Response:** Please see tables below for utilization in the service area. Although the number of patients served by hospice agency varies from year to year, the number of patients served has grown slightly from 2017 to 2019 overall. One of the tables also identifies the utilization by hospice agency by county for 2017 to 2019. The number of patients served by race is also shown by agency by county.

Hospice Utilization Licensed Counties % Change by Year						
Parent Office	Agency	2017 Patients	2018 Patients	2017-2018 % Change	2019 Patients	2017-2019 % Change
Davidson	Adoration Hospice	108	152	40.74%	153	41.67%
Davidson	Alive Hospice	2,206	2,011	-8.84%	1,810	-17.95%
Davidson	Amedisys	73	124	69.86%	187	156.16%
Davidson	Aseracare Hospice	112	90	-19.64%	108	-3.57%
Davidson	Avalon Hospice	539	564	4.64%	582	7.98%
Davidson	Caris Healthcare	121	197	62.81%	234	93.39%
Davidson	Encompass	**	**	**	**	**
Davidson	Kindred Hospice	415	449	8.19%	503	21.20%
Montgomery	Tennova HHA & Hos.	4	5	25.00%	1	-75.00%
Robertson	Caris Healthcare	126	106	-15.87%	84	-33.33%
Robertson	Comfort Care	95	79	-16.84%	66	-30.53%
Rutherford	Caris Healthcare	199	215	8.04%	168	-15.58%
Sumner	Highpoint Hospice	16	5	-68.75%	12	-25.00%
Williamson	Guardian Hospice	78	70	-10.26%	64	-17.95%
Williamson	Willowbrook	137	150	9.49%	260	89.78%
	<b>TOTAL</b>	<b>4,229</b>	<b>4,217</b>	<b>-0.28%</b>	<b>4,232</b>	<b>0.07%</b>

Source: 2017-2019 Joint Annual Reports

\*\* = No JAR Filed

Service Area Hospice Utilization Licensed Counties										
Parent Office	Agency	2017 Patients			2018 Patients			2019 Patients		
		Davidson	Robertson	Rutherford	Davidson	Robertson	Rutherford	Davidson	Robertson	Rutherford
Davidson	Adoration Hospice	84	3	21	131	7	14	123	5	25
Davidson	Alive Hospice	1,701	76	429	1,422	122	467	1,225	102	483
Davidson	Amedisys	48	1	24	85	5	34	137	0	50
Davidson	Aseracare Hospice	78	19	15	65	13	12	77	21	10
Davidson	Avalon Hospice	329	40	170	352	42	170	292	69	221
Davidson	Caris Healthcare	121	*	0	197	*	0	234	*	0
Davidson	Encompass	**	*	*	**	*	*	**	*	*
Davidson	Kindred Hospice	308	5	102	365	5	79	428	6	69
Montgomery	Tennova HHA & Hos.	0	4	*	0	5	*	0	1	*
Robertson	Caris Healthcare	1	125	*	2	104	*	0	84	*
Robertson	Comfort Care	4	91	*	5	74	*	3	63	*
Rutherford	Caris Healthcare	2	*	197	0	*	215	0	*	168
Sumner	Highpoint Hospice	10	6	*	3	2	*	7	5	*
Williamson	Guardian Hospice	78	*	*	70	*	*	64	*	*
Williamson	Willowbrook	114	4	19	108	12	30	185	12	63
	<b>TOTAL</b>	2,878	374	977	2,805	391	1,021	2,775	368	1,089

Source: 2017-2019 Joint Annual Reports

\* = Not Licensed

\*\* = No JAR Filed

		Service Area Hospice Utilization (No. of Patients Served by Race) DAVIDSON COUNTY							
		2018 Patients				2019 Patients			
Parent Office	Agency	W	B	O	%B	W	B	O	%B
Davidson	Adoration Hospice	112	15	4	11.5%	107	17	2	13.5%
Davidson	Alive Hospice	1,108	267	47	18.8%	968	223	34	18.2%
Davidson	Amedisys	68	12	5	14.1%	109	24	4	17.5%
Davidson	Aseracare Hospice	10	1	54	1.5%	28	6	43	7.8%
Davidson	Avalon Hospice	283	61	8	17.3%	214	69	9	23.6%
Davidson	Caris Healthcare	158	26	13	13.2%	186	27	21	11.5%
Davidson	Encompass	**	**	**	**	**	**	**	**
Davidson	Kindred Hospice	179	97	89	26.6%	183	130	115	30.4%
Montgomery	Tennova HHA & Hos.	0	0	0	0.0%	0	0	0	0.0%
Robertson	Caris Healthcare	1	0	1	0.0%	0	0	0	0.0%
Robertson	Comfort Care	5	0	0	0.0%	3	0	0	0.0%
Rutherford	Caris Healthcare	0	0	0	0.0%	0	0	0	0.0%
Sumner	Highpoint Hospice	3	0	0	0.0%	7	0	0	0.0%
Williamson	Guardian Hospice	61	9	0	12.3%	52	9	3	14.0%
Williamson	Willowbrook	51	12	45	11.1%	105	23	57	12.4%
<b>TOTAL</b>		2,039	500	266	17.8%	1962	528	288	19.0%

Source: 2018-2019 Joint Annual Reports

\*\* = No JAR Filed

		Service Area Hospice Utilization (No. of Patients Served by Race) ROBERTSON COUNTY							
		2018 Patients				2019 Patients			
Parent Office	Agency	W	B	O	%B	W	B	O	%B
Davidson	Adoration Hospice	6	1	0	14.3%	5	0	0	0.0%
Davidson	Alive Hospice	116	5	1	4.1%	91	11	0	10.8%
Davidson	Amedisys	5	0	0	0.0%	0	0	0	0.0%
Davidson	Aseracare Hospice	3	1	9	7.7%	9	3	9	14.3%
Davidson	Avalon Hospice	41	1	0	2.4%	65	3	1	4.3%
Davidson	Kindred Hospice	1	1	3	20.0%	3	1	2	16.7%
Montgomery	Tennova HHA & Hos.	5	0	0	0.0%	1	0	0	0.0%
Robertson	Caris Healthcare	86	9	9	8.7%	74	7	3	8.3%
Robertson	Comfort Care	68	6	0	8.1%	56	6	1	9.5%
Sumner	Highpoint Hospice	2	0	0	0.0%	5	0	0	0.0%
Williamson	Willowbrook	12	0	0	0.0%	12	0	0	0.0%
<b>TOTAL</b>		345	24	22	6.1%	321	31	16	8.4%

Source: 2018-2019 Joint Annual Reports

		Service Area Hospice Utilization (No. of Patients Served by Race) RUTHERFORD COUNTY							
		2018 Patients				2019 Patients			
Parent Office	Agency	W	B	O	%B	W	B	O	%B
Davidson	Adoration Hospice	12	2	0	14.3%	20	4	1	16.0%
Davidson	Alive Hospice	410	37	20	7.9%	417	47	19	9.7%
Davidson	Amedisys	30	3	1	8.8%	48	2	0	4.0%
Davidson	Aseracare Hospice	2	0	10	0.0%	3	0	7	0.0%
Davidson	Avalon Hospice	149	15	6	8.8%	192	21	8	9.5%
Davidson	Caris Healthcare	0	0	0	0.0%	0	0	0	0.0%
Davidson	Kindred Hospice	40	9	30	11.4%	41	6	22	8.7%
Rutherford	Caris Healthcare	200	8	7	3.7%	150	13	5	7.7%
Williamson	Willowbrook	24	0	6	0.0%	43	4	16	6.3%
<b>TOTAL</b>		867	74	80	7.2%	914	97	78	8.9%

Source: 2018-2019 Joint Annual Reports

6. Provide applicable utilization and/or occupancy statistics for your institution services for each of the past three years and the projected 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 is a new provider so there is no existing utilization. The applicant projects utilization for the first two years following completion of the project as follows:

County	# of Patients	% of Total Patients	Patient Days	% of Total Patient Days
Davidson	137	75%	4,109	75%
Robertson	18	10%	548	10%
Rutherford	27	15%	822	15%
<b>TOTAL</b>	182	100%	5,479	100%

### ECONOMIC FEASIBILITY

The responses to this section of the application will help determine whether the project can be economically accomplished and maintained.

#### 1. Project Cost Chart Instructions

- A. All projects should have a project cost of at least \$15,000 (the minimum CON Filing Fee) (See Application Instructions for Filing Fee).

**Response:** Please see Project Costs Chart.

- B. The cost of any lease (building, land, and/or equipment) should be based on fair market value or the total amount of the lease payments over the initial term of the lease, whichever is greater. Note: This applies to all equipment leases including by procedure or "per click" arrangements. The methodology used to determine the total lease cost for a "per click" arrangement must include, at a minimum, the projected procedures, the "per click" rate and the term of the lease.

**Response:** Please see Option to Lease. The applicant anticipates that the lease will cost \$1,850 per month for an annual cost of \$22,200. The term of the lease is expected to be 2 years, with the cost increasing slightly the second year.

- C. The cost for fixed and moveable equipment includes, but is not necessarily limited to, maintenance agreements covering the expected useful life of the equipment; federal, state, and local taxes and other government assessments; and installation charges, excluding capital expenditures for physical plant renovation or in-wall shielding, which should be included under construction costs or incorporated in a facility lease.

**Response:** Not applicable. The only equipment will be general office furniture and a copier.

- D. The Total Construction Cost reported on line 5 should equal the Total Cost reported on the Square Footage Chart.

**Response:** Not applicable. There are no construction costs.

- E. For projects that include new construction, modification, and/or renovation—**documentation must be** provided from a licensed architect or construction professional that support the estimated construction costs. Provide a letter that includes the following:

- 1) A general description of the project;
- 2) An estimate of the cost to construct the project;
- 3) A description of the status of the site's suitability for the proposed project; and
- 4) Attesting the physical environment will conform to applicable federal standards, manufacturer's specifications and licensing agencies' requirements including the AIA Guidelines for Design and Construction of Hospital and Health Care Facilities or comparable document in current use by the licensing authority.

**Response:** Not applicable.

**PROJECT COST CHART**

A. Construction and equipment acquired by purchase:		
1.	Architectural and Engineering Fees	_____
	Legal, Administrative (Excluding CON Filing Fee),	
2.	Consultant Fees	<u>\$35,000</u>
3.	Acquisition of Site	_____
4.	Preparation of Site	_____
5.	Total Construction Costs	<u>\$1,000</u>
6.	Contingency Fund	_____
7.	Fixed Equipment (Not included in Construction Contract)	_____
	Moveable Equipment (List all equipment over \$50,000 as	
	separate attachments)	
8.		<u>\$2,000</u>
9.	Other (Specify) _____	
B. Acquisition by gift, donation, or lease:		
1.	Facility (inclusive of building and land)	<u>\$51,082</u>
2.	Building only	_____
3.	Land only	_____
4.	Equipment (Specify) _____	
5.	Other (Specify) _____	
C. Financing Costs and Fees:		
1.	Interim Financing	_____
2.	Underwriting Costs	_____
3.	Reserve for One Year's Debt Service	_____
4.	Other (Specify) _____	
D. Estimated Project Cost		
(A+B+C)		<u>\$89,082</u>
E.	CON Filing Fee	<u>\$15,000</u>
F.	Total Estimated Project Cost	
	(D+E)	<u>\$104,082</u>
		<b>TOTAL</b>
		<b>\$104,082</b>

2. Identify the funding sources for this project.

Check the applicable item(s) below and briefly summarize how the project will be financed. ***(Documentation for the type of funding MUST be inserted at the end of the application, in the correct alpha/numeric order and identified as Attachment Section B-Economic Feasibility-2.)***

\_\_\_\_\_ A.. Commercial loan – Letter from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan, and any restrictions or conditions;

\_\_\_\_\_ B. Tax-exempt bonds – Copy of preliminary resolution or a letter from the issuing authority stating favorable initial contact and a conditional agreement from an underwriter or investment banker to proceed with the issuance;

\_\_\_\_\_ C. General obligation bonds – Copy of resolution from issuing authority or minutes from the appropriate meeting;

\_\_\_\_\_ D. Grants – Notification of intent form for grant application or notice of grant award;

\_\_\_\_\_ E. Cash Reserves – Appropriate documentation from Chief Financial Officer of the organization providing the funding for the project and audited financial statements of the organization; and/or

F. Other – Identify and document funding from all other sources.

**Response:** The applicant anticipates that funding will be provided by Mr. David Turner, the 50% member of the applicant. Attached please find included as Attachment Section B, Economic Feasibility--F a letter from the banker for Mr. Turner.

3. Complete Historical Data Charts on the following two pages—**Do not modify the Charts provided or submit Chart substitutions!**

Historical Data Chart(s) provide revenue and expense information for the last *three (3)* years for which complete data is available. The “Project Only Chart” provides information for the services being presented in the proposed project while the “Total Facility Chart” provides information for the entire facility. Complete both, if applicable.

*Note that “Management Fees to Affiliates” should include management fees paid by agreement to the parent company, another subsidiary of the parent company, or a third party with common ownership as the applicant entity. “Management Fees to Non-Affiliates” should include any management fees paid by agreement to third party entities not having common ownership with the applicant.*

**Response:** Not applicable. Since the applicant is a new entity, there is no historical data chart.

## HISTORICAL DATA CHART

**Response:** Not applicable

- Project Only  
 Total Facility

Give information for the last *three (3)* years for which complete data are available for the facility or agency. The fiscal year begins in \_\_\_\_\_ (Month).

	Year	Year	Year
A. Utilization Data Specify Unit of Measure _____	_____	_____	_____
B. Revenue from Services to Patients			
1. Inpatient Services	\$	\$	\$
2. Outpatient Services	_____	_____	_____
3. Emergency Services	_____	_____	_____
4. Other Operating Revenue (Specify) _____	_____	_____	_____
<b>Gross Operating Revenue</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	\$	\$	\$
2. Provision for Charity Care	_____	_____	_____
3. Provisions for Bad Debt	_____	_____	_____
<b>Total Deductions</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>NET OPERATING REVENUE</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
D. Operating Expenses			
1. Salaries and Wages			
a. Direct Patient Care	_____	_____	_____
b. Non-Patient Care	_____	_____	_____
2. Physician's Salaries and Wages	_____	_____	_____
3. Supplies	_____	_____	_____
4. Rent			
a. Paid to Affiliates	_____	_____	_____
b. Paid to Non-Affiliates	_____	_____	_____
5. Management Fees:			
a. Paid to Affiliates	_____	_____	_____
b. Paid to Non-Affiliates	_____	_____	_____
6. Other Operating Expenses (D6)	_____	_____	_____
<b>Total Operating Expenses</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
E. <b>Earnings Before Interest, Taxes and Depreciation</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
F. Non-Operating Expenses			
1. Taxes	\$	\$	\$
2. Depreciation	_____	_____	_____
3. Interest	_____	_____	_____
4. Other Non-Operating Expenses	_____	_____	_____
<b>Total Non-Operating Expenses</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>NET INCOME (LOSS)</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

*Chart Continues Onto Next Page*

<b>NET INCOME (LOSS)</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
G. Other Deductions			
1. Annual Principal Debt Repayment	<b>\$</b>	<b>\$</b>	<b>\$</b>
2. Annual Capital Expenditure			
<b>Total Other Deductions</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>NET BALANCE</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>DEPRECIATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>FREE CASH FLOW (Net Balance + Depreciation)</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

- Project Facility
- Total Only

### HISTORICAL DATA CHART-OTHER EXPENSES

**OTHER OPERATING EXPENSES CATEGORIES (D6)**

	Year	Year	Year
1. <u>Professional Services Contract</u>	<b>\$</b>	<b>\$</b>	<b>\$</b>
2. <u>Contract Labor</u>			
3. <u>Imaging Interpretation Fees</u>			
4.			
5.			
6.			
7.			
<b>Total Other Expenses</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

*\*Total other expenses should equal Line D6 in the Historical Data Chart*

4. Complete Projected Data Charts on the following two pages – **Do not modify the Charts provided or submit Chart substitutions!**

Projected Data Chart(s) provide information for the two years following the completion of the project. The “Project Only Chart” should reflect revenue and expense projections for the project (*i.e.*, if the application is for additional beds, include anticipated revenue from the proposed beds only, not from all beds in the facility). The “Total Facility Chart” should reflect information for the total facility. Complete both, if applicable.

*Note that “Management Fees to Affiliates” should include management fees paid by agreement to the parent company, another subsidiary of the parent company, or a third party with common ownership as the applicant entity. “Management Fees to Non-Affiliates” should include any management fees paid by agreement to third party entities not having common ownership with the applicant.*

**Response:** Please see Projected Data Chart.

**PROJECTED DATA CHART**

Project Only  
 Total Facility

Give information for the two (2) years following the completion of this proposal. The fiscal year begins in January (Month).

		Year 2022	Year 2023
A.	Utilization Specify Unit of Measure <u>Patient Days</u>	Data	
		5,478	6,081
B.	Revenue from Services to Patients		
1.	Inpatient Services	\$	\$
2.	Outpatient Services	\$1,051,776	\$1,228,362
3.	Emergency Services		
4.	Other Operating Revenue (Specify)		
	<b>Gross Operating Revenue</b>	<b>\$1,051,776</b>	<b>\$1,228,362</b>
C.	Deductions from Gross Operating Revenue		
1.	Contractual Adjustments	\$136,731	\$159,687
2.	Provision for Charity Care	\$21,036	\$24,567
3.	Provisions for Bad Debt	\$21,036	\$24,567
	<b>Total Deductions</b>	<b>\$178,802</b>	<b>\$208,822</b>
	<b>NET OPERATING REVENUE</b>	<b>\$872,974</b>	<b>\$1,019,540</b>
D.	Operating Expenses		
1.	Salaries and Wages		
a.	Direct Patient Care	\$433,430	\$476,773
b.	Non-Patient Care	\$123,680	\$136,048
2.	Physician's Salaries and Wages	\$30,800	\$33,880
3.	Supplies	\$147,906	\$162,696
4.	Rent		
a.	Paid to Affiliates		
b.	Paid to Non-Affiliates	\$24,420	\$26,862
5.	Management Fees:		
a.	Paid to Affiliates		
b.	Paid to Non-Affiliates		
6.	Other Operating Expenses-Work Comp; Answer Svc/Phone; Billing; Pharmacist.; Bank Svc Chrg; Legal; Travel	\$66,345	\$72,879
	<b>Total Operating Expenses</b>	<b>\$826,581</b>	<b>\$909,138</b>
E.	<b>Earnings Before Interest, Taxes and Depreciation</b>	<b>\$ 46,394</b>	<b>\$ 110,402</b>
F.	Non-Operating Expenses		
1.	Taxes	\$ 65,015	\$75,635
2.	Depreciation		
3.	Interest		
4.	Other Non-Operating Expenses-CHAPS; Accting/Auditing; Malpractice Ins.	\$22,000	\$22,000
	<b>Total Non-Operating Expenses</b>	<b>\$ 87,015</b>	<b>\$97,635</b>
	<b>NET INCOME (LOSS)</b>	<b>\$ (40,621)</b>	<b>\$ 12,767</b>

Chart Continues Onto Next Page

<b>NET INCOME (LOSS)</b>	<u>\$ (40,621)</u>	<u>\$ 12,767</u>
G. Other Deductions		
1. Estimated Annual Principal Debt Repayment	<u>\$ 0</u>	<u>\$ 0</u>
2. Annual Capital Expenditure	<u>0</u>	<u>0</u>
<b>Total Other Deductions</b>	<u>\$ 0</u>	<u>\$ 0</u>
<b>NET BALANCE</b>	<u>\$ (40,621)</u>	<u>\$ 12,767</u>
<b>DEPRECIATION</b>	<u>\$ 0</u>	<u>\$ 0</u>
<b>FREE CASH FLOW (Net Balance + Depreciation)</b>	<u>\$ (40,621)</u>	<u>\$ 12,767</u>

Project Only  
 Total Facility

### PROJECTED DATA CHART-OTHER EXPENSES

<u>OTHER OPERATING EXPENSES CATEGORIES (D6)</u>	Year 2022	Year 2023
1. <u>Workman's Comp</u>	<u>\$20,587</u>	<u>\$22,645</u>
2. <u>Travel</u>	<u>\$3,300</u>	<u>\$3,630</u>
3. <u>Answering Service/Telephone</u>	<u>\$5,390</u>	<u>\$5,929</u>
4. <u>Billing</u>	<u>\$27,928</u>	<u>\$30,721</u>
5. <u>Pharmacist</u>	<u>\$2,640</u>	<u>\$2,904</u>
6. <u>Bank Service Charges</u>	<u>\$1,000</u>	<u>\$1,000</u>
7. <u>Legal</u>	<u>\$5,500</u>	<u>\$6,050</u>
<b>Total Other Expenses</b>	<u><b>\$66,345</b></u>	<u><b>\$72,879</b></u>

\*Total other expenses should equal Line D6 in the Projected Data Chart

### PROJECTED DATA CHART-OTHER NON-OPERATING EXPENSES

<u>OTHER OPERATING EXPENSES CATEGORIES (D6)</u>	Year 2022	Year 2023
1. <u>CHAPS</u>	<u>\$7,000</u>	<u>\$7,000</u>
2. <u>Accounting/Auditing</u>	<u>\$5,000</u>	<u>\$5,000</u>
3. <u>Malpractice Insurance</u>	<u>\$10,000</u>	<u>\$10,000</u>
<b>Total Other Expenses</b>	<u><b>\$22,000</b></u>	<u><b>\$22,000</b></u>

5. A. Please identify the project's average gross charge, average deduction from operating revenue, and average net charge using information from the Projected Data Chart for Year 1 and Year 2 of the proposed project. Complete Project Only Chart and Total Facility Chart, if applicable.

**Project Only Chart**

	Previous Year to Most Recent Year	Most Recent Year	Year One Year 2022	Year Two Year 2023	% Change (Current Year to Year 2)
<b>Gross Charge</b> ( <i>Gross Operating Revenue/Utilization Data</i> )	N/A	N/A	\$192.00	\$202.00	N/A
<b>Deduction from Revenue</b> ( <i>Total Deductions/Utilization Data</i> )	N/A	N/A	\$32.64	\$34.34	N/A
<b>Average Net Charge</b> ( <i>Net Operating Revenue/Utilization Data</i> )	N/A	N/A	\$159.36	\$167.66	N/A

**Total Facility Chart: Not applicable**

	Previous Year to Most Recent Year	Most Recent Year	Year One Year	Year Two Year	% Change (Current Year to Year 2)
<b>Gross Charge</b> ( <i>Gross Operating Revenue/Utilization Data</i> )	N/A	N/A	N/A	N/A	N/A
<b>Deduction from Revenue</b> ( <i>Total Deductions/Utilization Data</i> )	N/A	N/A	N/A	N/A	N/A
<b>Average Net Charge</b> ( <i>Net Operating Revenue/Utilization Data</i> )	N/A	N/A	N/A	N/A	N/A

- B. 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:** This is a new project so there is no adjustment to current charges. The proposed charges are shown in the table above. As shown on the Projected Data Chart, the applicant anticipates Net Income of \$(40,621) for 2022, the first full year of operation, and Net Income of \$12,767 for 2023, the second year of operation.

- C. Compare the proposed charges to those of similar facilities in the service area/adjoining service areas, or to proposed charges of projects recently approved by the Health Services and Development Agency. 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. As you can see, the applicant's net charge for the first year of operation of \$ 159.36 and \$167.66 for the second year of operation and compares favorably

to other service area hospice agencies. It appears to be lower than most of the hospice agencies in the service area.

**Net Charge/Patient Day  
Service Area Hospice Agencies  
2019**

Hospice	2019 Net Revenue	2019 Patient Days	Net Charge (Net Revenue/Patient Days)
Adoration Hospice (Davidson)*	\$4,405,940	28,653	\$153.77
Alive Hospice (Davidson)*	\$23,722,347	143,472	\$165.34
Amedisys (Davidson)*	\$3,478,393	20,272	\$171.59
Aseracare Hospice (Davidson)*	\$4,342,899	16,044	\$270.67
Avalon Hospice (Davidson)*	\$76,499,025	455,065	\$168.11
Caris Healthcare (Davidson)*	\$16,250,558	45,305	\$358.69
Encompass (Davidson)*	--	--	--
Kindred Hospice (Davidson)*	\$11,108,179	53,987	\$205.76
Tennova HHA & Hosp. (Montgomery)	\$2,615,375	11,613	\$225.21
Caris Healthcare (Robertson)*	\$3,678,143	11,170	\$329.29
Comfort Care (Robertson)*	\$643,062	4,045	\$158.98
Caris Healthcare (Rutherford)*	\$6,908,246	24,287	\$284.44
Highpoint Hospice (Sumner)	\$3,108,995	45,408	\$68.46
Guardian Hospice (Williamson)	\$3,131,594	10,141	\$308.81
Willowbrook (Williamson)	\$9,492,950	59,380	\$159.87
<b>Applicant</b>	<b>2022 Net Revenue</b>	<b>2022 Patient Days</b>	<b>Net Charge</b>
Heart and Soul Hospice	\$872,974	5,478	\$159.36
<b>Applicant</b>	<b>2023 Net Revenue</b>	<b>2023 Patient Days</b>	<b>Net Charge</b>
Heart and Soul Hospice	\$1,019,540	6,081	\$167.66

Source: Tennessee Joint Annual Report, Hospice, 2019.

\*Hospices in the Primary Service Area.

**6. A. Discuss how projected utilization rates will be sufficient to support financial performance.**

1) Noting when the project's financial breakeven is expected, and

**Response:** The applicant anticipates that the projected utilization will be sufficient to break even no later than 18 months after operation.

2) Demonstrating the availability of sufficient cash flow until financial viability is achieved. Provide copies of the balance sheet and income statement from the most recent reporting period of the institution and the most recent audited financial statements with accompanying notes, if applicable. For all projects, provide financial information for the corporation, partnership, or principal parties that will be a source of funding for the project. Copies must be inserted at the end of the application, in the correct alphanumeric order and labeled as **Attachment Section B-Economic Feasibility-6A**

**Response:** Not applicable. This is a new entity so there are no balance sheets or income statements. The applicant anticipates that Mr. David Turner will provide the monies necessary to operate the business until financial viability is achieved. A letter from Mr. Turner's banker demonstrating sufficient financial resources is included in Attachment Section B, Economic Feasibility--F.

- B. Net Operating Margin Ratio – The Net Operating Margin Ratio demonstrates how much revenue is left over after all the variable or operating costs have been paid. The formula for this ratio is: (Earnings before interest, Taxes, and Depreciation/Net Operating Revenue).

Utilizing information from the Historical and Projected Data Charts please report the net operating margin ratio trends in the following table. Complete Project Only Chart and Total Facility Chart, if applicable.

**Project Only Chart**

Year	2nd Previous Year to Most Recent Year Year _____	1st Previous Year to Most Recent Year Year _____	Most Recent Year Year _____	Projected Year 1 Year 2022	Projected Year 2 Year 2023
Net Operating Margin Ratio	N/A	N/A	N/A	.053	.108

**Total Facility Chart:**

**Response:** Not applicable.

Year	2nd Previous Year to Most Recent Year Year _____	1st Previous Year to Most Recent Year Year _____	Most Recent Year Year _____	Projected Year 1 Year _____	Projected Year 2 Year _____
Net Operating Margin Ratio	N/A	N/A	N/A	N/A	N/A

- C. Capitalization Ratio: The Long-term debt to capitalization ratio measures the proportion of debt financing in a business's permanent (long-term) financing mix. This ratio best measures a business's true capital structure because it is not affected by short-term financing decisions. The formula for this ratio is:  $((\text{Long-Term Debt}) / (\text{Long-Term Debt} + \text{Total Equity (Net Assets)})) \times 100$ .

For self or parent company funded projects, provide the capitalization ratio using the most recent year available from the funding entity's audited balance sheet, if applicable. Capitalization Ratios are not expected from outside the company lenders that provide funding. **This question is applicable to all applications regardless of whether or not the project is being partially or totally funded by debt financing.**

**Response:** Not applicable. The applicant is a new entity, so there is currently no debt.

7. 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 projected gross operating revenue anticipated by payor classification for the first year of the project by completing the table below. Complete Project Only Chart and Total Facility Chart, if applicable.

**Response:** Please see below for the project's participation in state and federal revenue programs.

**Applicant's Projected Payor Mix, Year 1  
Project Only Chart**

Payor Source	Projected Gross Operating Revenue	As a % of total
Medicare/Medicare Managed Care	\$736,244	70%
TennCare/Medicaid	\$315,532	30%
Commercial/Other Managed Care		
Self-Pay		
Charity Care		
Other (Specify) _____		
Total*	\$1,051,776	100%
Charity Care	21,036	2%

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

**Applicant's Projected Payor Mix, Year 1  
Total Facility Chart**

Payor Source	Projected Gross Operating Revenue	As a % of total
Medicare/Medicare Managed Care		
TennCare/Medicaid		
Commercial/Other Managed Care		
Self-Pay		
Charity Care		
Other (Specify) _____		
Total*		
Charity Care		

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

**Response:** Total Facility chart not applicable.

- Provide the projected 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. Identify projected salary amounts by position

classifications and compare the clinical staff salaries to prevailing wage patterns in the proposed service area as published by the Department of Labor & Workforce Development and/or other documented sources, such as the US Department of Labor. Wage data pertaining to healthcare professions can be found at the following link:

[https://www.bls.gov/oes/current/oes\\_tn.htm](https://www.bls.gov/oes/current/oes_tn.htm).

**Response:** Please see below chart for staffing by FTEs for the project. Since it is a new project there is no current staffing.

Position Classification	Existing FTEs (enter year)	Projected FTEs Year 1	Average Wage (Contractual Rate)	Area Wide/Statewide Average Wage
<b>A. Direct Patient Care Positions</b>				
<i>Medical Director</i>	NA	0.25	100,000	\$100,000
<i>RN</i>	NA	1.0	65,000	\$62,570
<i>LPN</i>	NA	2.0	41,000	\$41,270
<i>Nursing Aide</i>	NA	3.0	26,750	\$27,250
<i>Social Worker</i>	NA	1.25	47,800	\$48,280
<i>Chaplain</i>	NA	1.0	55,600	\$59,594
<b>Total Direct Patient Care Positions</b>	NA	8.5		

<b>B. Non-Patient Care Positions</b>				
<i>Administrator</i>	NA	1.0	\$35,500	\$32,970
<i>Office Support Staff</i>	NA	1.5	\$32,000	\$32,970
<b>Total Non-Patient Care Positions</b>		2.5		
<b>Total Employees (A+B)</b>		11.0		
<b>C. Contractual Staff</b>				
<i>Physical Therapist</i>	N/A	.5	\$43.00/hour	\$89,440
<i>Occupational Therapist</i>	N/A	.5	\$41.00/hour	\$84,480
<i>Speech Therapist</i>	N/A	.5	\$36.50/hour	\$75,320
<b>Total Staff (A+B+C)</b>		12.5		

9. What alternatives to this project were considered? Discuss the advantages and disadvantages of each, including but not limited to:

A. The availability of less costly, more effective and/or more efficient methods of providing the benefits intended by the project. If development of such alternatives is not practicable, justify why not, including reasons as to why they were rejected.

**Response:** This application will provide clear benefits to the African American and minority community which currently underutilizes hospice services, for a variety of reasons identified in this application. The applicant has the resources and knowledge required to provide the outreach necessary to educate this patient population on the benefits of hospice services to them and their loved ones. The costs to initiate hospice services to focus on this patient population are minimal and will generally be paid for

through current operations. Thus there are no less costly, more effective or more efficient methods of providing the benefits intended by this project.

- B. Document that consideration has been given to alternatives to new construction, e.g., modernization or sharing arrangements.

**Response:** Not applicable. This project does not involve new construction.

## QUALITY STANDARDS

1. Per PC 1043, Acts of 2016, any receiving a CON after July 1, 2016 must report annually using forms prescribed by the Agency concerning continued need and appropriate quality measures Please verify that annual reporting will occur.

**Response:** The applicant will provide such annual reporting.

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

A. Does the applicant commit to the following?

- 1) Maintaining the staffing comparable to the staffing chart presented in its CON application;

**Response:** The applicant commits to maintaining the staffing as provided in this application provided the projected utilization is achieved.

- 2) Obtaining and maintaining all applicable state licenses in good standing;

**Response:** The applicant commits to obtaining licensure and will maintain all applicable licenses in good standing.

- 3) Obtain and maintaining TennCare and Medicare certification(s), if participation in such programs was indicated in the application;

**Response:** The applicant commits to obtaining and maintaining Medicare and TennCare certification.

- 4) 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:** Not applicable.

- 5) For an existing healthcare institution applying for a CON - 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:** Not applicable.

**B.** Respond to all of the following and for such occurrences, identify, explain and provide documentation:

1) Has any of the following:

- a. 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);

**Response:** No.

- b. 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

**Response:** No.

- c. Any physician or other provider of health care, or administrator employed by any entity in which any person(s) or entity with more than 5% ownership in the applicant (to include any entity in the chain of ownership for applicant) has an ownership interest of more than 5%.

**Response:** No.

2) Been subjected to any of the following:

- a. Final Order or Judgment in a state licensure action;

**Response:** No.

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

**Response:** No.

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

**Response:** No.

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

**Response:** No.

- e. 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; and/or

**Response:** No.

- f. Suspension or termination of participation in Medicare or Medicaid/TennCare programs.

**Response:** No.

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

**Response:** No.

- h. Is presently subject to a corporate integrity agreement.

**Response:** No.

- C. Does the applicant plan, within 2 years of implementation of the project, to participate in self-assessment and external assessment against nationally available benchmark data to accurately assess its level of performance in relation to established standards and to implement ways to continuously improve?

Note: Existing licensed, accredited and/or certified providers are encouraged to describe their process for same.

**Response:** The Applicant plans to participate in self-assessment and external assessment against national available benchmark data to accurately assess its level of performance in relation to established standards and implement ways and effort to continuously improve, within 2 years of implementation of the project.

Please complete the chart below on accreditation, certification, and licensure plans.

- 1) 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)
Licensure	<input checked="" type="checkbox"/> Health <input type="checkbox"/> Intellectual and Developmental Disabilities <input type="checkbox"/> Mental Health and Substance Abuse	Will apply NA NA
Certification	<input checked="" type="checkbox"/> Medicare <input checked="" type="checkbox"/> Medicaid/TennCare <input checked="" type="checkbox"/> Other - BX	Will apply Will apply Will apply
Accreditation	CHAP	Will apply

- 2) Based upon what was checked/completed in above table, will the applicant accept a condition placed on the certificate of need relating to obtaining/maintaining license, certification, and/or accreditation?

**Response:** . The Applicant will accept a condition placed on the Certificate of Need relating to obtaining/maintaining license, certification, and /or accreditation.

- D. The following list of quality measures are service specific. Please indicate which standards you will be addressing in the annual Continuing Need and Quality Measure report if the project is approved.

<input type="checkbox"/>	For Ambulatory Surgical Treatment Center projects: Estimating the number of physicians by specialty expected to utilize the facility, developing criteria to be used by the facility in extending surgical and anesthesia privileges to medical personnel, and documenting the availability of appropriate and qualified staff that will provide ancillary support services, whether on- or off-site?
<input type="checkbox"/>	For Cardiac Catheterization projects: <ul style="list-style-type: none"> <li>a. Documenting a plan to monitor the quality of its cardiac catheterization program, including but not limited to, program outcomes and efficiencies; and</li> <li>b. Describing how the applicant will agree to cooperate with quality enhancement efforts sponsored or endorsed by the State of Tennessee; and</li> <li>c. Describing how cardiology staff will be maintaining:</li> <li>d. Adult Program: 75 cases annually averaged over the previous 5 years;</li> <li>e. Pediatric Program: 50 cases annually averaged over the previous 5 years.</li> </ul>
<input type="checkbox"/>	For Open Heart projects: <ul style="list-style-type: none"> <li>f. Describing how the applicant will staff and maintain the number of who will perform the volume of cases consistent with the State Health Plan (annual average of the previous 2 years), and maintain this volume in the future;</li> <li>g. Describing how at least a surgeon will be recruited and retained (at least one shall have 5 years' experience);</li> <li>h. Describing how the applicant will participate in a data reporting, quality improvement, outcome monitoring, and external assessment system that benchmarks outcomes based on national norms (demonstrated active participating in the STS National Database is expected and shall be considered evidence of meeting this standard).</li> </ul>
<input type="checkbox"/>	For Comprehensive Inpatient Rehabilitation Services projects: Retaining or recruiting a psychiatrist?
<input type="checkbox"/>	For Home Health projects: Documenting the existing or proposed plan for quality data reporting, quality improvement, and an outcome and process monitoring system.
<input checked="" type="checkbox"/>	For Hospice projects: Documenting the existing or proposed plan for quality data reporting, quality improvement, and an outcome and process monitoring system.

<input type="checkbox"/>	<p>For Megavoltage Radiation Therapy projects: Describing or demonstrating how the staffing and quality assurance requirements will be met of the American Society of Therapeutic Radiation and Oncology (ASTRO), the American College of Radiology (ACR), the American College of Radiation Oncology (ACRO), National Cancer Institute (NCI), or a similar accrediting authority.</p>
<input type="checkbox"/>	<p>For Neonatal Intensive Care Unit projects: Documenting the existing or proposed plan for data reporting, quality improvement, and outcome and process monitoring systems; document the intention and ability to comply with the staffing guidelines and qualifications set forth by the Tennessee Perinatal Care System Guidelines for Regionalization, Hospital Care Levels, Staffing and Facilities; and participating in the Tennessee Initiative for Perinatal Quality Care (TIPQC).</p>
<input type="checkbox"/>	<p>For Nursing Home projects: Documenting the existing or proposed plan for data reporting, quality improvement, and outcome and process monitoring systems, including in particular details on its Quality Assurance and Performance Improvement program.</p>
<input type="checkbox"/>	<p>For Inpatient Psychiatric projects:</p> <ul style="list-style-type: none"> <li>• Describing or demonstrating appropriate accommodations for:</li> <li>• Seclusion/restraint of patients who present management problems and children who need quiet space, proper sleeping and bathing arrangements for all patients);</li> <li>• Proper sleeping and bathing arrangements;</li> <li>• Adequate staffing (i.e. that each unit will be staffed with at least two direct patient care staff, one of which shall be a nurse, at all times);</li> <li>• A staffing plan that will lead to quality care of the patient population served by the project.</li> <li>• An existing or proposed plan for data reporting, quality improvement, and outcome and process monitoring systems; and</li> <li>• If other psychiatric facilities are owned or administered, providing information on satisfactory surveys and quality improvement programs at those facilities.</li> </ul> <p style="text-align: center;">Involuntary admissions if identified in CON criteria and standard review</p>
<input type="checkbox"/>	<p>For Freestanding Emergency Department projects: Demonstrating that it will be accredited with the Joint Commission or other applicable accrediting agency, subject to the same accrediting standards as the licensed hospital with which it is associated.</p>
<input type="checkbox"/>	<p>For Organ Transplant projects: Describing how the applicant will achieve and maintain institutional membership in the national Organ Procurement and Transportation Network (OPTN), currently operating as the United Network for Organ Sharing (UNOS), within one year of program Initiation. Describing how the applicant shall comply with CMS regulations set forth by 42 CFR Parts 405, 482, and 498, Medicare Program; Hospital Conditions of Participation: Requirements for Approval and Re-Approval of Transplant Centers To Perform Organ Transplants.</p>
<input type="checkbox"/>	<p>For Relocation and/or Replacement of Health Care Institution projects: Describing how facility and/or services specific measures will be met.</p>

## CONTRIBUTION TO THE ORDERLY DEVELOPMENT OF HEALTH CARE

The responses to this section of the application helps determine whether the project will contribute to the orderly development of healthcare within the service area.

1. List all existing health care providers (i.e., hospitals, nursing homes, home care organizations, etc.), managed care organizations, alliances, and/or networks with which the applicant currently has or plans to have contractual and/or working relationships, that may directly or indirectly apply to the project, such as, transfer agreements, contractual agreements for health services.

**Response:** The applicant intends to seek a relationship with the following entities:

- Nashville General Hospital
- Matthew Walker Health Center
- Meharry Medical College Medical Group
- St Thomas Hospitals
- HCA hospitals Tri Star
- Nashville Public Health Department
- Bordeaux Nursing Home
- Various area physicians

2. Describe the effects of competition and/or duplication of the proposal on the health care system, including the impact to consumers and existing providers in the service area. Discuss any instances of competition and/or duplication arising from your proposal including a description of the effect the proposal will have on the utilization rates of existing providers in the service area of the project.

### A. Positive Effects

**Response:** There are only positive effects that would result from the approval of this project. From the data included in this application, it is clear that the African American and minority populations are not utilizing hospice services in proportion to the population that is African American, causing underutilization of a very important health care services. With the proper entity providing education and using relationships to this patient population, it can be better served.

### B. Negative Effects

**Response:** There are no negative effects of this application. The African American and minority population is currently utilizing these services at a lower rate than it should. The projected utilization is enough to generate cash flow after the first year, but is not large enough to cause significant harm to any of the service area providers.

3. A. 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 and/or requirements of accrediting agencies, such as the Joint Commission and Commission on Accreditation of Rehabilitation Facilities.

**Response:** The applicant will follow all licensing and accreditation requirements for staffing for the hospice agency and feels that there is sufficient staff in the service area to meet these needs.

B. 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 will be licensed as a hospice agency and will follow all applicable requirements, including those listed in this question.

C. Discuss the applicant's participation in the training of students in the areas of medicine, nursing, social work, etc. (e.g., internships, residencies, etc.).

**Response:** The applicant anticipates forming a collaborative relationship with several area educational forums and welcomes students seeking a clinical or administrative rotation from the following:

- National Association of Health Services Executives (NAHSE) student internship
- Tennessee State University
  - Nashville, TN
- Fisk University
  - Nashville, TN
- Meharry Medical College
  - Nashville, TN
- Purdue University (faculty Member)
  - Cedar Rapids, IA
  - Davenport, IA
  - Des Moines, IA
  - Indianapolis, IN
  - Augusta, ME
  - Lewiston, ME
  - Lincoln, NE
- Strayer University (faculty Member)
  - 75+ campus locations across 16 U.S. states and Washington, D.C.
- Northwood University (faculty Member)
  - Midland, MI
- SNHU University (faculty member)
  - Manchester, NH
  - Nashua, NH
  - Salem, NH

4. Outstanding Projects:

A. Complete the following chart by entering information for each applicable outstanding CON by applicant or share common ownership; and

CON Number	Project Name	Outstanding Projects			Expiration Date
		Date	*Annual Progress Report(s)		
		Approved	Due Date	Date Filed	

\*Annual Progress Reports – HSDA Rules require that an Annual Progress Report (APR) be submitted each year. The APR is due annually until the Final Project Report (FPR) is submitted (FPR is due within 90 ninety days of the completion and/or implementation of the project). Brief progress status updates are requested as needed. The project remains outstanding until the FPR is received.

**Response:** Not applicable.

B. Describe the current progress, and status of each applicable outstanding CON.

**Response:** Not applicable.

5. Equipment Registry – For the applicant and all entities in common ownership with the applicant.

A. Do you own, lease, operate, and/or contract with a mobile vendor for a Computed Tomography scanner (CT), Linear Accelerator, Magnetic Resonance Imaging (MRI), and/or Positron Emission Tomographer (PET)?

**Response:** Not applicable.

B. If yes, have you submitted their registration to HSDA? If you have, what was the date of submission?

**Response:** Not applicable.

C. If yes, have you submitted your utilization to Health Services and Development Agency? If you have, what was the date of submission?

**Response:** Not applicable.

## **SECTION C: STATE HEALTH PLAN QUESTIONS**

T.C.A. §68-11-1625 requires the Tennessee Department of Health's Division of Health Planning to develop and annually update the State Health Plan (found at <http://www.tn.gov/health/topic/health-planning> ). The State Health Plan guides the State in the development of health care programs and policies and in the allocation of health care resources in the State, including the Certificate of Need program. The 5 Principles for Achieving Better Health are from the State Health Plan's framework and inform the Certificate of Need program and its standards and criteria.

Discuss how the proposed project will relate to the 5 Principles for Achieving Better Health found in the State Health Plan.

1. The purpose of the State Health Plan is to improve the health of Tennesseans.

**Response:** The Applicant will work closely with physician providers and other health care facility providers to ensure a coordinated effort with high quality health care in our rapidly changing environment to optimize the quality of life for the patients expected to be served by this project. Increasing utilization to this service should improve the quality of care to patients, although since the proposed service is hospice, it would not be expected to improve the health of Tennesseans.

2. Every citizen should have reasonable access to health care.

**Response:** The Applicant believes one of its primary functions is to ensure that all patients continue to receive appropriate palliative and medical care in the manner and on the schedule prescribed by regulation and patient's physicians. Our core value is to ease pain and offer emotional support to the patients and their loved ones. We will do so with a focus on reducing costs of care.

3. The state's health care resources should be developed to address the needs of Tennesseans while encouraging competitive markets, economic efficiencies and the continued development of the state's health care system.

**Response:** Provision of services in support of families and patients will be done in a cost effective manner by carefully monitoring staffing and ongoing operational expenses.

4. Every citizen should have confidence that the quality of health care is continually monitored and standards are adhered to by health care providers.

**Response:** The applicant anticipates the CHAPS accreditation body and the State of Tennessee will monitor its activities through the licensure and certification processes. The applicant will assure its employees meet or exceed all regulatory and licensure expectations, as well as the Standards and Quality Initiatives of hospice organizations such as the NAHC and CHAP.

5. The state should support the development, recruitment, and retention of a sufficient and quality health care workforce.

**Response:** The Applicant will engage licensed and unlicensed personnel to provide the full range of palliative and hospice care services needed by its patients and their family members.

## PROOF OF PUBLICATION

**Attach the full page of the 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.**

Date LOI was Submitted: July 10, 2020

Date POI was Published: July 10, 2020

**Response:** Please see proof of publication from The Tennessean, July 10, 2020.

## NOTIFICATION REQUIREMENTS

1. T.C.A. §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 a 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."
2. T.C.A §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.**

Please provide documentation of these notifications.

**Response:** Not applicable.

## DEVELOPMENT SCHEDULE

**T.C.A. §68-11-1609(c) provides that a Certificate of Need is valid for a period not to exceed three (3) years (for hospital projects) or two (2) years (for all other projects) from the date of its issuance and after such time shall expire; provided, that the Agency may, in granting the Certificate of Need, allow longer periods of validity for Certificates of Need for good cause shown. Subsequent to granting the Certificate of Need, the Agency may extend a Certificate of Need for a period upon application and good cause shown, accompanied by a non-refundable reasonable filing fee, as prescribed by rule. A Certificate of Need which**

has been extended shall expire at the end of the extended time period. The decision whether to grant such an extension is within the sole discretion of the Agency, and is not subject to review, reconsideration, or appeal.

1. Complete the Project Completion Forecast Chart on the next page. If the project will be completed in multiple phases, please identify the anticipated completion date for each phase.
2. If the CON is granted and the project cannot be completed within the standard completion time period (3 years for hospital 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.

**Response:** Not applicable.

## PROJECT COMPLETION FORECAST CHART

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

<u>Phase</u>	<u>Days Required</u>	<u>Anticipated Date [Month/Year]</u>
1. Initial HSDA decision date		10/20
2. Architectural and engineering contract signed	N/A	N/A
3. Construction documents approved by the Tennessee Department of Health	N/A	N/A
4. Construction contract signed	N/A	N/A
5. Building permit secured	N/A	N/A
6. Site preparation completed	N/A	N/A
7. Building construction commenced	N/A	N/A
8. Construction 40% complete	N/A	N/A
9. Construction 80% complete	N/A	N/A
10. Construction 100% complete (approved for occupancy)	N/A	N/A
11. *Issuance of License	150	3/21
12. *Issuance of Service	180	4/21
13. Final Architectural Certification of Payment	N/A	N/A
14. Final Project Report Form submitted (Form HR0055)	210	5/21

\*For projects that **DO NOT** involve construction or renovation, complete Items 11 & 12 only.

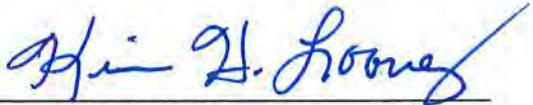
**NOTE: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date**

AFFIDAVIT

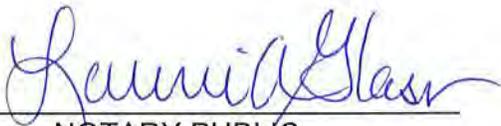
STATE OF TENNESSEE

COUNTY OF DAVIDSON

Kim H. 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 Services and Development Agency, and T.C.A. § 68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Services and Development Agency are true and complete.

  
SIGNATURE/TITLE

Sworn to and subscribed before me this 15th day of July, 2020 a Notary Public in and for the County/State of Tennessee.

  
NOTARY PUBLIC

My commission expires: November 8, 2022.



**ATTACHMENT SECTION A-4AB**

**Articles of Organization**



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

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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

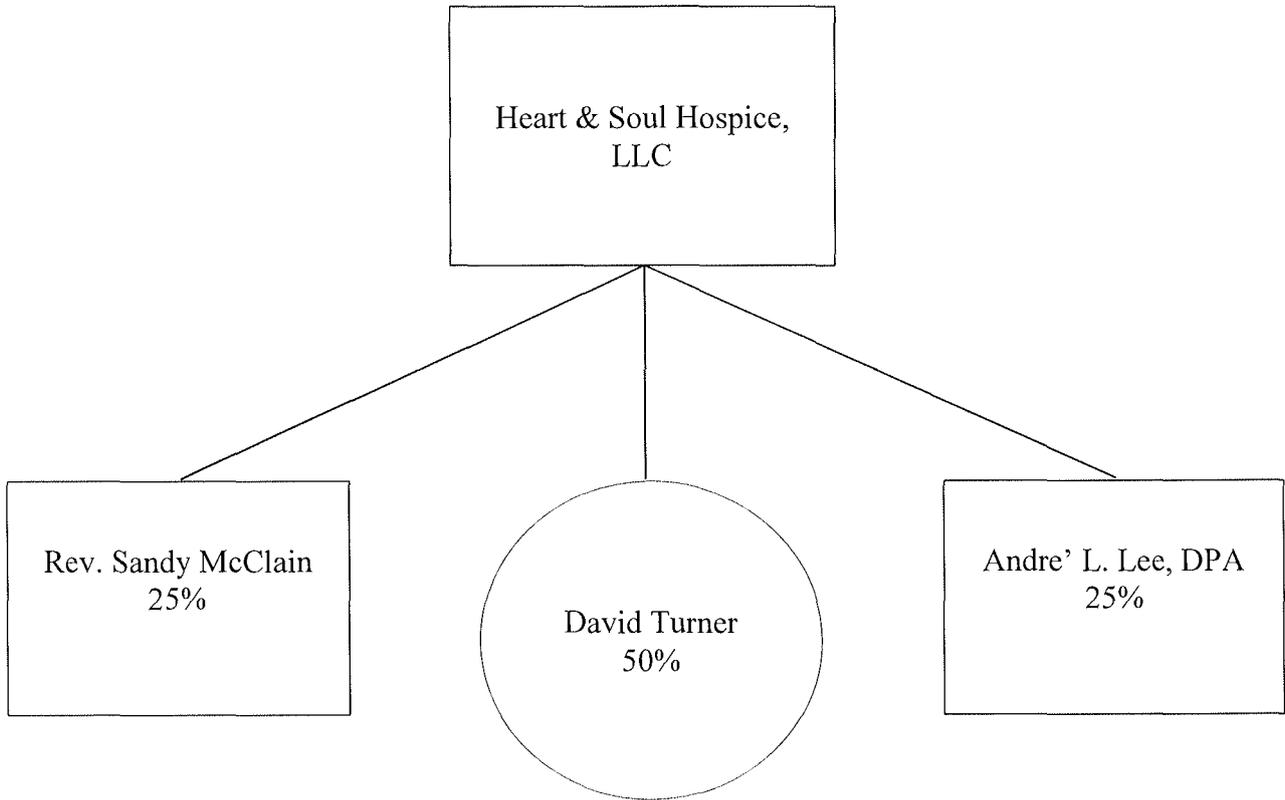
managing member  
Title/Signer's Capacity

David P Turner  
Printed Name

Mar 24, 2020 6:29PM  
Date

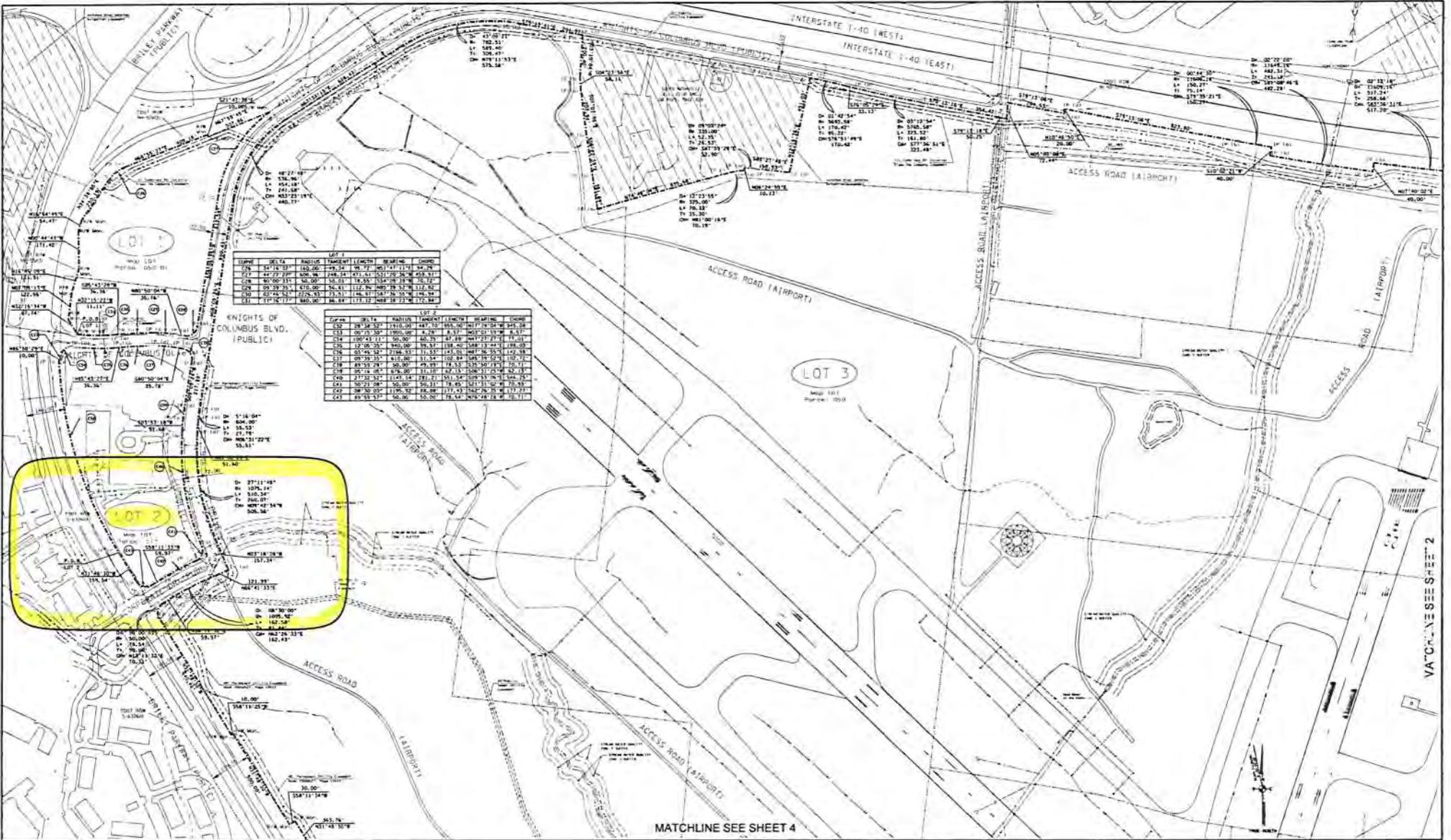
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**HEART & SOUL HOSPICE  
ORGANIZATIONAL CHART**



**ATTACHMENT SECTION 6-B1**

**Plot Plan**



Parcel	Area	Perimeter	Area	Perimeter	Area	Perimeter
C16	34.18	183.00	49.24	98.77	101.71	171.94
C17	47.77	428.26	148.21	211.70	76.45	178.11
C18	40.00	311.00	108.01	18.55	124.08	178.70
C19	29.29	475.00	76.41	112.96	149.79	172.62
C20	45.74	275.51	173.51	174.37	174.76	176.24
C21	17.14	86.00	36.84	117.12	146.87	172.84

Parcel	Area	Perimeter	Area	Perimeter	Area	Perimeter
C22	28.58	322.00	48.73	165.00	117.24	241.28
C23	100.12	390.00	42.26	83.77	101.71	171.94
C24	100.43	305.00	40.52	87.89	101.71	171.94
C25	12.00	250.00	76.52	118.00	148.17	184.00
C26	20.48	278.00	118.57	145.00	161.76	172.88
C27	09.58	310.00	11.54	102.88	148.17	184.00
C28	83.52	300.00	29.29	78.51	101.71	171.94
C29	35.18	405.00	11.10	142.13	158.17	225.28
C30	21.52	124.14	118.11	150.00	158.17	225.28
C31	10.21	280.00	20.11	118.45	101.71	171.94
C32	08.30	1196.52	28.06	117.43	144.79	171.27
C33	19.53	300.00	135.31	178.44	167.48	176.21



**OWNER'S CERTIFICATE**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTIES SHOWN HEREON AS INDICATED IN THE TABLES LISTED ON THE PARCELS LIST, AND ADOPT THE PLAN OF CONSOLIDATION OF THE PROPERTY AS SHOWN HEREON AND DELEGATE ALL PUBLIC RIGHTS AND EASEMENTS AS NOTED ON LOT OR LOTS, AS SHOWN HEREON, SHALL BE SUBMITTED, RECORDED, ALTERED OR CHANGED, SO AS TO PRODUCE LESS AREA THAN RESEBY SET FORTH ON DATE OF RECORDING APPROVED BY THE METROPOLITAN PLANNING COMMISSION AND UNDER NO EXTENSION SHALL SUCH LOT OR LOTS BE MADE TO PRODUCE LESS AREA THAN PRESCRIBED BY THE RESTRICTIVE COVENANT AS OF RECORD IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ A.D.C. THROUGH PLANNING WITH THE TITLE TO THE PROPERTIES.

NAME: METROPOLITAN NASHVILLE AIRPORT AUTHORITY  
 BY: *[Signature]* DATE: 10/20/2011  
 TITLE: PRESIDENT & CHIEF EXECUTIVE OFFICER

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE FOREGOING SURVEY CONSOLIDATION PLAN REPRESENTS A CATCHMENT SURVEY, HAVING AN UNPAID SURVEY RATE OF PRECISION OF 1:10,000 AND IS TRUE AND CORRECT. APPROVED MONUMENTS HAVE BEEN PLACED AS INDICATED.

METROPOLITAN NASHVILLE AIRPORT AUTHORITY  
 NASHVILLE, TENNESSEE

BY: *[Signature]* DATE: 10/20/2011  
 TITLE: SURVEYOR



**COMMISSIONER'S APPROVAL**

APPROVED BY THE METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE.

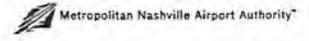
*[Signature]* DATE: 10/20/2011

SUPERVISOR: \_\_\_\_\_  
 PART OF MASTER PLAN NO. \_\_\_\_\_  
 RECORDED: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_ OF THE RECORDS OF DAVIDSON COUNTY, TENNESSEE.

**LEGEND**

PROPERTY OWNERSHIP BOUNDARY  
 EXISTING PARCEL LINE  
 EASEMENT  
 NEW MONUMENT  
 EXISTING MONUMENT  
 IRON PIN (I)  
 IRON PIN (N)  
 CEMETERY

CONSOLIDATION PLAN FOR  
 METROPOLITAN NASHVILLE AIRPORT AUTHORITY  
 COUNCIL DISTRICT(S) 13 & 29  
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE



SHEET 1 OF 11  
 GRAPHIC SCALE IN FEET

THIS INSTRUMENT WAS PREPARED BY:

Charles E. Griffith, III  
GRIFFITH AND STOKES  
26th Floor  
First American Center  
Nashville, Tennessee 37238

MAP-PARCEL NUMBERS

Map 107 -  
Parcel 87  
af

ADDRESS OF NEW OWNER:

Metropolitan Nashville Airport Authority  
Metropolitan Nashville Airport  
Nashville, Tennessee 37217

SEND TAX BILLS TO:

N/A (Tax Exempt)

WARRANTY DEED

FOR AND IN CONSIDERATION of the transfer by Grantee of certain property on Briley Parkway to Grantors; Billy Hitt and Alfred E. Finkelstein have bargained and sold, and do hereby transfer and convey unto the Metropolitan Nashville Airport Authority, its successors and assigns, certain real estate in Davidson County, Tennessee as follows:

A tract of land in the 2nd Civil District of Davidson County, Tennessee and being more particularly described as follows:

Beginning at a concrete highway monument on the easterly right-of-way of Briley Parkway in the original westerly line of Hitt and Finkelstein property as of Record in Book 4098, Page 880, R.O.D.C., Tennessee, thence; with the easterly right-of-way of Briley Parkway with a curve to the right (radius 1910') northerly a distance of 99.87' to a point, thence; S 88° 06' 00" E, 55.32' to a point, thence; S 9° 36' 09" W, 90.88' to the point of beginning and containing 2534 square feet or 0.058 acres.

Being a part of the same property conveyed to Billy Hitt and Alfred E. Finkelstein by Deed Book 4098, Page 880, R.O.D.C., Tennessee.

This unimproved property located on Briley Parkway, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said Metropolitan Nashville Airport Authority, its successors and assigns forever. Grantors covenant that they are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same are unencumbered, except for existing easements for utility services.

Grantors further covenant and bind themselves, their successors and representatives, to warrant and forever defend the title to said real estate to said Metropolitan Nashville Airport Authority, its successors and assigns, against the lawful claims of all persons.

Witness my hand s this 8<sup>th</sup> day of July, 1977.

Billy Hitt  
Alfred E. Finkelstein

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, Linda M. Morrison, a Notary Public of the State and County aforesaid, personally appeared Billy Hitt and Alfred E. Finkelstein, with whom I am personally acquainted, and who, upon oath, acknowledged that they are the two co-owners of the property above described and that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 8<sup>th</sup> day of July, 1977.

Linda M. Morrison  
Notary Public



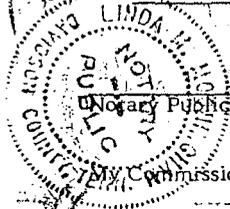
My Commission Expires: 5-2-81

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is \$ 1500.00. This is equal or greater than the property would bring at a fair and voluntary sale.

Alfred E. Finkelstein  
Billy Hitt or  
Alfred E. Finkelstein

Sworn to and subscribed before me this 8<sup>th</sup> day of July, 1977.



My Commission Expires: 5-2-81

IDENTIF. REFERENCE  
JUL 11 12 38 PM '77  
FELIX & CO. REGISTER  
DAVIDSON COUNTY, TENN.

E 13683

JUL 11 1977 MISC

B\* 4.00 \* 4.00

CONSOLIDATION PLAN FOR  
METROPOLITAN NASHVILLE AIRPORT AUTHORITY  
COUNCIL DISTRICT(S) 13 & 29  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE



Metropolitan Nashville Airport Authority

OWNERS CERTIFICATE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER OF THE PROPERTIES SHOWN HEREON AS EVIDENCED IN THE TABLES LISTED BELOW, AND ADOPT THE PLAN OF CONSOLIDATION OF THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED, NO LOT OR LOTS, AS SHOWN HEREON, SHALL AGAIN BE SUBDIVIDED, RE-SUBDIVIDED, ALTERED OR CHANGED SO AS TO PRODUCE LESS AREA THAN HEREBY ESTABLISHED UNLESS OTHERWISE APPROVED BY THE METROPOLITAN PLANNING COMMISSION AND UNDER NO CONDITION SHALL SUCH LOT OR LOTS BE MADE TO PRODUCE LESS AREA THAN PRESCRIBED BY THE RESTRICTIVE COVENANT AS OF RECORD IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_, R.O.D.C., TENNESSEE, RUNNING WITH THE TITLE TO THE PROPERTIES.

NAME: METROPOLITAN NASHVILLE AIRPORT AUTHORITY  
BY: Robert K. Johnson DATE: 06/05/2014  
TITLE: PRESIDENT & CHIEF EXECUTIVE OFFICER

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE HEREON SHOWN CONSOLIDATION PLAN REPRESENTS A CATEGORY I SURVEY HAVING AN UNADJUSTED RATIO OF PRECISION OF 1:15,000 AND IS TRUE AND CORRECT. APPROVED MONUMENTS HAVE BEEN PLACED AS INDICATED.

METROPOLITAN NASHVILLE AIRPORT AUTHORITY  
NASHVILLE, TENNESSEE  
BY: Michael D. Fulghum DATE: 06/05/2014  
MICHAEL D. FULGHUM  
TN. R.L.S. NO. 2103

COMMISSIONS APPROVAL

APPROVED BY THE METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE.

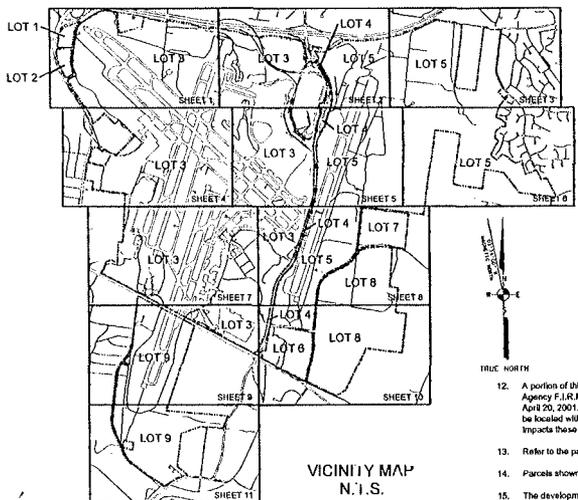
BY: Bill Garrett DATE: 6/23/2014  
SECRETARY

SUBDIVISION NO.: 2010S-006-003  
PART OF MASTER PLAN NO. 1  
RECORDED IN BOOK 20140524-0054937

RECORDED: \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE  
REGISTRAR'S OFFICE OF DAVIDSON COUNTY, TENNESSEE



DEVELOPMENT SUMMARY	
COUNCIL DISTRICTS:	13, COUNCIL MEMBER: JOSH BITTES 29, COUNCIL MEMBER: KAREN JOHNSON
OWNER:	METROPOLITAN NASHVILLE AIRPORT AUTHORITY ONE TERMINAL DRIVE, SUITE 501 NASHVILLE, TN 37214 (615) 275-1800
DATE PREPARED:	06/02/10
REVISIONS:	JULY 8, 2010, SEPTEMBER 10, 2011, FEBRUARY 17, 2012, APRIL 18, 2012, NOVEMBER 12, 2012, JANUARY 7, 2013, JANUARY 31, 2014, JUNE 6, 2014
PREPARED BY:	METROPOLITAN NASHVILLE AIRPORT AUTHORITY ONE TERMINAL DRIVE, SUITE 501 NASHVILLE, TN 37214
SURVEYOR:	MICHAEL D. FULGHUM, R.L.S., TN LICENSE 2103 METROPOLITAN NASHVILLE AIRPORT AUTHORITY ONE TERMINAL DRIVE, SUITE 501 NASHVILLE, TN 37214 (615) 275-1645 FAX (615) 275-4041



VICINITY MAP  
N.T.S.

TRUC NORTH

- A portion of this property is located in a flood hazard area as per Federal Emergency Management Agency F.I.R.M. Nos. 470040-0230F, 0243F, 0244, 0325F, 356F, 0327F, 0324F, 0358F as dated April 20, 2001. Panel 0243F revised to reflect LOMR, September 15, 2008. No future buildings will be located within the 100 year floodplains therefore no F.F.E. are shown. If any future development impacts these areas, minimum FFE's will be required and determined during building permit stage.
- Refer to the parcel consolidation tables for deed and plat references.
- Parcels shown pertain to Davidson County Property Maps Nos. 107, 108, 120, 121, 134 and 135.
- The development of this project shall comply with the requirements of the adopted tree ordinance 2008-328 (Metro code Chapter 17.24, Article II, Tree Protection and Replacement and Chapter 17-40, Article X, Tree Protection and Replacement Procedures).
- Any excavation, fill or disturbance of the existing ground elevation must be done in accordance with storm water management ordinance no. 78-840 and approved by the Metropolitan Department of Water Services.
- The buffer along waterways will be an area where the surface is left in a natural state and is not disturbed by construction activity. This is in accordance with the Stormwater Management Manual Volume 1 Regulations. There also could be other areas and streams that may require buffering.
- Metro Water Services shall be provided sufficient and unencumbered ingress and egress at all times in order to maintain, repair, replace and inspect any Storm water facilities within the property.
- This drawing is for illustration purposes to indicate the basic premise of the development. The final lot count and details of the plans shall be governed by the appropriate regulations at the time of final submittal.
- Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual (Minimum driveway culvert in Metro ROW is 15 inch CMP).
- The Denison Pike right-of-way as per Council Bill (S99-1881) and Quitclaim Deed (20010705073096) states that the "Granite (Airport Authority) will in no way inhibit the current use of the property as a right of way for motor vehicle traffic until the completion of an alternate route has been established and accepted by the Greater (Metro). All statements are retained."
- Reedwood Drive has been closed by order of the Nashville City Council Bill No. 2012-238 and the right-of-way and utilities have been abandoned.
- The section of Kroger Blvd. between Donelson Pike and Falkville Lane / Coochville Pike is to be dedicated to Metro Public Works by the recording of this plat. The Metropolitan Nashville Airport Authority will participate in the rehabilitation of this section of roadway. Metro Public Works will be responsible for scheduling and oversight of the work to be performed.
- The section of McGarock Pike between Murfreesboro Road and ending short of Ezeel Pike is to be dedicated to Metro Public Works by the recording of this plat.
- This plat excludes a tract of land, Map 120, Parcel 18 also identified as Lot 83 of Airport Estates, of record Book 1130, Page 83 R.O.D.C. and owner's name as recorded in instrument Book 6071, Page 621 and was not changed as part of the plat.
- The plat excludes a tract of land on Map 134, Parcel 18.01 and of record in Book 2281, Page 513 R.O.D.C. and was not changed as part of the plat.

NOTES:

- The purpose of this consolidation plat is to create nine lots.
- This survey meets or exceeds the requirements of a Category I, urban and subdivision land survey, as per the standards of practice, as revised and adopted by the Tennessee State Board of Examiners for Land Surveyors. (effective November 19, 2002)
- Readings are based on Tennessee grid north derived from a GPS survey using the Metropolitan Nashville Airport Authority (MNA) Continuously Operating Reference Station.
- The framework for this consolidation plat was compiled from numerous years spanning 1981 to present day. Certain property line sections were taken from boundary surveys by others. All work from others were checked and verified by the surveyor of record.
- Subject property lies partially within the Floodplain Overlay District and partially within a Residential and Commercial Planned Unit Development. This property is also located within the Airport Overlay as defined by the Metropolitan Government Department of Codes and Building Safety.
- The required fire flow shall be determined by the Metropolitan Fire Marshal's office, prior to issuance of a Building permit.
- The certification, as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief based on existing field evidence, boundary surveys and documentary evidence provided by others.
- This surveyor has not physically located the underground utilities. Above grade and underground utilities shown were taken from visible appearances at the site, public records, and/or maps prepared by others. The surveyor makes no guarantee that the underground utilities shown complete all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities are in the exact locations indicated. Detailed verification of existence, location and depth should also be made prior to any decision relative thereto is made.
- This survey has been prepared from current deed of records and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate title search will reveal.
- Individual water and/or sanitary sewer service lines are required for each parcel.
- Pressure regulating devices will be required on the customer side of the meter when pressures exceed 100 PSI and on the street side of the meter when pressures exceed 150 PSI.

PROPERTY CONSOLIDATION			R.O.W. DEDICATION		
LOT 1 MAP 107 PARCEL 050-01	513,736.56 SF	11.79 AC	KNAPP BLVD R.O.W.	86,094.55 SF	1.96 AC
LOT 2 MAP 107 PARCEL 117	522,993.54 SF	12.01 AC	MCGAVOCK PK R.O.W.	307,794.31 SF	7.07 AC
MAP 107 PARCEL 050	91,954,841.12 SF	2,110.99 AC	TOTAL R.O.W.	393,888.86 SF	9.05 AC
LOT 4 MAP 108 PARCEL 332	1,854,432.53 SF	42.57 AC	TOTAL PROPERTY & R.O.W. DEDICATION		
LOT 5 MAP 108 PARCEL 066	51,448,634.33 SF	1,181.10 AC	182,409,688.86 Sq. Ft. 4,187.55 ACRES		
LOT 6 MAP 108 PARCEL 107	2,944,396.50 SF	67.59 AC	PREVIOUSLY RECORDED LOTS		
LOT 7 MAP 121 PARCEL 004	2,609,658.49 SF	59.91 AC	*MAP 134 PARCEL 15-01	119,452.09 SF	2.74 AC
LOT 8 MAP 121 PARCEL 087	14,174,568.60 SF	325.40 AC	*MAP 120-15 PARCEL 19	12,927.29 SF	0.30 AC
LOT 9 MAP 120 PARCEL 154	16,992,520.22 SF	387.14 AC	*NOT OWNED BY MNA		
TOTAL CONSOLIDATED PROPERTY	182,015,779.90 SF	4,178.50 AC			

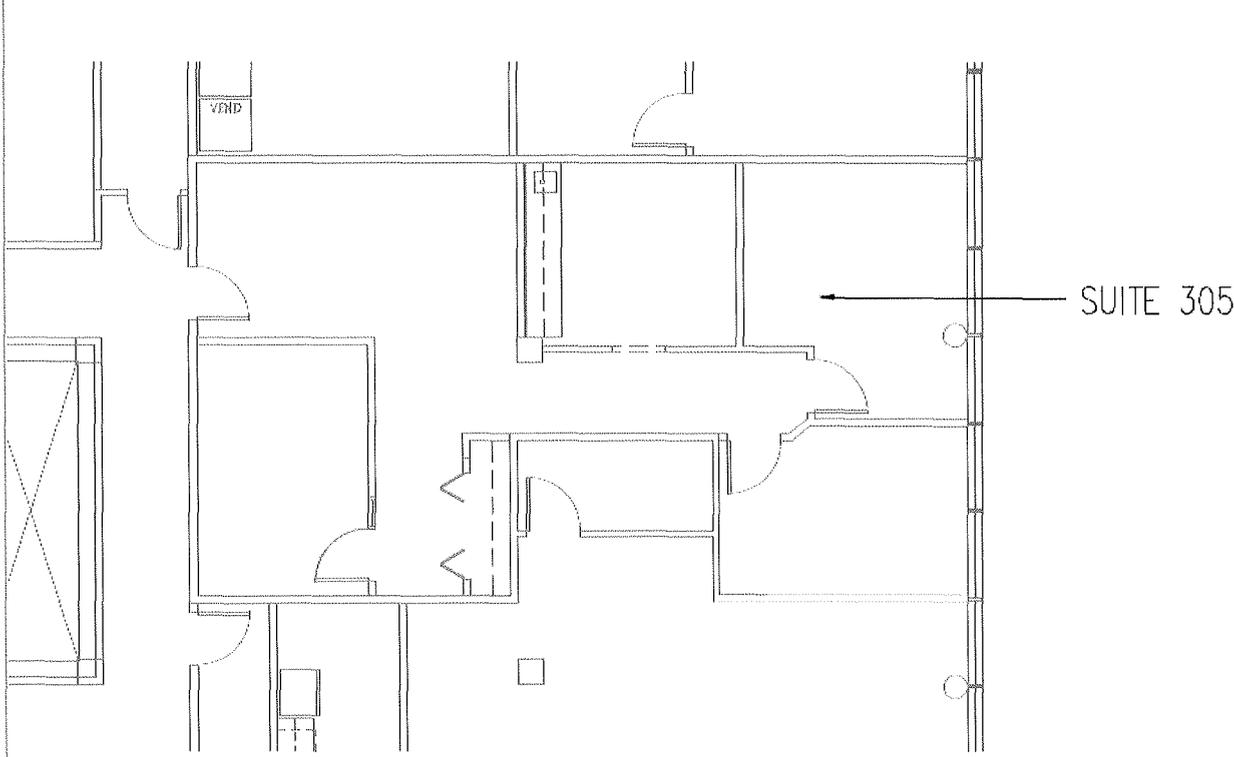


**ATTACHMENT SECTION 6B-2**

**Floor Plan**

EXHIBIT A

FLOOR PLAN



**ATTACHMENT - SECTION B-ECONOMIC FEASIBILITY-F**

**Funding Letter**



THE HUNTINGTON NATIONAL BANK  
791 West Big Beaver Road | MI91216 | Troy, Michigan 48034  
248 244 3541 OFFICE 248 244 9480 FAX

May 8<sup>th</sup>, 2020

HSDA Executive Director

Re: Mr. David Turner

To Whom It May Concern:

Mr. David Turner is an active account holder at Huntington National Bank in good standing. As of the date of this letter, Mr. Turner maintains an account balance of over \$500,000 in his Checking Account with Huntington Bank and we value our relationship with him.

Please feel free to let me know if there is any additional assistance you may need from us.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Walker', with a small horizontal line at the end.

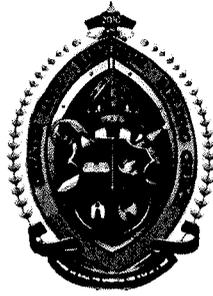
Sharalee Walker

Relationship banker III

Troy Branch, MI

248-244-3541

# LETTERS OF SUPPORT



*320 East Campbell Rd Madison, Tn. 37115*

*"Where We Build the Kingdom One Soul at A Time"*

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.

Sincerely,

Pastor Anthony Waggoner

-----  
*Rev. Anthony Waggoner, Pastor*

*Jesus Christ the Founder*

*Sis. Brenda Humphrey: Church Clerk*



**BRENDA GILMORE**  
STATE SENATOR, DISTRICT 19<sup>TH</sup>  
DAVIDSON COUNTY

LEGISLATIVE OFFICE:  
768 CORDELL HULL BUILDING  
426 6<sup>TH</sup> AVENUE, NORTH  
NASHVILLE, TENNESSEE 37243-0154  
(615) 741-2463  
FAX: (615) 253-0361  
EMAIL: sen.brenda.gilmore@capitol.tn.gov

## Tennessee State Senate

NASHVILLE

DEMOCRATIC FLOOR LEADER

### MEMBER OF COMMITTEES

FINANCE  
REVENUE SUB-COMMITTEE  
PENSION & INSURANCE JOINT SUB-COMMITTEE  
FISCAL REVIEW COMMITTEE  
TRANSPORTATION  
EXECUTIVE BOARD NATIONAL BLACK CAUCUS OF  
STATE LEGISLATORS (NBCSL)  
EXECUTIVE BOARD NATIONAL CAUCUS OF  
ENVIRONMENTAL LEGISLATORS (NCEL)

May 29, 2020

Pastor Sandy McClain  
Heart & Soul Hospice  
402 BNA Dr., Ste. 305  
Nashville, TN 37217-2507

Dear Pastor McClain,

Thank you for sharing your plan for starting a local hospice program with me. I was excited to hear about the valuable industry experience that your partners bring to the table and of course I have the utmost confidence in your abilities to continue to be a beacon of hope in our community.

As we work our way through this current global pandemic, one thing that has become, once again, abundantly clear is that we have a serious disparity in the delivery and acceptance of healthcare within the African American population. While the reasons are too numerous to delve into in this correspondence, suffice it to say that the messenger is at least as important as the message. I agree with your group's belief that you can do a better job of sharing the true hospice story with folks that might otherwise be overlooked, misinformed or not trusting of the core hospice principles.

As you continue with the application process please know that I am behind your endeavor 100% and am ready, willing and able to assist you in any way possible.

Best Regards,

Brenda Gilmore  
Senator, District 19



THE CHURCH AT MOUNT CARMEL  
1032 MONROE STREET  
NASHVILLE, TN 37208  
[MT.CARMELMBCNASHVILLE@GMAIL.COM](mailto:MT.CARMELMBCNASHVILLE@GMAIL.COM)

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.

Do not hesitate to call on me if I can be of additional assistance at (615) 636-0012 or at the email above.

Continued Blessings,

Bishop Marcus A. Campbell

**Nashville Lung Center, Inc.**  
**2201 Murphy Ave**  
**Suite 202**  
**Nashville, TN 37203**

June 1, 2020

Logan Grant  
Executive Director  
Tennessee Health Services and Development Agency  
502 Deaderick Street, 9<sup>th</sup> Floor  
Andrew Jackson Building  
Nashville, TN 37243-0200

I write this letter to voice my support for the Heart and Soul Hospice application in Nashville, TN, and surrounding areas.

I have practiced Internal Medicine, and Pulmonary Medicine in Nashville since August of 1993 and have provided care for a wide range of patients including those in the African American community. I have encountered not only physical but social and emotional concerns and challenges from those facing end of life issues. I have witnessed concerns related to the ability of both patients and families to cope with end of life matters and believe that there is a great need for hospice care in our community. Unfortunately, there continues to be a lack of awareness, lack of understanding and even misconceptions regarding this valuable service and I expect that Heart and Soul Hospice will provide clarity while meeting these needs.

I believe that the availability of this service will be of value in Nashville/Davidson county and surrounding areas including Rutherford, Dickson, Cheatham, and Robertson counties. I plan to offer this service to those in need and believe that hospice care offered with love, kindness and cultural sensitivity can make a difference.

The valuable role that hospice could play in end of life care have been realized during this deadly coronavirus pandemic. The services provided for a dying patient and grieving family are not only amazing but a necessity and should be considered a basic need.

I fully support this application for Heart and Soul Hospice and hope that you approve the application. Thank you for your consideration.

Sincerely,



Earl V. Campbell Jr., MD

# PUBLICATION



# classifieds

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place an ad online 24/7 at [Tennessean.com/classifieds](http://Tennessean.com/classifieds) | call 615-242-SALE

**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 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 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. In some cases, statutes or regulations apply to advertising; you should consult a legal advisor in appropriate circumstances. We make no certifications, warranties, or representations that your advertising complies with laws. You are solely and exclusively responsible for your own advertising or advertising which you have placed.

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Careers

**Jobs**

new beginnings...

General

Busy OB-GYN office currently seeking a **CERTIFIED CLINICAL MEDICAL ASSISTANT** for downtown Nashville location.



Full-time, M-F Experience with Triage preferred.

Able to communicate appropriately and has ability to multitask.

If interested fax resume to 615-301-2329!

General

**Part-Time Drivers Needed**

**Whats Hot**  
**Announce**  
messages & notices...

Announcements

The King's Daughters Day Home announces participation in the CACFP. Meals will be provided at no separate charge without regard to race, color, national origin, sex, disability, age or marital or financial status. For more information or to request a copy of our application, please call 615-242-2424.

**Great Buys**  
**Yard Sale**  
neighborly deals...

Davidson East

Hermilodge: 1234 Chickadee Cr. Fri/Sat 7/10, 7/11, 8am-4pm. Lots of items & some furniture.

Hermilodge-5012 Hagarsgrove Pass. 37076 Multi Family Sale, July 10-11, 7-9pm

**What's Hot:** A job where my ideas count. Find what you want in **The Tennessean Classifieds.**

Careers  
**Jobs**  
new beginnings...

General

**Davidson Southeast**  
ANTIQUIC - STANFORD VILLAGE COMMUNITY YARD SALE Saturday July 11th, 7am-2pm. Off Nolansville & Barnes Road

**Davidson Southwest**  
Berenice Denton Estate Sales 615-292-5762  
West Nashville Sale July 10, 11/9am to 4pm 5700 Stoneaway Trail, 37209

**Rutherford County**  
MURFREESBORO - 2365 South Church Storage bin to be empty!! Estate & Moving Sale! Lawn equip, antique chrs, refriige & qz sbz. \*Storage Rental of America\*. Info & appl @: 615-948-0495

**Sumner County**  
**ESTATE SALE**  
Hendersonville, 37075 245 Harbor Dr T-F 9am-4:30pm Sat 9am-2pm 60 years accumulation, sofa's, tables, chairs, stove, BR sets, tools, outdoor furn, kitchen full, TV's, Cash Only 615-545-9062 Southern Sisters Estate See Pics at estatesales.net

**ESTATE SALE**  
HENDERSONVILLE, ESTATE/GARAGE SALE, 128 BUCKHAVEN DR, Fri 7/10 Sat 7/11, 7-1, Dir: Gallatin Rd to Bonita Pkwy, 1/2 mile to L on Sucktown Dr to end of cul de sac 3 Generations of EVERYTHING, (615) 405-9558

**ESTATE SALE**  
"Home Sweet Home!" 400 Browns Lane (P1) Gallatin, TN 37066 July 10, 11 (10-7) Visit Estatesales.NET By Country Mouse City Mouse CDC guidelines will be enforced!

**Assorted Merch**  
all kinds of things...

**General Merchandise**  
2 Cemetery Lots - Forest Lawn Cemetery - Garden of Devotion I, Valued at \$5495 each. \$2500 each. (615) 417-4536

2 cemetery lots: Hermitage Memorial Gardens in the Garden of Peace section. \$4500 each. 615-870-2108 leave msg

CEMETERY PLOTS - 2 plots at Hermitage Mem. Gardens #487, Garden of Devotion Row A. \$3,000 Both 239-371-2410

**General Merchandise**

Early 1800's solid cherry 7 pc. cupboard + 70" dropleaf table w/craftsmans' signature. Orig handblown glass panes. \$3,900 B/O. Call 714-655-2543

**Wanted to Buy**

Buying Coins, Gold, Silver or Platinum, Silver proof sets, Confederate currency, old currency & arced coins 615-497-9852

RECORDS & CDs WANTED-LPs/45s/78s Personal & DJ Collections/Promo Items Old Stock etc. CASH PAID. 615-255-8763

Call 242-SALE to place your classified ad.

Your Source **Public Notices** for the latest...

Public Notices

0004265714

**NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED**  
This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that:

Heart and Soul Hospice, a hospice, 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 for the establishment of a hospice agency serving Davidson, Robertson and Rutherford counties at 402 Corporate Drive, Nashville, Tennessee 37017. There are no beds or major medical equipment involved with this project. No other health services will be initiated or discontinued. It is estimated the project cost is anticipated to be approximately \$275,000.

The anticipated date of filing the application is on or before July 15, 2020.

The contact person for this project is Kim H. Looney, Esq., Attorney, who may be reached at Walter Lansden Dorch & Davis LLP, 511 Union Street, Suite 2700, Nashville, Tennessee 37219, (615) 850-8722.

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

Health Services and Development Agency  
Andrew Jackson Building, 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

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

**Real Estate**

**Homes**  
starting fresh...

Commercial

**EQUAL HOUSING OPPORTUNITY**

All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968 as amended which makes it illegal to advertise "any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or nation origin, or an intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertisement for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper area available on an equal opportunity basis. To complain of discrimination, call HUD Toll-free at 1-800-568-9777. For hearing impaired call 1-800-927-9275.

Your Source **Public Notices** for the latest...

Public Notices

**Real Estate**

**Rentals**  
great places to live...

Homes For Rent

Hendersonville-3BR/2BA, galley kitch., W/D hookup, garage, small fenced-in backyard, NO PETS! \$1300/mo. + sec. Call: 615-234-3509

**Apt Furnished**

OLD HICKORY - Furnished Apt. Recently Remodeled 1 Bdrm, 1 BA in quiet area. Includes utilities \$1200/wk. Call: 615-234-4552

**Reverse + Furnish & Underwrite** w/100% 3 Bdrms, UTIL, Aest. Call 9-3-734-70-621

**Apt Unf-Davidson North**

1 BR A - 4 Bed 1 Bath w/ W/D in garage! Call 7-0-4-615-615-6151

**Land-Other Counties**

Attention Investors/Sportsmen, once in a lifetime opportunity, 11.5 acre tract 4 miles South of New Johnsonville, level with road frontage on 2 sides, timber has never been cut, close to Kentucky Lake and wildlife refuge, family owned 150 yrs. This type of land will never be available again. 731-225-1403.

**Wanted to Buy**

REAL ESTATE WANTED  
1 Buy Real Estate 615-266-0882

**Automotive**

**Cars**  
best deal for you...

Cars

2009 Lincoln TownCar, only 41K actual miles, absolute mint condition, just like showroom new, black w/black leather, vortec car, private owner, must sell. \$11,700. Call 615-230-1500.

HONDA ACCORD LX '10 4DR sedan, 69,500 miles, exc cond, very sound mechanically. \$7500 Call: 615-631-1986 or 615-631-7731

**Motorcycle Scooter**

'95 BMW Motorcycle 19,000 mi, mint condition, 3 saddle bags, participated in summer game '16 Aloha GA. lot of 105, \$4,500 615-234-8428

**Recreational Vehicle**

1999 Sun Voyager 35ft, V10, 2 Slide-outs, 2 AC, 70K Miles, \$17,000, (615) 792-4715 hollywood735@msn.com

2014 Coachman Catalina Self-Contained travel trailer, 3 slide outs. Runs off elec./propane. \$30,000 Call 615-416-0168

Original Tear Sheet

# classifieds

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**FINDING WORK SHOULD'N'T BE WORK.**

**the job network**  
Get started by visiting [Jobs.usatoday.com](http://Jobs.usatoday.com)

**Careers**

**Jobs**  
new beginnings...

General

**Busy OB-GYN office currently seeking a CERTIFIED CLINICAL MEDICAL ASSISTANT for downtown Nashville location.**

Full-time, M-F Experience with Triage preferred.  
Able to communicate appropriately and has ability to multitask.

If interested fax resume to 615-301-2329!

General

**Part-Time Drivers Needed Great 2nd Job Opportunity!**

"Great place to work and the flexible hours work well with my other driving jobs." - Clay  
**\$300 SIGNING BONUS • \$16.00 per HOUR**

The Tennessean has an immediate need for part-time truck drivers on the night shift. Our part-time drivers average 20-29 hours per week making deliveries to distribution centers in the circulation areas.

Qualified candidates must be able to lift and carry up to 40 lbs.; possess a valid CDL - Class A or B and a DOT medical card and have a satisfactory motor vehicle record

Apply online: [usatodaynetworkcareers.com](http://usatodaynetworkcareers.com), Req#10625 or call 615-259-8351 for more information.

**Tennessean**  
PART OF THE USA TODAY NETWORK

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**GET A DATE**  
**LEARN YOGA**  
**FIND A BABY-SITTER**  
**HIRE A HANDYMAN**

Find whatever you need. Check out the classified ads everyday.

**Whats Hot**  
**Announce**  
messages & notices...

**Announcements**

The King's Daughters Day Home announces participation in the CACFP program which will provide for nutritious meals for children in need. For more information, contact the day home at 615-242-3434.

**Great Buys**  
**Yard Sale**  
neighborly deals...

**Davidson East**

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**Davidson South**

ANTHONY STANFORD VILLAGE COMMUNITY YARD SALE Saturday July 11th, 10am-2pm. 1000 N. Nashville Blvd. Nashville, TN 37203

**Davidson West**

BERNICE DIVAN Estate Sales 415-242-3434

**Rutherford County**

MURFREESBORO - 245 South Church Street. 4000 sq ft. 4 bedrooms, 3 bathrooms, 2 car garage. Call 615-242-3434

**Summer County**

**ESTATE SALE**  
Herriman 1218 Chickadee Cr. F-151 of 210, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**Assorted Merch**  
all kinds of things...

**General Merchandise**

2 Cemetery Lots - Forest Lawn Cemetery - Garden of Devotion. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

**General Merchandise**

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HERMITAGE, TN 37076

2020  
87-383/641

July 11, 2020 Date

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Fifteen Thousand Dollars + No Cents Dollars

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Nashville, TN 37219-8966

Lowavia Eden-Hoback  
Tennessee Health Services and Development  
Agency  
Andrew Jackson Building  
9th Floor  
502 Deaderick Street  
Nashville, TN 37243

## INDEX OF ATTACHMENTS

### Section A

- A-4AB Applicant's Legal Status and Ownership Structure
- A-6A Site Control Documentation
- A-6B-1 a-d Plot Plan
- A-6B-2 Floor Plan

### Section B

- B-Need-3 Service Area Maps
- B-Economic Feasibility-1E Documentation of Construction Cost Estimate
- B-Economic Feasibility-2 Documentation of Funding/Financing Availability
- B-Economic Feasibility-6A Applicant's Financial Statements

### Other Attachments

- Proof of Publication
- Miscellaneous Information
- Support Letters

**A-4AB**

**Applicant's Legal Status  
and Ownership Structure**



Business Services Online > Find and Update a Business Record

# Business Information Search

As of July 11, 2020 we have processed all corporate filings received in our office through July 09, 2020 and all annual reports received in our office through July 09, 2020.

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:   Starts With  Contains

Control #:

Active Entities Only:

Control #	Entity Type	Name	Name Type	Name Status	Entity Filing Date	Entity Status
<u>001109338</u>	LLC	St. Jude Children's Research Hospital Home Care, LLC TENNESSEE	Entity	Active	07/07/2020	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.

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312 Rosa L. Parks Avenue, Snodgrass Tower, 6th Floor  
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 Motor Vehicle Temporary Liens (615) 741-0529 | [TNSQS.MVTL@tn.gov](mailto:TNSQS.MVTL@tn.gov)  
 Notary Commissions (615) 741-3699 | [TNSQS.ATS@tn.gov](mailto:TNSQS.ATS@tn.gov)  
 Uniform Commercial Code (UCC) (615) 741-3276 | [TNSQS.UCC@tn.gov](mailto:TNSQS.UCC@tn.gov)  
 Workers' Compensation Exemption Registrations (615) 741-0526 | [TNSQS.WCER@tn.gov](mailto:TNSQS.WCER@tn.gov)  
 Apostilles & Authentications (615) 741-0536 | [TNSQS.ATS@tn.gov](mailto:TNSQS.ATS@tn.gov)  
 Summons (615) 741-1799 | [TNSQS.ATS@tn.gov](mailto:TNSQS.ATS@tn.gov)  
 Trademarks (615) 741-0531 | [TNSQS.ATS@tn.gov](mailto:TNSQS.ATS@tn.gov)  
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**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

St. Jude Children's Research Hospital Home Care, LLC  
545 S DANNY THOMAS BLVD RM J-1006  
MEMPHIS, TN 38126

July 7, 2020

### Filing Acknowledgment

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

<b>SOS Control # :</b>	<b>001109338</b>	Formation Locale:	TENNESSEE
Filing Type:	Limited Liability Company - Domestic	Date Formed:	07/07/2020
Filing Date:	07/07/2020 1:01 PM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2021
Duration Term:	Perpetual	Image # :	B0885-5194
Business Type:	Non-Profit Limited Liability Company		
Managed By:	Member Managed		
Business County:	SHELBY COUNTY		

#### Document Receipt

Receipt # : 005649054	Filing Fee:	\$300.00
Payment-Check/MO - CFS-1, NASHVILLE, TN		\$300.00

**Registered Agent Address:**  
ROBYN DIAZ  
262 DANNY THOMAS PL STOP 280  
MEMPHIS, TN 38105-3678

**Principal Address:**  
545 S DANNY THOMAS BLVD RM J-1006  
MEMPHIS, TN 38126

Congratulations on the successful filing of your **Articles of Organization** for **St. Jude Children's Research Hospital Home Care, LLC** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website ([www.tn.gov/revenue](http://www.tn.gov/revenue)) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

  
Tre Hargett  
Secretary of State

Processed By: Adam Harrer

## ARTICLES OF ORGANIZATION

FILED

**OF  
ST. JUDE CHILDREN'S RESEACH HOSPITAL HOME CARE, LLC**

The undersigned organizer of a nonprofit limited liability company under the Tennessee Revised Nonprofit Limited Liability Company Act, Tennessee Code Annotated § 48-101-801 *et seq.*, adopts the following Articles of Organization for such nonprofit limited liability company:

- (1) The name of the limited liability company is St. Jude Children's Research Hospital Home Care, LLC.
- (2) The limited liability company is a nonprofit limited liability company.
- (3) The street address, zip code and county of the registered office of the limited liability company in the State of Tennessee are 262 Danny Thomas Place, Mail Stop 280, Memphis, TN 38105-3678, Shelby County.
- (4) The name of the registered agent of the limited liability company located at the registered office set forth above is Robyn Diaz.
- (5) The name and address of the organizer of the limited liability company are Frank Pellegrino, 150 Third Avenue South, Suite 2800, Nashville, TN 37201, Davidson County.
- (6) The limited liability company shall be member managed.
- (7) The limited liability company has one (1) member at the date of the filing of these Articles of Organization.
- (8) The street address, zip code and county of the principal executive office of the limited liability company are 545 Danny Thomas Place, Room J-1006, Memphis, TN 38105, Shelby County.

IN WITNESS WHEREOF, the undersigned organizer of the nonprofit limited liability company has executed these Articles of Organization on July 7, 2020.

**ORGANIZER:**

/s/ Frank Pellegrino

Frank Pellegrino

# Board for Licensing Health Care Facilities



State of Tennessee

COPY

## DEPARTMENT OF HEALTH

No. of Beds 0000000113  
0080

*This is to certify, that a license is hereby granted by the State Department of Health to*

ST. JUDE CHILDREN'S RESEARCH HOSPITAL, INC.

*to conduct and maintain a*

Hospital ST. JUDE CHILDREN'S RESEARCH HOSPITAL

Located at 262 DANNY THOMAS PLACE, MEMPHIS

County of SHELBY, Tennessee.

COPY

*This license shall expire* MAY 03, 2021, *and is subject*

*to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable, and shall be subject to revocation at any time by the State Department of Health, for failure to comply with the laws of the State of Tennessee or the rules and regulations of the State Department of Health issued thereunder.*

*In Witness Whereof, we have hereunto set our hand and seal of the State this* 10TH *day of* APRIL, 2020.

*In the Distinct Category(ies) of:* PEDIATRIC HOSPITAL  
PEDIATRIC BASIC HOSPITAL



*By* James J. Davis, MPH  
DIRECTOR, DIVISION OF HEALTH CARE FACILITIES

*By* Shirley J. Gentry  
COMMISSIONER

**OPERATING AGREEMENT**

**OF**

**St. Jude Children's Research Hospital Home Care, LLC**

THIS OPERATING AGREEMENT ("Agreement") of St. Jude Children's Research Hospital Home Care, LLC (the "Company") is made by the undersigned Member to be effective as of [•] 2020.

WITNESSETH:

WHEREAS, the Company was formed on [•], 2020 by the filing of Articles of Conversion with the Secretary of State for the State of Tennessee ("Articles");

WHEREAS, the Member desires to adopt this Agreement as the Operating Agreement of the Company.

NOW, THEREFORE, the Member sets forth the following:

**ARTICLE I.**  
**GENERAL**

1.1 Effective Date of Agreement. The effective date of this Agreement (the "Effective Date") shall be the date first set forth above.

1.2 Name. The name of the nonprofit limited liability company formed pursuant to the Articles is St. Jude Children's Research Hospital Home Care, LLC.

1.3 Member. St. Jude Children's Research Hospital, Inc., a Tennessee nonprofit corporation, is the sole member of the Company ("Member").

1.4 Principal Place of Business of Company. The Company's principal place of business shall be determined by the Member.

1.5 Nonprofit LLC. The Company shall be a nonprofit LLC as defined in the Tennessee Nonprofit Limited Liability Company Act of 2001 (the "Act").

1.6 Purposes and Powers.

(a) The Company is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

(b) The Company may exercise any and all powers, rights and privileges, afforded a nonprofit LLC under the Act. Notwithstanding any other provision of this Agreement, the Company shall not carry on any activities not permitted to be carried on by a nonprofit LLC organized pursuant to the Act and that is exempt from federal income tax under Section 501(c)(3) of the Code.

1.7 No Private Inurement. No part of the net earnings of the Company shall inure to the benefit of, or be distributable to a private person (other than the Member); but the Company shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes as set forth in Section 1.6.

1.8 Limited Liability of Member. The Member shall not be personally obligated to any third party for any debt, obligation or liability of the Company solely by reason of being a member of the Company.

1.9 Additional Members. Whether additional members shall be admitted as members of the Company shall be in the sole discretion of the Member.

1.10 Relation of Agreement to Articles. If there is any conflict between the provisions of this Agreement and those of the Articles, the provisions of the Articles shall prevail.

## **ARTICLE II. CAPITAL CONTRIBUTIONS**

The Member shall have no duty to make capital contributions to the Company.

## **ARTICLE III. DISTRIBUTIONS OF COMPANY ASSETS**

Only the Member shall be entitled to receive distributions of Company profits and other Company assets. No other person shall have any right to any such distributions. It shall be within the sole and exclusive discretion of the Member to decide whether to distribute cash and other assets to the Member.

## **ARTICLE IV. COMPANY MANAGEMENT**

4.1 Management of the Company. The Company shall be a member-managed limited liability company. As such, the business and affairs of the Company shall be managed under the supervision and direction of the Member.

4.2 Officers.

(a) President. [•] is appointed as the President of the Company on the Effective Date. The President of the Company shall be the principal executive officer of the Company, and shall, in general, perform all of the duties and have all of the authority incident to the office of the chief executive officer of a corporation, as well as such other duties as may from time to time be prescribed by the Member. The President shall have primary responsibility for the Company's day-to-day operations including employing staff, signing checks and authorizing payments, executing contracts, or other instruments in the ordinary course of the Company's business.

(b) Additional Officers. The Member shall determine whether the Company will appoint officers, and the extent of any authority granted to any such officers.

4.3 Execution of Documents. Any deed, deed of trust, bill of sale, lease agreement, security agreement, financing statement, contract of purchase or sale, operating agreement, partnership agreement or joint venture agreement, or other contract or instrument purporting to bind the Company or to convey or encumber any of the assets of the Company may be signed by the President and no other signature shall be required.

**ARTICLE V.**  
**TRANSFERS OF MEMBERSHIP INTERESTS**

The Member, in the Member's sole discretion, may transfer (whether by sale, gift or otherwise) all or any part of the Member's membership rights, including financial rights and/or governance rights, to any person at any time. The Member may make any such transfer under any terms and conditions which the Member deems appropriate.

**ARTICLE VI.**  
**ACCOUNTING AND TAX**

6.1 Books and Records. The Company shall maintain on a current basis accurate books of account.

6.2 Tax Characterization. It is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member solely for such tax purposes. All provisions of the Company's Articles and this Agreement are to be construed so as to preserve that tax status under those circumstances.

6.3 Annual Accounting Period of Company. The Company's annual accounting period for financial purposes shall be the same as the Member's annual accounting period.

**ARTICLE VII.**  
**DISSOLUTION**

7.1 Definition of Dissolution, Winding Up and Liquidation. For purposes of this Agreement:

(a) Dissolution. The dissolution of the Company shall mean the cessation of its normal business activities and the beginning of the process of winding it up and liquidating it.

(b) Winding Up. The winding up of the Company shall mean the process of concluding its existing business activities and internal affairs and preparing for its liquidation.

(c) Liquidation. The liquidation of the Company shall mean the sale or other disposition of its assets and the distribution of its assets (or the distribution of the proceeds of the sale or other disposition of its assets) to its creditors and to the Member.

7.2 Dissolution, Winding Up and Liquidation of the Company. The Member may determine whether and when to dissolve the Company, and commence its winding up and liquidation.

**ARTICLE VIII.**  
**TERM AND TERMINATION**

The term of this Agreement shall begin on the Effective Date and shall end upon the earlier of:

- (a) The date on which the Company ceases to exist under this Agreement or under other applicable law; or
- (b) The date on which the Member determines to terminate the Agreement.

**ARTICLE IX.**  
**EXCULPATION; INDEMNIFICATION**

(a) To the fullest extent permitted by the Act, no officer of the Company shall be liable to the Company or to the Member provided such person's acts or omissions are taken in good faith and within the scope of authority granted or reserved to such person under this Agreement or by resolution of the Member, and do not constitute fraud, willful misconduct, or a breach of this Agreement.

(b) To the fullest extent permitted by the Act, each officer of the Company shall be indemnified, defended and held harmless by the Company from and against any and all expenses (including reasonable attorneys' fees), losses, damages, liabilities, charges and claims of any kind or nature whatsoever (collectively "Indemnified Losses"), incurred by such person in his capacity as an officer of the Company out of or incidental to any act performed or omitted to be performed by such person, provided such person's acts or omissions are taken in good faith and are within the scope of authority granted or reserved to such person under this Agreement or by resolution of the Member, and do not constitute fraud, willful misconduct, or a breach of this Agreement.

**ARTICLE X.**  
**MISCELLANEOUS PROVISIONS**

10.1 Amendments. No amendment of this Agreement shall be valid unless it is set forth in a writing signed by the Member.

10.2 Governing Law. This Agreement shall be governed exclusively by the laws of the State of Tennessee.

10.3 Captions. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing its provisions.

*[signature page to follow on separate page]*

IN WITNESS WHEREOF, this Operating Agreement of St. Jude Children's Research Hospital Home Care, LLC is executed by the sole member of the Company to be effective as of the date first written above.

**St. Jude Children's Research Hospital, Inc.**

By: \_\_\_\_\_

Name:

Title:

# Board for Licensing Health Care Facilities



State of Tennessee

## DEPARTMENT OF HEALTH

COPY

No. of Beds 0000000113  
0080

*This is to certify, that a license is hereby granted by the State Department of Health to*

*to conduct and maintain a*

*Hospital* ST. JUDE CHILDREN'S RESEARCH HOSPITAL

*Located at* 262 DANNY THOMAS PLACE, MEMPHIS

*County of* SHELBY, *Tennessee.*

COPY

*This license shall expire* MAY 03, 2021, *and is subject*

*to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable, and shall be subject to revocation at any time by the State Department of Health, for failure to comply with the laws of the State of Tennessee or the rules and regulations of the State Department of Health issued thereunder.*

*In Witness Whereof, we have hereunto set our hand and seal of the State this* 10TH *day of* APRIL, 2020.

*In the Distinct Category(ies) of:* PEDIATRIC HOSPITAL  
PEDIATRIC BASIC HOSPITAL



*By* Twain J. Davis, MPH  
DIRECTOR, DIVISION OF HEALTH CARE FACILITIES

*By* Ann Gercynm  
COMMISSIONER

**A.6A**

**Site Control Documentation**

## FACILITY LEASE AGREEMENT

LEASE AGREEMENT dated July 13, 2020, between St. Jude Children's Research Hospital, Inc., a Tennessee non-profit corporation ("Lessor") having an address at 262 Danny Thomas Place, Memphis, Tennessee 38105, and St. Jude Children's Research Hospital Home Care, LLC, a Tennessee limited liability company ("Lessee"), having an address at 545 St. Jude Place, Suite J-1006, Memphis, Tennessee 38105. This Lease is approved by the Master Lessor, American Lebanese Syrian Associated Charities, Inc., an Illinois non-profit corporation having an address at 501 Danny Thomas Place, Memphis, Tennessee 38105.

1. Demise of Premises: In consideration of the rents and covenants herein stipulated to be paid and performed, Lessor hereby demises and lets to Lessee, and Lessee hereby demises and lets from Lessor (for the respective terms hereinafter described), the premises and any part thereto (the "Leased Premises") described in Exhibit A hereto, together with office furniture, phone system, computer equipment located therein, and other Equipment as defined below, upon the terms and conditions hereinafter specified.

2. Certain Definitions

(a) Additional Rent: The term "Additional Rent" means Additional Rent as defined in Section 6.

(b) Alterations: The term "Alterations" means all changes, additions, improvements and repairs to, all alterations, reconstructions, renewals or removals of and all substitutions or replacements for any of the Improvements, both interior and exterior, structural and non-structural, and ordinary and extraordinary.

(c) Basic Rent: The term "Basic Rent" means the respective amounts set forth in Section 6 as installments of Basic Rent for the Leased Premises.

(d) Basic Rent Payment Date: The term "Basic Rent Payment Date" means any date on which an installment of Basic Rent is due pursuant to Section 6.

(e) Equipment: The term "Equipment" means those items of equipment and fixtures utilized in connection with the educational activities of Lessee.

(f) Event of Default: The term "Event of Default" means an Event of Default as defined in Section 17.

(g) Extension Term: The term "Extension Term" means the Extension Term as defined in the Section 5.

(h) Impositions: The term "Impositions" means all taxes, including, without limitation, sales and use taxes, assessments, including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date of this Lease, and whether or not to be completed within the Term, water and sewer rents, rates and charges, excises, levies, license fees, permit fees, inspection fees,

and other authorization fees and other charges or costs of any nature whatsoever, in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character, including interest and penalties, which at any time during the Term may be assessed against, levied upon, confirmed or imposed on, or be a lien upon:

- (i) the Leased Premises or any part, estate, right, or interest;
- (ii) any occupancy, use, or possession of or activity conducted on the Leased Premises;
- (iii) any Basic Rent or Additional Rent or other sum reserved or payable by Lessee;
- (iv) this Lease or Lessor; or
- (v) the gross receipts, gross income, or gross rentals of Lessor from the Leased Premises or the earnings from their use or occupancy.

Notwithstanding the foregoing provisions of this Section 2(i), the term "Impositions" excludes (a) franchise or similar taxes, if any, of Lessor and assessments, levies and liens, and (b) transfer, income, profits, or other taxes, if any, of Lessor, determined on the basis of its net income or net revenues, and assessments, levies and liens arising therefrom; unless the taxes referred to in clauses (a) and (b) above are in lieu of, in addition to, or a substitute for any other tax or assessment upon or with respect to the Leased Premises or any increases therein which, if such other tax or assessment were in effect, would be payable by Lessee.

(i) Improvements: the term "Improvements" means the Improvements as defined in the Section 1.

(j) Initial Term: The term "Initial Term" means the Initial Term as defined in Section 5.

(k) Insurance Requirements: The term "Insurance Requirements" means all terms of an insurance policy or all requirements of a program of self-insurance maintained in accordance with this Lease, as the case may be, in each case covering or applicable to the Leased Premises, all requirements of the issuer of a policy, and all orders, rules, regulations, and other requirements of the National Board of Fire Underwriters or another body exercising similar functions applicable to or affecting the Leased Premises, or any use or condition of the Leased Premises.

(l) Law: The term "Law" means any constitution, statute, regulation, order, or rule of Law.

(m) Leased Premises: The term "Leased Premises" means the Leased Premises as defined in the Section 1.

(n) Legal Requirements: The term "Legal Requirements" means all Laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, and officers, foreseen and unforeseen, ordinary and extraordinary, that now or at any time may be applicable to the use, occupancy, possession, maintenance, alteration, repair, or reconstruction of the Leased Premises, whether or not the foregoing involve a change of requirements by any governmental body enacting the same after the date this Lease is executed.

(o) Lessee: The term "Lessee" means the Lessee as defined in the Preamble.

(p) Lessor: The term "Lessor" means the Lessor as defined in the Preamble.

(q) Replaced Equipment: The term "Replaced Equipment" means the Replaced Equipment as defined in Section 11(f).

(r) Replacement Equipment: The term "Replacement Equipment" means the Replacement Equipment as defined in Section 11(f).

(s) Term: The term "Term" means the Term as defined in Section 5.

### 3. Title and Condition.

(a) The Leased Premises are demised and let subject to:

(i) the existing state of the title as of the commencement of the Term;

(ii) any state of facts that an accurate survey or physical inspection of the Leased Premises might show;

(iii) zoning regulations, restrictions, rules, ordinances, building restrictions, and other Laws and regulations now in effect or hereafter adopted by a governmental authority having jurisdiction; and

(iv) the condition of the Leased Premises at the Term commencement, without Lessor representation, warranty, liability, or obligation for patent or latent defects.

(b) Lessee represents to Lessor that Lessee has examined the title to the Leased Premises prior to execution and delivery of this Lease and has found the same to be satisfactory for the purposes contemplated.

(c) Lessee acknowledges that the Leased Premises are in good condition and repair at the inception of this Lease and so designed and in such condition as to be fit for use by Lessee as it intends to use the Leased Premises.

(d) Lessor has not made and will not make inspection of the Leased Premises, and Lessor leases and will lease and Lessee takes and will take the Leased Premises **AS IS**, and Lessee acknowledges that Lessor, whether acting as Lessor or in another capacity, has not made, will not make, nor be deemed to have made, warranty or representation, express or implied, with respect to the Leased Premises, including warranty or representation as to its fitness for use or purpose, design, or condition for particular use or purpose, as to the quality of the material or workmanship, latent or patent, as to Lessor's title, or as to value, compliance with specifications, location, use, condition, merchantability, quality, description, durability, or operation, it being agreed that all risks are to be borne by Lessee.

(e) Lessee acknowledges that the Leased Premises are of its selection and to its specifications and that Lessee has inspected the Leased Premises and is satisfied with its condition.

(f) If a patent or latent defect or deficiency of any nature exists in the Leased Premises, Lessor is not responsible or liable for incidental or consequential damages, including strict liability in tort.

(g) The provisions of this Section 3 have been negotiated and are intended to be a complete exclusion and negation of warranties by Lessor, express or implied, with respect to the Leased Premises, arising pursuant to the Uniform Commercial Code, or any other Law now or hereafter in effect.

#### 4. Use of Leased Premises; Quiet Enjoyment

(a) Lessee may occupy and use the Leased Premises solely for the purpose of operating a home health agency office and, potentially, thereafter, hospice agency, that will be used to coordinate home health services exclusively for patients of St. Jude Children's Research Hospital, as described in Lessee's Operating Agreement.

(b) Lessee shall not permit unlawful occupation, business, or trade to be conducted on the Leased Premises, or use to be made contrary to applicable Legal Requirements. Lessee's use of premises requires that Lessee obtain approval from the Tennessee Health Services and Development Agency of its application for a Certificate of Need for the establishment of a home health agency and licensure from the Office of Health Care Facilities. In the event that the Lessee does not obtain approval for its Certificate of Need and licensure within 365 days of execution and delivery of this Lease, the Lease shall terminate immediately.

(c) Lessee shall not use or occupy or permit the Leased Premises to be used or occupied, nor do or permit activities in or on the Leased Premises, in a manner that would or might:

(i) violate a certificate of occupancy affecting the Leased Premises;

(ii) make void or voidable insurance in force with respect to the Leased Premises;

(iii) make it difficult or impossible to obtain fire or other insurance that Lessee is required to furnish;

(iv) cause structural injury to the Improvements;

(v) constitute a public or private nuisance or waste; or

(vi) cause a risk to the health of employees, invitees to the Leased Premises, or the public.

(d) If and so long as Lessee observes and performs all covenants, agreements, and obligations required by it to be observed and performed, Lessor warrants Lessee's peaceful and quiet occupation and enjoyment of the Leased Premises, free of hindrance by Lessor or anyone claiming by or through Lessor; provided, that Lessor and its agents may enter upon and examine the Leased Premises at reasonable times upon prior notice. Failure by Lessor to comply with the foregoing covenant does not give Lessee right to cancel or terminate this Lease, or to abate, reduce, or make deduction from or offset against any Basic Rent or Additional Rent or other sum payable under this Lease, or to fail to perform or observe other covenants, agreements, or obligations of Lessee.

## 5. Term

(a) Subject to the terms, covenants, agreements, and conditions contained herein, Lessee shall have and hold the Leased Premises for a term (the "Initial Term") commencing on the date of execution and delivery of this Lease Agreement and ending at midnight on June 30, 2025.

(b) This Lease extends automatically for additional terms of five (5) years (each an "Extension Term," and, together with the Initial Term, the "Term"), unless and until either Lessor or Lessee provides the other with written notice of the party's decision not to renew at least two(2) months before the expiration of the Initial Term or the then-current Extension Term, as applicable.

(c) Each Extension Term is subject to the provisions of this Lease and commences on the day next succeeding the expiration of the Initial Term, or the then-current Extension Term, as applicable.

6. Rent

(a) Lessee covenants to pay to Lessor, as rent for the Leased Premises during the Term, the basic rent ("Basic Rent") in the amount of the \$2,175.00 per year, increasing at 3.0% (three percent) per year at Lessor's address set forth above, or at such other place or bank account within the continental United States, or to such other person as Lessor from time to time may designate to Lessee in writing, in Lawful money of the United States of America.

(b) Basic Rent shall be paid on the first day of the month next following the effective date that the Lease commences, and annually thereafter.

7. Net Lease

(a) This is a net lease and the Lessee shall pay Basic Rent, Additional Rent, and all other sums payable without notice or demand and without set-off, counterclaim, abatement, suspension, deferment, diminution, deduction, or defense.

(b) Except as otherwise provided in Section 13 and Section 14, Tenant is not entitled to a set-off, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction, or defense of or to Basic Rent or Additional Rent, and the obligations of Lessee under this Lease are not affected for any reason, including the following:

(i) damage to or destruction of all or any part of the Leased Premises from whatever cause;

(ii) taking of the Leased Premises or any portion or interest by condemnation, requisition, or otherwise for any reason;

(iii) prohibition, limitation, or restriction of Lessee's use of all or any part of the Leased Premises, or interference with Lessee's use, unless the prohibition, limitation, restriction, or interference is caused by Lessor;

(iv) title defect, encumbrance, or eviction from the Leased Premises by paramount title or otherwise;

(v) Lessee's acquisition or ownership of an interest in all or any part of the Leased Premises;

(vi) failure on the part of Lessor to observe a provision of this Lease, or default by Lessor under another agreement to which Lessor and Lessee may be parties;

(vii) claim that Lessee has or might have against Lessor; or

(viii) other cause whether similar or dissimilar to the foregoing, present or future Law to the contrary notwithstanding; in each case whether or not Lessor has notice or knowledge of the foregoing.

(c) It is the intention of the Parties that the obligations of Lessee are separate and independent covenants and agreements, that the Basic Rent, the Additional Rent, and other sums payable by Lessee, continue to and be payable in all events and that the obligations of Lessee continue unaffected, unless the requirement to pay or perform the same has been terminated pursuant to an express provision of this Lease.

(d) Lessee agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take action to terminate, rescind, or avoid this Lease, or abate the rent required, notwithstanding:

(i) bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up, or other proceeding affecting Lessor or assignee of Lessor; and

(ii) other action, including rejection, with respect to this Lease that may be taken by a trustee, receiver, or assignee of Lessor in a proceeding or by a court.

(e) Lessee waives all rights that may now or hereafter be conferred by Law to abatement, suspension, deferment, or reduction of the Basic Rent, Additional Rent, or other sums payable under this Lease, except as otherwise expressly provided herein.

#### 8. Payment of Impositions; Compliance with Law

(a) Subject to the provisions of Section 16 relating to permitted contests, Lessee shall pay all Impositions and fines, penalties, interest, or costs that are added for non-payment. Lessee agrees to furnish to Lessor, within thirty (30) days after written demand, proof of the payment of all Impositions that are payable by Lessee as provided in this Section 8 (a). In the event that an Imposition becomes due and payable during the Term and is legally paid in installments, Lessee has the option to pay the assessment in installments, and is liable only for installments that become due and payable during the Term, with appropriate proration in the case of fractional years.

(b) Subject to the provisions of Section 16, Lessee shall at its expense,

(i) comply with and cause the Leased Premises to comply with and conform to Legal Requirements and Insurance Requirements, whether or not compliance requires making structural unforeseen or extraordinary changes or interferes with the use and enjoyment of the Leased Premises, provided that Lessee also complies with the Lessor consent requirements set forth in Section 11 and Section 12;

(ii) procure, maintain, and comply with permits, licenses, and other authorizations required for each use of the Leased Premises; and

(iii) comply with the requirements of contracts, agreements, and restrictions that are binding on Lessor, Lessee, or the Leased Premises and affect the Leased Premises or their ownership, occupancy, or use, if this Lease is subordinate to the contracts, agreements, and restrictions, Lessee has accepted their terms, and the Leased Premises is subject to the contracts, agreements, and restrictions by operation of Law.

(c) Lessee shall at its sole cost and expense comply with and cause the Leased Premises to comply with all covenants, terms, and conditions of presently existing documents that are, or notice of which is, recorded in the land records in the jurisdiction in which the Leased Premises are located and that affect the Leased Premises, their use, or interest, and documents that hereafter come into existence, provided in the latter case that Lessee is either a party to the document or is otherwise bound.

9. Liens; Recording and Title; Easements

(a) Lessee will not, directly or indirectly, create or permit to be created or to remain, and will promptly discharge, at its expense, any mortgage, lien, encumbrance, or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Leased Premises, Lessee's interest, or the Basic Rent, Additional Rent, or other sums payable by Lessee under this Lease, other than:

(i) this Lease;

(ii) deed of trust or mortgage and assignment of this Lease and the rents created by or resulting solely from an act or omission of Lessor; and

(iii) liens for Impositions that are not yet due and payable, or the non-payment of which will not give rise to the creation or imposition of a fine or penalty.

(b) The existence of a mechanic's, laborer's, materialman's, supplier's, or vendor's lien, or a right in respect thereof, does not constitute a violation of this Section 9 if payment is not yet due on the contract, or for the goods or services in respect of which a lien has arisen, so long as payment is made or bonded off within sixty (60) days after the later to occur, after the completion of the work that gave rise to the imposition of liens or rendering of the invoice, statement, or demand for payment.

(c) Nothing contained in this Lease constitutes consent or request of Lessor, expressed or implied, of a contractor, subcontractor, laborer, materialman, or vendor to or for the performing labor or services, or furnishing materials for construction, alteration, addition, repair, or demolition of or to the Leased Premises.

(d) Notice is hereby given that Lessor shall not be liable for labor, services, or materials furnished to or to be furnished to Lessee, or to anyone holding the Leased Premises through or under Lessee, and that no mechanic's or other liens for labor, services, or materials attach to or affect the interest of Lessor in and to the Leased Premises.

(e) Lessor is authorized to enter upon the Leased Premises at any time during regular business hours to post notices that in its opinion are reasonably necessary to hold Lessor and the Leased Premises harmless from liability for or loss from work done on the Leased Premises.

(f) Lessee shall at its sole cost and expense, execute, deliver, and record, file, or register from time to time all instruments as may be required by a present or future Law to evidence the respective interests of Lessor and Lessee in the Leased Premises, and shall cause this Lease, or a memorandum of this Lease, and supplements or other instruments, as appropriate, to be recorded, filed, or registered and re-recorded, refilled, or re-registered in a manner and the places as are required by a present or further Law to publish notices and protect the validity of this Lease.

(g) Lessor has the right in its sole discretion to encumber the Leased Premises.

(h) Lessor agrees at the request of Lessee and at Lessee's sole cost and expense, from time to time to:

(i) grant easements, licenses, rights of way, and other rights and privileges in the nature of easements for gas, electric, telephone, and other utilities for the purpose of serving the Leased Premises, provided easements shall have no more than a de minimus adverse effect on the value of the Leased Premises;

(ii) release existing utility easements and appurtenances that are for the benefit of the Leased Premises; and

(iii) execute and deliver instruments necessary or appropriate to confirm grants or releases to any person, but only upon delivery of:

(1) a certificate of the representative of Lessee stating that the grant or release is not detrimental to the proper conduct of the business of Lessee, and that the grant or release does not materially impair the use of the Leased Premises for the purposes for which it is then held by Lessee, or impair, other than in a de minimus manner, its value; and

(2) an authorized undertaking of Lessee, in form and substance satisfactory to Lessor, to the effect that Lessee will remain obligated under this Lease to the same extent as if the easement, license, right of way, or other right or privilege had not been granted or released, and that Lessee will perform all obligations of the grantor or releasor under the instrument of grant or release.

#### 10. Indemnification

(a) Lessee shall pay, and protect, indemnify and save harmless Lessor from and against liabilities, losses, damages, costs, expenses, including reasonable

attorneys' fees and expenses of Lessor, penalties, causes of action, suits, claims, demands, or judgments of any nature whatsoever arising during the Term, or asserted thereafter if arising out of or in any way connected with matters covered by this Section 10, from:

(i) injury to, or the death of, a person or damage to property on the Leased Premises or upon adjoining sidewalks, streets, or ways, or in a manner growing out of or connected with the use, failure of use, condition, or occupancy of the Leased Premises, or resulting from its condition or of adjoining sidewalks, streets or ways;

(ii) violation by Lessee of a provision, covenant, agreement, or condition of this Lease; and

(iii) violation by Lessee of the terms of a contract or agreement to which Lessee is a party and which affects the Leased Premises.

(b) Notwithstanding Section (a)(iii) of this Section 10, if liability, loss, damage, penalty, cost, expense, cause of action, suit, claim, demand, or judgment results from a tortious act or omission of Lessor, its agents, or employees, or if an act or omission is determined to be a failure by Lessor to observe a provision of this Lease, the foregoing indemnity by Lessee shall apply only to the extent of the insurance coverage maintained, or required to be maintained if greater, by Lessee pursuant to the provisions of Section 14.

(c) If an action or proceeding is brought against Lessor by reason of a claim, Lessee covenants, upon notice from Lessor, to resist or defend the action or proceeding with counsel reasonably satisfactory to Lessor, and at the expense of Lessee, Lessor will cooperate and assist in the defense of an action or proceeding if reasonably requested so to do by Lessee.

(d) The obligation of Lessee under this Section 10 shall survive any termination of this Lease as to any right of indemnity that accrues prior to termination.

## 11. Maintenance and Repair

(a) Except for ordinary wear and tear and scheduled maintenance, Lessee will maintain the Leased Premises in repair and appearance, including imposed maintenance and, with Lessor consent set forth in this Section 11 and in Section 12, altered Improvements, and with reasonable promptness will make all foreseen, unforeseen, structural, non-structural, ordinary, and extraordinary changes and repairs that are required to maintain the Leased Premises in repair, appearance, and compliance with Legal Requirements and Insurance Requirements.

(b) Lessee will keep and maintain the Leased Premises as described in Section 11 (a) at its sole cost and expense.

(c) Lessee will report the status of all repairs and maintenance to Lessor and keep Lessor informed on the progress of repairs and maintenance.

(d) Repairs, replacements, and renewals shall be at least equal in quality to the original work.

(e) If an Improvement, whether situated upon the Leased Premises at the commencement of this Lease or constructed thereafter, encroaches upon a property, street, or right-of-way adjoining or adjacent to the Leased Premises, or violates the agreements or conditions contained in a restrictive covenant affecting the Leased Premises, or hinders or obstructs an easement or right-of-way to which the Leased Premises are subject, or impairs the rights of others under an easement or right-of-way, then promptly after Lessor's written request or the written request of a person affected by an encroachment, violation, hindrance, obstruction, or impairment, Lessee shall, at its expense, either obtain valid and effective waivers or settlements of all claims, liabilities, and damages resulting from the encroachment, violation, hindrance, obstruction, or impairment, whether it affects Lessor, Lessee, or both, or make changes in the Improvements or take other action as necessary to remove the encroachments hindrance, or obstruction. An alteration or removal shall be made in conformity with the requirements of Section 12(a).

(f) Lessor shall, from time to time, replace with other operational equipment or parts ("Replacement Equipment") any of the Equipment ("Replaced Equipment") that has become worn out, obsolete, or unusable for the purpose for which it is intended, or been taken by a condemnation as provided in Section 13, to the extent Replacement Equipment is required to service the portion of the Improvements remaining after condemnation, or been lost, stolen, damaged, or destroyed; provided, however, that the Replacement Equipment shall be in good operating condition, have a value and useful life at least equal to the value and estimated useful life of the Replaced Equipment immediately prior to the time that it needed to be replaced, and be suitable for a use that is the same or similar to that of the Replaced Equipment.

(g) Replacement Equipment shall be the property of Lessor free and clear of all liens, and shall be Equipment to the same extent as Equipment originally leased to Lessee. At the expiration of the Term or the sooner termination of this Lease, the Equipment shall be in good operating condition, ordinary wear and tear excepted. Notwithstanding anything in this Lease to the contrary, Lessor's ownership of the Equipment and the Replacement Equipment shall not be deemed to constitute approval of the design, adequacy, or utility of such Equipment and Replacement Equipment for its intended use by Lessee.

## 12. Alterations

(a) Unless Lessee has defaulted on a term in this Lease, Lessee may, at its expense, make an Alteration, install Equipment or accessions to the Equipment, and in

the course of installation, modify the then existing Improvements (“Alterations”), provided that:

(i) the fair market value of the Leased Premises after completion of Lessee’s work is not less than that immediately prior to the commencement of the work by Lessee;

(ii) neither the usefulness of the Leased Premises nor, in the case of a partial Alteration of existing structures, the structural integrity of the Improvements would be impaired;

(iii) the foregoing actions are performed in a workmanlike manner resulting in a quality at least equal to that of the original construction of the Improvements on the Leased Premises;

(iv) alterations are expeditiously completed in compliance with all Legal Requirements and Insurance Requirements, and become part of the Leased Premises and subject to the terms and provisions of this Lease;

(v) Lessee promptly pays all costs and expenses of Alterations and discharges all liens filed against the Leased Premises arising out of the same;

(vi) Lessee procures and pays for all permits and licenses required in connection with Alterations; and,

(vii) Lessee obtains, in advance, Lessor’s written consent, which Lessor may withhold in its sole discretion. Lessor’s consent does not constitute approval of the design, adequacy, or utility of the Alterations for Lessee’s intended use.

(b) Lessee may, at its expense, install and remove additional equipment and machinery used or useful in Lessee’s business, which remains Lessee’s property, and not become Equipment or part of the Leased Property, provided that the installation does not reduce the value of the Leased Premises or its usefulness, other than a de minimus reduction. Unless Lessor and Lessee agree otherwise and in writing, Lessee’s equipment that Lessee does not remove within ten (10) days after the expiration or earlier termination of this Lease is considered abandoned by Lessee, and Lessor may appropriate, sell, destroy, or otherwise dispose of the equipment without first giving notice and without obligation for an accounting. Lessee agrees to pay all costs and expenses incurred in removing, storing, and disposing of Lessee’s equipment. Lessee will repair, at its expense, damage it causes to the Leased Premises caused by removal of Lessee’s equipment. Lessor is not responsible for loss or damage to Lessee’s equipment unless Lessor causes the damage or loss.

13. Condemnation

(a) Lessee shall notify Lessor immediately upon obtaining knowledge that a proceeding for condemnation has been instituted against Leased Premises. Subject to Lessee's rights set forth in this Section 13, Lessee assigns to Lessor any Award or payment to which Lessee may be or become entitled by reason of a taking of the Leased Premises in or by condemnation or other eminent domain proceeding, or temporary requisition of the use or occupancy of the Leased Premises, by a civil or military governmental authority, unless the taking or requisition is paid or payable due to Lessee's leasehold interest.

(b) Notwithstanding the terms in Section 13(a), nothing in this Lease impairs Lessee's right to an Award or payment on account of Lessee's trade fixtures, equipment, and other tangible property that does not constitute Equipment, moving expenses, loss of business, and the like, to the extent Lessee has a right to make a separate claim against the appropriate governmental authority. To the extent of a right, Lessee is not deemed to have assigned the right to Lessor, and Lessee is entitled to participate in proceedings described in Section 13(a), at Lessee's expense.

(c) If the Leased Premises is taken by condemnation or other eminent domain proceedings, the condition of the Leased Premises is sufficient to render it, in the reasonable judgment of Lessee, unsuitable for restoration for Lessee's continued use and occupancy, then Lessee shall give notice to Lessor of its intention to terminate this Lease.

(d) If a portion of the Leased Premises is taken by condemnation or other eminent domain proceedings, and the taking is not sufficient to require or authorize Lessee to give notice of its intention to terminate this Lease as provided in Section 13(c), unless the use or occupancy of the Leased Premises is temporarily requisitioned by a governmental authority, then this Lease continues in full effect.

14. Insurance Lessee will maintain at its expense, or cause to be maintained, insurance on the Leased Premises in such amounts that are commonly obtained in the case of property similar to the Leased Premises or as may be reasonably required by Lessor. Such insurance shall include coverage for loss or damage to property, commercial general liability coverage, and workmen's compensation insurance covering persons employed on the premises or a program of self-insurance complying with the rules, regulations and requirements of the appropriate agency of the State of Tennessee from time to time in force

15. Assignment and Subletting Lessee may not sublet any part of the Leased Premises, or assign to any entity its rights and interest under this Lease.

16. Permitted Contests Notwithstanding any other provision of this Lease to the contrary, Lessee shall not be required to (i) pay any Imposition, (ii) comply with any Legal Requirement or Insurance Requirement, (iii) discharge or remove any lien,

encumbrance or charge referred to in Section 9 or Section 12 hereof, or (iv) take any action with respect to any encroachment, hindrance, obstruction, violation or impairment referred to in Section 11(b) hereof, so long as Lessee shall contest, in good faith and at its expense, the existence, the amount or the validity thereof, the amount of the damages caused thereby, or the extent of its liability therefor, by appropriate proceedings (or, in the case of non-compliance with Insurance Requirements, in accordance with the rules of the National Fire Protection Association or other body exercising similar functions, in accordance with the rules of such body) which shall operate during the pendency thereof to prevent (a) the collection of, or other realization upon, the sums payable to satisfy any Imposition or lien, encumbrance or other charge so contested, (b) the sale, forfeiture or loss of the Leased Premises, or any part thereof, or any interest therein or the Basic Rent or any Additional Rent, or any portion thereof, (c) any interference with the use or occupancy of the Leased Premises or any part thereof, (d) any interference with the payment of the Basic Rent or any Additional Rent, or any portion thereof, (e) the cancellation of any fire or other insurance policy, unless such policy is replaced prior to its cancellation by another policy complying with the provisions of this Lease, and (f) the imposition of any civil or criminal liability upon Lessor. While any such proceedings are pending, Lessor shall not have the right to pay, remove or cause to be discharged the tax, assessment, levy, fee, rent, lien, encumbrance or charge thereby being contested. Lessee further agrees that each such contest shall be promptly prosecuted to a final conclusion. Lessee will pay, and save Lessor harmless against, any and all losses, judgments, decrees and costs (including all reasonable attorneys' fees and expenses) in connection with any such contest and will, promptly after the final settlement, compromise or determination of such contest, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein or in connection therewith, together with all penalties, fines, interests, costs and expenses thereof or in connection therewith, and perform all acts the performance of which shall be ordered or decreed as a result thereof. Lessee shall give such reasonable security to Lessor as may be demanded by Lessor to insure compliance with the foregoing provisions of this Section 16 and payment or performance of any contested amount or requirement in the event any contest is unsuccessful.

17. Conditional Limitations; Default Provisions

(a) Any of the following occurrences or acts shall constitute an event of default (an "Event of Default") under this Lease: (i) if Lessee, at any time during the continuance of this Lease (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in Law, in equity, or before any administrative tribunal, which have or might have the effect of preventing Lessee from complying with the terms of this Lease), shall (1) fail to make any payment of Basic Rent, Additional Rent or other sum herein required to be paid by Lessee within five (5) days after having been given notice of such failure or (2) fail to observe or perform any other provision hereof, if the same shall be in effect, for thirty (30) days after Lessor shall have delivered to Lessee notice of such failure (provided, that in the case of any default referred to in this clause (2) which cannot with diligence be cured within such thirty (30) day period, if Lessee shall proceed promptly to cure the same and thereafter shall prosecute the curing

of such default with diligence, then upon receipt by Lessor of a certificate from an authorized officer of Lessee stating the reason that such default cannot be cured within thirty (30) days and stating that Lessee is proceeding with diligence to cure such default, the time within which such failure may be cured shall be extended for such additional period as may be necessary to complete the curing of the same with diligence, not to exceed ninety (90) days in the aggregate); or (ii) if Lessee shall file a petition commencing a voluntary case in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy Law or under any similar federal or state Law, or shall be adjudicated a debtor or a bankrupt under any federal or state bankruptcy Law or become insolvent or shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if an involuntary case against Lessee as debtor is commenced by a petition for reorganization or liquidation under any federal bankruptcy or similar Law, or if a petition or answer proposing the adjudication of Lessee as a bankrupt or its reorganization under any state bankruptcy Law or any similar Law shall be filed in any court and such case, petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof, or (iii) if a custodian for purposes of any federal bankruptcy statute or a receiver, trustee or liquidator of Lessee or of all or substantially all of the assets of Lessee or of the Leased Premises shall be appointed in any proceeding brought by Lessee, or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Lessee and shall not be discharged within sixty (60) days after such appointment, or if Lessee shall consent to or acquiesce in such appointment, or (iv) if the Leased Premises shall have been abandoned, or (v) if the estate or interest of Lessee in the Leased Premises or any part shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within sixty (60) days after such levy or attachment.

(b) If an Event of Default shall have happened and be continuing, Lessor shall have the right at its election, then or at any time thereafter while such Event of Default shall continue, to give Lessee written notice of Lessor's intention to terminate this Lease on a date specified in such notice. Upon the giving of such notice, the Term and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date hereinbefore fixed for the expiration of the Term, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

(c) If an Event of Default shall have happened and be continuing, Lessor shall have the immediate right, whether or not the Term shall have been terminated pursuant to Section 17(b) hereof, to re-enter and repossess the Leased Premises or any part thereof by force (if legally permitted in the State of Tennessee), summary proceedings, ejectment or otherwise and the right to remove all persons and property therefrom. Lessor shall be under no liability for or by reason of any such entry, repossession or removal. No such re-entry or taking of possession of the Leased Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention be given to Lessee pursuant to Section 17(b) hereof, or unless the termination of this Lease be finally decreed by a court of competent jurisdiction.

(d) At any time or from time to time after the repossession of the Leased Premises or any part thereof pursuant to Section 17(c) hereof, whether or not this Lease shall have been terminated pursuant to Section 17(b) hereof, Lessor may (but shall be under no obligation to) relet the Leased Premises or any part thereof for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for such term or terms and on such conditions (which may include concessions or free rent) and for such uses as Lessor, in its absolute discretion, may determine, and Lessor may collect and receive any rents payable by reason of such reletting. Lessor shall not be responsible or liable for any failure to relet the Leased Premises or any part thereof or for any failure to collect any rent due upon any such reletting.

(e) No expiration or termination of the Term pursuant to Section 17(b) hereof by operation of Law or otherwise, and no repossession of the Leased Premises or any part thereof pursuant to Section 17(c) hereof or otherwise, and no reletting of the Leased Premises or any part thereof pursuant to Section 17(d) hereof, shall relieve Lessee of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, repossession or reletting.

(f) In the event of any expiration or termination of this Lease or repossession of the Leased Premises or any part thereof by reason of the occurrence of an Event of Default, Lessee will pay to Lessor the Basic Rent and other sums required to be paid by Lessee to and including the date of such expiration, termination or repossession; and, thereafter, Lessee shall, until the end of what would have been the Term in the absence of such expiration, termination or repossession, and whether or not the Leased Premises or any part thereof shall have been relet, be liable to Lessor for, and shall pay to Lessor, as liquidated and agreed current damages on each Basic Rent Payment Date: (i) the Basic Rent and other sums which would be payable under this Lease by Lessee in the absence of such expiration, termination or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Lessee pursuant to Section 17(d) hereof, after deducting from such proceeds all Lessor's expenses in connection with such reletting (including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, employees' expenses, alteration costs and expenses of preparation for such reletting). Lessee will pay such current damages on the days on which the Basic Rent would have been payable under this Lease in the absence of such expiration, termination or repossession, and Lessor shall be entitled to recover the same from Lessee on each such day. The provisions of this Section 17(f) and of Section 15(b) hereof shall not be construed to allow Lessor to recover from Lessee, on a cumulative basis, any amount in excess of Lessor's damages hereunder, after giving effect to the net proceeds of reletting of the Leased Premises.

(g) At any time after any such expiration or termination of this Lease or repossession of the Leased Premises or any part thereof by reason of the occurrence of an Event of Default, whether or not Lessor shall have collected any current damages pursuant to Section 17(f) hereof, Lessor shall be entitled to recover from Lessee, and Lessee will pay to Lessor on demand, as and for liquidated and agreed final damages for Lessee's default and in lieu of all current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount

equal to the excess, if any, of (i) the Basic Rent, Additional Rent and other sums which would be payable under this Lease from the date of such demand (or, if it be earlier, the date to which Lessee shall have satisfied in full its obligations under Section 17(f) hereof to pay current damages) for what would be the then unexpired term of this Lease in the absence of such expiration, termination or repossession, discounted at the rate of ten percent (10%) per annum over (ii) the then fair net rental value of the Leased Premises for the same period, discounted at the rate of ten percent (10%) per annum. If any statute or rule of Law shall validly limit the amount of such liquidated final damages to less than the amount above agreed upon, Lessor shall be entitled to the maximum amount allowable under such statute or rule of Law.

(h) The words "enter," "re-enter," or "re-entry," as used in this Section 17, are not restricted to their technical meaning.

18. Additional Rights of Lessor

(a) No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder or now nor hereafter existing at Law or in equity or by statute. The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. A receipt by Lessor of any Basic Rent, Additional Rent or any other sum payable hereunder with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the waiving party. In addition to other remedies provided in this Lease, Lessor shall be entitled, to the extent permitted by applicable Law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Lessor at Law or in equity.

(b) Lessee hereby waives and surrenders, to the extent not prohibited by Law, for itself and all those claiming under it, including creditors of all kinds, (i) any right and privilege which it or any of them may have under any present or future constitution, statute or rule of Law to redeem the Leased Premises or to have a continuance of this Lease for the Term after termination of Lessee's right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms of this Lease, or after the termination of the Term as herein provided, and (ii) the benefits of any present or future constitution, statute or rule of Law which exempts property from liability for debt or for distress for rent.

(c) In the event Lessee shall be in default in the performance of any of its obligations under this Lease, and an action shall be brought for the enforcement thereof in which it shall be determined that Lessee was in default, Lessee shall pay to Lessor all the expenses incurred in connection therewith including reasonable attorneys' fees. In the event Lessor shall, without fault on its part, be made a party to any litigation commenced

against Lessee, and if Lessee, at its expense, shall fail to provide Lessor with counsel reasonably approved by Lessor, Lessee shall pay all costs and reasonable attorneys' fees incurred or paid by Lessor in connection with such litigation.

(d) If an Event of Default has happened and is continuing, Lessor may, but shall not be obligated to, make any payment or perform any act required hereunder to be made or performed by Lessee which has not been performed within the time period specified herein for such performance, with the same effect as if made or performed by Lessee, provided that no entry by Lessor upon the Leased Premises for such purpose shall create any liability to Lessee on the part of Lessor or shall constitute or shall be deemed to be an eviction of Lessee, and no such entry shall waive or release Lessee from any obligation or default hereunder. All sums so paid by Lessor and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by Lessor in connection with the performance of any such act, together with interest thereon at the rate specified in Section 6(b) hereof, shall constitute Additional Rent payable by Lessee hereunder.

19. Notices, Demands and Other Instruments All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if (i) with respect to Lessee, sent by certified or registered mail, postage prepaid, or by commercial courier, against receipt, addressed to Lessee at its address first above set forth, and (ii) with respect to Lessor, sent by certified or registered mail postage prepaid, or by commercial courier, against receipt, addressed to Lessor at its address first above set forth. All such notices shall be effective upon receipt. Lessor and Lessee shall each have the right from time to time to specify as its address for purposes of this Lease any other address in the United States of America upon giving fifteen (15) days' written notice thereof to the other.

20. Estoppel Certificates Lessee shall, at any time and from time to time, upon not less than twenty (20) days' prior written request by Lessor, execute, acknowledge and deliver to Lessor a statement in writing, executed by an authorized officer of Lessee, certifying (i) that this Lease is unmodified (other than may have been agreed in writing by the Parties) and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, and setting forth such modifications), (ii) the dates to which Basic Rent, Additional Rent and all other sums payable hereunder have been paid, (iii) that to the knowledge of the signer of such certificate no default exists hereunder or specifying each such default of which the signer may have knowledge (and if any default exists, specifying the nature and period of existence thereof and what action Lessee is taking or proposes to take with respect thereto and whether notice thereof has been given to Lessee); and (iv) that, to the knowledge of the signer of such certificate, there are no proceedings pending or threatened against Lessee before or by any court or administrative agency which, if adversely decided, would materially and adversely affect the financial condition and operations of Lessee, or if any such proceedings are pending or threatened to said signers knowledge, specifying and describing the same. It is intended that any such statements

may be relied upon by Lessor or its assignees or by any prospective purchaser of the Leased Premises.

21. Signage Lessee shall not erect, maintain or display upon the Leased Premises any billboards, advertising or signs without first receiving the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion.

22. No Merger There shall be no merger of this Lease or of the leasehold estate hereby created with any other estate or interest in the Leased Premises or any part thereof by reason of the fact that the same person, firm or corporation or other entity may acquire or hold, directly or indirectly, (i) any interest in this Lease or the leasehold estate hereby created or (ii) any such other estate or interest in the Leased Premises or any part.

23. Surrender Upon the expiration or earlier termination of this lease, Lessee shall peaceably leave and surrender the Leased Premises to Lessor in the same condition in which the Leased Premises were originally received from Lessor at the commencement of the Term, except as completed, repaired, rebuilt, restored, altered or added to as permitted hereunder or required by any provision of this Lease or any other agreement between Lessor and Lessee, and except for ordinary wear and tear. Lessee shall remove from the Leased Premises on or prior to such expiration or earlier termination all property situated thereon that is not owned by Lessor, and, at its expense, shall, on or prior to such expiration or earlier termination, repair any damage caused by such removal. Lessor may cause any such property not so removed at the expiration or earlier termination to be removed from the Leased Premises and disposed of without liability to Lessor, but the cost of any such removal and disposition and the cost of repairing any damage caused by such removal shall be borne by Lessee. Lessor shall be entitled to apply the proceeds arising from such disposition to the cost of such removal, disposition or repair. Any property not removed by Lessee within thirty (30) days after the expiration or earlier termination of this Lease shall become the property of Lessor.

24. Books and Records

(a) Lessee shall keep or cause to be kept adequate records and books of account with respect to the finances and business of Lessee generally, in accordance with generally accepted accounting principles consistently applied, and shall permit Lessor by its agents, accountants and attorneys, to visit and inspect the Leased Premises and examine the records and books of account and to discuss the finances and business with the officers of Lessee, at such reasonable times and with such reasonable frequency as may be requested by Lessor.

(b) Lessee shall deliver to Lessor as soon as available annual financial statements of Lessee and such other relevant financial data as Lessor may reasonably require pertaining to Lessee or to the Leased Premises

25. Non-Recourse Anything contained herein to the contrary notwithstanding, any claim based on or in respect of any liability of Lessor under this Lease shall be enforced only against the Leased Premises and not against any other assets, properties of funds of (i) Lessor or any director, officer, general partner, limited partner, member, employee or agent of Lessor (or any legal representative, heir, estate, successor or assign of any thereof), or (ii) any other person, corporation or other entity affiliated with any of the foregoing.

26. Separability Each and every covenant and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Lessor shall not discharge or relieve Lessee from any of its obligations under this Lease. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by Law.

27. Binding Effect All of the covenants, conditions and obligations contained in this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Lessor and Lessee to the same extent as if each successor and assign were in each case named as a party to this Lease. This Lease may not be changed, modified or discharged except by a writing signed by Lessor and Lessee.

28. Headings The headings to the various sections of this Lease have been inserted for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Lease.

29. Environmental Matters.

(a) As used in this Section 29, the following items shall have meanings set forth below:

(i) "CAA" - shall mean the Clean Air Act, codified at 42 U.S.C. §§ 7401, et seq., as amended;

(ii) "CERCLA" - shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, codified at 42 U.S.C. §§ 9601, et seq., as amended;

(iii) "CWA" - shall mean the Clean Water Act, codified at 33 U.S.C. §§ 1251, et seq., as amended;

(iv) "Environmental Laws" - shall mean CERCLA, HMTA, RCRA, CAA, CWA, TSCA, RHA and the Right-to-Know Act and all other federal, local and municipal Laws, statutes, ordinances and codes, guidelines and standards relating to health, safety, sanitation, and the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials, including, without limitation, Laws and regulations regarding the discharge of water or other materials or fluids into waterways, and the rules, regulations, guidelines, decisions, orders and directives of federal, local and municipal governmental agencies, authorities and courts with respect thereto presently in effect or hereafter enacted, promulgated or implemented.

(v) "Environmental Permits" - shall mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Laws, on either an individual or group basis, in connection with the construction, ownership, use or operation of the Land or the Improvements, or the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials related to the Land or the Improvements;

(vi) "Hazardous Materials" - shall mean, without limitation, flammables, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum or petroleum based or related substances, hydrocarbons or like substances and their additives or constituents, and any substances now or hereafter defined as "hazardous substances," "extremely hazardous substances," "hazardous wastes" or "toxic chemicals" in CERCLA, HMTA, RCRA, CAA, CWA, TSCA, RHA, the Right-To-Know Act, or any so-called "superfund" or "superlien" Law or the regulations promulgated pursuant thereto, or any other applicable federal, state or local Law, common Law, code, rule, regulation, order, or ordinance, presently in effect or hereafter enacted, promulgated or implemented.

(vii) "HMTA" - shall mean the Hazardous Materials Transportation Act, codified at 49 U.S.C. §§ 1801, et seq., as amended;

(viii) "RCRA" - shall mean the Resource Conservation and Recovery Act of 1976, codified at 42 U.S.C. § § 6901, et seq., as amended;

(ix) "Release" - shall have the same meaning as given to that term in CERCLA, as amended, and the regulations promulgated thereunder;

(x) "RHA" - shall mean the Rivers and Harbors Appropriation Act, codified at 33 U.S.C. §§ 401, et seq., as amended;

(xi) "Right-To-Know Act" - shall mean the Emergency Planning and Community Right-To-Know Act, codified at 42 U.S.C. §§ 11001, et seq.;

(xii) "TSCA" - shall mean the Toxic Substances Control Act, codified at 15 U.S.C. §§ 2601, et seq., as amended.

(b) Lessee shall comply at all times and in all respects with the provisions of all Environmental Laws and Environmental Permits, and shall not commit any actions or omissions that result in the incurrence of any liability under such Environmental Laws and Environmental Permits. Lessee will not allow, cause or permit any Hazardous Materials to be deposited on or under the Land, or otherwise Released or threatened to be Released from or on the Land, or otherwise Released or threatened to be Released from or on the Land or the Improvements, by any person whatsoever except as normally and properly used in the operation of the Improvements and in compliance with all Environmental Laws. Lessee shall conduct all of its activities on the Land and Improvements, including, without limitation, the off-site disposal of any Hazardous Materials originating on or from the Land or Improvements, in compliance with all Environmental Laws. Lessee shall obtain or be covered by, whenever necessary appropriate Environmental Permits for its operations and shall comply in all respects with the requirements of such Environmental Permits.

(c) Lessee hereby agrees to indemnify, hold harmless and defend Lessor and its partners, officers, directors, members, lenders, agents and employees from and against any and all claims, losses, damages, liabilities, penalties, costs, assessments, expenses, demands, fines or liabilities of whatever kind or nature, in any way relating to or arising out of:

(i) The Release or threat of Release of any Hazardous Materials in, on, above, from or under the Land or Improvements during the Term hereof;

(ii) Any activity by any party on, off or within the Land or Improvements in connection with the use, handling, treatment, monitoring, removal, storage, decontamination, clean up, testing, transportation or disposal of any Hazardous Materials located at any time on, within or under the Land or the Improvements and introduced onto the Land or the Improvements at any time on or after the commencement of the Term;

(iii) The use, handling, treatment, monitoring, removal, storage, decontamination, clean-up, testing, transportation or disposal of any Hazardous Materials on, under or within the Land or the Improvements which were introduced onto the Land or into the Improvements at any time on or after the commencement of the Term and prior to the expiration or other termination of this Lease;

(iv) The performance by Lessee or any other party acting on behalf of Lessee during the Term of any inspection, investigation, audit, study, sampling, testing, removal, containment or other remedial action or other clean-up related to

Hazardous Materials on, above, within, related to, or affected by, the Land or the Improvements.

(v) The imposition, recording or filing of any lien (including, without limitation, a so-called "superlien") against the Land or the Improvements as a result of the incurrence by any party of any claims, expenses, demands, losses, costs, fines or liabilities of whatever kind or nature with respect to any actual, suspected or threatened Release of Hazardous Materials or environmental condition, on, above, within, related to, or affected by, the Land or the Improvements at any time after the Lease Commencement Date; or

(vi) The violation by Lessee of any applicable Environmental Laws or Environmental Permits with respect to the Land or the Improvements.

(d) The foregoing provisions of this Section 29 shall survive the expiration or any other termination of this Lease

30. Miscellaneous

(a) This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

(b) References to the masculine shall include the feminine and neuter and the plural shall include the singular, as the context may require.

(c) This Lease shall be construed and enforced in accordance with the Law of the State of Tennessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be signed in their behalf by their respective signatories thereunto duly authorized as of the date first above set forth.

LESSOR

WITNESS:

ST. JUDE CHILDREN'S RESEARCH  
HOSPITAL, INC.

By:   
James R. Downing, MD  
President and Chief Executive Officer

LESSEE

WITNESS:

ST. JUDE CHILDREN'S RESEARCH  
HOSPITAL HOME CARE, LLC

By: \_\_\_\_\_

  
James R. Downing, MD  
President and Chief Executive Officer of the  
Sole Member

APPROVED BY MASTER LESSOR

WITNESS:

AMERICAN LEBANESE SYRIAN  
ASSOCIATED CHARITIES, INC.

By: \_\_\_\_\_

  
Name: Emily Greer  
Title: Chief Administrative Officer

  
SH

EXHIBIT A--Leased Premises - See Attached

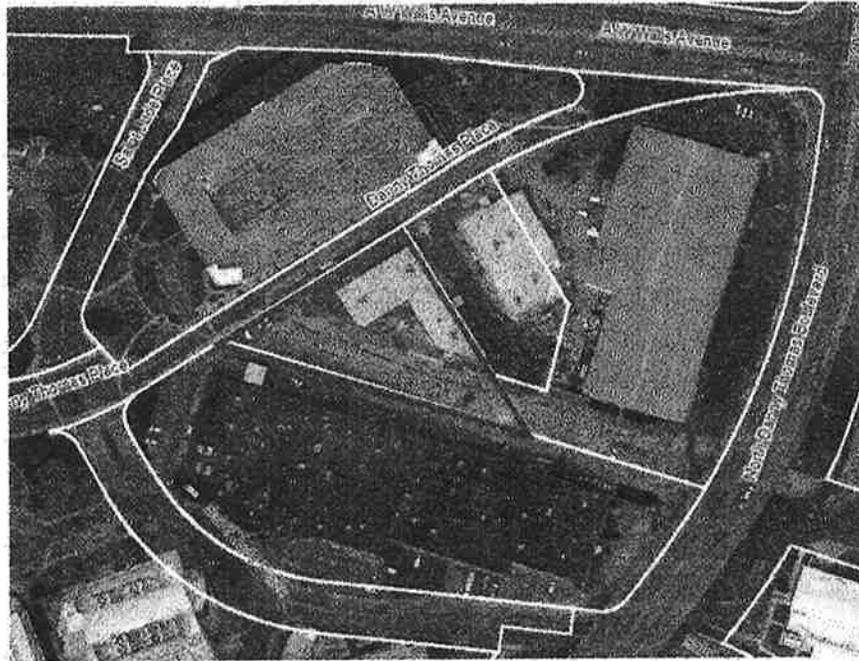
Signature: \_\_\_\_\_

  
Sara Hall (Jul 13, 2020 10:37 CDT)

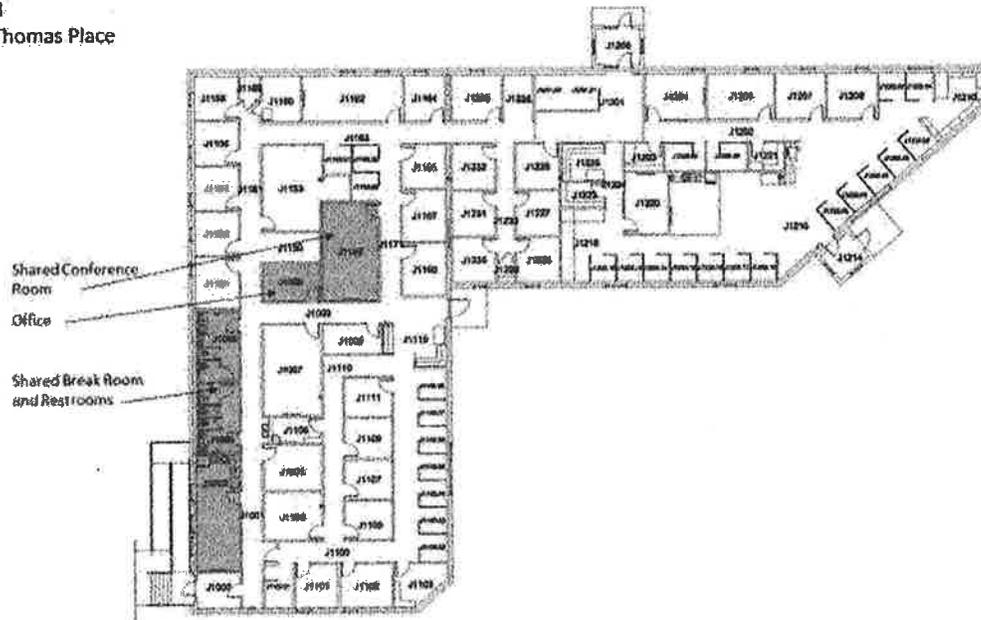
Email: sara.hall@stjude.org

## EXHIBIT A--Leased Premises

545 Danny Thomas Place  
Memphis, TN 38105  
1.107 Acres  
Parcel 00109500005C

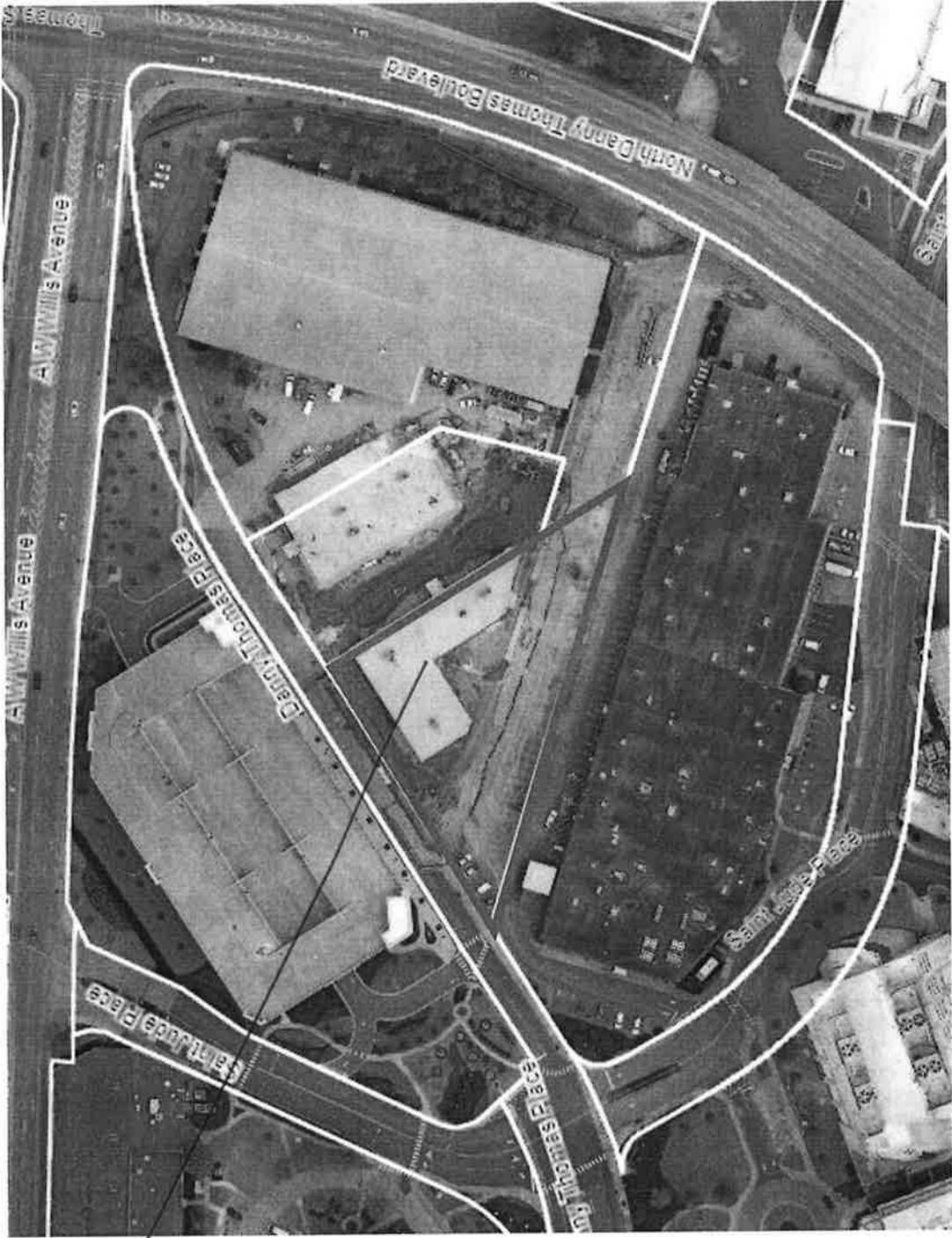


FLOOR PLAN  
545 Danny Thomas Place



**A-6B-1) a-d**

**Plot Plan**

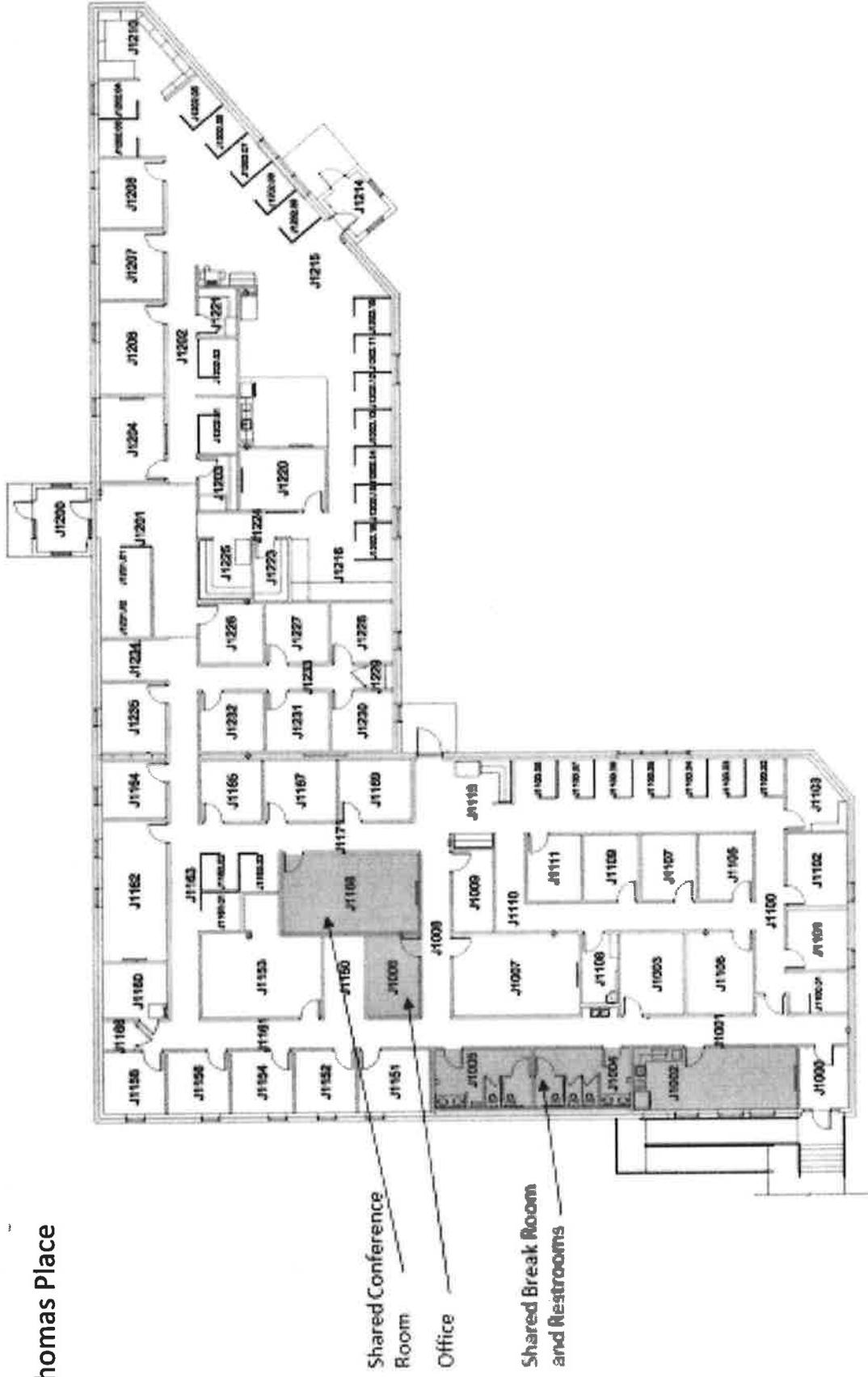


545 Danny Thomas Place  
Memphis, TN 38105  
1.107 Acres  
Parcel 00109500005C

**A-6B-2**

**Floor Plans**

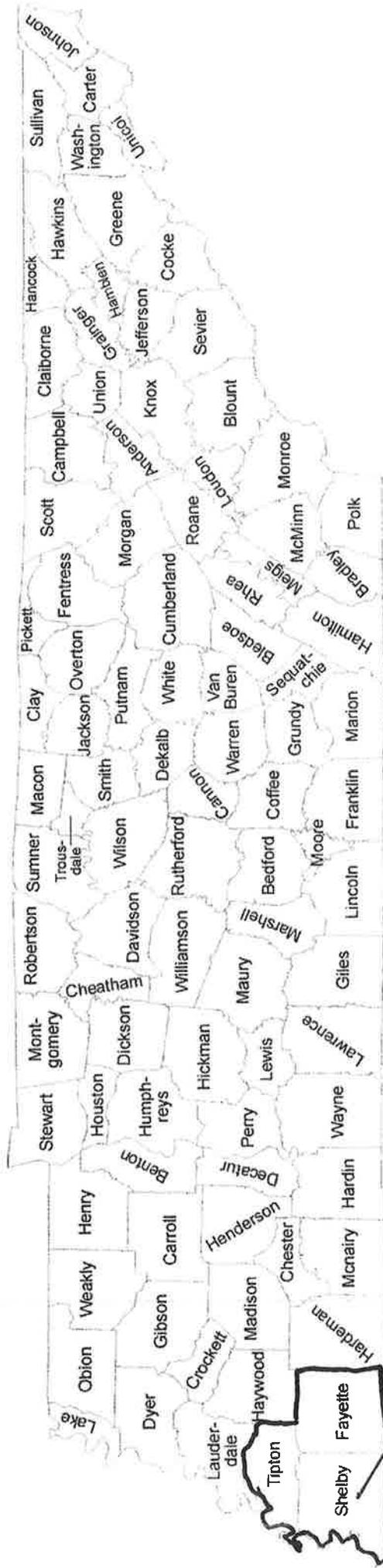
**FLOOR PLAN**  
**545 Danny Thomas Place**



**B-Need-1-SHP Criterion 10b**  
**Staff Qualifications & Training**

**B-Need-3**

**Service Area Map**



**ST JUDE CHILDREN'S RESEARCH HOSPITAL HOME CARE  
SERVICE AREA**



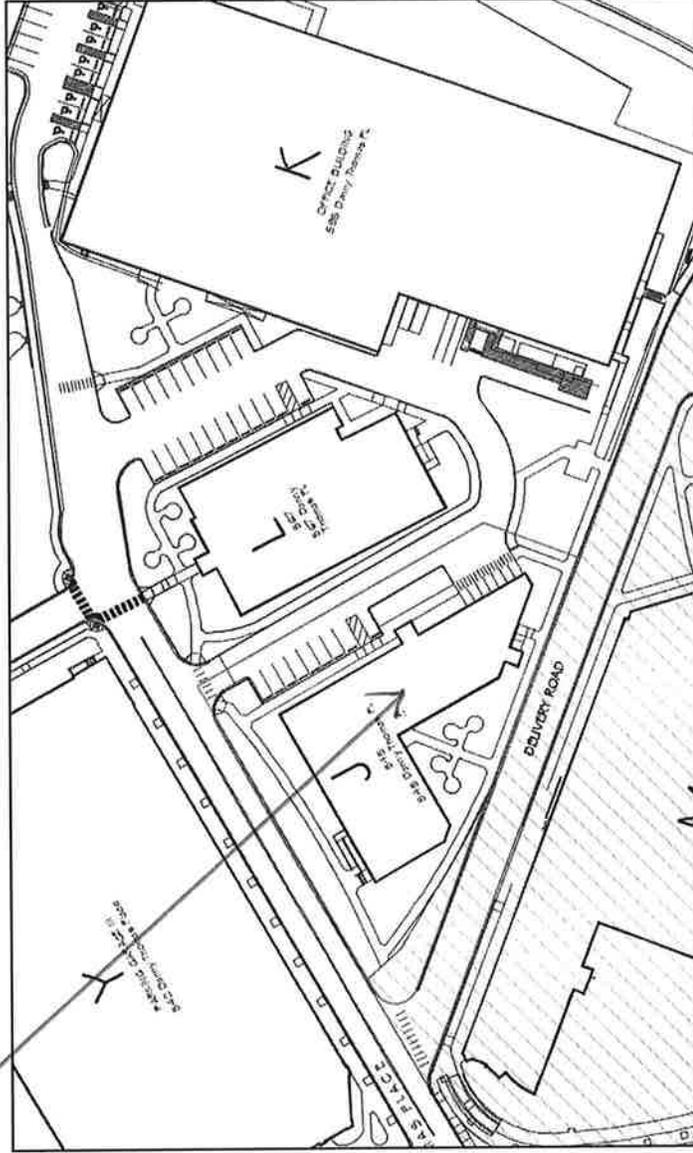
- Entrance Gates
- Patient Only Parking
- Off-Campus Parking
- Marlo Thomas Center
- Kay Kafe
- Mail Services Center
- Docks

- (A) Danny Thomas/ALSAC Pavilion
- (B) Patient Care Center
- (C) Richard C. Shadyac ALSAC Tower
- (D) Danny Thomas Research Center
- (E) Donald P. Pinkel, MD, Research Tower
- (F) Central Energy Plant
- (G) AutoZone Garage 1
- (H) Incinerator/Hazardous Waste
- (I) Chill's Care Center
- (IA) Kay Research
- (J) 545 Danny Th

- (K) 595 Build
- (L) 567 Danr
- (M) Future Re
- (MA) Future Af
- (N) 305 Build
- (O) Tamer-Ra
- (OA) Tamer-Ra
- (OE) Domino's
- (P) AutoZone

Joshua Greer, MHA, CSSGB  
 Clinical Operations Manager

Building 545 – Bldg. J



## **B-Economic Feasibility-1E**

### **Documentation of Construction Cost Estimate**



**DITTO COATINGS, INC.**  
COMMERCIAL / INDUSTRIAL

**7/13/2020**

**Att: Terry Fletcher**

**Re: Painting of Room J1006**

**Scope of Work: Interior painting of one room approximately 10'x11'.  
Price includes painting of one door/frame. All labor and material is  
included in the price.**

**Price: \$290.00**

**Thank You,**

**-Andrew Ditto**

2277 Podesta Cv.  
Memphis, TN 38134  
901-373-3744 Fax 373-3772  
Cell 901-508-2745

## **B-Economic Feasibility-2**

### **Funding/Financing Availability**



July 10, 2020

Mr. Logan Grant, Executive Director  
Tennessee Health Services and Development Agency  
Andrew Jackson Building, 9<sup>th</sup> Floor  
502 Deaderick Street  
Nashville, TN 37243

RE: St. Jude Children's Research Hospital Home Care, LLC

Dear Mr. Grant:

St. Jude Children's Research Hospital Home Care, LLC has filed an application for a Certificate of Need to establish a home health care agency to provide home care services to patients of St. Jude's Children's Research Hospital, at locations in Shelby, Fayette, and Tipton Counties. This LLC is wholly owned by St. Jude's Children's Research Hospital, Inc., of which I am Chief Administrative and Financial Officer.

The total project cost under your rules is \$181,594, of which \$145,964 is the estimated capital cost required to implement the project. I am writing to confirm that St. Jude's Children's Research Hospital, Inc, will provide all capital and startup funds needed to implement the service, and will also provide continuing funding to assure its financial feasibility, on an unlimited and continuing basis.

The Certificate of Need application includes our audited financial statements documenting that sufficient funds are available to make this commitment.

Sincerely,

Pat Keel  
Executive Vice President, Chief Administrative and Financial Officer  
St. Jude Children's Research Hospital, Inc.

## **B-Economic Feasibility-6A**

### **Financial Statements**

# **St. Jude Children's Research Hospital, Inc. and Subsidiaries**

**Consolidated Financial Statements as of and  
for the Years Ended June 30, 2019 and 2018, and  
Independent Auditors' Report**



**Deloitte & Touche LLP**  
6075 Poplar Avenue  
Suite 350  
Memphis, TN 38119-0112  
USA

Tel: +1 901 322 6700  
Fax: +1 901 322 6799  
[www.deloitte.com](http://www.deloitte.com)

## **INDEPENDENT AUDITORS' REPORT**

To the Board of Governors of  
St. Jude Children's Research Hospital, Inc.  
Memphis, Tennessee

We have audited the accompanying consolidated financial statements of St. Jude Children's Research Hospital, Inc. and its wholly owned subsidiaries (collectively, the "Hospital"), which comprise the consolidated statements of financial position as of June 30, 2019 and 2018, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Consolidated Financial Statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Hospital's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Hospital's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of St. Jude Children's Research Hospital, Inc. and its wholly owned subsidiaries as of June 30, 2019 and 2018, and the changes in its net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Deloitte & Touche LLP*

October 4, 2019

# ST. JUDE CHILDREN'S RESEARCH HOSPITAL, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION AS OF JUNE 30, 2019 AND 2018

	2019	2018
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash	\$ 4,118,944	\$ 1,110,291
Accounts receivable:		
Patient care services—net	18,476,506	18,945,273
Grants and contracts	29,362,954	22,491,694
Other	2,552,031	2,758,213
Inventories	9,042,686	7,732,327
Prepaid expenses and other assets	<u>19,016,975</u>	<u>13,941,837</u>
Total current assets	82,570,096	66,979,635
ASSETS LIMITED AS TO USE	2,370,565	2,222,796
INTEREST IN NET ASSETS OF ALSAC	5,366,070,585	4,695,858,063
PROPERTY AND EQUIPMENT—Net	<u>763,227,185</u>	<u>669,110,408</u>
<b>TOTAL</b>	<b><u>\$6,214,238,431</u></b>	<b><u>\$5,434,170,902</u></b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 83,870,233	\$ 66,806,509
Accrued payroll costs	49,392,207	41,525,290
Employee health liability costs	<u>3,902,000</u>	<u>3,945,000</u>
Total current liabilities	137,164,440	112,276,799
DEFERRED REVENUES FROM GRANTS AND CONTRACTS	14,186,821	15,399,715
OTHER LONG-TERM LIABILITIES	<u>3,197,474</u>	<u>3,621,636</u>
Total liabilities	<u>154,548,735</u>	<u>131,298,150</u>
<b>NET ASSETS:</b>		
Without donor restrictions	4,972,521,523	4,305,810,709
With donor restrictions	<u>1,087,168,173</u>	<u>997,062,043</u>
Total net assets	<u>6,059,689,696</u>	<u>5,302,872,752</u>
<b>TOTAL</b>	<b><u>\$6,214,238,431</u></b>	<b><u>\$5,434,170,902</u></b>

See notes to consolidated financial statements.

**ST. JUDE CHILDREN'S RESEARCH HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	2019			2018		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
<b>REVENUES, GAINS, AND OTHER SUPPORT:</b>						
Net patient service revenue	\$ 109,172,619	\$ -	\$ 109,172,619	\$ 117,420,862	\$ -	\$ 117,420,862
Research grants and contracts	109,635,882	-	109,635,882	94,401,470	-	94,401,470
Net investment income	147,768	-	147,768	179,364	-	179,364
Other	<u>24,595,112</u>	<u>-</u>	<u>24,595,112</u>	<u>18,895,861</u>	<u>-</u>	<u>18,895,861</u>
Total revenues, gains, and other support	<u>243,551,381</u>	<u>-</u>	<u>243,551,381</u>	<u>230,897,557</u>	<u>-</u>	<u>230,897,557</u>
<b>EXPENSES:</b>						
Program services:						
Patient care services	490,685,639	-	490,685,639	457,825,537	-	457,825,537
Research	436,938,714	-	436,938,714	410,716,516	-	410,716,516
Education, training, and community services	<u>29,338,061</u>	<u>-</u>	<u>29,338,061</u>	<u>21,767,276</u>	<u>-</u>	<u>21,767,276</u>
Total program services	956,962,414	-	956,962,414	890,309,329	-	890,309,329
Supporting services—administrative and general	<u>64,479,887</u>	<u>-</u>	<u>64,479,887</u>	<u>60,406,303</u>	<u>-</u>	<u>60,406,303</u>
Total expenses	<u>1,021,442,301</u>	<u>-</u>	<u>1,021,442,301</u>	<u>950,715,632</u>	<u>-</u>	<u>950,715,632</u>
CHANGE IN INTEREST IN NET ASSETS OF ALSAC	<u>580,106,392</u>	<u>-</u>	<u>580,106,392</u>	<u>553,518,977</u>	<u>-</u>	<u>553,518,977</u>
LOSS FROM DISPOSAL OF PROPERTY AND EQUIPMENT	<u>(627,023)</u>	<u>-</u>	<u>(627,023)</u>	<u>(7,552,294)</u>	<u>-</u>	<u>(7,552,294)</u>
EXPENSES IN EXCESS OF REVENUES, GAINS, AND OTHER SUPPORT	(198,411,551)	-	(198,411,551)	(173,851,392)	-	(173,851,392)
NET SUPPORT RECEIVED FROM ALSAC	865,122,365	-	865,122,365	755,384,652	-	755,384,652
NET ASSETS TRANSFERRED FROM ALSAC	-	-	-	2,017,179	-	2,017,179
CHANGE IN INTEREST IN NET ASSETS OF ALSAC	-	<u>90,106,130</u>	<u>90,106,130</u>	-	<u>59,405,137</u>	<u>59,405,137</u>
CHANGES IN NET ASSETS	666,710,814	90,106,130	756,816,944	583,550,439	59,405,137	642,955,576
NET ASSETS—Beginning of year	<u>4,305,810,709</u>	<u>997,062,043</u>	<u>5,302,872,752</u>	<u>3,722,260,270</u>	<u>937,656,906</u>	<u>4,659,917,176</u>
NET ASSETS—End of year	<u>\$ 4,972,521,523</u>	<u>\$ 1,087,168,173</u>	<u>\$ 6,059,689,696</u>	<u>\$ 4,305,810,709</u>	<u>\$ 997,062,043</u>	<u>\$ 5,302,872,752</u>

See notes to consolidated financial statements.

## 2. LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	<b>2019</b>
Financial assets at year end:	
Cash	\$ 4,118,944
Accounts receivable:	
Patient care services-net	18,476,506
Grants and contracts	29,362,954
Other	2,552,031
Assets limited as to use	<u>2,370,565</u>
Total financial assets	56,881,000
Less amounts not available to be used within one year:	
Assets limited as to use	<u>(2,370,565)</u>
Financial assets available within one year	<u>\$ 54,510,435</u>

Additionally, the Hospital has a cash management arrangement with ALSAC, generally providing for ALSAC's reimbursement of Hospital funds when Hospital expenditures are presented for payment.

## 3. ASSETS LIMITED AS TO USE

Assets limited as to use under self-insurance funding arrangements represent the Hospital's ownership of a percentage of assets in a diversified pooled investment portfolio (the "Portfolio") based on the market value after adjusting for the time-weighted holding period of any contributions and withdrawals to the Portfolio. The Portfolio is administered by a third-party custodian and maintained for the exclusive use of the Hospital. Assets limited as to use were \$2,370,565 and \$2,222,796 for the years ended June 30, 2019 and 2018, respectively.

The composition of net investment income for the years ended June 30, 2019 and 2018, is as follows:

	<b>2019</b>	<b>2018</b>
Interest and dividend income	\$ 11,974	\$ 11,469
Net realized and unrealized investment gain	<u>135,794</u>	<u>167,895</u>
Total investment income	<u>\$147,768</u>	<u>\$179,364</u>

## 9. ALSAC

The accompanying consolidated financial statements do not include the individual accounts of ALSAC. Because of the Hospital's relationship as ALSAC's sole beneficiary and the overall financial inter-relationship of the Hospital and ALSAC, the Hospital's interest in the net assets of ALSAC is reported in its statements of financial position, with corresponding changes in those net assets reported in a "quasi-equity method" in the statements of activities. A summary of the financial statements of ALSAC as of June 30, 2019 and 2018, and for the years then ended is as follows:

	<b>2019</b>	<b>2018</b>
Assets:		
Cash and investments	\$ 5,191,081,747	\$ 4,540,306,597
Other assets	<u>270,024,065</u>	<u>240,293,315</u>
Total assets	<u>\$ 5,461,105,812</u>	<u>\$ 4,780,599,912</u>
Total liabilities	<u>\$ 95,035,227</u>	<u>\$ 84,741,849</u>
Net assets:		
Without donor restrictions	4,278,902,412	3,698,796,020
With donor restrictions	<u>1,087,168,173</u>	<u>997,062,043</u>
Total net assets	<u>5,366,070,585</u>	<u>4,695,858,063</u>
Total liabilities and net assets	<u>\$ 5,461,105,812</u>	<u>\$ 4,780,599,912</u>
Revenues, gains, and other support	<u>\$ 2,081,168,859</u>	<u>\$ 1,862,577,976</u>
Expenses:		
Hospital support	865,122,365	755,384,652
Other program services	142,395,893	131,996,753
Supporting services	<u>403,394,327</u>	<u>360,296,688</u>
Total expenses	<u>1,410,912,585</u>	<u>1,247,678,093</u>
Gain (loss) from disposal of property and equipment	<u>(43,752)</u>	<u>41,410</u>
Net assets transferred to the Hospital	<u>-</u>	<u>(2,017,179)</u>
Changes in net assets	670,212,522	612,924,114
Net assets—beginning of year	<u>4,695,858,063</u>	<u>4,082,933,949</u>
Net assets—end of year	<u>\$ 5,366,070,585</u>	<u>\$ 4,695,858,063</u>

## **Miscellaneous Information**

Potential Contracts for St. Jude Home Care Agency

AETNA  
 AmeriGroup of TN (TennCare)  
 AmeriHealth Caritas of LA, Inc. (LA Medicaid)  
 Arkansas Managed Care Organization  
 Baptist Health Plan (KY) formerly Bluegrass Family Health, Inc.  
 Baptist Health Services Group (BMSG)  
 Blue Cross Blue Shield TN (Commercial, TennCare and exchange products)  
 Celtic Insurance Company (Sunflower Health Plan - KS Medicaid - Centene)  
 Center Care (KY)  
 CIGNA  
 Consociate Care  
 Coventry Health Care of Missouri, Inc.  
 Coventry Healthcare of Louisiana  
 First Health/CCN  
 Health Care USA Missouri Medicaid (AETNA Better Health)  
 Health Choice of Oklahoma  
 Health Choice, LLC  
 Health Link of Mississippi  
 Health Link, Inc. (Missouri)  
 Health Management Network  
 Health Partners, Inc.  
 Health Plus, Inc.  
 Health Value Management, Inc. d/b/a Choice Care Network (Commercial + Humana KY Medicaid)  
 Healthplus of Louisiana  
 HealthSCOPE Benefits, Inc.  
 Healthy Blue (BCBS LA Medicaid product)  
 Home State Health Plan (MO Medicaid)  
 Humana Health Plan, Inc.  
 Humana Military Healthcare Services (HMHS)  
 Interlink COE Networks  
 InterPlan Health Group  
 Louisiana Health Care Connections (LA Medicaid)  
 Magnolia Health Plan, Inc. (Centene - MS Medicaid)  
 Mississippi Physician Care Network (MPCN)  
 Molina Healthcare of Mississippi (MS Medicaid)  
 MultiPlan Network - PHCS Network  
 North Alabama Managed Care, Inc. (NAMCI)  
 NOVANET, INC.  
 OPTUM Health  
 Provider Select, Inc.  
 The Initial Group  
 Three Rivers Provider Network (TRPN)  
 United Healthcare Community Plan (AmeriChoice) (Hospital)  
 United Healthcare Community Plan (AmeriChoice) (Physician)  
 United Healthcare community Plan CHIPS  
 United Healthcare Community Plan Mississippi CCN  
 United Healthcare of Louisiana (LA Medicaid)  
 United Healthcare of Tennessee (commercial and TennCare)  
 USA Managed Care Organization  
 Vantage Health Plan (HMO & PPO)  
 Verity Health Net  
 WellCare of KY (KY Medicaid)

TennCare Enrollment Report for June 2020

MCO	REGION	Total
AMERIGROUP COMMUNITY CARE	East Tennessee	136,704
AMERIGROUP COMMUNITY CARE	Middle Tennessee	164,366
AMERIGROUP COMMUNITY CARE	West Tennessee	121,637
BLUECARE	East Tennessee	215,138
BLUECARE	Middle Tennessee	168,804
BLUECARE	West Tennessee	151,162
UnitedHealthcare Community Plan	East Tennessee	139,465
UnitedHealthcare Community Plan	Middle Tennessee	166,279
UnitedHealthcare Community Plan	West Tennessee	121,460
TENNCARE SELECT HIGH	All	50,145
TENNCARE SELECT LOW	All	13,982
PACE		269
Availing MCO assignment		28
<b>Grand Total</b>		<b>1,449,437</b>

COUNTY	Female			Male			Unknown			Grand Total	
	0-18	19-20	65->	0-18	19-20	65->	0-18	19-20	65->		
ANDERSON	4,356	328	4,367	633	9,684	4,615	240	1,869	288	7,012	16,899
BEDFORD	3,761	282	3,004	241	7,268	3,839	225	1,057	128	5,249	12,517
BENTON	1,042	85	1,125	157	2,409	1,060	67	532	81	1,740	4,149
BLEDSCOE	685	73	816	119	1,693	818	52	412	76	1,356	3,051
BLOUNT	5,874	492	5,713	689	12,768	6,186	332	2,344	336	9,198	21,966
BRADLEY	6,185	474	5,986	662	13,307	6,375	369	2,377	340	9,461	22,768
CAMPBELL	2,757	263	3,367	629	7,016	2,942	212	1,675	348	5,177	12,193
CANNON	898	69	848	121	1,996	864	49	388	90	1,301	3,237
CARROLL	1,741	145	2,043	299	4,228	1,965	145	949	142	3,201	7,498
CARTER	3,043	281	3,456	639	7,419	3,285	228	1,702	272	5,487	12,968
CHEATHAM	1,860	143	1,699	181	3,883	1,883	118	653	91	2,745	6,628
CHESTER	1,098	82	1,051	115	2,346	992	76	414	77	1,559	3,905
CLABORNE	1,963	154	2,402	530	5,049	2,126	172	1,277	278	3,853	8,902
CLAY	485	38	497	119	1,150	513	35	299	46	893	2,048
COCKE	2,707	223	3,216	494	6,640	2,895	186	1,572	259	4,912	11,552
COFFE	3,695	294	3,719	405	8,413	3,886	233	1,466	180	5,765	13,878
CROCKETT	996	77	923	191	2,187	1,045	77	391	75	1,588	3,775
CROCKETT	250	250	3,212	481	7,204	3,501	191	1,474	254	5,420	12,694
GUMBERLAND	40,819	2,645	32,087	3,447	78,998	41,896	2,168	12,469	2,032	58,565	137,583
DAVIDSON	690	58	771	152	1,671	794	53	374	66	1,287	2,958
DEKALB	1,315	93	1,314	190	2,912	1,433	97	617	118	2,265	5,177
DICKSON	2,932	252	2,916	353	6,453	3,156	185	1,105	167	4,613	11,066
DYER	2,611	216	2,931	398	6,156	2,798	181	1,156	157	4,292	10,448
FAYETTE	1,744	145	1,820	287	3,996	1,834	130	697	128	2,789	6,765
FAYETTE	1,011	101	1,478	319	3,251	1,369	103	850	187	2,509	5,760
FENTRESS	1,353	181	2,092	289	4,575	2,125	158	897	142	3,322	7,897
FRANKLIN	2,014	181	2,092	289	4,575	2,125	158	897	142	3,322	7,897
GIBSON	3,296	261	3,444	533	7,534	3,488	234	1,396	247	5,365	12,899
GILES	1,649	139	1,724	206	3,718	1,673	81	724	130	2,608	6,328
GRAINGER	1,409	123	1,482	287	3,201	1,509	90	830	157	2,586	5,887
GREENE	3,840	344	4,259	675	9,118	4,180	250	2,069	366	6,865	15,983
GRUNDY	976	108	1,194	215	2,493	1,029	84	630	105	1,848	4,341
HAMBLETON	4,818	354	3,925	532	9,629	4,882	290	1,578	227	6,977	19,806
HAMILTON	18,338	1,265	17,017	2,278	38,898	19,014	1,055	6,386	1,184	27,639	66,537
HANCOCK	496	38	600	144	1,278	542	57	312	79	970	2,248
HARDEMAN	1,686	134	1,892	312	4,024	1,663	104	828	152	2,747	6,771
HARDIN	1,633	132	1,883	375	4,023	1,676	142	876	194	2,888	8,911
HAWKINS	3,205	299	3,629	557	7,710	3,450	211	1,700	290	5,651	13,361
HAYWOOD	1,353	114	1,566	286	3,209	1,472	90	512	110	2,184	5,383
HENDERSON	1,801	168	1,977	255	4,201	1,993	144	890	117	3,024	7,225
HENRY	1,917	158	2,077	279	4,431	2,012	134	933	126	3,205	7,630
HICKMAN	1,411	125	1,507	170	3,213	1,577	113	726	92	2,508	5,721
HOUSTON	470	35	575	116	1,196	499	31	263	59	852	2,048
HUMPHREYS	1,120	99	1,248	129	2,596	1,251	89	496	75	1,911	4,507
JACKSON	649	62	750	123	1,584	669	43	367	90	1,169	2,753
JEFFERSON	3,431	294	3,165	455	7,346	3,559	248	1,399	206	5,412	12,758
JOHNSON	1,043	84	1,123	269	2,519	1,115	63	642	147	1,967	4,486
KNOX	21,220	1,584	20,318	2,610	45,732	22,017	1,241	8,434	1,349	33,041	78,773
LAKE	451	39	572	138	1,200	504	37	267	63	871	2,071

COUNTY	Female			Male			Unknown			Grand Total
	0-18	19-20	21-64	0-18	19-20	21-64	0-18	19-20	21-64	
LAUDERDALE	1,981	2,502	2,111	2,279	4,538	2,024	129	826	3,101	7,639
LAWRENCE	2,802	2,211	2,813	368	6,204	2,844	177	1,330	160	10,715
LEWIS	781	65	786	129	1,761	831	50	343	63	3,048
LINGOLN	2,015	1,455	1,985	247	4,392	2,044	139	834	121	7,828
LOUDON	2,501	1,556	2,192	268	5,117	2,632	139	913	137	8,938
MACON	1,816	1,225	1,671	207	3,819	1,923	101	711	91	6,545
MADISON	6,830	480	6,790	818	14,918	7,027	391	2,460	419	25,215
MARION	1,696	1,174	1,913	255	4,038	1,745	121	786	133	6,823
MARSHALL	1,895	1,339	1,818	178	4,030	1,968	108	661	89	6,856
MAURY	5,454	3,885	4,693	476	11,008	5,748	338	1,678	214	18,986
MCMINN	3,128	262	3,404	455	7,349	3,452	226	1,470	225	12,722
MCNAIRY	1,659	145	1,928	324	4,056	1,692	145	876	176	6,945
MEIGS	792	60	874	103	1,829	803	59	421	55	3,187
MONROE	2,929	233	3,017	443	6,622	1,386	200	1,386	238	11,526
MONTGOMERY	11,300	822	10,666	741	23,619	11,725	638	3,320	320	39,622
MOORE	226	18	225	43	512	239	15	99	20	885
MORGAN	1,091	111	1,181	187	2,570	1,179	83	596	106	4,474
OBION	2,036	161	2,228	271	4,696	2,040	135	914	150	7,955
OVERTON	1,197	109	1,307	245	2,858	1,420	83	668	133	5,162
PERRY	478	41	488	87	1,094	517	31	341	49	1,832
PICKETT	254	14	274	70	612	289	25	156	43	1,125
POLK	944	99	1,080	170	2,293	989	82	525	97	3,986
PUTNAM	4,916	342	4,537	686	10,481	5,189	302	2,146	323	18,441
RHEA	2,269	201	2,363	353	5,186	2,388	154	1,074	172	8,084
ROANE	2,716	233	3,087	433	6,469	2,950	208	1,469	245	11,341
ROBERTSON	3,934	272	3,194	336	7,726	4,049	244	1,106	165	13,290
RUTHERFORD	16,856	1,151	13,488	1,140	32,635	17,431	898	4,544	509	56,017
SCOTT	1,879	182	1,970	356	4,387	1,919	117	1,007	178	7,808
SECUATCHIE	1,038	79	1,051	149	2,317	1,059	64	491	63	3,994
SEVIER	5,835	422	5,101	476	11,894	6,236	338	2,086	238	20,730
SHELBY	72,417	5,271	68,889	6,792	150,369	74,560	4,197	20,880	3,712	253,716
SMITH	1,089	104	1,162	152	2,507	1,191	80	457	73	4,908
STEWART	821	57	819	117	1,814	776	57	370	49	3,068
SULLIVAN	8,092	640	9,148	1,236	19,116	8,570	521	4,253	629	33,089
SUMNER	8,555	679	7,600	758	17,592	8,870	501	2,609	343	28,915
TIPTON	3,501	301	3,523	380	7,705	3,624	227	1,228	158	12,942
TROUSDALE	545	33	524	77	1,179	547	41	222	32	2,021
UNICOI	918	80	1,088	245	2,331	1,038	69	504	134	4,078
UNION	1,343	117	1,350	170	2,980	1,351	85	691	110	5,217
VAN BUREN	329	27	346	65	767	358	25	175	38	1,863
WARREN	2,927	219	2,915	423	6,485	3,011	202	1,330	220	11,248
WASHINGTON	6,176	526	6,582	965	14,249	6,440	365	3,054	483	24,681
WAYNE	763	64	893	155	1,875	845	53	381	79	3,293
WEAKLEY	1,908	159	1,942	285	4,294	2,007	109	832	142	7,884
WHITE	1,782	133	1,870	298	4,083	1,954	127	916	156	7,286
WILLIAMSON	3,861	286	2,961	361	7,469	4,120	223	1,279	159	13,250
WILSON	5,519	385	4,924	453	11,281	5,814	356	1,918	234	19,583
Other	3,366	270	3,309	104	7,049	3,393	238	1,081	43	11,804
Grand Total	388,477	29,749	373,792	46,362	843,380	409,920	24,087	148,321	23,729	1,449,457

Reports include some membership additions that are the result of retroactivity, however, additional retroactivity may still occur. The "Other" county category reflects recipients who are Tennessee residents for which their domicile is temporarily located outside of the state.

## **Support Letters**



Waller Lansden Dortch & Davis, LLP  
511 Union Street, Suite 2700  
P. O. Box 198966  
Nashville, TN 37219-8966

615.244.6380 main  
615.244.6804 fax  
wallerlaw.com

Kim Harvey Looney  
615.850.8722 direct  
kim.looney@wallerlaw.com

July 29, 2020

**Via Email**

David.Elenbaas@tn.gov

David Elenbaas  
Health Data and Policy Administrator  
State of Tennessee  
Health Services and Development Agency  
502 Deaderick Street, 9<sup>th</sup> Floor  
Nashville, TN 37243

Re: Heart and Soul Hospice CN2007-025  
Supplemental Responses

Dear David:

This letter is submitted as the supplemental response to your letter dated July 22, 2020, wherein additional information or clarification was requested regarding the above-referenced CON application.

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1. **Section A, Applicant Profile, Item 3.A.7) Financial Feasibility and Positive Financial Margin**

The response notes the Project Cost is “just under \$300,000”. Since the Project Cost is estimated at \$304,082, it is just over \$300,000. Please correct and submit a replacement page 3R.

**Response:** The estimated project cost is just under \$300,000; it is only when the filing fee is added that it is just over \$300,000. A revised page 3R. is included as Attachment Section A, Applicant Profile, Item 3.A.7, Financial Feasibility and Positive Financial Margin.

2. **Section A, Applicant Profile, Item 3.A.8) Staffing**

It is noted there isn't a management entity for Heart and Soul Hospice. Please identify the how Heart and Soul will be managed. If LLC members will be involved in management, please identify their roles and time commitment.

**Response:** The legal entity will be member managed. Two of the owners, as identified below, will have some management responsibilities.

Will any of the owners have operational or patient care related responsibilities? If so, please identify.

**Response:** Dr. Andre Lee will service as the interim administrator for the hospice and Reverend Sandy McClain will be in charge of spiritual care and bereavement. The applicant anticipates hiring an administrator sometime around eighteen months if not sooner.



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The applicant notes there will be a CEO but the staffing chart does not list this position. Please clarify whether a CEO will be hired and if yes, include the position on the staffing chart. Also, where on the Projected Data Chart is the salary for that position included? Submit replacement pages if applicable.

**Response:** The applicant identified it as the CEO but it should have identified as the administrator. The salary for the administrator is included on the chart. As stated above, Dr. Andre Lee will serve as the interim administrator.

3. **Section A, Applicant Profile, Item 3.B.) Quality Standards**

It is noted the applicant will seek accreditation by CHAP. Please identify what CHAP stands for.

**Response:** As noted in the application in response to Section A, Applicant Profile, Item 3-Executive Summary, A(8), CHAP stands for Community Health Accreditation Partner.

4. **Section A, Applicant Profile, Item 3.A.4) Orderly Development to Adequate and Effective Health Care**

It is noted in the response that the “applicant” was successful focusing on the African American community in Michigan. Since the applicant (Heart and Soul Hospice) is a new entity, is “applicant” referring to Mr. Turner? Please explain how success was measured: statistically and otherwise. Please submit a replacement page 5R.

**Response:** The application in that instance should have either said, one of the principals of applicant or specifically identified Mr. Turner as having relevant hospice experience. Mr. Turner believes that CNS Hospice serves about three times the number of Black hospice patients than the average hospice provider.

Explain why the applicant considers the service area as being underserved. Explain whether existing providers are not serving any of the service area population, whether they are not doing so adequately, and if not, how existing providers are failing to do so.

**Response:** While certainly some of the existing hospice providers are doing a better job than others of serving the African American community in the proposed service area, the applicant believes that a larger percentage of hospice appropriate patients can be reached if a program is owned and operated by black providers who understand the cultural, political and economic factors that go into healthcare decisions in the black community. The applicant’s objective is to expand the total number of black patients/families utilizing the hospice benefit.

In looking at the number of patients served, the percentage of African American patients served is lower than the percentage of the population that is African American. If you were maintaining the status quo, the percentage of African Americans receiving hospice services would be at least as high as the percentage of African Americans in the target patient population. It is lower in all three counties in the service area.

As long as the current hospice agencies are not serving the African American community in at least the same percentage as the African American population, then African Americans are underserved. The reality is that the African American population should be receiving care in greater percentages than the



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raw numbers because of the disparities that exist in prevalence of certain diseases for the African American patient population.

Health care disparities heighten disease differences between African-Americans and white Americans. According to WebMD, there are deadly diseases that strike blacks most. Among these are lung disease, heart disease, and cancer. According to the NHPCO, there are four primary diagnoses for hospice patients: cancer, dementia, heart disease, and lung disease. Because African Americans are disproportionately affected by the most common diseases for hospice patients, they should be receiving care at a higher rate than just what the percentage of the population is, and at a higher rate than their white counterparts.

#### 5. Section A, Applicant Profile, Item 3.B.1) Need

Explain what efforts the applicant will make in increasing hospice utilization in the service area, and provide specific details about how those efforts will differ from those attempted by Friendship and Mahogany Hospice, and why those efforts will result in increased utilization of hospice in the service area.

**Response:** As stated in the application, at the time it initiated services, Friendship Hospice focused on outreach to the African American community and it was successful in increasing utilization by this patient population. That was a number of years ago, and Dr. Andre Lee has no numbers at this time, but only anecdotal information as to how Friendship was successful at the time he was an owner many years ago. Many of the outreach efforts will be similar for this applicant as the ones that the principals of Friendship used when Dr. Lee was an owner. According to licensure, Friendship Hospice of Nashville, Inc. was sold to New Horizons Hospice of TN, LLC, which was subsequently sold to Aseracare Hospice - New Horizons, LLC. Mahogany Hospice was sold to Hospice Advantage, LLC, which was subsequently sold to Adoration Hospice, LLC. The applicant has no knowledge of Mahogany or its efforts.

Heart and Soul Hospice will provide significant outreach to the ecumenical community and will also use non-traditional small business media (radio and print) to share the hospice story. It is important that when a hospice agency thinks about education for the African American community that the team understands the end-of-life care issues specific to African American communities: history of healthcare, disparities in healthcare, the importance of spiritual and cultural beliefs, values and traditions regarding care, and cultural perspectives on death and dying. The team must educate, support and listen to the community, address what hospice is and what it is not, and ensure that patients understand that the ability to pay should not be an issue with the Medicare patient population, which is the primary age group served by hospice.

Our plan also calls for the hiring of black professionals in leadership roles including; Clinical, Social Services and Community outreach, as well as in staffing roles. The company plans for its principals and employees to be active participants in various civic organizations including the local NAACP and Urban League. Some of the principals have already met with several community leaders and expressed interest in being active members of the community. It is our goal to change the existing stigma attached to the term "hospice" that exists within the black community. We believe that breaking down barriers will not only help Heart and Soul but will ultimately help other providers in the service area increase services to this patient population, which in turn benefits the African American community.



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Outreach efforts will include a series of on-going educational programs on hospice related topics such as grief, palliative care, and home care giver responsibilities, among others. Dr. Lee has just completed a video documentary on Caregiving under a grant he received in 2019. The applicant will use this video along with webinars, zoom meetings, podcasts and radio broadcasting. In the African American community, faith is very important and churches frequently carry more weight than medicine. The applicant will provide health education programs at local churches - including blood pressure screenings, cancer screening, and smoking cessation programs. The applicant plans to have its staff actively participate in community events that target issues of interest to the African American community such as health fairs, Juneteenth celebrations, etc.

According to a 2018 article from Duke Health, African Americans use hospice services at far lower rates than whites and are more likely to experience untreated pain at the end of their lives. Some of the more commonly cited barriers to hospice use include preferences for life-sustaining therapies, lack of knowledge about hospice, general mistrust of the health care system, and spiritual beliefs. Many African Americans choose to treat disease more aggressively on the front end and turn to hospice later, rather than sooner, meaning the aggressive treatments may last longer than is necessary or beneficial. Education helps the African American community understand that hospice care benefits both the living and the dying - by ensuring that the patient is as comfortable and pain free as possible. Foregoing hospice care means the patient is more likely to experience untreated pain at the end of his life. By improving outreach in its service area, the applicant expects to narrow the gap in proportional use of hospice services between African American and white patients.

#### 6. Section A, Applicant Profile, Item 4.B. Type of Ownership Control

The attached Articles of Organization is noted. Please provide a copy of the certificate of corporate existence and documentation of active status.

**Response:** Please see relevant documents from the Secretary of State included as Attachment Section A, Applicant Profile, Item 4.B. Type of Ownership Control.

It is noted the applicant is a minority owner of CNS Hospice, whose headquarters and business is located in Troy, Michigan. Please list the CNS Hospice locations.

**Response:** CNS Hospice is located in Troy, Michigan. It is licensed to provide services in Wayne, Oakland and Macomb Counties.

According to CMS, the Home Health Care Consumer Assessment of Healthcare Providers and Systems Survey provides information on how well Medicare-certified agencies provide care, ranging from one star to five. Quality of Patient Care star ratings for each agency summarize home health agencies' performance on nine quality measures that indicate how well it assisted their patients in regaining or maintaining important functional abilities and how frequently it adhered to evidence-based processes of care. What are the latest star ratings for each individual CNS Hospice and CNS Home Health location listed above?

**Response:** It is the applicant's understanding that CMS is not currently tracking data for hospice programs, but only for home health care companies. Mr. Turner has no interest in any home health care companies. Thus the star ratings are not available for CNS Hospice.

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It is noted Andre L. Lee, DPA was one of the original owners of Friendship Hospice of Nashville. What dates did Dr. Lee own Friendship Hospice and was Friendship financially feasible during that time? Explain the success Friendship had in serving the patient base it projected to serve in its CON application and address whether Friendship served the number of patients projected in its CON application. Explain why Friendship was sold, and whether the purchaser had the same focus upon the African-American community as projected in its CON application. Provide any documentation and statistics that support your response.

**Response:** To the best of Dr. Lee's recollection, it took several years for Friendship Hospice to be financially feasible. At the time it was licensed, no CON was required. Dr. Lee believes he was an owner in Friendship from 1984-1992, but does not recall the exact time period. Dr. Lee's interest was bought out when he moved to Michigan and he was not an owner when Friendship was later sold, so he does not know the business rationale for the sale at that time or the subsequent sale. Therefore he does not know whether either purchaser had the same focus as the original owners had. According to licensure, Friendship was initially sold to New Horizons Hospice of TN, LLC which was subsequently sold to Aseracare Hospice-New Horizons, LLC.

**7. Section A, Applicant Profile, Item 4.6A. Legal Interest in the Site**

The application references a lease in Attachment Section A-6A. However, that attachment doesn't appear to have been submitted with the application. Please provide a copy of a fully executed lease.

**Response:** Please see a copy of the lease included as Attachment Section A, Applicant Profile, Item 4.6A. Legal Interest in the Site.

**8. Section A, Applicant Profile, Item 4.6A. Legal Interest in the Site**

The floor plan is noted. However, it is unclear in the exhibit the specific area being leased. Please identify more clearly the office space and use, and submit a replacement page.

**Response:** See revised Floor Plan included as Attachment Section A-Applicant Profile, Item 4.5A-Legal Interest in Site.

Will medical supplies or medicines be maintained at the office site? If yes, what security measures will be in place?

**Response:** Medicines will be delivered directly to the patient from a hospice pharmacy provider. Any controlled substances will be shipped in a locked container, so that only the hospice worker will be able to access them. If they are required to be kept refrigerated, the patient/family member will be instructed to keep the drugs in their locked container in the refrigerator. If the patient runs out and there is not sufficient time to have another mail delivery, the hospice pharmacy provider usually has an agreement with a local pharmacy to have the drug request fulfilled quickly.

**9. Section A, Applicant Profile, Item 4.11. Home Health Care Organizations**

The chart is noted. Please complete the "Parent Office County" column and submit replacement page 13R.



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**Response:** Please see replacement page 13R included as Attachment Section A, Applicant Profile, Item 4.11-Home Health Care Organizations.

#### 10. Section B, Need, (Specific Criteria – Hospice Agency), Item 1. Adequate Staffing

It is noted that several principals have experience providing hospice services. Please describe in more detail their experience and their expected involvement related to staffing.

**Response:** Mr. Turner is both a minority owner of CNS hospice and the administrator. As such he is involved in the staffing decisions for that hospice agency.

In addition to his experience with Friendship Hospice, Dr. Lee was a minority owner and also served as the administrator of Universal Hospice Care in Michigan. He sold his interest in that agency and resigned as administrator when he moved back to Tennessee in 2014. As an administrator of a hospice agency, he has also been involved in staffing.

Both Dr Lee and David Turner each have over 10 years of day to day operations management in the hospice industry. Mr. Turner will be splitting time between his operation in Michigan and the Heart and Soul offices and will provide all the training manuals, contracts, forms and operational materials required to meet the CMS and CHAP conditions of participation in the Medicare Hospice program. Reverend McClain will be training in Michigan under the CNS Hospice director of Spiritual Care and has all the necessary credentials to act in the same role for Heart and Soul Hospice.

What staff position(s) in Heart and Soul Hospice will be responsible for recruiting, hiring, training, and general human resources?

**Response:** The Administrator is ultimately responsible for hiring, training and general human resources. The clinical staff would be trained by the clinical personnel such as the medical director and director of nursing.

What will be included in the training plan? Does NHPCO provide guidance on training?

**Response:** The NHPCO guidelines do not provide guidance on training. As stated in the application, 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 applicant has included Policy No. 1-034: Orientation of Hospice Personnel to Assigned Responsibilities and Policy No. 1-033: Training/Inservice Education as Attachment Section B-Need-Item 1. Adequate Staffing to this response letter. These are policies from CNS Hospice; the applicant anticipates that the policies for Heart and Soul Hospice will be substantially similar to these.

Please provide information on the research the applicant completed to determine that qualified personnel are available for hire to work in the service area.

**Response:** The owners/members of Heart and Soul Hospice are currently actively recruiting potential staff and have already identified several candidates for each of the key roles. For example, the company



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has met with several hospice experienced Registered Nurses and will hire 1 of the candidates as the agency Director of Nursing (“DON”). The DON will be responsible for all clinical matters and will coordinate with the Administrator regarding all additional hiring decisions.

Does the applicant plan on implementing an employee benefit package or other processes to help retain staff?

**Response:** The applicant will not provide employee benefits during the first year of operation, with the exception of the DON. Once fully operational Heart and Soul will have a standard benefit package option made available to all full and regular part time personnel. At that time, it also plans to implement a bonus retention policy for employees.

#### 11. Section B, Need, (Specific Criteria – Hospice Agency), Item 2. Community Linkage Plan

It is noted the applicant is reaching out to the community. With which health care system providers/services or other related community services agencies do you anticipate developing relationships and/or working agreements?

**Response:** As noted in the application in response to Contribution to the Orderly Development of Health Care, Question 1, the applicant intends to seek contractual or working relationships with the following:

- Nashville General Hospital
- Matthew Walker Health Center
- Meharry Medical College Medical Group
- St Thomas Hospitals
- HCA hospitals Tri Star
- Nashville Public Health Department
- Bordeaux Nursing Home
- Various area physicians
- Nashville VA
- York VA
- NorthCrest Medical Center

Will the applicant pursue contractual or working relationships with hospitals, nursing homes, or assisted living facilities in the service area? If yes, please identify those with which the applicant has contacted or anticipates contacting.

**Response:** As noted in the application in response to Contribution to the Orderly Development of Health Care, Question 1, the applicant intends to seek contractual or working relationships with the following: Nashville General Hospital, Meharry Medical College/Medical Group, St. Thomas Hospitals (including Rutherford County, HCA Hospitals (the TriStar Division) and the Bordeaux Nursing Home.

It is noted there are letters of support from churches and other entities in the application from the Nashville area. What plans are there for outreach to Rutherford and Robertson Counties?



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**Response:** The applicant plans to provide similar outreach to churches and other entities in Rutherford and Robertson Counties, as it has provided to those in Davidson County. The dialogue that the Heart and Soul members have had with physicians and community leaders in all counties in the proposed service area has been very positive, while several haven't provided letters they have indicated that once approved and/or operational they will invite us into their areas to participate in community outreach events and forums.

Are there letters of support from physicians detailing specific instances of unmet need for hospice services in the service area?

**Response:** The applicant is continuing to work on letters from area physicians in support of this project. So far, the letters received have supported the project but have not specifically addressed need, except in general terms.

#### **12. Section B, Need, (Specific Criteria – Hospice Agency), Item 3. Proposed Charges**

The net charges for Year 1 and Year 2 of \$159.36 and \$167.66 respectively are noted. Please show the net revenue and patient days used to calculate the charges and also include Heart and Soul Hospice (Year 1 projections) in the chart showing net charges for other hospice agencies.

**Response:** Please see table below which now includes the charges for the applicant along with those for the other hospices that provide services in the service area.



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**Net Charge/Patient Day  
Service Area Hospice Agencies  
2019**

Hospice	2019 Net Revenue	2019 Patient Days	Net Charge (Net Revenue/Patient Days)
Adoration Hospice (Davidson)*	\$4,405,940	28,653	\$153.77
Alive Hospice (Davidson)*	\$23,722,347	143,472	\$165.34
Amedisys (Davidson)*	\$3,478,393	20,272	\$171.59
Aseracare Hospice (Davidson)*	\$4,342,899	16,044	\$270.67
Avalon Hospice (Davidson)*	\$76,499,025	455,065	\$168.11
Caris Healthcare (Davidson)*	\$16,250,558	45,305	\$358.69
Encompass (Davidson)*	--	--	--
Kindred Hospice (Davidson)*	\$11,108,179	53,987	\$205.76
Tennova HHA & Hosp. (Montgomery)	\$2,615,375	11,613	\$225.21
Caris Healthcare (Robertson)*	\$3,678,143	11,170	\$329.29
Comfort Care (Robertson)*	\$643,062	4,045	\$158.98
Caris Healthcare (Rutherford)*	\$6,908,246	24,287	\$284.44
Highpoint Hospice (Sumner)	\$3,108,995	45,408	\$68.46
Guardian Hospice (Williamson)	\$3,131,594	10,141	\$308.81
Willowbrook (Williamson)	\$9,492,950	59,380	\$159.87
<b>Applicant</b>	<b>2022 Net Revenue</b>	<b>2022 Patient Days</b>	<b>Net Charge</b>
Heart and Soul Hospice	\$872,974	5,478	\$159.36
<b>Applicant</b>	<b>2023 Net Revenue</b>	<b>2023 Patient Days</b>	<b>Net Charge</b>
Heart and Soul Hospice	\$1,019,540	6,081	\$167.66

Source: Tennessee Joint Annual Report, Hospice, 2019.

\*Hospices in the Primary Service Area.

Please identify the county of location for each hospice and highlight those in the Primary Service Area.

**Response:** Please see revised table above. Those in the service area are marked with an asterisk.

**13. Section B, Need, (Specific Criteria – Hospice Agency), Item 17. Need Formula**

As noted by the applicant, the Hospice Penetration Rate chart is incomplete. Please complete the chart and submit a replacement page.

**Response:** The applicant was able to obtain the hospice penetration rate from the state. It took the total number of patients served for the different counties from the Joint Annual Reports. It used the number of deaths from the table included in the application. The applicant does not know why the total patients served and the total hospice deaths from the information it recently received from the state do not match the data in the application. See revised page 23R included as Attachment Section B, Need-Item 17-Need Formula-Hospital Penetration Rate.



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As stated in the discussion on the penetration formula in the application, even if the penetration rate is greater than the SMHPR, the applicant may be able to provide good reason why the counties should be included provided that the HSDA determines that the inclusion of such county contributes to the orderly development of health care. The application goes on to state that “[t]he Division believes that hospice services in Tennessee are underutilized, 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. “

The applicant agrees that hospice services in Tennessee are underutilized, particularly for the African American population. As stated in the application, although the penetration rate provides one way to determine need, perhaps a better method for determining need for this particular application is to look at the extent to which African American and white patients receive hospice services. These responses discuss the fact that of the 4 primary diagnoses for hospice patients (cancer, heart disease lung disease and dementia), the black population suffers far more from 3 of them than the white population (cancer, heart disease and lung disease). A look at information from each of the associations that deals with these diseases shows the following:

#### American Heart Association

- The prevalence of high blood pressure for African Americans is the highest in the world, developing earlier in life than for the white population
- Diabetes is a major risk factor for cardiovascular disease and stroke, and African Americans are more likely to have diabetes than non-Hispanic whites
- Heart disease and stroke is the No. 1 killer in women, and stroke disproportionately affects African Americans
- 49% of African American women age 20 and older have heart diseases

#### American Lung Association

- Black men and women are more likely to develop and dies from lung cancer than persons of any other racial or ethnic background; Incidence of lung cancer among black men is 30% higher than among white men
- Death rate for pneumonia and influenza were 8% higher among blacks than whites
- African Americans are 3 times more likely to be diagnosed with sarcoidosis than whites and disease tends to be more severe (what killed Reggie White at age 43)

#### American Cancer Society

- 5 year relative survival rate for cancers of the oral cavity and pharynx are 48% for blacks and 67% for whites
- Incidence of prostate cancer is 60% higher in blacks than in whites
- 5 year relative survival rate for uterine cancer is 62% for black women and 84% for white women



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- 5 year relative survival rate for cervical cancer is 46% for black women and 69% for white women
- Blacks have the highest death rate and shortest survival rate of any racial/ethnic group in the US for most cancers

Given all the health disparities outlined above, for the most common hospice diagnoses, you would expect the African American population to need hospice services more than the white population. However, black people do not even receive hospice services at the same rate as their proportion of the population.

Instead, black Americans — far more so than whites — choose aggressive life-sustaining interventions, including resuscitation and mechanical ventilation, even when there is little chance of survival. At the root of the resistance, say researchers and black physicians, is a toxic distrust of a health care system that once displayed “No Negroes” signs at hospitals, performed involuntary sterilizations on black women and, in an infamous Tuskegee study, purposely left hundreds of black men untreated for syphilis.

A hospice agency like the one proposed in this application that will work to education the African American community on the benefits of hospice is essential to the African American community so that it receives appropriate care.

Please prepare two additional charts (in similar format to the Hospice Penetration Rate chart but not including columns D & E) which show the County Hospice Penetration Rates for PSA counties (and total) for the White and Black populations.

**Response:** Please see charts below. The charts demonstrate that the Black population is receiving hospice services at a much lower rate than their white counterparts, which helps demonstrate that the lack population is underserved when it comes to hospice care.



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Hospice Penetration Rate Chart White Population							
County	2017 Patients Served	2018 Patients Served	Mean (A)	2017 Deaths	2018 Deaths	Mean (B)	County Hospice Penetration Rate (C)
Davidson	2,200	2,039	2,120	3,926	3,960	3,943	0.54
Robertson	332	345	339	640	631	636	0.53
Rutherford	851	867	859	1,872	1,818	1,845	0.47
<b>TOTAL</b>	<b>3,383</b>	<b>3,251</b>	<b>3,317</b>	<b>6,438</b>	<b>6,409</b>	<b>6,424</b>	<b>0.52</b>

Source: 2017-2018 Joint Annual Reports

Hospice Penetration Rate Chart Black Population							
County	2017 Patients Served	2018 Patients Served	Mean (A)	2017 Deaths	2018 Deaths	Mean (B)	County Hospice Penetration Rate (C)
Davidson	433	500	467	1,480	1,469	1,474	0.32
Robertson	26	24	25	58	64	61	0.41
Rutherford	59	74	67	213	260	237	0.28
<b>TOTAL</b>	<b>518</b>	<b>598</b>	<b>558</b>	<b>1,751</b>	<b>1,793</b>	<b>1,772</b>	<b>0.31</b>

Source: 2017-2018 Joint Annual Reports

Please respond to the criterion showing a need of at least 100 total additional hospice service recipients in the PSA.

**Response:** As stated elsewhere in these responses, the applicant projects 183 total patients in the first year of operation, with 137 patients in Davidson County, 18 patients in Robertson County, and 27 patients in Rutherford County.

**14. Section B, Need, Item 3, Proposed Service Area**

The Primary Service Area of Davidson, Robertson, and Rutherford counties is noted. Please discuss how these three counties were chosen and why other adjacent counties are not included in the PSA.

**Response:** The applicant considered the major metropolitan areas in Tennessee for the initiation of hospice services. Shelby County recently received approval for a minority owned hospice that is seeking to serve the African American patient population, so the applicant felt it would be premature to try to add another similar hospice in the Shelby County area at this time. The applicant next looked at Davidson County and felt that it had sufficient need for such a project. Robertson and Rutherford Counties were chosen because they are adjacent to Davidson and helped to round out the proposed service area. The applicant is choosing to start with a limited service area that is manageable, but has sufficient population to support its application.

Please identify the PSA counties on the County Level Map and submit a replacement page 28R.



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**Response:** Please see County Level Map included as page 28R, Attachment Section B-Need, Item 3, Proposed Service Area.

**15. Section B, Need, Item 4.A.2), Demographics table**

The demographics chart is noted. However, there are several incorrect entries: 1) service area median household income; 2) persons below poverty level; and 3) TennCare enrollment (update to June 2020 data). Please correct and submit a replacement page 29R.

**Response:** See revised page 29R included as Attachment Section B, Need-Item 4.A2-Demographics Table.

Demographic Variable/ Geographic Area	Department of Health/Health Statistics							Bureau of the Census				TennCare	
	Total Population- Current Year 2020	Total Population- Projected Year 2024	Total Population- % Change	*Target Population- Current Year 2020	*Target Population- Project Year 2024	*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 June 2020	TennCare Enrollees as % of Total
Davidson	715,491	743,578	3.9 %	89,829	100,037	11.4%	13.5 %	34.5	\$56,507	110,186	15.4 %	137,563	19.2 %
Robertson	72,550	75,704	4.3 %	11,660	13,425	15.1%	17.7%	39.2	\$61,774	7,690	10.6 %	13,290	18.3 %
Rutherford	338,405	368,667	8.9 %	38,530	46,415	20.5%	12.6 %	33.8	\$63,846	35,194	10.4 %	56,017	16.6 %
Service Area Total	1,126,446	1,187,949	5.4 %	140,019	159,877	14.2%	13.5 %	35.8	\$60,709	153,070	13.6 %	206,870	18.4 %
State of TN Total	6,883,347	7,097,353	3.1 %	1,189,428	1,318,822	10.9%	18.6 %	38.9	\$50,972	1,053,152	15.3 %	1,449,437	21.1 %

The charts showing utilization by county and race on pages 33 and 34 are noted. Please prepare one additional chart in the same format showing the totals for the PSA.

**Response:** Please see requested chart below.

Service Area Hospice Utilization (No. of Patients Served by Race) Service Area Totals								
County	2018 Patients				2019 Patients			
	W	B	O	%B	W	B	O	%B
Davidson	2039	500	266	17.80%	1962	528	288	19.00%
Robertson	345	24	22	6.10%	321	31	16	8.40%
Rutherford	867	74	80	7.20%	914	97	78	8.90%
<b>TOTAL</b>	<b>3,251</b>	<b>598</b>	<b>368</b>	<b>14.20%</b>	<b>3,197</b>	<b>656</b>	<b>382</b>	<b>15.50%</b>

Source: 2018-2019 Joint Annual Reports



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**16. Section B, Need, Item 5, Existing Providers Utilization**

Kindred Hospice, Avalon Hospice, and Alive Hospice have higher percentages of African American patients In Davidson County. Please discuss possible reasons for the higher percentages in these hospices and how the applicant’s numbers would compare?

**Response:** Although the applicant does not know why these particular hospices have higher percentages of black patients than the other hospice agencies operating in the service area, the applicant expects to be slightly higher than these agencies. It is possible that these agencies are providing more education to this patient population, but the total percentage of black patients served overall is still lower than the percentage of the patient population that is black. Regardless of the fact that these agencies are serving a larger black patient population, when you look at the service area overall, the African American patient population is still underserved.

			Service Area Hospice Utilization (No. of Patients Served by Race)							
			2018 Patients				2019 Patients			
Agency	Parent Office	Service Area County	W	B	O	%B	W	B	O	%B
Alive Hospice	Davidson	Davidson	1,108	267	47	18.8%	968	223	34	18.2%
Avalon Hospice	Davidson		283	61	8	17.3%	214	69	9	23.6%
Kindred Hospice	Davidson		179	97	89	26.6%	183	130	115	30.4%
Alive Hospice	Davidson	Robertson	116	5	1	4.1%	91	11	0	10.8%
Avalon Hospice	Davidson		41	1	0	2.4%	65	3	1	4.3%
Kindred Hospice	Davidson		1	1	3	20.0%	3	1	2	16.7%
Alive Hospice	Davidson	Rutherford	410	37	20	7.9%	417	47	19	9.7%
Avalon Hospice	Davidson		149	15	6	8.8%	192	21	8	9.5%
Kindred Hospice	Davidson		40	9	30	11.4%	41	6	22	8.7%

Source: 2018-2019 Joint Annual Reports

**17. Section B, Need, Item 6, Proposal Historical and Projected Utilization**

The projections are noted. Please 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.



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**Response:** The applicant started by identifying the percentage of Blacks in each of the service area counties and the percentage of Black patients served by hospice in the service area counties.

If the Black population aged 65 and older for Davidson County is approximately 22.04 percent of the population in 2018, and the black population served by hospice is 17.8%, then on this basis alone, additional black patients who did not receive services but who could have is 118 for Davidson County. A similar analysis can be performed for the other 2 counties in the service area. Robertson County had 6.11 percent Black population and Rutherford County had 8.34 percent Black population, with 6.1% of patients in Robertson County and 7.2% of patients in Rutherford County receiving hospice services being Black. The number of patients in Rutherford County would be 12, while on this basis Robertson County would be 0.

Because of the disparities in healthcare for Black people, it would be reasonable to expect that at least 25% more Black patients would be eligible to receive services. That brings the numbers to at least 142 additional black patients for Davidson County, 6 for Robertson County and 15 for Rutherford County. The applicant's conservative projections are shown below. The applicant has projected that the majority of the patients served will come from this unmet need for the Black population.

The chart showing the applicant's projected utilization is noted. Please complete the following charts.

County	Year 1 Patients					Year 2 Patients				
	White	Black	Other	Total	% Black	White	Black	Other	Total	% Black
Davidson	30	89	18	137	65%	32	98	20	150	65%
Robertson	10	6	2	18	33%	10	7	3	20	35%
Rutherford	9	15	3	27	56%	9	17	4	30	57%
<b>Total</b>	49	111	23	183	60%	51	122	27	200	61%

County	Year 1 Patient Days					Year 2 Patient Days				
	White	Black	Other	Total	% Black	White	Black	Other	Total	% Black
Davidson	899	2,670	539	4,108	65%	973	2,980	608	4,561	65%
Robertson	305	182	61	548	33%	304	213	91	608	35%
Rutherford	273	459	90	822	56%	274	516	122	912	57%
<b>TOTAL</b>	1,477	3,311	690	5,478	60%	1,551	3,679	821	6,081	60%

Additionally, please see revised page 34R included as Attachment Section B, Need-Item 6-Utilization Table. As we were addressing this question we realized the included utilization chart had a typo at the bottom of the page. We have also included the revised table below for your reference.



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County	# of Patients	% of Total Patients	Patient Days	% of Total Patient Days
Davidson	137	75%	4,108	75%
Robertson	18	10%	548	10%
Rutherford	27	15%	822	15%
<b>TOTAL</b>	182	100%	5,478	100%

**18. Section B. Economic Feasibility Item 1.B. Lease**

Please provide an estimate of fair market value (FMV) of the leased space. If the FMV is higher than the projected lease, please revise the Project Costs chart and other applicable pages and submit replacement page(s).

**Response:** The applicant is unable to provide FMV for the property. The last time the property sold was in 1977 and at that time the land was unimproved. The applicant next looked at the tax appraisal records to see if that would provide some information on which to base FMV. The last Reappraisal Year was 2017. At that time, Davidson County provided an appraisal for the land only and showed the improvement value at \$0, with zero square footage in the Improvement Attributes. Without additional information, it is not possible to determine what the value of the property is. The applicant believes that the lease amount is FMV.

**19. Section B. Economic Feasibility Item 1.C. Total Construction Cost**

The response to this item is “Not Applicable”. However, the Project Cost Chart shows \$1,000 in construction costs. Please clarify. If there are construction costs, the construction cost per square footage charts should be revised and resubmitted with a replacement page.

**Response:** The amount of \$1,000 included on the Project Costs Chart is listed under construction costs because it is for minor renovation, like painting of the space. There did not appear to be a better place to include it, but it is not construction costs that would require completion of the construction cost per square footage charts.

**20. Section B. Economic Feasibility, Project Cost Chart, Item C3.**

The Reserve for One Year’s Debt Service is shown as \$200,000 on the Project Cost Chart. However, funding for the project is listed (Item 6, page 3) as coming from the assets of Mr. Turner. Please clarify if this \$200,000 reflects a loan. Clarification is also requested under Item 3.A.7) on page 3.

**Response:** The startup funding is being provided as an investment and not a loan, and will be used as Dr. Turner’s contribution for his membership interest in the LLC.

**21. Section B. Economic Feasibility Item 2. Funding Sources**

The response notes the applicant “anticipates’ Mr. Turner will be funding the project. Please clarify what is meant by “anticipates”.



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**Response:** Mr. Turner will be funding the project; the applicant apologizes that was not clear.

If Mr. Turner will be funding the project with his assets, including the period until breakeven during which time outside funding will be necessary, please explain and document how that will occur.

**Response:** Mr. Turner will be providing all funding until break even occurs. The capital expenditure does not occur at one time; the greatest expense is for staffing which begins with mostly part time/contingent personnel. The amount outlined should be more than adequate to cover all expenses for at least 18 months. If there is additional funding needed it will be provided by Mr. Turner's personal assets and access to institutional funding.

Will there be capital contributions to Heart and Soul Hospice by the members?

**Response:** Dr. Lee and Reverend McClain are not planning to make any cash contributions; they will be providing "sweat equity" to help operationalize the hospice agency, through the initial services they will provide to the company at no charge.

## 22. Section B. Economic Feasibility Item 4. Projected Data Chart

The Projected Data Chart is noted. However, Total Operating Expenses, EBITD, Net Income, and Free Cash Flow in Year 1 were calculated incorrectly. Please correct the Projected Data Chart and make applicable changes to other portions of the application as necessary. Please submit replacement pages wherever changes are made.

**Response:** Please see revised Project Data Chart. Replacement pages 41R and 42R are included as Attachment Section B. Economic Feasibility Item 4. Projected Data Chart. A revised page 43R was also necessary as a result of the change in net income.

## 23. Section B. Economic Feasibility Item 5.B.C. Proposed Charges

Please replace the Net Charge/Patient Day chart in this section (page 44) with the same chart that was updated on page 18. In addition, include a line on the chart with the proposed charges for Heart and Soul Hospice. Please submit replacement page 44R.

**Response:** Please see revised chart and replacement page 44R included as Attachment Section B-Economic Feasibility, Item 5.B.C.-Proposed Charges.

## 24. Section B. Economic Feasibility Item 6.B. Net Operating Margin Ratio

The Net Operating Margin Ratios are not calculated correctly. Please recalculate and submit a replacement page 45R.

**Response:** See revised page 45R included as Attachment Section B-Economic Feasibility, Item 6.B-Margin Ratio.

## 25. Section B. Economic Feasibility Item 7. Projected Payor Mix

In the "Applicant's Projected Payor Mix" chart, Charity Care is included as an operating revenue. Charity Care should be reported on a separate line after 'Total' and not included in the Total. Please



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correct and submit a replacement page. Since this correction will also impact the Projected Data Chart and other pages, please correct those pages and resubmit replacement pages.

**Response:** See revised page 46R is included as Attachment Section B-Economic Feasibility, Item 7-Payor Mix.

## **26. Section B. Economic Feasibility Item 8. Staffing**

The staffing chart is noted. "Total Staff" projected FTEs is calculated incorrectly. Please revise and submit a replacement page.

**Response:** See revised page 47R included as Attachment Section B-Economic Feasibility, Item 8-Staffing.

On the same chart, please identify the wages used to calculate personnel costs on the Projected Data Chart.

**Response:** See revised page 47R included as Attachment Section B-Economic Feasibility, Item 8-Staffing.

## **27. Quality Standards, Items A.1) to A.3)**

It is noted the applicant "anticipates" to maintaining or obtaining the items in the questions. Does the applicant "commit" to each of the items? If yes, please revise the responses and submit a replacement page 48R.

**Response:** Page 48 has been revised and a replacement page 48R is included as Attachment-Quality Standards, Items A.1 to A.3)

## **28. Quality Standards, Items B.2)a. to B.2)h**

The applicant states these items are not applicable. However, each member of Heart and Soul Hospice, LLC has more than a 5% ownership. Please respond to each of the questions for each of the members and submit replacement pages.

**Response:** The correct response should be No. The applicant has corrected the pages and included replacement pages 49R and 50R as Attachment Quality Standards, Items B2.a to B2.h.

## **29. Quality Standards, Item C.1) Licensure**

In the Status box, the applicant states it "Will apply". However, a box is not checked in the Agency box. Please correct this and the following items, and submit a replacement page.

**Response:** Please see replacement page 50R included as Attachment Quality Standards, Item C1-Licensure.



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**30. Quality Standards, Item C.2) Certification**

In the Status box, the applicant states I “Will apply” on three lines. However, Medicare and Medicaid/TennCare boxes are not checked. Please revise as necessary.

**Response:** Please see replacement page 50R included as Attachment Quality Standards, Item C1-Licensure.

Please identify what “BX” refers to.

**Response:** BX was intended to signify BCBS.

**31. Section B, Contribution to the Orderly Development of Health Care, Item 2.B. Negative Effects**

Data for Kindred Hospice, Avalon Hospice, and Alive Hospice show they have higher percentages of African patients in Davidson County. Please discuss why Heart and Soul Hospice wouldn’t impact the referrals and patient counts for these entities.

**Response:** Because the African American population is underserved in the service area, the applicant expects that its utilization will come from persons who are not currently choosing hospice and would not be but choosing it now for the outreach efforts that Heart and Soul Hospice will undertake. Therefore there should be o negative impacts on any existing hospice providers.

		Service Area Hospice Utilization (No. of Patients Served by Race)								
		2018 Patients					2019 Patients			
Parent Office	Agency	W	B	O	%B	W	B	O	%B	
Davidson	Alive Hospice	1,108	267	47	18.8%	968	223	34	18.2%	
	Avalon Hospice	283	61	8	17.3%	214	69	9	23.6%	
	Kindred Hospice	179	97	89	26.6%	183	130	115	30.4%	
Robertson	Alive Hospice	116	5	1	4.1%	91	11	0	10.8%	
	Avalon Hospice	41	1	0	2.4%	65	3	1	4.3%	
	Kindred Hospice	1	1	3	20.0%	3	1	2	16.7%	
Rutherford	Alive Hospice	410	37	20	7.9%	417	47	19	9.7%	
	Avalon Hospice	149	15	6	8.8%	192	21	8	9.5%	
	Kindred Hospice	40	9	30	11.4%	41	6	22	8.7%	

Source: 2018-2019 Joint Annual Reports



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**32. Section B, Contribution to the Orderly Development of Health Care, Item 3.B. License/Certification Category**

Please identify the licensing organization and also any certifications applicable to the project.

**Response:** As stated elsewhere in the application, the applicant will apply for licensure through the Tennessee Department of Health, as well as TennCare and Medicare certification. It will also be CHAP accredited.

**33. Section B, Contribution to the Orderly Development of Health Care, Item 3.C. Training**

The listing of potential educational relationships is noted. Please identify the locations of each institution. Also, what does "faculty Member" refer to? Finally, Kaplan University appears to have been purchased around 2018 by Purdue University. Please make appropriate changes and submit a replacement page.

**Response:** The institutions listed all provide on-line education, rather than an in person educational experience. Dr. Andre Lee teaches health care courses for these institutions. Please see replacement page 54R included as Attachment Section B, Contribution to the Orderly Development of Health Care, Item 3.C. Training.

If you have any questions, please contact me at [Kim.Looney@wallerlaw.com](mailto:Kim.Looney@wallerlaw.com) or by telephone at 615-850-8722.

Sincerely,

A handwritten signature in blue ink that reads "Kim Harvey Looney".

Kim Harvey Looney

KHL:lag  
Attachments

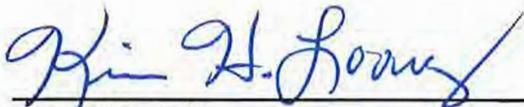
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STATE OF TENNESSEE

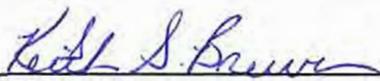
COUNTY OF DAVIDSON

NAME OF FACILITY: HEART AND SOUL HOSPICE, LLC, CN2007-025

I, KIM H. 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.

  
\_\_\_\_\_  
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 29<sup>th</sup> day of July 2020, witness my hand at office in the County of Davidson, State of Tennessee.

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

My commission expires 03/08, 2021.

HF-0043

Revised 7/02



**Attachment Section A, Applicant Profile, Item 4.B-Type of Ownership  
Control**

**Secretary of State Certificate of Existence**



**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

WALLER LANSDEN DORTCH & DAVIS, LLP  
JENNIFER MUSTAIN  
SUITE 2700  
511 UNION STREET  
NASHVILLE, TN 37219

July 23, 2020

Request Type: Certificate of Existence/Authorization  
Request #: 0374155

Issuance Date: 07/23/2020  
Copies Requested: 1

Document Receipt

Receipt # : 005681174 Filing Fee: \$20.00  
Payment-Credit Card - State Payment Center - CC #: 3786001743 \$20.00

Regarding: Heart and Soul Hospice LLC  
Filing Type: Limited Liability Company - Domestic Control #: 1087602  
Formation/Qualification Date: 03/24/2020 Date Formed: 03/24/2020  
Status: Active Formation Locale: TENNESSEE  
Duration Term: Perpetual Inactive Date:  
Business County: DAVIDSON COUNTY

CERTIFICATE OF EXISTENCE

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

Heart and Soul Hospice LLC

- \* is a Limited Liability Company duly formed under the law of this State with a date of incorporation and duration as given above;
- \* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- \* has appointed a registered agent and registered office in this State;
- \* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.
- \* has indicated in its Articles of Organization (as amended if applicable) that it is a Series LLC.

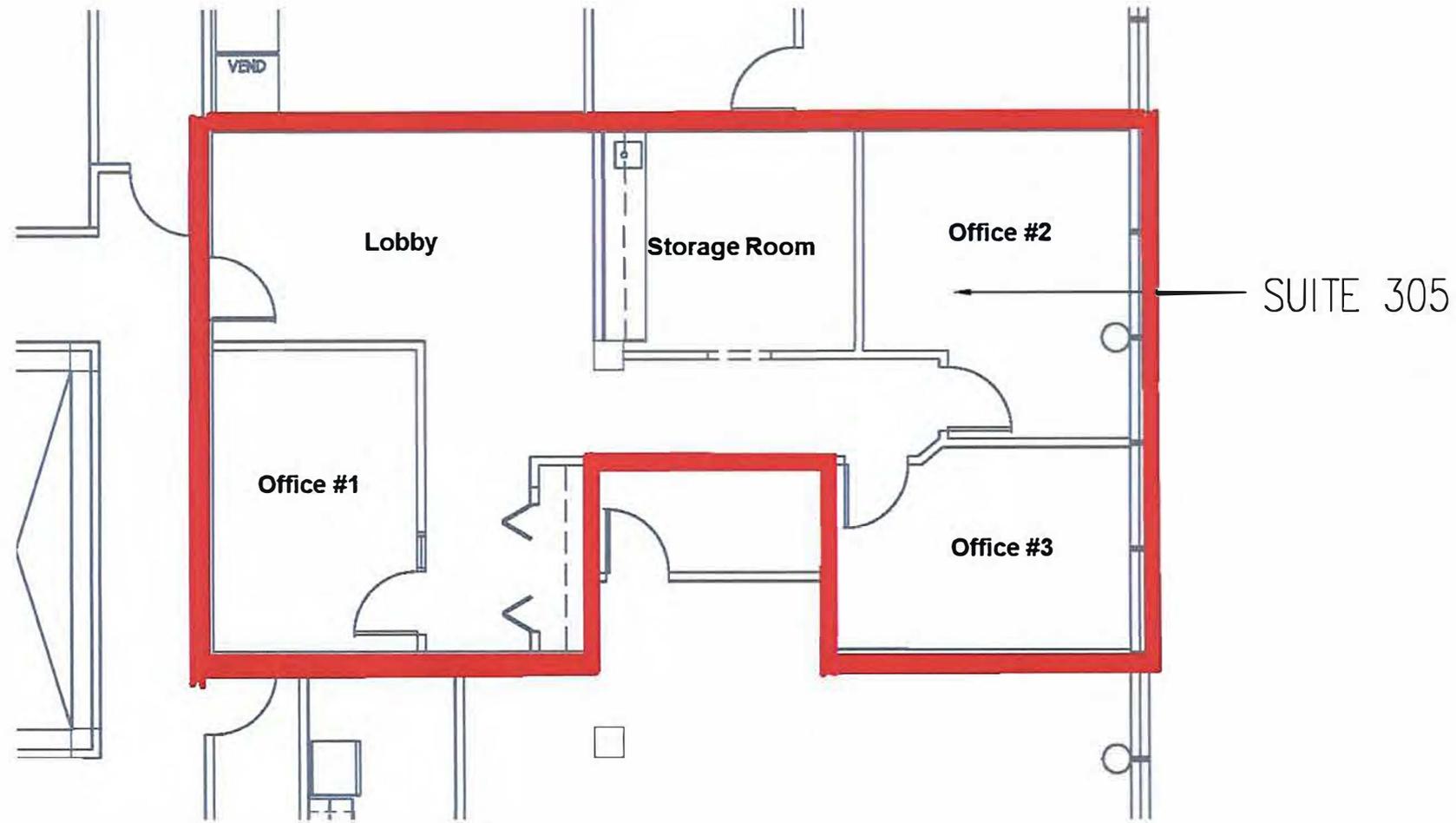
  
Tre Hargett  
Secretary of State

Processed By: Cert Web User

Verification #: 040785931

**Attachment Section A, Applicant Profile, Item 4.5A-Legal Interest in  
Site**

**Floor Plan**



**Attachment Section A, Applicant Profile, Item 4.6A-Legal Interest in  
Site**

**Lease**

**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**

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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:

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

Date signed: 7/16/2020

**Tenant:**

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

By: \_\_\_\_\_  
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.

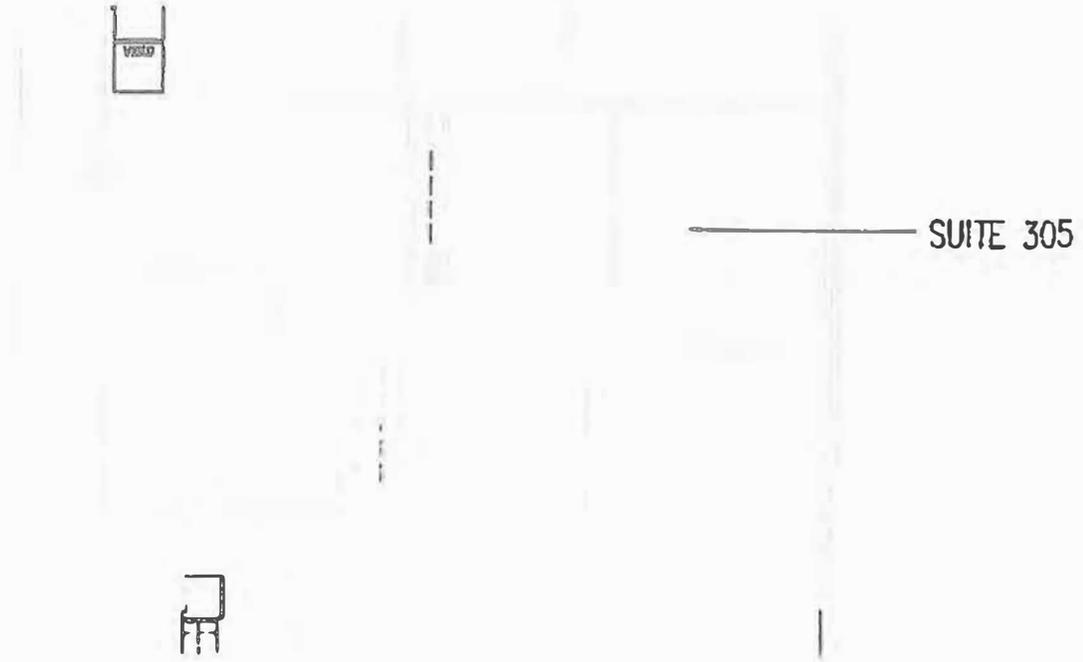
"Rent" means the Minimum Annual Rent, Annual Operating Expenses and any other amounts payable by Tenant to Landlord under this Lease.

"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**



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.

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 by 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 purchasers 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 due date 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 uncurbed 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

Name of Tenant  
Nemat and Soil Resource, LLC

By: [Signature]  
Title: [Signature]

**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

**Attachment Section B, Need, Hospice Agency, Item 1-Adequate  
Staffing**

**Training Policies**

**TRAINING/INSERVICE EDUCATION**  
**Policy No. 1-033**

**PURPOSE**

To delineate organization policies for inservice education programs designed to increase competence in a specific area and improve overall organization performance of major functions and processes.

**POLICY**

1. CNS Hospice will provide training and education to give personnel opportunities to learn new skills and improve/expand existing knowledge. Training topics may include information regarding the organization's professional standards of care/practice, performance improvement monitoring results, updates in patient care techniques/resources, and safety/infection control requirements.
2. Mandatory inservices will be attended by all disciplines.
3. Attendance at education programs will be required relative to job classification.
4. Professional personnel will receive at least the number of continuing education units to maintain their licenses.
5. Paraprofessional personnel will receive education as follows:
  - A. Aides (CNAs/HHAs) must receive at least 12 hours of inservice training per calendar year. This may be provided while the aide is furnishing care to patients.
  - B. Personal care workers must receive at least eight (8) hours of inservice training per calendar year. This may be provided while the aide is furnishing care to patients.
  - C. Chore workers must receive at least four (4) hours of inservice training per calendar year. This may be provided while the aide is furnishing care to patients.

**PROCEDURE**

1. The written plan for annual inservices will include, but not be limited to:
  - A. Hospice philosophy, goals, and services
  - B. Protection of patient and family/caregiver rights, including confidentiality (HIPAA)
  - C. Knowledge of Advance Directives and power of attorney
  - D. Communication and documentation skills
  - E. Interdisciplinary group approach to care with the registered nurse as care coordinator

## **CNS Hospice**

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- F. Physiological, psychosocial, and spiritual aspects of terminal care
  - G. Protocols to deal with grievances and issues of ethical concern
  - H. Respect for cultural diversity and special communication needs
  - I. Bereavement care
  - J. Family dynamics and crisis management
  - K. Concepts of palliative versus curative care
  - L. Procedures for responding to medical emergencies
  - M. Processes for communicating with the hospice staff
  - N. On-call protocols
  - O. Safety policies and procedures
  - P. Infection control
  - Q. Establishing and maintaining professional boundaries with patient and family/caregiver
  - R. Areas of potential conflict of interest
  - S. Skills updates
  - T. Medical device act
  - U. Quality assessment performance improvement process
2. Personnel will receive notification of organization-sponsored programs at least one (1) week in advance.
  3. A record will be maintained for each session, including:
    - A. Program objectives
    - B. Content outline
    - C. Speaker (and his/her qualifications)
    - D. List of attendees
  4. An inservice log will be kept to track the number of inservice hours the aides (CNAs/HHAs) have obtained on a cumulative basis.
  5. During ongoing supervision and competency reviews, the supervisors will evaluate if the training and education has improved the competence of the organization personnel.

**ORIENTATION OF HOSPICE PERSONNEL TO ASSIGNED  
RESPONSIBILITIES**  
Policy No. 1-034

**PURPOSE**

To define the expectation of orienting hospice personnel to assigned responsibilities.

**POLICY**

All hospice personnel will be oriented to the physical, psychosocial, and environmental aspects of care, including patient needs, CNS Hospice personnel's specific responsibilities, and specific care they are to provide. This orientation may include verbal or written instruction and/or demonstration. The orientation to assigned responsibilities will occur on site, when appropriate, but minimally, on the telephone prior to caring for the patient.

**PROCEDURE**

*Hospice Aides*

1. The personal care and support services provided will be based on the initial, comprehensive and ongoing comprehensive assessments of patient needs as conducted by the interdisciplinary group.
  - A. The Case Manager will be responsible for the initial assessment and assignment of the hospice aide.
  - B. The functional status, psychological status, and availability of able and willing support are considered in determining the frequency of visits and plan of care.
2. The hospice aide will understand the duties to be performed and the arrangements for providing services as stated in the plan of care.
  - A. An orientation or placement visit will be scheduled in the patient's home by the Case Manager, whenever feasible.
  - B. A hospice aide assignment sheet will be completed, reviewed with the hospice aide, and signed by both the clinician and hospice aide. Return demonstration will be requested as appropriate.
3. Each patient will receive care in accordance with the plan of care and related instructions.
4. The hospice aide assignment sheet will correlate with the orders on the plan of care.
5. The hospice aide will complete a hospice aide clinical note on each patient. This will be returned to the hospice office and incorporated in the clinical record.

## **CNS Hospice**

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6. When a health problem is identified or a significant change in a patient's physical condition is noted, the hospice aide will report such to the Case Manager and/or a Clinical Supervisor in the office.
7. When a change in hospice aide or substitution of hospice aide is required:
  - A. Orientation will occur on site unless hospice personnel are already familiar with the patient.
  - B. The Clinical Supervisor will document the change of hospice aide in the clinical record on a clinical note.

## ***Professional Hospice Personnel***

1. Professional hospice personnel (RN, LPN/LVN, PT, OT, ST, SW, and Medical Director) will receive initial information of patients from the referral and intake form.
2. Any questions regarding care will be communicated and clarified with the Clinical Supervisor or designee.
3. Individuals possessing appropriate clinical training, experience, and evaluation in a clinical specialty area (e.g., oncology, neurology, etc.), in identified clinical settings (e.g., university medical centers, teaching institutions, etc.), will be consulted when a question concerning clinical specialty and/or practice arises. If appropriate, these individuals will provide an orientation, in the home, to the professional hospice personnel.
4. Orientation in the patient's home may be necessary when the newly assigned hospice personnel has not had previous hospice experience or experience with a particular procedure, treatment, or equipment.



Waller Lansden Dortch & Davis, LLP  
511 Union Street, Suite 2700  
P.O. Box 198966  
Nashville, TN 37219-8966

615.244.6380 main  
615.244.6804 fax  
wallerlaw.com

Kim Harvey Looney  
615.850.8722 direct  
kim.looney@wallerlaw.com

July 31, 2020

**Via Email**

David.Elenbaas@tn.gov

David Elenbaas  
Health Data and Policy Administrator  
State of Tennessee  
Health Services and Development Agency  
502 Deaderick Street, 9<sup>th</sup> Floor  
Nashville, TN 37243

Re: Heart and Soul Hospice CN2007-025  
Second Supplemental Responses

Dear David:

This letter is submitted as the supplemental response to your letter dated July 30, 2020, wherein additional information or clarification was requested regarding the above-referenced CON application.

---

1. **Section A, Applicant Profile, Item 3.B.1) Need**

The reference to the 2018 article from Duke Health in Question 5 in Supplemental #1 is noted. Does the applicant have a citation for the article?

**Response:** The appropriate citation is: Tim Pittman, Hospice Use Lower Among African Americans, Duke Health (Jan. 15, 2018), <https://physicians.dukehealth.org/articles/hospice-use-lower-among-african-americans>.

2. **Section A, Applicant Profile, Item 4.6A. Legal Interest in the Site**

The copy of the lease in response to Question 7 of Supplemental #1 is noted. However, the address of the applicant's office in the lease is different than both the Letter of Intent and the Applicant Profile in the original application.

- LOI: 402 Corporate Drive, Nashville, TN 37017
- Application: 402 BNA Corporate Drive, Suite 305, Nashville, TN 37217
- Lease: 402 BNA Drive, Suite 305, Nashville, TN 37217

Please explain the address discrepancies and why the LOI should not be voided.

**Response:** 402 Corporate Drive, as you have noticed is referred to in different ways, depending on where you are looking. It is sometimes referred to as 402 Corporate Drive, 402 BNA Corporate Drive, 42 BNA Drive or 402 Corporate BNA Drive. All are referring to the same location. The purpose of the



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publication is to provide notice so that if people would like to look at the application they have enough information to know that they want to do so. In this situation, patients do not go to the site to receive services; this is simply where the parent office of the hospice is located. Thus, more important for hospice services than the physical location are the services being provided and the counties that are being applied for. Nonetheless, any confusion in this situation is a result of the address itself and the fact that it is referred to several ways. The Building complex itself is called BNA Corporate Center I and II. When you do a search for 402 Corporate Drive, it takes you to the appropriate location. The BNA that is sometimes seen in the address provides a little further clarification if you are looking for the complex itself, and indicates that it is property that is close to the airport - hence the BNA. The applicant did not have the lease at the time the publication was submitted or the LOI was filed. We have included information at Section A, Applicant Profile, Item 4.6A. Legal Interest in the Site to help clarify. As a result, there is no reason for the publication and the LOI to be voided.

Does CCP Property Owner, Nashville I, LLC own both 402 BNA Drive and 402 Corporate Drive properties?

**Response:** They are not different properties but one and the same - see answer above.

Please submit a copy of the tax assessment or other document showing ownership of the 402 BNA Drive.

**Response:** Please see a letter from the landlord verifying that they have a ground lease for the property included as Attachment Section A, Applicant Profile, Item 4.6A. Legal Interest in the Site.

The lease agreement does not have a renewal clause. Please discuss why a renewal clause isn't included in the agreement.

**Response:** A renewal clause is a business decision and the parties did not feel one was necessary at this time.

### 3. Section B, Need, (Specific Criteria – Hospice Agency), Item 2. Community Linkage Plan

The response to Question 11 in Supplemental #1 is noted. The listing of agencies the applicant expects to develop relationships with only includes one nursing home. According the JARs, other area hospices have relationships or working agreements with multiple nursing homes and assisting living facilities. Does the applicant expect to pursue agreements with any other nursing homes and assisted living facilities in the 3-county area? If so, will those facilities having agreements with other hospice agencies be able to also have agreements with the applicant's new hospice? Is the applicant planning on focusing its efforts on home-based hospice services instead? Please discuss.

**Response:** The list included is intended to be a preliminary list of those facilities and providers which the applicant will contact if this application is approved. It plans to have agreements with multiple nursing homes and assisted living facilities. Until the application is approved, it is premature to try to get in touch with the entire universe of potential providers whose patients and residents would be likely to use its services. There is nothing that prevents such facilities from having relationships with multiple



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hospice agencies as you have correctly identified.

**4. Section B, Need, Item 3, Proposed Service Area**

The response to Question 14 in Supplemental #1 states that one of the reasons for choosing Rutherford and Robertson counties was to have a limited, manageable service area. The projected data chart shows a \$3,300 travel expense in Year 1. Due to the distance to patients in Nashville and from Nashville to Clarksville and Murfreesboro and the travel for outreach, how were travel expenses of only \$3,300 calculated?

**Response:** Patients do not travel to receive hospice services, the hospice workers go to the patient’s home. Clarksville is not in our service area as it is located in Montgomery County. We have included Robertson County in the service area and Springfield is approximately 27 miles from Nashville. The applicant will pay mileage to the clinical staff as they travel to patient’s houses. The applicant feels it has made a good faith projection of the necessary travel costs based on its existing experience with hospice care. Until its work force is in place, it will not know how accurate that projection really is, but the applicant anticipates that its workers will live in all 3 counties in the service area and perhaps in some of the other adjacent counties as well. It plans to staff its workers with its patients in order to minimize and travel time and distance.

With only 18 patients projected in Year 1 from Robertson County, is it financially feasible to include this county in the PSA when it is almost 50 miles from Nashville to Clarksville?

**Response:** As previously stated, the distance from Springfield to Nashville is approximately 27 miles. The applicant anticipates having workers who live in all 3 counties as well as potentially in the counties that are adjacent to the service area counties. It is up to the employees how far they would be willing to drive to see patients. Thus, it is financially feasible to include this county in the service area.

**5. Section B, Need, Item 4.A.2) Demographics**

The chart provided in response to Question 15 of Supplemental #1 is noted. Please add total columns for both years.

**Response:** Please see revised chart below.

Service Area Hospice Utilization (No. of Patients Served by Race) Service Area Totals										
County	2018 Patients					2019 Patients				
	W	B	O	%B	TOTAL	W	B	O	%B	TOTAL
Davidson	2,039	500	266	17.80%	2,805	1,962	528	288	19.00%	2,778
Robertson	345	24	22	6.10%	391	321	31	16	8.40%	368
Rutherford	867	74	80	7.20%	1,021	914	97	78	8.90%	1,089
<b>TOTAL</b>	<b>3,251</b>	<b>598</b>	<b>368</b>	<b>14.20%</b>	<b>4,217</b>	<b>3,197</b>	<b>656</b>	<b>382</b>	<b>15.50%</b>	<b>4,235</b>

Source: 2018-2019 Joint Annual Reports

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**6. Section B, Need, Item 5, Existing Providers Utilization**

The chart provided in response to Question 16 of Supplemental #1 is noted. Please add a total row at the bottom and total columns for both years.

**Response:** Please see revised chart below.

			<b>Service Area Hospice Utilization (No. of Patients Served by Race)</b>									
			<b>2018 Patients</b>					<b>2019 Patients</b>				
<b>Agency</b>	<b>Parent Office</b>	<b>Service Area County</b>	<b>W</b>	<b>B</b>	<b>O</b>	<b>%B</b>	<b>TOTAL</b>	<b>W</b>	<b>B</b>	<b>O</b>	<b>%B</b>	<b>TOTAL</b>
Alive Hospice	Davidson	Davidson	1,108	267	47	18.8%	1,422	968	223	34	18.2%	1,225
Avalon Hospice	Davidson		283	61	8	17.3%	352	214	69	9	23.6%	292
Kindred Hospice	Davidson		179	97	89	26.6%	365	183	130	115	30.4%	428
Alive Hospice	Davidson	Robertson	116	5	1	4.1%	122	91	11	0	10.8%	102
Avalon Hospice	Davidson		41	1	0	2.4%	42	65	3	1	4.3%	69
Kindred Hospice	Davidson		1	1	3	20.0%	5	3	1	2	16.7%	6
Alive Hospice	Davidson	Rutherford	410	37	20	7.9%	467	417	47	19	9.7%	483
Avalon Hospice	Davidson		149	15	6	8.8%	170	192	21	8	9.5%	221
Kindred Hospice	Davidson		40	9	30	11.4%	79	41	6	22	8.7%	69
<b>TOTAL</b>			<b>2,327</b>	<b>493</b>	<b>204</b>	<b>16.3%</b>	<b>3,024</b>	<b>2,174</b>	<b>511</b>	<b>210</b>	<b>17.6%</b>	<b>2,895</b>

Source: 2018-2019 Joint Annual Reports

**7. Section B, Need, Item 6, Proposal Historical and Projected Utilization**

The chart provided in response to Question 17 of Supplemental #1 is noted. However, the Totals for the Blacks and Total columns are incorrect. Please submit a replacement chart.

**Response:** The applicant has adjusted the numbers so that they tally. Please see revised charts below.



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County	Year 1 Patients					Year 2 Patients				
	White	Black	Other	Total	% Black	White	Black	Other	Total	% Black
Davidson	30	89	18	137	65%	32	98	20	150	65%
Robertson	10	6	2	18	33%	10	7	3	20	35%
Rutherford	9	15	3	27	56%	9	17	4	30	57%
<b>Total</b>	49	110	23	182	60%	51	122	27	200	61%

County	Year 1 Patient Days					Year 2 Patient Days				
	White	Black	Other	Total	% Black	White	Black	Other	Total	% Black
Davidson	899	2,670	539	4,108	65%	973	2,980	608	4,561	65%
Robertson	305	182	61	548	33%	304	213	91	608	35%
Rutherford	273	459	90	822	56%	274	516	122	912	57%
<b>TOTAL</b>	1,477	3,311	690	5,478	60%	1,551	3,709	821	6,081	60%

The methodology provided in response to Question 17 of Supplemental #1 is noted. Projections for Year 1 show patient counts that don't seem to account for a period of growth associated with a new entity. What date range is reflected in Year 1 projections? If Year 1 begins on the project license issue date of April 21, 2021, please discuss why there isn't a patient caseload growth period?

**Response:** The application asks for the first full year of operation for the Projected Data Chart. The first full year of operation is 2022. Therefore the initial ramp up period will occur in 2021.

**8. Section B. Economic Feasibility Item 1.B. Lease**

The response to Question 18 of Supplemental #1 is noted. However, is it possible the reason there aren't improvements to the land is because 402 Corporate Drive is being checked, rather than the address in the lease. Please verify the address being used and if 402 Corporate Drive was used, please provide an estimate of fair market value (FMV) of the office space using the assessed value of the address shown in the lease (402 BNA Drive). If the FMV is higher than the projected lease, please revise the Project Costs chart and other applicable pages and submit replacement page(s).

**Response:** No, we checked all versions of the address and they are not reflected in the tax records. The land is owned by the Metropolitan Nashville Airport Authority and thus there is a ground lease. As we stated before, there was not anything in the tax records that would allow us to compute FMV as no amount was listed for the property.

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**9. Section B. Economic Feasibility, Project Cost Chart, Item C3.**

The response to Question 20 of Supplemental #1 is noted. However, per the explanation, the \$200,000 investment would not be included in Financing Costs on the Project Costs chart. Please correct the Project Costs chart if necessary and submit a replacement page.

**Response:** Please see Revised Project Costs Chart, 36RR, as well as replacement page 3RR, which is adjusted as a result of this change. Both are included as Attachment Section B. Economic Feasibility, Project Cost Chart, Item C3.

**10. Section B. Economic Feasibility Item 2. Funding Sources**

The response to Question 21 of Supplemental #1 is noted. In the response to Question 6, Mr. Lee's recollection was that it took "several years" to reach financial feasibility. The projection for Heart and Soul Hospice is 18 months, which doesn't include expenses during the six-month period until licensure and also is dependent on the projections that don't appear to include a growth period (see above question). How much is Mr. Turner able and willing to commit to the project, and if additional funding is needed for additional years, has there been any formal communication with a lending institution on the availability of institutional funding, as described in the response.

**Response:** The amount that is estimated to be needed is the \$200,000 discussed above. Please see response above as to growth period. Although that is what has been included as an estimate until the project is cash flowing, the letter from Mr. Turner's banker indicates that his account regularly has \$500,000 so that if it is necessary to provide more than \$200,000, Mr. Turner has the cash available to do so.

Will Mr. Turner's investment funds be categorized as a liability on Heart and Soul Hospice's balance sheet?

**Response:** No, the investment funds will not be counted as a liability on the balance sheet.

**11. Section B. Economic Feasibility Item 7. Projected Payor Mix**

The revised payor mix chart received in response to Question 25 of Supplemental #1 is noted. However, bad debt is no longer included in the submitted chart and Medicare/Medicare Managed Care doesn't match the originally submitted \$694,172. Please explain the change in Medicare/Medicare Managed Care and also complete the below chart which includes Bad Debts.

**Response:** The reason the number does not match the originally submitted number is because while the charity care and bad debt numbers are included below the line, the total revenue stayed the same. Therefore, it was necessary to adjust the revenue for Medicare/Medicare Managed Care and/or TennCare/Medicare that is included above the total line. When you add the charity care and bad debt to the total for Medicare/Medicare Managed Care, the projected operating revenue is the old number of \$694,172 plus the total for charity care and bad debt of \$42,072 for a new total for Medicare/Medicare Managed Care of \$736,244, or the number shown in the table below. As a result, the percent of total numbers also had to be adjusted.



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Page 7

**Projected Payor Mix**

Payor Source	Projected Gross Operating Revenue	As a Percent of Total
Medicare/Medicare Managed Care	\$736,244	70%
TennCare/Medicaid	\$315,532	30%
Commercial/Other Managed Care		
Self-Pay		
Other		
<b>Total</b>	<b>\$1,051,776</b>	100%
Charity Care	\$21,036	2%
Bad Debts	\$21,036	2%

**12. Section B. Economic Feasibility Item 8. Staffing**

The revised staffing chart received in response to Question 26 of Supplemental #1 is noted. However, “Total Staff” projected FTEs is still calculated incorrectly. Please revise and submit a replacement page incorporating the correction for this and the following item.

**Response:** The total number of staff, including the contractual staff is 12.5. Please see revised page 47RR included as Attachment Section B, Economic Feasibility, Item 8-Staffing.

On the same chart, please provide wage and contractual rate information for Non-Patient Care positions and Contractual Staff. (Please note that total costs for listed staff in this chart should approximate that listed in the Projected Data Chart). Please submit a replacement page incorporating the additional information and any changes resulting from the following item.

**Response:** All staff wages are now included in the staffing chart. We realized during our review there were some inaccuracies and have corrected those. Please see revised page 47RR included as Attachment Section B, Economic Feasibility, Item 8-Staffing.

Based on the revised staffing chart and the Average Wage column, costs for Direct Patient Care would be calculated at approximately \$214,700. The Projected Data Chart shows \$433,430 for Direct Patient Care costs. Please discuss the reason for the difference, and if necessary, make appropriate modifications.

**Response:** When the staffing chart is revised to include the more accurate wages, the costs for direct patient care are \$417,600. When the applicant was doing its Projected Data Chart, it was overly conservative and was not trying to match the number on the staffing chart, so that is why there is not an exact match.

David Elenbaas  
July 31, 2020  
Page 8

**13. Section B, Contribution to the Orderly Development of Health Care, Item 3.C. Training**

The revised institutional listing provided in response to Question 33 of Supplemental #1 is noted. Please clarify what is meant by 'faculty member' next to several of the institutions and submit a replacement page.

**Response:** Andre Lee teaches courses for these on-line institutions and thus, he is a faculty member.

If you have any questions, please contact me at [Kim.Looney@wallerlaw.com](mailto:Kim.Looney@wallerlaw.com) or by telephone at 615-850-8722.

Sincerely,



Kim Harvey Looney

KHL:lag  
Attachments

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

NAME OF FACILITY: HEART AND SOUL HOSPICE, LLC, CN2007-025

I, KIM H. 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.

  
\_\_\_\_\_  
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 31<sup>ST</sup> day of July 2020, witness my hand at office in the County of Davidson, State of Tennessee.

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

My commission expires 03/08, 2021.

HF-0043

Revised 7/02



MY COMMISSION EXPIRES:  
MARCH 08, 2021

**Attachment Section A, Applicant Profile, Item 4.6A-Legal  
Interest in Site**

**Bing Searches**

**Landlord Letter**

**Property Record Card**

123,000,000 Results Any time ▾

Including results for 402 corporate drive **nashville**.

Do you want results only for 402 Corporate Drive nahsville?



Corporate Dr, Nashville-Davidson, TN 37217  
bing.com/maps

Directions

### Kelly Services - 402 Corporate Bna Dr, Ste 610, Nashville, TN

<https://www.superpages.com/bp/nashville-tn/kelly-services-L0093134496.htm> ▾

Kelly Services in **Nashville, TN** – Get **driving** directions to **402 Corporate** Bna Dr, Ste 610 **Nashville, TN 37217**. Add reviews and photos for Kelly Services. Kelly Services appears in: Temp Agencies, Employment Agencies, Job Listing Services, Outplacement Consultants, Employment Consultants

**Location:** 402 Corporate Bna Dr, Ste 610, Na... **Phone:** (615) 213-0200

### NDC, Inc. – Delivering Efficiency to Healthcare

<https://www.ndc-inc.com/contact> ▾

Contact Us. Phone: 615.366.3230. Fax: 615.366.3240. **Customer Service** Hours: Mon-Fri, 7:30 - 4:30 CST. **CORPORATE OFFICE. BNA Corporate Center. 402 BNA Drive, Suite 500. Nashville, ...**

### Images of 402 CORPORATE Drive Nashville

bing.com/images





See all images >

### NDC, Inc. – Delivering Efficiency to Healthcare

<https://www.ndc-inc.com> ▾

ndc **corporate** office **402 bna drive**, suite 500 **nashville**, tennessee 37217 distribution center 407 new sanford road la vergne, tennessee 37086 ph – ...

### BNA Corporate Center I and II - 402-404 BNA Drive ...

[https://www.commercialcafe.com/commercial-property/...](https://www.commercialcafe.com/commercial-property/) ▾

Jul 22, 2020 · BNA **Corporate Center** I and II is located at **402-404 BNA Drive** in the **Nashville International Airport** neighborhood, TN, **Nashville**, 37217. The Class B Office building was completed in 1984 and features a total of 233,759 Sqft.

### 402 Avondale Dr Nashville TN - MLS #2172436

<https://www.nashvillemls.com/listing/2172436-402...> ▾

Description of **402 Avondale Dr, Nashville**. This is the one! Located in one of the most charming areas of East **Nashville**. Idyllic architecture & mature trees! This updated, Historic Lockeland Springs home sits on a quiet street, yet is extremely convenient to the hip areas of East **Nashville**!

### 402 Bna Drive Nashville, TN commercial lease comps and ...

<https://property.compstak.com/402-Bna-Drive-Nashville/p/129344> ▾

BNA **Corporate Center 100 402 Bna Drive, Nashville, TN 402 Bna Drive** is located in **Nashville, TN**. Built in 1984, this 7 story office property spans 131,071 SQFT.

### 402 Bna Dr - Nashville TN - MapQuest

<https://www.mapquest.com/us/tn/nashville/37217...>

**402 Bna Dr** Directions {{{location.tagLine.value.text}}} Sponsored Topics. Legal. Help. View detailed information and reviews for **402 Bna Dr** in **Nashville, Tennessee** and get driving directions with road conditions and live traffic updates along the ...

### 402-404 Bna Dr, Nashville, TN 37217 - Office Space for ...

<https://www.loopnet.com/Listing/402-404-Bna-Dr-Nashville-TN/8417193> ▾

**402-404 Bna Dr, Nashville, TN 37217**. This Office space is available for Lease on LoopNet.com. Class A office buildings located near Elm Hill Pike and Bril StateCode: tn State: tennessee 6,000,000 : **nashville** : davidson : **nashville-tn-37217** :: Office

### 402 Dennywood Dr, Nashville, TN 37214 - Zillow

<https://www.zillow.com/homedetails/402-Dennywood...> ▼

**402 Dennywood Dr** , **Nashville**, TN 37214-1756 is currently not for sale. The 845 sq. ft. single-family home is a 2 bed, 1.0 bath property. This home was built in 1955 and last sold on 8/28/1985 for \$46,900. View more property details, sales history and Zestimate data on **Zillow**.

### 402 Avondale Dr, Nashville, TN 37206 | MLS #2172436 | Zillow

<https://www.zillow.com/homedetails/402-Avondale-Dr...> ▼

**402 Avondale Dr** , **Nashville**, TN 37206-1819 is a single-family home listed for-sale at \$475,000. The 1,530 sq. ft. home is a 2 bed, 2.0 bath property. Find 63 photos of the **402 Avondale Dr** home on **Zillow**. View more property details, sales history and Zestimate data on **Zillow**. MLS # 2172436

Including results for **402 corporate drive nashville**.

Do you want results only for **402 Corporate Drive nahsville**?

- 1
- 2
- 3
- 4
- 5
- >





July 30, 2020

Heart and Soul Hospice LLC  
2921 Cherrybark Court  
Hermitage, TN 37067

Dear Mr. Lee:

This letter confirms that the buildings located at 402-404 BNA Drive in Nashville, Tennessee, are owned by CCP Property Owner Nashville I, LLC, as the lessee under a ground lease with the Metropolitan Nashville Airport Authority. The term of the ground lease is in effect for at least the next five years.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy McLendon". The signature is stylized with a large, looped initial "J" and a horizontal line extending to the right.

Jeremy McLendon  
on behalf of CCP Property Owner Nashville I, LLC

Davidson County, TN  
Assessor of Property

## Unofficial Property Record Card

### GENERAL PROPERTY INFORMATION

**Map & Parcel:** 107 00 0 117.00  
**Current Owner:** METROPOLITAN NASHVILLE  
 AIRPORT  
**Mailing Address:** 1 TERMINAL DR STE 501  
 NASHVILLE, TN 37214  
**Zone:** 8  
**Neighborhood:** 3011

**Location:** 402 BNA DR  
**Land Area:** 12.01 Acres  
**Most Recent Sale Date:** 07/08/1977  
**Most Recent Sale Price:** \$0  
**Deed Reference:** 00005169-0000396  
**Tax District:** USD

### CURRENT PROPERTY APPRASIAL

**Assessment Year:** 2020  
**Land Value:** \$3,766,700  
**Improvement Value:** \$0  
**Total Appraisal Value:** \$3,766,700

**Assessment Classification\*:** EXE  
**Assessment Land:** \$0  
**Assessment Improvement:** \$0  
**Assessment Total:** \$0

### LEGAL DESCRIPTION

LOT 2 METROPOLITAN NASHVILLE AIRPORT AUTHORITY

### IMPROVEMENT ATTRIBUTES - Card 1 of 1

**Building Type:**  
**Year Built:**  
**Square Footage:** 0  
**Number of Living Units:**

**Rooms:**  
**Beds:**  
**Baths:**  
**Half Bath:**

**Exterior Wall:**  
**Frame Type:**  
**Story Height:**  
**Foundation Type:**

**Building Grade:  
Building Condition:**

**Fixtures:**

**Roof Cover:**



\*This classification is for assessment purposes only and is not a zoning designation, nor does it speak to the legality of the current use of the subject property.