



# TRANSFORMING CARE IN TEAYS VALLEY

Request for Proposal  
Response to Provide  
Facility Master  
Planning Services to  
CAMC Teays Valley Hospital

June 16, 2022



Trinity:NAC



Architects • Engineers • Surveyors



Mr. David Childers  
Corp. Director of Project Management &  
Construction Services.  
David.Childers@camc.org

Dear Dave:

Thank you for this opportunity to serve you and CAMC. We appreciate the critical importance of this engagement for the future of CAMC and the community of Hurricane.

Your master plan is not just about increasing access to much-needed healthcare services - it's about creating a community that will thrive while ensuring that your hospital reflects the community's spirit, pride and resilience, and creates a place where neighbors care for neighbors.

The Pickering / Trinity:NAC team reflects the pride in your community by bringing together expertise in healthcare research, analytics, strategy, health planning, design, and architecture to create a strategy that is grounded in forward-thinking health and wellness delivery, best-in-class operations, lean organizations, patient and staff experiential planning and sustainable business strategies through:

**Extensive Master Planning and New Hospital Development Experience.** Many firms can develop a master plan, but a master plan alone is no longer enough.

You need a team that understands that developing evolved healthcare delivery model means assessing the intricate relationship between healthcare strategy, operations, finance, consumer experience, workforce planning, technology, and the built environment.

Through our design of over 220 master plans and 30 new health campuses across the country, we have deep understanding of the benefits and impact of regenerative vs. replacement strategies and can quickly bring to light an objective and accurate data-centric evaluation of each.

With a dedicated team of researchers, strategists, and analysts, we craft holistic strategies and plans that balance next generation advancements with real life practicalities and sustainability.

**A Team That has Worked Together.** Pickering and Trinity:NAC has a working relationship that began over 25 years ago and involved numerous successful engagements for Marietta Memorial Health System. We know one another and trust our partnership.

**National and Best-in-Class Perspective.** Trinity:NAC staff have provided advisory, planning and design services to over 200 healthcare organizations in 46 states, ranging from over 25 rural health organizations to multi-campus health systems including UPMC, Cleveland Clinic, and Mayo Clinic.

Trinity:NAC staff also brings a keen perspective of how progressive health systems across the country are strategizing the delivery of rural care within their larger system.

**Agility and Nimbleness.** We appreciate the critical nature of your challenges and the importance of speed. Our process is comprehensive, holistic, and agile. With a better understanding of your needs and time commitment, we can customize our approach, potentially reducing the schedule by four weeks without sacrificing vision and creativity.

**And perhaps, most importantly, Years of Partnership with CAMC.** Pickering has worked with CAMC for over 6 years. We know your organization, culture and how you like to work. We are part of your community and are committed to delivering a solution that is resilient, flexible, adaptable, and affordable.

Dave, we are grateful for this opportunity and hope to partner with you on this most important venture.

Best Regards

Ryan K. Taylor  
President / CEO  
Pickering Associates

Robert Gesing, AIA  
Principal  
National Health Practice Leader  
Trinity:NAC

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*"Having the privilege to work directly with Ryan and his team has been more than outstanding and positive; it truly has been an educational and insightful experience, well exceeding our expectations. They have been an invaluable asset for our organization in the master planning project development and oversight.*

*The team at Pickering's overall work ethic and character has always been positive and certainly energetic, with their knowledge and expertise really showing and being impactful in the process. Their unselfishness, and willingness to work hard to meet our sometimes-unrealistic asks, have always been met with great professionalism, and positive outlooks.*

*A prime example is when Ryan and the Pickering team spearheaded meetings with state and local officials on our behalf in a professional and impactful manner, making a difference.*

*It is without any reservation that I vouch for Ryan Taylor and Pickering Associates whole-heartedly and recommend them. I ultimately feel they are truly dedicated to our success."*

Stephen S. Whited  
Chief Executive Officer  
Minnie Hamilton Health System



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### On the cover:

*A Monarch Butterfly, state butterfly of West Virginia, transforming from chrysalis stage into full butterfly.*

# Corporate Overview

## ORGANIZATION

### 1. Please provide a description of your organization and partner consultant.

#### **Pickering Associates**

11283 Emerson Ave.  
Parkersburg, WV 26104  
(304) 464-5305 - Office  
(304) 464-4428 - Fax  
Ryan Taylor  
(304) 483-6413  
rtaylor@pickeringusa.com  
www.pickeringusa.com

#### **Trinity:NAC**

827 Yard St.  
Grandview Heights, OH 43212  
(614) 899-4830 - Office  
(614) 899-4831 - Fax  
Bob Gesing  
(614) 893-4423  
BGesing@trinitynac.com  
www.trinitynac.com

### 2. Insurance - Provide the name of the insurance company which provides liability insurance to your organization.

#### **Pickering Associates**

Peoples Insurance Agency, LLC  
Marietta, OH  
*(See Appendix C for Certificate of Insurance.)*

#### **Trinity:NAC**

Alliant Insurance Services, Inc.  
Spokane, WA  
*(See Appendix C for Certificate of Insurance.)*

### 3. Please provide a brief description of your organization's and partner consultant's histories.

#### **Pickering Associates**

Founded in 1988, Pickering Associates has been providing architectural, engineering and surveying services throughout West Virginia and Ohio for the past thirty years.

Our company is the product of three generations and more than 75 years of construction experience. This experience, plus state-of-the-art engineering practices, create a full-service architectural, engineering and surveying firm serving a wide range of needs and featuring innovative, customized solutions.

Our highly qualified staff includes licensed professional engineers, professional surveyors, licensed architects, designers, drafters, and support personnel. The disciplines we cover include architecture; surveying; project management; civil, structural, mechanical, electrical, and process engineering; automation and control; and construction administration.

#### **Trinity:NAC**

Founded in 1998, Trinity:NAC is a national healthcare planning, design and architecture firm. Combining business analytics and financial and operational planning with architectural planning and design, we create efficient, flexible, and sustainable healthcare facilities.

With more than 2,000 client engagements, our firm is recognized for best practice analytics, demand modeling, lean process analysis, 3P transformational planning, community tapes-try analyses, next-generation trends, disruptive technologies and services research, and experiential planning that informs our solutions and advances the integration of health and wellness in communities across the country.

In 2020, Trinity merged with NAC Architects to form Trinity:NAC, the specialty healthcare practice of NAC. Privately owned by a group of shareholders; Bob Gesing is on the Board of Directors.

# Project Staffing & Process

## Staffing Plan and Proposed Project Team

The Pickering / Trinity:NAC team leverages the talent, experience, and skill of two companies into a unified structure that collaboratively harnesses the talents and insights of both firms.

The success of our engagement is rooted in clear and transparent project organizational structure within and between Pickering, Trinity:NAC, other subconsultants, and CAMC / Teays Valley staff.

Establishing disciplined reporting and decision-making structures will provide Teays Valley and CAMC with the information necessary to objectively analyze potential solutions and select the right path forward that balances vision, budget, and schedule for the Master Plan.

As team leaders, Pickering is ultimately responsible for the work that our consultants produce.



**Ryan Taylor**  
Principal-in-Charge  
Pickering Associates

**Education:**  
West Virginia University  
MS, Safety and Environmental Engineering

Ryan has over 25 years of experience and is team leader on this project. His role is to develop and maintain all client and stakeholder relationships, negotiate contracts, and oversee and manage design and production work.

### Relevant Experience:

- **Camden Clark Medical Center Memorial Campus, Parkersburg, WV**  
Campus Consolidation Project
- **PARS Healthcare, Parkersburg, WV**  
PARS Brain and Spine Institute
- **Covenant at South Hills, Mt. Lebanon, PA**  
Assisted Living Center



**Traci Stotts, AIA**  
Project Manager  
Pickering Associates

**Education:**  
Marshall University  
MS, Technology Management

University of North Carolina  
Professional Bachelor of  
Architecture

The Ohio State University  
BS, Architecture

Traci has more than 28 years of experience and is project manager on this project. She is the key person responsible for overseeing all aspects of the day-to-day design, planning, and construction processes.

### Relevant Experience:

- **Minnie Hamilton Health Systems, Grantsville, WV**  
Master Planning and Expansion Project
- **Charleston Area Medical Center, Charleston, WV**  
New Teays Valley Multispecialty Clinic
- **Health and Wellness Center, Williamson, WV**  
Williamson Hospital Renovations (for Re-opening Facility)



**Bob Gesing, AIA**  
Visioning / 3P Lead  
Trinity:NAC

**Education:**  
*The Ohio State University*  
*BS, Architecture*

For more than 37 years, Bob has served the healthcare industry by providing analysis, programming, planning, and design services on over 2,000 engagements for more than 150 healthcare organizations throughout the United States.

**Relevant Experience:**

- **Blanchard Valley Health System, Findlay, OH**  
Strategic Master Plan
- **Memorial Health - Athens Health & Sistersville General Hospital, OH / WV**  
Strategic Master Plans
- **Cleveland Clinic, Cleveland, OH**  
System Strategic Master Plans



**Amy Wessel, MBA, MHA**  
Analytical / Lean Operational  
Planning Lead  
Trinity:NAC

**Education:**  
*Webster University*  
*Master of Business*  
*Administration*

*Saint Louis University*  
*Master of Health*  
*Administration*

*University of Missouri*  
*BS, Biology*

Throughout her 18-year career, Amy has helped organizations rethink their strategies and facility investments to better respond to consumer expectations, risk-based reimbursement, clinical outcomes, lean operations, and policy changes.

**Relevant Experience:**

- **Frederick Health System, Frederick Health Village, Frederick, MD**  
Strategic Master Plan
- **Memorial Health - Athens Health & Sistersville General Hospital, OH / WV**  
Strategic Master Plans
- **Truman Medical Center, Kansas City, MO**  
Strategic Master Plan



**David Boggs, PE**  
Design Lead  
Pickering Associates

**Education:**  
*Marshall University*  
*MS, Engineering Management*

*Virginia Tech*  
*BS, Mechanical Engineering*

David has more than 27 years of experience. As design lead, David is directly responsible for the quality, creativity, and delivery of design, budget adherence, and client and team satisfaction for this project.

**Relevant Experience:**

- **Charleston Area Medical Center, Charleston, WV**  
New Teays Valley Multispecialty Clinic
- **Health and Wellness Center, Williamson, WV**  
Williamson Hospital Renovations (for Re-opening Facility)
- **Cabell Huntington Hospital, Huntington, WV**  
New Outpatient Medical Center



**Jeffrey Hosek, PE, LEED AP**  
 Mechanical Engineering Lead  
 Pickering Associates

**Education:**  
*University of Akron*  
*BS, Mechanical Engineering*

With over 23 years of experience, Jeff provides mechanical design leadership, and coordinates all of our healthcare projects. He also oversees completion of construction drawings, specifications, and existing system studies.

**Relevant Experience:**

- **Charleston Area Medical Center, Charleston, WV**  
New Teays Valley Multispecialty Clinic
- **Cabell Huntington Hospital, Huntington, WV**  
New Outpatient Medical Center
- **Camden Clark Medical Center, Parkersburg WV**  
Emergency Department Consolidation and Patient Room Expansion



**Carl Henson, PE**  
 Electrical Engineering Lead  
 Pickering Associates

**Education:**  
*New Jersey Institute of Technology*  
*MS, Electrical Engineering*

With over 40 years of experience, Carl designs, reviews, recommends, and evaluates building electrical systems, instrumentation, and power control systems / stations for efficient, safe and economical operation.

*West Virginia Institute of Technology*  
*BS, Electrical Engineering*

**Relevant Experience:**

- **Charleston Area Medical Center, Charleston, WV**  
New Center for Learning and Research
- **WVU Medicine. Camden Clark Medical Center, Parkersburg, WV**  
Emergency Department Consolidation and Patient Room Expansion
- **WVU Medicine Camden Clark Medical Center, Parkersburg, WV**  
OB and Pediatric Department Renovations



**Sean Simon, AIA, NCARB**  
 Cost Estimating  
 Pickering Associates

**Education:**  
*Construction Specifications Institute*  
*Construction Document Technologist*

With over 30 years of experience, Sean is a meticulous estimator adept at identifying and tracking costs to ensure an optimal allocation of business resources. He is known for his communication with all relevant parties to verify costs.

*University of Tennessee*  
*Professional Bachelor of Architecture*

**Relevant Experience:**

- **Hardy County Senior Citizens, Mooreville, WV**  
New Medical Office Building
- **WVU Medicine Camden Clark Medical Center, Parkersburg, WV**  
2nd Floor Nursing Renovation
- **Patrons of Lost River, Mooreville, WV**  
New Urgent Care Center

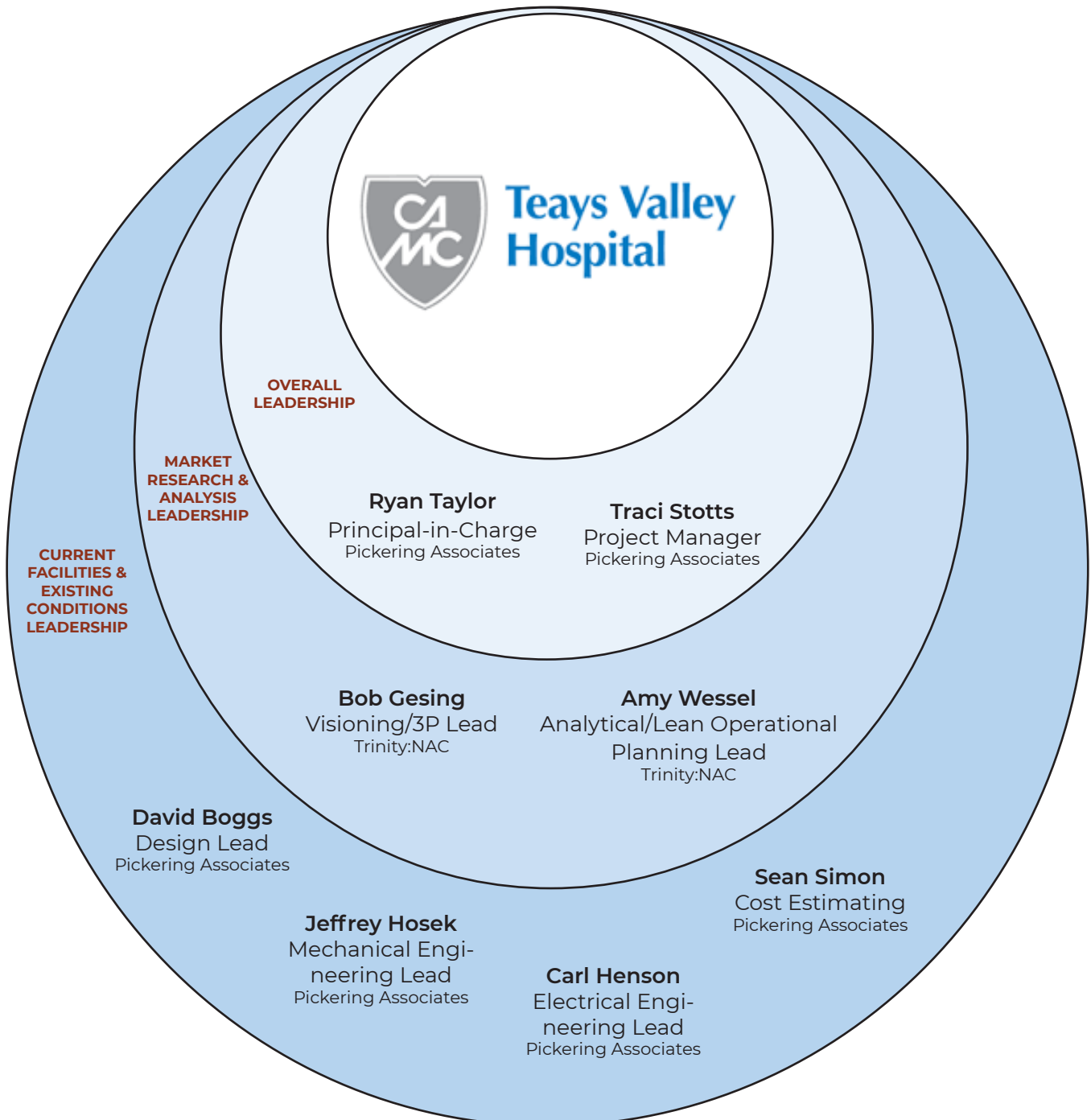
# Project Staffing & Process

## Project Plan & Process

Please see Appendix D for our process in developing an effective, sustainable, and adaptable master plan.

## Organization Chart

The entire team will be engaged in the development of proposed facilities strategy and capital projects.





# Project Staffing & Process

## Project Management

Pickering's Project Manager, Traci Stotts, will provide day-to-day project management for control of the day-to-day activities of the Master Plan. As the first line review. Traci ensures our compliance with vision, schedule, and budget, as well as the details which arise during the life of the design and construction phases.



*"Healthcare design is my passion. I find satisfaction in knowing that I am helping the healthcare profession to operate in buildings that are functional, efficient, and safe for patients.*

*Understanding the evolving and ever-changing needs of healthcare and being able to translate those needs into the built environment is a challenge that keeps me interested and engaged in architecture.*

*I have focused on working with clients to identify what they truly value, define their needs, and understand the performance metrics that will measure success.*

*Resolving design challenges amid the layers of constraints that apply to healthcare design, making the complex appear simple and seamless, is extremely rewarding.*

*My experience as a Project Manager allows me to problem-solve on many levels. This gives me the drive to find the right solution for each unique situation and each new challenge and find a solution for Teays Valley Hospital based on what you value most."*

Traci Stotts

## TRACI L. STOTTS, AIA

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PROJECT MANAGER  
ARCHITECT  
VP OF MARKETING & DEVELOPMENT

- Project manager and architect for master planning and expansion project at Minnie Hamilton Health Systems in Grantsville, WV
- Project manager and architect for new CAMC Teays Valley Multispecialty Clinic in Charleston, WV
- Project manager and architect for Health and Wellness Center, Williamson Hospital Renovations (for Reopening Facility) in Williamson, WV
- Project manager and architect for a new Cath Lab addition and renovation at a local hospital in Parkersburg, WV
- Architect of record for a new one-story, 25,000 SF medical office building in Belpre, OH
- Project manager and architect for a one-story, 11,000 SF physical therapy facility in Parkersburg, WV
- Project manager and architect for the renovation of an existing 13,000 SF medical/surgical unit at a local hospital in Parkersburg, WV
- Project Architect and Construction Administrator for a new medical office building in Parkersburg, WV
- Lead Architect for a new Women's Center on the ground floor of a MOB at a local hospital
- Lead Architect for new \$20M Emergency Department with WVUM Camden Clark Medical Center in Parkersburg, WV

# Pricing

Based upon our current understanding of the Teays Valley Facility Master Plan, The Pickering / Trinity:NAC team suggests the fee be structured on an Hourly Fee Basis with a Not to Exceed Budget Range of \$125,000 – \$150,000.

This Budget is an estimate only and does not include additional sub-consultant services.

In addition to fees, we will invoice for reimbursable expenses such as, but not limited to reprographics and deliveries. All reimbursable expenses will be billed at actual cost plus 10% administrative fee.

Travel to Hurricane or Charleston is not a reimbursable expense. Travel to other facilities outside of the CAMC network, if desired, will be billed at IRS approved rates / actual cost plus 10% administrative fee.

We look forward to meeting with you to align our work scope, schedule, and fee with your needs. Once the scope is more refined, the budget and schedule can be adjusted to meet the expectations of CAMC and Teays Valley leadership.

*"Pickering Associates is a best-in-class firm. On our project we had many challenges due to changes in code and the condition of the facility that needed to be renovated. They demonstrated a very effective and efficient way to assist with our renovation plan while working simultaneously with the regulators. To sum it up, they were instrumental in allowing our community to accomplish goals for access point to health care."*

Gene Preston  
President & Founder  
Vertical Healthcare Provider Solutions

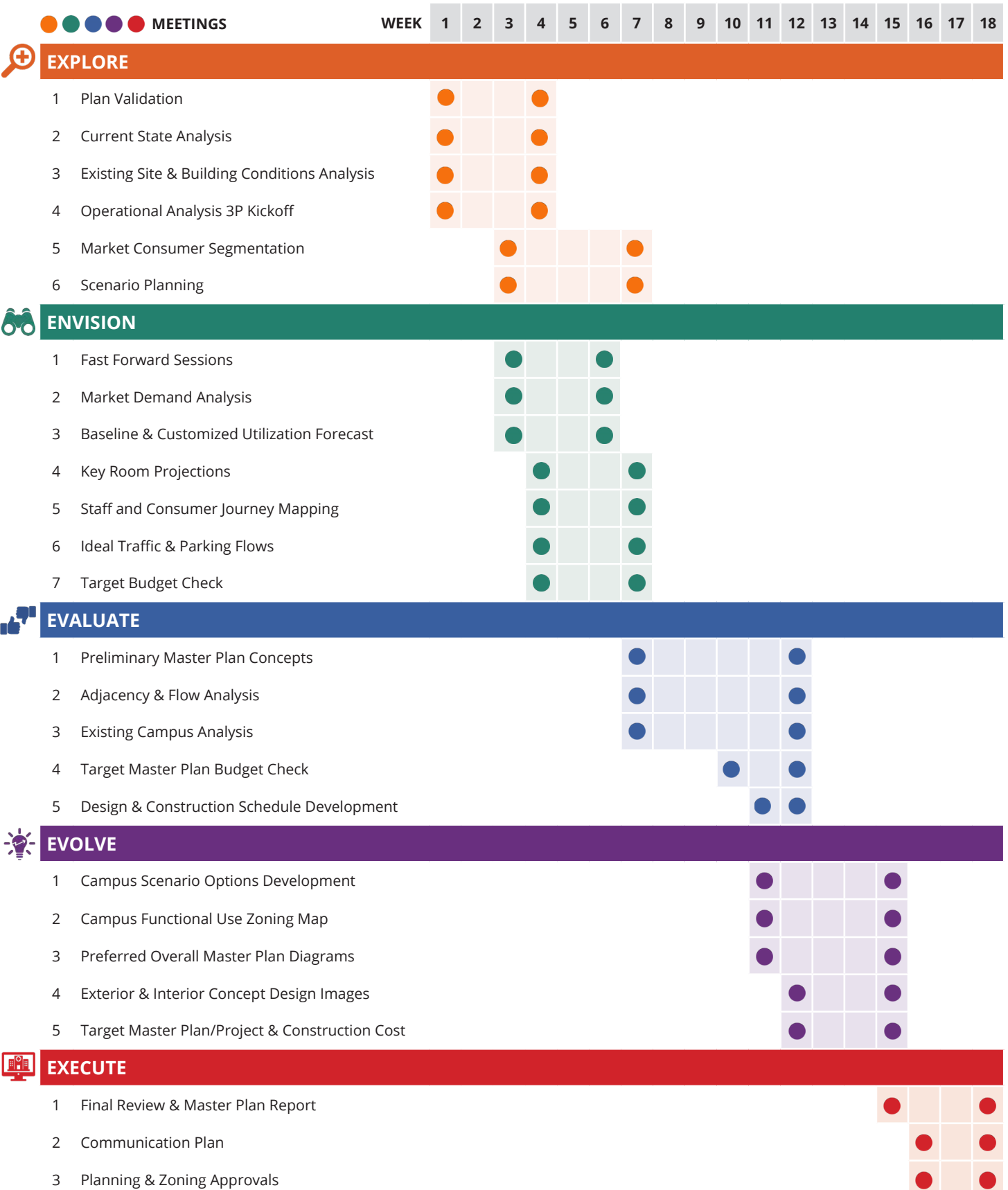
*"The 3P workshop was so engaging to our entire staff and community, and created something we never imagined. Trinity:NAC's planning and design creativity has been a game changer for us!"*

Jeff Subler  
Chief Executive Officer  
Wayne Healthcare



# Proposed Time Frame

The Pickering / Trinity:NAC team will look for opportunities to reduce the proposed time frame once we have a better understanding of the full project scope.



*"In 2011, Camden Clark Medical Center joined West Virginia United Health Services (WVU Medicine) and proposed the consolidation of St. Joseph's Hospital campus with the Camden Clark Medical Center campus. Ryan Taylor and his team at Pickering Associates were engaged to assess both campuses.*

*The assessment was an important component for long-term planning and led to a decision to ultimately build a patient tower on the Camden Clark Medical Center campus to consolidate all patient care services.*

*Additionally, the assessment allowed for upgrades on the St. Joseph's campus to bring the facility in compliance and support patient care needs while the new patient care tower was being built.."*

David McClure  
Former President & CEO  
Camden Clark Medical Center



**A brighter tomorrow starts  
today for the community of  
Teays Valley and beyond.**



**Trinity:NAC**



**APPENDICES A, B, C, D**



**APPENDIX A –  
SIGNATURE SHEET**

The undersigned:

1. Is fully acquainted with and understands completely the scope of services covered by this RFP.
2. Agrees:
  - a. To hold the proposal open and the proposal price firm for ninety (90) calendar days from its submittal date.
  - b. To accomplish all services for the sum of money outlined on the contractor's proposal.
  - c. To all terms and conditions outlined in this RFP.
  - d. To perform the services in conformance with the requirements listed in this RFP.

We have hereby submitted our proposal and signed by authorized personnel.

By:           Ryan K. Taylor          

Signature:           *Ryan K. Taylor*          

Title:           Principal-in-Charge          

Date:           June 16, 2022

**APPENDIX B -  
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT, is made and entered into as of the 16th day of June, 2022, by and between **CHARLESTON AREA MEDICAL CENTER, INC.**, a West Virginia nonprofit corporation, ("CAMC") and Pickering Associates  
("Company").

**WITNESSETH**

WHEREAS, CAMC and Company are interested in reviewing and evaluating each other's business and operations in connection with their consideration of a possible contract or business arrangement between the parties (the "Proposed Transaction"); and

WHEREAS, CAMC and Company each agree to provide the other with certain information concerning their respective businesses and operations in consideration of, conditioned upon, and in reliance upon, the following mutual agreements and obligations:

(1) Evaluation Material. Each party hereto has received from the other party, and may continue to receive, certain oral and written information concerning the other party hereto with respect to the Proposed Transaction, which information is non-public, confidential, and/or proprietary in nature (the "Evaluation Material"). Each party hereto, together with its shareholders, members, affiliates and subsidiaries (as applicable, such party is referred to herein as the "Providing Party") has and will continue



to make such information available to the other party hereto (as applicable, such party is referred to herein as the "Receiving Party") pursuant to the requests of the Receiving Party only on the terms and conditions set forth below. Each Receiving Party acknowledges the confidential or proprietary nature of the Evaluation Material provided by the Providing Party and agrees to use the Evaluation Material provided to it by the Providing Party solely for the purpose of evaluating the Proposed Transaction and will not use the Evaluation Material provided to it by the Providing Party in any way to the detriment of the Providing Party. Unless and until the Proposed Transaction has been completed pursuant to written definitive agreements (the "Definitive Agreements"), such information will be kept strictly confidential by the Receiving Party, except that the Receiving Party may disclose the Evaluation Material or portions thereof to those trustees, directors, officers, employees, attorneys, accountants, consultants, financial advisors and agents (collectively, "Representatives") of the Receiving Party who (i) need to know such information for the purpose of evaluating the Proposed Transaction, (ii) agree to use such information solely for that purpose and not to use such Evaluation Material in any manner that materially and adversely affects the business of the Providing Party, and (iii) agree to be bound by the terms of this Agreement.

(2) Scope of Evaluation Materials. The term "Evaluation Materials", with respect to information provided, or to be provided, by the Providing Party, shall not include any information which, at the time of disclosure, is (i) generally available to and known by the public (other than as a result of its unauthorized disclosure by the Receiving Party or the Receiving Party's Representatives); (ii) available to the Receiving on a non-confidential basis prior to disclosure; or (iii) received by the Receiving Party concerning the Providing Party on a non-confidential basis from a third person who is not under an obligation to maintain the confidentiality thereof.

(3) Cooperation with Disclosure. If the Receiving Party or its Representatives are requested or required as a result of a judicial or regulatory proceeding (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any

Evaluation Material provided by the Providing Party, the Receiving Party shall provide the Providing Party with prompt written notice thereof so that the Providing Party may seek an appropriate protective order. The Receiving Party will cooperate with the Providing Party's efforts with respect thereto. If, in the absence of a protective order, the Receiving Party or its Representatives are, in the written opinion of counsel, compelled as a matter of law to disclose any portion of the Evaluation Material provided by the Providing Party, the Receiving Party may disclose to the person or entity compelling disclosure only the portion of the Evaluation Material that is required by law to be disclosed (in which case, prior to such disclosure, the Providing Party will be advised and consulted as to such disclosure and the nature and wording of such disclosure) and each party will use its reasonable best efforts to obtain confidential treatment thereof.

(4) Time Limitation on Use of Evaluation Materials. If Definitive Agreements are not signed within one (1) year from the date of this Agreement (subject to extension by mutual written agreement of the parties), each Receiving Party will promptly (i) return to the Providing Party all copies of the Evaluation Material provided by the Providing Party in the possession of the Receiving Party or its Representatives, (ii) destroy all copies of any analyses, compilations, studies, abstracts or other information prepared by or for the Receiving Party's internal use which reflects the Evaluation Material provided by the Providing Party, whether in written or electronic format, and (iii) certify in writing to the Providing Party that all such documents, materials, and information have been so returned or destroyed, as the case may be.

(5) Return of Materials. Upon the Providing Party's request all documents and other tangible objects containing or representing the Providing Party's Evaluation Material and all copies (in whole or in part) thereof which are in the possession or control of the Receiving Party shall be promptly returned to the Providing Party or destroyed.

(6) Confidentiality of Discussions. Except as required by law, without the prior written consent of the other party, neither party will, and each party will direct its Representatives not to, disclose

to any person (i) the fact that Evaluation Material has been made available, or that a party has inspected any part of the Evaluation Material, or (ii) any of the terms, conditions, or other facts with respect to any such Proposed Transaction, including the status hereof.

(7) No Warranties Regarding Evaluation Material. Each Receiving Party hereto understands and acknowledges that neither the Providing Party nor any of its Representatives, and none of the respective trustees, directors, officers, employees, agents, members, stockholders, owners, or affiliates of the Providing Party or its Representatives, makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material provided by the Providing Party, and none of such persons will have any liability resulting from the use of the Evaluation Material by the Receiving Party or its Representatives, except with respect to any liability arising from a violation of the terms of this Agreement. Only those representations or warranties that are made in the Definitive Agreements when, as and if they are executed, and subject to such limitations and restrictions as may be specified in such Definitive Agreements, shall have any legal effect.

(8) Trade Secrets. Notwithstanding anything to the contrary in this Agreement, any trade secrets of a Providing Party also will be entitled to all of the protections and benefits under any applicable law. If any Evaluation Material which a Providing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, then such Evaluation Material will be considered confidential information subject to all of the protections of this Agreement. In the case of trade secrets, each party hereby waives any requirement that the other party submit proof of the economic value of any trade secret or posts a bond or other security.

(9) No Obligations with Respect to Proposed Transaction. Each party agrees that unless and until Definitive Agreements have been fully executed and delivered, neither will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement or any written or oral expression with respect to such a transaction by either party's trustees, directors, officers,

employees, agents or any other Representatives or the advisors or Representatives thereof except, in the case of this Agreement, for the matters specifically agreed to herein.

(10) Remedies for Breach. Each party specifically agrees that money damages would not be a sufficient remedy for any breach of this Agreement and the non-breaching party shall, therefore, be entitled to specific performance as a remedy for any such breach. Specific performance shall not be deemed to be the exclusive remedy for any breach of any provision of this Agreement but shall be in addition to all other remedies provided by law or equity. In the event either party initiates legal proceedings to protect its rights under this Agreement, the prevailing party in such proceeding will be entitled to payment of all reasonable costs and expenses, including without limitation, reasonable legal fees and disbursements, incurred by it in such proceedings as a court of competent jurisdiction may adjudge. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

(11) Miscellaneous. Neither party may assign its interest in or delegate the performance of its obligations under this Agreement to any other person without obtaining the prior written consent of the other party. Should any part of this Agreement be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining portions. Each individual signing this Agreement warrants that execution has been duly authorized by the party for which he or she is signing. The execution and performance of this Agreement by each party has been duly authorized by all applicable laws and regulations and all necessary corporate action, and this Agreement constitutes the legal, valid, and binding agreement and obligation of each party enforceable against each party in accordance with its terms. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof. No failure of a party to detect, protect, or remedy a breach shall be deemed a waiver of the party's rights. This Agreement constitutes the entire agreement of the parties hereto and

supersedes all prior agreements and representations with regard to the subject matter hereof. This Agreement shall be interpreted and construed in accordance with the law of the State of West Virginia.

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

**CHARLESTON AREA MEDICAL CENTER, INC.**

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

Its:

Date: \_\_\_\_\_

**PICKERING ASSOCIATES**

By: *Ryan K. Taylor*  
Ryan K. Taylor

Its: Principal-in-Charge

Date: June 16, 2022

# APPENDIX C



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Peoples Insurance Agency, LLC PO Box 210 Marietta, OH 45750	<b>CONTACT NAME:</b> Lisa A Ballard	
	<b>PHONE (A/C, No, Ext):</b> 740-568-4034	<b>FAX (A/C, No):</b> (740) 885-7182
<b>E-MAIL ADDRESS:</b> Lisa.Ballard@pebo.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Pickering Associates Inc 11283 Emerson Ave Parkersburg, WV 26104	<b>INSURER A :</b> Motorist Commerical Mutual	
	<b>INSURER B :</b> Brickstreet Mutual Ins Co	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		13331
<b>INSURER F :</b>		12372

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	5000115006	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5000115191	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	5000115384	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCN6002539 5000115191 OH STOP GAP	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Charleston Area Medical Center Inc. including their officers directors and employees are included as Additional Insured with a Waiver of Subrogation as respect to the General Liability and Automobile Liability sections of the policies as required by written contract. The General Liability is primary and non-contributory as required by written contract or agreement. A Waiver of Subrogation applies to Worker's Compensation Coverage as required by written contract. Umbrella Liability Coverage is follow form.

**CERTIFICATE HOLDER**

Charleston Area Medical Center  
 501 Morris St.  
 Charleston, WV 25301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NACINC0-01

BHATCH

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Alliant Insurance Services, Inc.</b> 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: <b>Brenda Hatch, CIC</b> PHONE (A/C, No, Ext): <b>(509) 343-9287</b> E-MAIL ADDRESS: <b>Brenda.Hatch@alliant.com</b>	FAX (A/C, No): <b>(509) 325-1803</b>
	INSURER(S) AFFORDING COVERAGE	
INSURED  <b>NAC INC.</b> 1203 W. Riverside Ave Spokane, WA 99201	INSURER A : <b>RLI Insurance Company</b>	NAIC # <b>13056</b>
	INSURER B : <b>Continental Casualty Company</b>	<b>20443</b>
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		PSB0009162	12/9/2021	12/9/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0002991	12/9/2021	12/9/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PSE0004553	12/9/2021	12/9/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N <input type="checkbox"/> N / A	PSB0009162	12/9/2021	12/9/2022	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab		AEH288357131	8/7/2021	8/7/2022	Aggregate \$ 5,000,000
B	Professional Liab		AEH288357131	8/7/2021	8/7/2022	Deductible 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Coverage

CERTIFICATE HOLDER  <b>NAC Architecture Inc.</b> 1203 W Riverside Spokane, WA 99201	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Keith Richardson</i>

# APPENDIX D






## Project Plan & Process

Developing an effective, sustainable and adaptable master plan goes beyond bricks and mortar. It demands establishing a holistic vision of your future based on the many different factors that will shape the evolution of healthcare delivery.

It is no longer enough to ask “What we will be doing in the next ten years?” Today, we need to explore the potential future of healthcare for Teays Valley.

The optimal master plan explores evolving care models, operations, experiential goals, strategy, financial realities, and growth projections to **create solutions that are actionable, affordable, and adaptable.**

As your guide in this journey, Pickering and Trinity:NAC will assess the necessary data, build empathy with your stakeholders, leverage lean operational planning and facilitate a framework that will enable you to chart a path forward with confidence.

 <b>EXPLORE</b>	 <b>ENVISION</b>	 <b>EVALUATE</b>	 <b>EVOLVE</b>	 <b>EXECUTE</b>
<p>The Teays Valley journey begins by asking the right questions and exploring the existing strategy, operational model, workforce, and digital ecosystem. Qualitative and quantitative data is analyzed to draw connections between patterns, trends, culture, behavior, and demand of the community.</p> <ul style="list-style-type: none"> <li><b>STRATEGIC PLAN VALIDATION</b> Review strategic plan, translating into quantifiable success + value metrics related to quality + outcomes, operations, patient and provider experience, fiscal stewardship, and growth.</li> <li><b>BASELINE VOLUME &amp; MARKET PROJECTIONS</b> Calculate market and facility demand by assessing 10-year inpatient, ambulatory, diagnostic, procedural and observation volume projections. Assess position within the regional market to establish current market position and develop scenarios based on market evolution, population dynamics and socio-economic indicators.</li> <li><b>OPERATIONAL ANALYSIS</b> Assess and benchmark best practices within CAMC and against comparable hospitals.</li> <li><b>MARKET CONSUMER SEGMENTATION</b> Assess market characteristics through interviews and data analysis to understand the needs and challenges consumers in the market considering age, income level, household structure, ethnicity, education, technology adoption, healthcare literacy level, and key healthcare purchasing drivers.</li> <li><b>ASSET INVENTORY</b> Assess the physical condition and characteristics of the existing Teays Valley hospital. Collect existing building information data and document condition of current facility assets. Amass existing building information data to document building system and major facility conditions along with known / expected needs. Identify life cycle and remaining useful life of systems.</li> <li><b>CODE COMPLIANCE</b> Review existing hospital building code and life safety plans. Conduct field survey, interviews and analysis of facilities documenting general compliance with code requirements.</li> <li><b>TARGET BUDGET</b> Develop budget parameters for current/5/10-year capital needs.</li> </ul>	<p>Provide Teays Valley with different paths leading to a successful future. We challenge stakeholders in 3P Lean workshops and introduce them to best practices, disruptive models, and cross-industry practices to envision the future. We will conduct <b>what if?</b> and <b>why not?</b> scenario analyses with CAMC and Teays Valley stakeholders.</p> <ul style="list-style-type: none"> <li><b>FAST FORWARD TO THE FUTURE</b> With multidisciplinary teams, discuss how future care models, workforce and digital innovations, and the reimbursement and regulatory environments will impact healthcare tomorrow.</li> <li><b>PATIENT AND PROVIDER CONSUMER EXPERIENCES</b> Create proprietary insights into future consumer behaviors for accessing and receiving care, implicit and explicit needs, and challenges and perspectives.</li> <li><b>TOMORROW'S CONSUMER HEALTHCARE JOURNEY</b> Develop patient journey maps detailing the optimal experience for patients with different diagnoses, acuities, demographics, and health equity needs. Consumer journey maps will include operational, workforce, technology and facility implications.</li> <li><b>CUSTOMIZED DEMAND PROJECTIONS</b> Develop 5- and 10-year forecasts of inpatient, ambulatory, diagnostic, procedural, and observation volume projections by specialty and site of care.</li> <li><b>SITE OF SERVICE STRATEGY</b> Develop site of care recommendations for optimal distribution of services on the main campus, as well as other CAMC sites. Translate key room forecast into departmental and building space requirements by site of service. Develop adjacency diagrams and stacking diagrams.</li> <li><b>KEY ROOM PROJECTIONS</b> Translate demand forecast and utilization benchmarks into key room requirements by site of service.</li> <li><b>TARGET BUDGET CHECK</b> Identify risks to budget and develop mitigation/correction plans.</li> </ul>	<p>Refine design concepts to identify the optimal solution for the Teays Valley Master Plan. Test the space program against similar recent plans to ensure the budget is realistic and responsible. Develop major room programming to inform departmental space needs.</p> <ul style="list-style-type: none"> <li><b>PRELIMINARY MASTER PLAN CONCEPTS</b> Test fit options through a variety of tools including sketches, renderings, and animations. Lead conceptual planning workshops to allow the planning team to visualize design concepts for feedback.</li> <li><b>PREFERRED ADJACENCY &amp; FLOWS</b> Rapid prototyping to align the program with key functional adjacencies, flows, and ideal experiences. Develop adjacency and stacking diagrams.</li> <li><b>IDEAL TRAFFIC &amp; PARKING FLOWS</b> Translate potential program changes to parking demand and develop ideal traffic flows for patients, visitors, and caregivers.</li> <li><b>EXISTING CAMPUS IMPACT ANALYSIS</b> Evaluation and impact analysis of existing campus buildings, potentially including a plan(s) for functional decommissioning or downgrading, preliminary phasing, “make-ready” requirements, and development timeline for each campus option developed.</li> <li><b>TARGET MASTER PLAN / PROJECT &amp; CONSTRUCTION BUDGET CHECK</b> Construction cost estimates for each master plan option to ensure that major program elements are within the established target budget.</li> <li><b>DESIGN &amp; CONSTRUCTION SCHEDULE DEVELOPMENT</b> Develop schedules including priorities and practical phasing plans for each master plan concept.</li> <li><b>PLANNING AND ZONING</b> Analyze current ordinances and incorporate known code requirements into planning documents.</li> </ul>	<p>Translate defined project requirements into a solution that conveys how the built environment will support and improve the care delivery system. Continue to evolve optimal design solutions based on outcomes of Explore and Envision phases. Translate all work to-date into physical and operational solutions to support hospital over time.</p> <ul style="list-style-type: none"> <li><b>CAMPUS SCENARIO OPTIONS DEVELOPMENT</b> Development of campus zoning and functional use diagrams. Master plan concepts will be analyzed and developed and reviewed through 5- and 10-year lenses to determine the most preferential solution to be developed as a final master plan.</li> <li><b>CAMPUS FUNCTIONAL USE ZONING MAP</b> Identification of development zones segregated by Inpatient Development, Ambulatory Development, and Support and Administrative zones.</li> <li><b>PREFERRED OVERALL MASTER PLAN DIAGRAMS</b> Finalize / further develop master plan diagrams to represent preferred master plan solution. Present the plan to key stakeholders to solicit comments, address concerns, and refine solutions.</li> <li><b>EXTERIOR &amp; INTERIOR CONCEPT RENDERINGS</b> Present sketches and massing studies to describe the building and site design concepts and establish value, quality, and cost associated with the master plan implementation.</li> <li><b>PROJECT &amp; CONSTRUCTION TARGET MASTER PLAN / PROJECT COST RECOMMENDATION</b> Update target budgets for the preferred master plan design. Coordinate budget with contractor as appropriate.</li> </ul>	<p>Finalize an actionable roadmap for how Teays Valley Hospital's operational plans and physical environment will support your mission to provide the best healthcare to every patient every day over a 5- and 10-year horizon.</p> <ul style="list-style-type: none"> <li><b>FINAL REVIEW &amp; MASTER PLAN REPORT</b> Consolidate all previous supporting work and analysis into a final preferred master plan report.</li> <li><b>FINAL ROAD MAP</b> Present the road map for how the campus will develop, operate, and provide services in the future.</li> <li><b>COMMUNICATION PLAN</b> Support key leadership in presentations of the plan to senior executives, system stakeholders, medical staff, and other key constituents as required, to ensure the adoption of the preferred master plan option. Assist system and hospital leadership in Town Hall presentations to the Teays Valley Community.</li> <li><b>PLANNING AND ZONING APPROVALS</b> Present final Master Plan to the City of Hurricane for approval.</li> </ul> <p><i>The solutions our team advances will be measured against their ability to enhance:</i></p> <ul style="list-style-type: none"> <li>- Quality and outcomes of the care delivered</li> <li>- Patient and staff experience</li> <li>- Operational and staffing efficiencies</li> <li>- Productivity in the delivery of clinical care</li> </ul>