



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 05-31-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0506 3109 HHR2200000003 1	Procurement Folder:	1035305
Document Name:	STRATEGIC ASSESSMENT AND MANAGEMENT CONSULTING SERVICE	Reason for Modification:	
Document Description:	STRATEGIC ASSESSMENT AND MANAGEMENT CONSULTING SERVICES		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-06-10
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-06-09

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000038761 MCCHRYSTAL GROUP LLC 333 N FAIRFAX STREET STE 100 ALEXANDRIA VA 22314 US Vendor Contact Phone: 703-336-3444 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Bryan D Rosen Requestor Phone: (304) 558-0953 Requestor Email: bryan.d.rosen@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

6-1-22 Box

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: 05/31/22

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE:

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE:

ELECTRONIC SIGNATURE ON FILE

Extended Description:

THE VENDOR, MCCHRYSTAL GROUP LLC, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, INTO AN OPEN-END CONTRACT TO PROVIDE STRATEGIC ASSESSMENT AND MANAGEMENT CONSULTING SERVICES PER THE TERMS AND CONDITIONS, SPECIFICATIONS, , BID REQUIREMENTS, ADDENDUM 1 ISSUED ON 04/22/2022, ADDENDUM 2 ISSUED ON 04/25/2022, ADDENDUM 3 ISSUED ON 04/28/2022, AND THE VENDOR'S PROPOSAL DATED 05/12/2022, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80101506				0.000000
	Service From	Service To			
	2022-06-10	2023-06-09			

Commodity Line Description: 4.2.1.1 Organizational Assessment

Extended Description:

4.2.1.1 Organizational Assessment

Total Price: \$503,648.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80101506				0.000000
	Service From	Service To			
	2022-06-10	2023-06-09			

Commodity Line Description: 4.2.1.2 Strategic Plan

Extended Description:

4.2.1.2 Strategic Plan

Total Cost: \$578,770.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80101506			HOUR	480.000000
	Service From	Service To			

Commodity Line Description: Principal/Executive Consultant

Extended Description:

Principal/Executive Consultant

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80101506			HOUR	320.000000
	Service From	Service To			

Commodity Line Description: Senior Consultant

Extended Description:

Senior Consultant

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	80101506			HOUR	240.000000
	Service From	Service To			

Commodity Line Description: Consultant

Extended Description:

Consultant

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	80101506			HOURL	480.000000
	Service From	Service To			

Commodity Line Description: Financial Subject Matter Expert

Extended Description:

Financial Subject Matter Expert

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	80101506			HOURL	400.000000
	Service From	Service To			

Commodity Line Description: Organizational Development/Business Transformation Subject M

Extended Description:

Organizational Development/Business Transformation Subject Matter Expert

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	80101506			HOURL	175.000000
	Service From	Service To			

Commodity Line Description: Child Welfare Subject Matter Expert

Extended Description:

Child Welfare Subject Matter Expert

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	80101506			HOURL	225.000000
	Service From	Service To			

Commodity Line Description: Substance Use Disorder (SUD) Subject Matter Expert

Extended Description:

Substance Use Disorder (SUD) Subject Matter Expert

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	80101506			HOURL	480.000000
	Service From	Service To			

Commodity Line Description: Public Health Subject Matter Expert

Extended Description:

Public Health Subject Matter Expert

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	80101506			HOURL	225.000000
	Service From	Service To			

Commodity Line Description: Mental/Behavioral Health Subject Matter Expert

Extended Description:

Mental/Behavioral Health Subject Matter Expert

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	80101506			HOURL	140.000000
	Service From	Service To			

Commodity Line Description: Program and Administrative Support Staff

Extended Description:
Program and Administrative Support Staff

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for years;

☐ the contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

Revised 04/01/2022

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ *****STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

☒ *****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
WV DHHR
ONE DAVIS SQUARE, 1ST FLOOR, CHARLESTON, WV 25301

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.


46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Kirsten Norman, Contracts Manager
(Printed Name and Title) Kirsten Norman, Contracts Manager
(Address) 333 N. Fairfax Street, Suite 100, Alexandria, VA 22314
(Phone Number) / (Fax Number) Phone: 703-328-7061
(email address) Kirsten.Norman@McChrystalGroup.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

McChrystal Group LLC
(Company)

(Authorized Signature) (Representative Name, Title)
Martin Schweitzer, Director of Government Relations
(Printed Name and Title of Authorized Representative) (Date)
Phone: 571-312-867 Fax: N/A
(Phone Number) (Fax Number)
Marty.Schweitzer@McChrystalGroup.com
(Email Address)

West Virginia Department of Health and Human Resources

4.2. Project Goals and Mandatory Requirements: The purpose of this RFP is to identify a Vendor that can provide strategic assessment and management consulting services. The Vendor should have the capability to provide studies, analyses, strategic plans, and reports on the Agency's operations to assess gaps, identify risks and redundancies, and inform executive level decisions regarding the organization, structure, and strategic priorities of the Agency. Additionally, the Vendor's services should include the provision of expert advice, assistance, or guidance in support of the Agency's mission-oriented business functions, as listed above in the organizational chart. The Vendor should describe its approach and methodology to providing the service inclusive of meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

4.2.1. Goals and Objectives – The project goals and objectives are listed below.

4.2.1.1 Organizational Assessment – The Vendor should propose an approach to conduct a baseline organization assessment of the Agency on which to build a future strategic and operating plan and any other recommendations required to achieve Agency goals. The Vendor should propose a fact-based strategy to the assessment, informed by a top-to-bottom review of the Agency, including the existing documentation, materials, and data, along with key stakeholder interviews for each Bureau or Office within the Agency.

Additionally, the Vendor should describe the approach to comprehensively review and document the current state of the Agency and each Bureau/Office area, including a catalogue of current priorities/initiatives, performance, improvement opportunities, along with processes, capabilities and gaps, risks, redundancies, resources, and cost efficiency opportunities. The Vendor should also include a description of any necessary assessments to inform an Agency strategic plan (SWOT, process mapping, analysis, etc.).

4.2.1.2 Strategic Plan – The Vendor should provide an approach to develop and recommend a strategic plan for the Agency with priorities that directly support the Agency mission and goals to promote and provide health and human resources for the people of West Virginia in order to improve their quality of life. The Vendor proposal should address the following components of the Strategic Plan, including but not limited to:

- Clear and consistent communication of mission, vision, values, and culture
- Top overall priorities and milestones (e.g., Child Welfare, Substance Use Disorder, others defined by the Agency)
- Bureau/Office level priorities aligned with overall Agency priorities
- Process and governance
- Operating model and potential organizational structure efficiencies
- Critical success factors
- Analysis of health and human services federal and state funding sources including cost efficiency, federal/state cost allocation methodologies, and additional opportunities.

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4.2.1.3 Efficient and Iterative Delivery of Services – The Vendor should propose a schedule that achieves completion of all activities associated with strategic assessment and management consulting services by December 31, 2022. Vendor should assume that schedule status updates are provided at least monthly and that all versions (approved, draft, etc.) of vendor work products, analyses, and report materials are made available upon request.

4.2.1.4 Additional/Optional Services – It may be necessary to analyze additional goals and objectives related to the strategic assessment and management consulting services provided. These additional/optional services would be performed utilizing the hourly rates provided in Attachment A: Cost Sheet. The Vendor should include in its proposal, an approach to determining which additional goals and objectives may be necessary as a result of the organizational assessment and strategic plan.

Additional/Optional Services should be purchased on an as-needed basis, through specific delivery orders at the hourly rates detailed in Attachment A. Each delivery order should include the necessary staff quantities to be purchased and the specific scope of strategic assessment and management consulting services to be performed.

4.2.2. Mandatory Project Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification. The mandatory project requirements are listed below.

4.2.2.1 Vendor must have the capability to provide services in-person and remote (via video conference and teleconference) as mutually agreed upon by the Agency and the Vendor.

4.2.2.2 Vendor must comply with all current and future security and privacy policies and procedures of the Department and the West Virginia Office of Technology (WVOT), which can be found at the following links:

<http://www.wvdhhr.org/mis/policies.asp>

<https://technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx>

4.3. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how

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they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1. Vendor Qualifications:

4.3.1.1.1. Vendor should have a minimum of seven (7) years' experience providing strategic assessment, management consulting services, and/or reorganization services concerning entities conducting public health and/or health care functions.

4.3.1.1.2. Vendor should have a minimum of five (5) years' experience developing and implementing strategic plans for federal or state health and/or human services entities with 2,000 or more employees OR a minimum of seven (7) years' experience developing and implementing strategic plans for federal or state agencies with 2,000 or more employees.

4.3.1.1.3. Vendor should have completed a minimum of two (2) projects of similar scope and size to this solicitation within the last five (5) years. Vendor should provide as part of their proposal a summary of the projects completed and a customer reference point of contact including Name, Title, Email, and Telephone Number.

4.3.1.2. Principal/Executive Consultant: A minimum of ten (10) years' experience in duties associated with organizational strategic assessment and management consulting services. Responsibilities include, but are not limited to:

- Provide executive-level consulting services.
- Provide senior-level interface with the Agency and managing daily operations.
- Ensure the timely performance and completion of all obligations under the contract.
- Organize and direct the overall performance of the vendor staff.
- Possess the authority to make binding decisions on behalf of the vendor.
- Ensure that goals and objectives are achieved within budgetary parameters.

4.3.1.3. Senior Consultant(s): A minimum of ten (10) years' experience in duties associated with organizational strategic assessment and management consulting services. Responsibilities include, but are not limited to:

- Manage the day-to-day operations of projects or services.
- Ensure the quality and timely completion of projects or services.
- Provide technical and subject matter expertise in fulfillment of services.
- Participate as a senior team member providing high-level consulting services.
- Plan, organize, and execute tasks in successful delivery of projects or services.
- Develop and define strategic visions.

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- Plan, direct, control, schedule, coordinate, and organize management of tasks.
- Provide customer interface in fulfillment of projects or services.
- Plan, organize, and oversee all subordinate work efforts.
- Ensure quality standards and work performance.
- Organize, direct, and manage support services.

4.3.1.4. Consultant(s): A minimum of five (5) years' experience in duties associated with organizational strategic assessment and management consulting services.

Responsibilities include, but are not limited to:

- Apply administrative, consultative, and technical expertise in fulfillment of projects or services.
- Plan, organize, execute, and control project tasks in successful delivery of projects or services.
- Interface with agency staff to ensure time delivery of projects or services.
- Apply a broad set of management skills and technical expertise.
- Provide solutions through analysis.
- Direct subordinates in the completion of tasks and orders.
- Organize, direct, and manage support services.
- Direct activities in fulfillment of projects or services.

4.3.1.5. Financial Subject Matter Expert(s): A minimum of five (5) years' experience with health and human services federal and state funding sources and cost allocation methodologies OR a minimum of seven (7) years' experience with general federal and state funding sources and cost allocation methodologies. Responsibilities include, but are not limited to:

- Apply financial administrative, consultative, and technical expertise in fulfillment of projects or services.
- Plan, organize, execute, and control project tasks in successful delivery of projects or services.
- Interface with Agency staff to ensure timely delivery of projects or services.
- Provide solutions and recommendations for financial efficiency through analysis.

4.3.1.6. Organizational Development/Business Transformation Subject Matter Expert(s): A minimum of five (5) years' experience providing organizational development/restructuring or business transformation services for a health and human services state agency with more than 2,000 employees OR a minimum of seven (7) years' experience providing organization development/restructuring or business transformation services for a state agency with more than 2,000 employees. Responsibilities include, but are not limited to:

- Apply organizational development/business transformation administrative, consultative, and technical expertise in fulfillment of projects or services.
- Plan, organize, execute, and control project tasks in successful delivery of projects or services.

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- Interface with Agency staff to ensure timely delivery of projects or services.
- Provide solutions and recommendations for organizational efficiency through analysis.

4.3.1.7. Child Welfare Subject Matter Expert: A minimum of five (5) years' experience working for a federal, state, or private child welfare agency OR a minimum of seven (7) years' experience assisting a federal, state, or private child welfare agency.

Responsibilities include, but are not limited to:

- Apply child welfare administrative, consultative, and technical expertise in fulfillment of projects or services.
- Plan, organize, execute, and control project tasks in successful delivery of projects or services.
- Interface with Agency staff to ensure timely delivery of projects or services.
- Provide solutions and recommendations for organizational efficiency and positive child welfare outcomes through analysis.

4.3.1.8. Substance Use Disorder (SUD) Subject Matter Expert: A minimum of five (5) years' experience assisting federal or state agencies with overseeing SUD programs OR a minimum of seven (7) years' experience assisting a private agency or company with overseeing SUD programs. Responsibilities include, but are not limited to:

- Apply SUD administrative, consultative, and technical expertise in fulfillment of projects or services.
- Plan, organize, execute, and control project tasks in successful delivery of projects or services.
- Interface with Agency staff to ensure timely delivery of projects or services.
- Provide solutions and recommendations for policy updates and positive SUD outcomes through analysis.

4.3.1.9. Public Health Subject Matter Expert: A minimum of five (5) years' experience assisting federal or state agencies with overseeing Public Health programs OR a minimum of seven (7) years' experience assisting a private agency or company with overseeing Public Health programs. Responsibilities include, but are not limited to:

- Apply Public Health administrative, consultative, and technical expertise in fulfillment of projects or services.
- Plan, organize, execute, and control project tasks in successful delivery of projects or services.
- Interface with Agency staff to ensure timely delivery of projects or services.
- Provide solutions and recommendations for policy updates and positive Public Health outcomes through analysis.

4.3.1.10. Mental/Behavioral Health Subject Matter Expert: A minimum of five (5) years' experience assisting federal or state agencies with overseeing Public Health programs OR a minimum of seven (7) years' experience assisting a private agency or

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company with overseeing Mental/Behavioral Health programs. Responsibilities include, but are not limited to:

- Apply Mental/Behavioral Health administrative, consultative, and technical expertise in fulfillment of projects or services.
- Plan, organize, execute, and control project tasks in successful delivery of projects or services.
- Interface with Agency staff to ensure timely delivery of projects or services.
- Provide solutions and recommendations for policy updates and positive Mental/Behavioral outcomes through analysis.

4.3.1.11. Program and Administrative Support Staff: A minimum of one (1) year experience in duties associated with organizational strategic assessment and management consulting services. Responsibilities include, but are not limited to:

- Coordinate and provide administrative support services in support of projects and services.
- Support the provision of services or production of project deliverables and perform administrative functions required to complete tasks.
- Provide graphics and editorial support services.
- Maintain version control of project documents.
- Provide direct support to consulting staff, including supporting the development of all deliverables and/or work products.

4.3.2. Mandatory Qualification/Experience Requirements – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification.

4.3.2.1. Staff Acceptance: The Vendor shall remove any staff rejected by Agency from the projects or services. Agency reserves the right to reject any staff proposed or later assigned under the contract.

4.4. Oral Presentations (Agency Option): The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.2) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented will be provided ahead of the oral presentations.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.



(Signature)

McChrystal Group LLC

(Company)

Martin Schweitzer, Director of Government Relations

(Representative Name, Title)

571-312-8637

(Contact Phone/Fax Number)

12 May 2022

(Date)

2 RFP SECTION 4.2.1: GOALS AND OBJECTIVES

2.1 RFP Section 4.2.1.1: Organization Assessment

"The Vendor should propose an approach to conduct a baseline organization assessment of the Agency on which to build a future strategic and operating plan and any other recommendations required to achieve Agency goals. The Vendor should propose a fact-based strategy to the assessment, informed by a top-to-bottom review of the Agency, including the existing documentation, materials, and data, along with key stakeholder interviews for each Bureau or Office within the Agency."

Overview: In support of this effort, the McChrystal Team proposes a multi-faceted organization assessment consisting of comprehensive analyses of DHHR's operating model effectiveness, information flows, and gaps in strategy alignment and implementation. Additionally, the McChrystal Team will utilize existing Agency documentation, materials, data, and key stakeholder interviews for each Bureau or Office within the Agency, as well as apply proprietary organizational performance and network analysis tools to establish a quantitative baseline that demonstrates how DHHR actually operates in practice. This customized assessment will measure critical factors that directly impact the DHHR's ability to establish, implement and adapt its strategic plan. It will also identify key brokers of information and influencers in the organization, who can accelerate the communication and implementation of the strategic plan.

Representative Timeline:

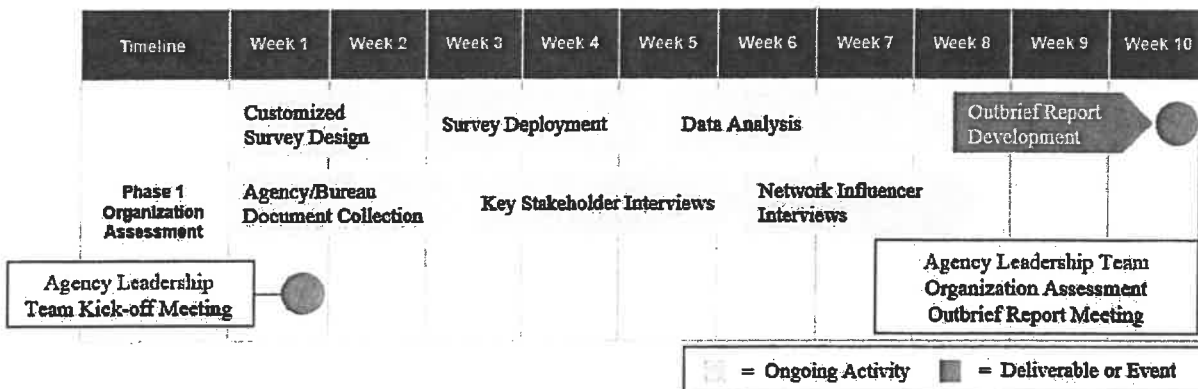


Figure 1: Organization Assessment Timeline

Approach: The McChrystal Team will provide a holistic view of the current operational state of DHHR through the elements of the organization assessment, detailed as follows:

"Baseline Organization Assessment" and Network Behavior Analyses with "Top-to-Bottom Review" via Agency-wide Survey

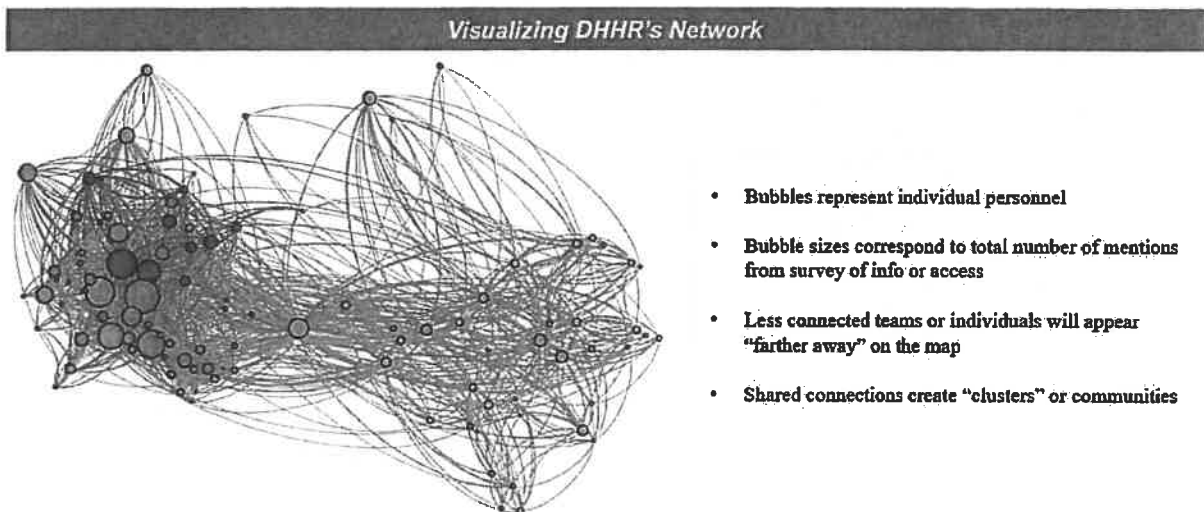
By using a customized diagnostic assessment based on McChrystal Group's proprietary Organizational Performance Analysis (OPA) and Organizational Network Analysis (ONA), the McChrystal Team will equip DHHR's leaders with data-driven insights on the state of its organization, analyzing key measures of organizational performance including alignment of strategic priorities at the Agency and across the Offices and Bureaus that comprise it. It will highlight key challenges that the Agency and its Offices and Bureaus face and provide high impact areas of focus for downstream analysis and reporting. Specifically,

the McChrystal Team's assessment will be designed to solicit input from across the Agency's Offices and Bureaus.

Utilizing McChrystal Group methodology refined through ten (10) years of performing organization assessments within complex Federal, State, and local organizations, as well as Fortune 500 companies, the McChrystal Team will partner directly with DHHR leaders to design and field a tailored assessment, optimized to uncover nuanced datapoints and perspectives from all DHHR Bureaus and Offices. Specific steps the McChrystal Team will take in collaboration with Agency Leadership include:

- Design of a custom, web-based survey instrument based on the Agency's operational structure.
- Deployment of the instrument through Agency systems to ensure secure and seamless distribution to the respondents and ease of completion.
- A detailed analysis phase intended to identify critical findings, put them in context, and deliver statistically and contextually valid findings.

Figure 2 below shows a representative output from the McChrystal Team's Organizational Network Analysis, which is a key deliverable from the McChrystal Team's Organization Assessment. This analysis highlights key network influencers in the Agency and critical communication patterns within and outside its offices and bureaus.



Network Analysis shows how DHHR actually operates, regardless of the organizational hierarchy, visualizing the agency's communication patterns, and identifying information flows, decision-making pathways, and bottlenecks.

Figure 2: DHHR Network Visualization

Cataloguing "Current Priorities and Initiatives, Performance, Improvement Opportunities, Processes, Capabilities and Gaps, Risks, Redundancies, Resources, and Cost Efficiency Opportunities" through Key Strategy Document Collection and Review, and Interviews of Agency Leaders

In preparation for interviews, the McChrystal Team will conduct interviews of key stakeholders identified by DHHR, including Bureau Commissioners and Deputy Commissioners bureaus and other senior leaders of the agency, to better understand trends that emerged from the analysis of survey results.

For stakeholders internal to the Agency and its Offices and Bureaus, these interviews will include a request for specific documentation related to Agency/Office/Bureau processes and capabilities, key priorities and initiatives, risks, gaps, efficiency, and performance improvement opportunities. These interviews will be conducted in conjunction with domain Subject Matter Experts, who will then combine the insights gained from interviews and documentation reviews to generate focused assessments of the broader systems in which DHHR operates. These assessments will be incorporated in the final report noted below.

To promote consistency of feedback, stakeholder interviews will be structured according to a Strengths, Weakness, Opportunities and Threats (SWOT) analysis framework, and will be based on the perspective of the interviewee's experience within the Agency and its Offices and Bureaus.

Identify Organizational Performance Challenges, Strategic and Operational Gaps, and Improvement Opportunities through Targeted Network Influencer Interviews

"Network Influencers" is a term the McChrystal Team uses to refer to individuals who are considered nodes of leadership and knowledge with outsized influence in the organization comparable to their role. Network influencers provide unique context related to process effectiveness within the Agency. They are identified by their supervisors, peers, and subordinates via the previously discussed Organizational Network Analysis. Network Influencers are specifically qualified to provide context into the Agency's performance challenges and improvement opportunities. Interviews with these individuals serve to confirm hypotheses from the organization assessment, reduce partiality, and gain actionable intelligence about the most critical issues affecting the Agency and its Offices and Bureaus. As appropriate, Network Influencer interviews will be conducted in collaboration with our relevant Subject Matter Expert for the respective area of the Agency.

Outline the Current State of DHHR and Provide Insights to Align on the Strategic Plan

McChrystal Team Consultants and Subject Matter Experts will generate a final report summarizing the observations and insights from the survey, all interviews, document reviews, and recommendations. The report will also distill all quantitative and qualitative insights through a lens of a strategic context for DHHR. Once the report is finalized, the team will brief the Secretary of DHHR and any additional leaders selected by the Secretary. That briefing will be discussion-focused, and any feedback provided will be considered for the larger briefing to all Commissioners and Deputy Commissioners noted in Section 2.2.

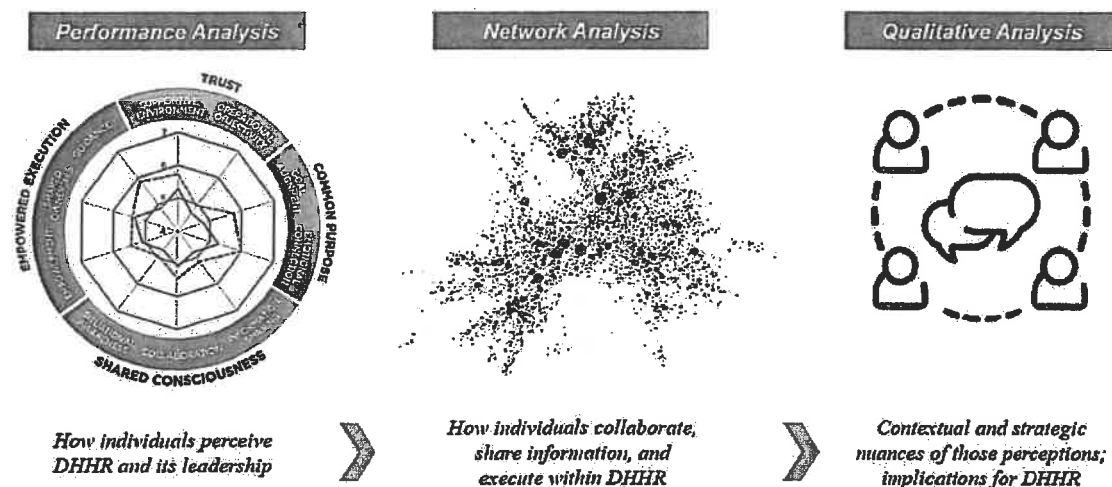


Figure 3: Organization Assessment Deliverable Outline

Organization Assessment Deliverables:

- Organization Assessment Final Report and Outbrief integrating insights from all elements of the assessment (See Figure 3) into a cohesive narrative, consolidated takeaways, and recommendations.

2.2 RFP Section 4.2.1.2: Strategic Plan

"The Vendor should provide an approach to develop and recommend a strategic plan for the Agency with priorities that directly support the Agency mission and goals to promote and provide health and human resources for the people of West Virginia in order to improve their quality of life."

Overview: The power of a strategic plan does not come from words on a page. The power of a strategic plan comes from executive leaders' alignment around the content of the plan and commitment to it. Its power also derives from how leaders communicate the strategic plan and convey how their teams contribute to its success. With this knowledge, leaders throughout the organization can then be empowered to make informed decisions according to how the executive leaders have defined success. The implementation of the McChrystal Team's strategic planning approach described below will generate strategy alignment among DHHR's senior leaders, thereby creating a sense of common purpose across the Offices and Bureaus.

Our teams have successfully applied the strategic plan framework shown in Figure 4 (below) at numerous organizations in the public and private sectors. Key to success is the ability to learn about the organization and adapt this framework to the needs and language of the organization. For example, DHHR may prefer to identify measurable "priorities and milestones" rather than "strategies and initiatives." The execution of our proven strategy alignment methodology will help DHHR leaders create and align on a strategic plan that enables "consistent communication of mission, vision, values, and culture" to meet the needs of DHHR.

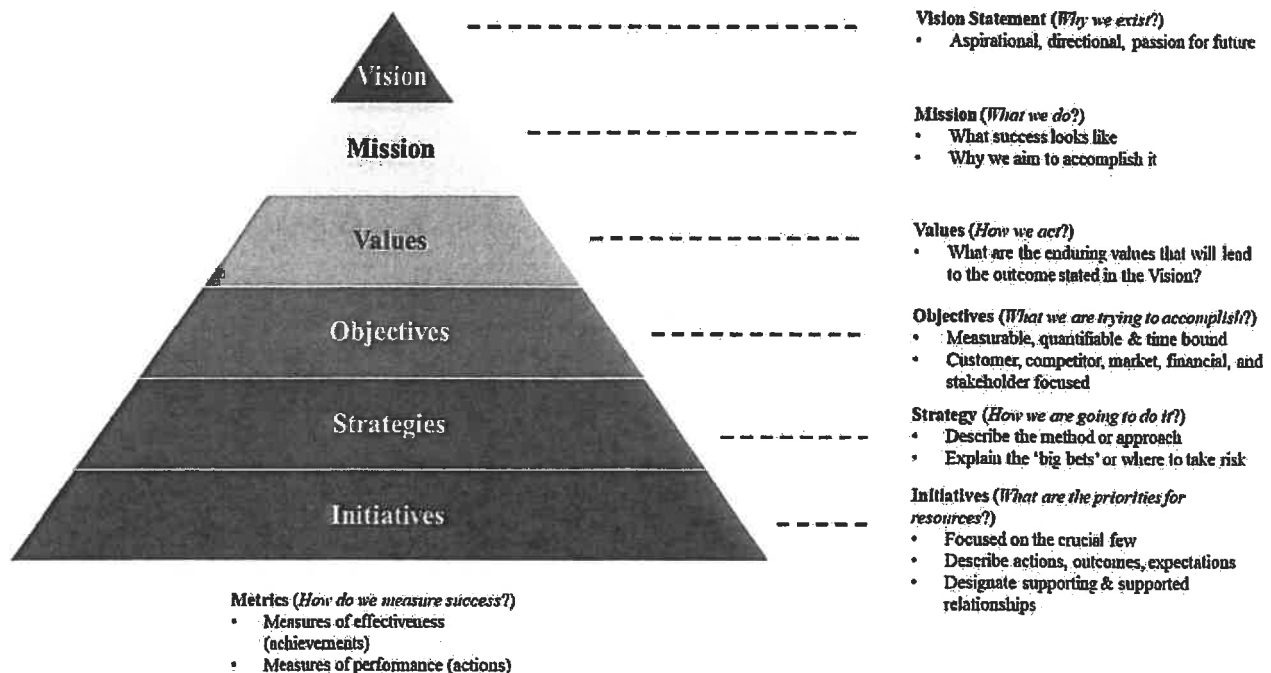


Figure 4: Strategic Plan Framework Visualization

Representative Timeline:

The timeline below outlines the activities, events and deliverables that comprise the development of DHHR's strategic plan.

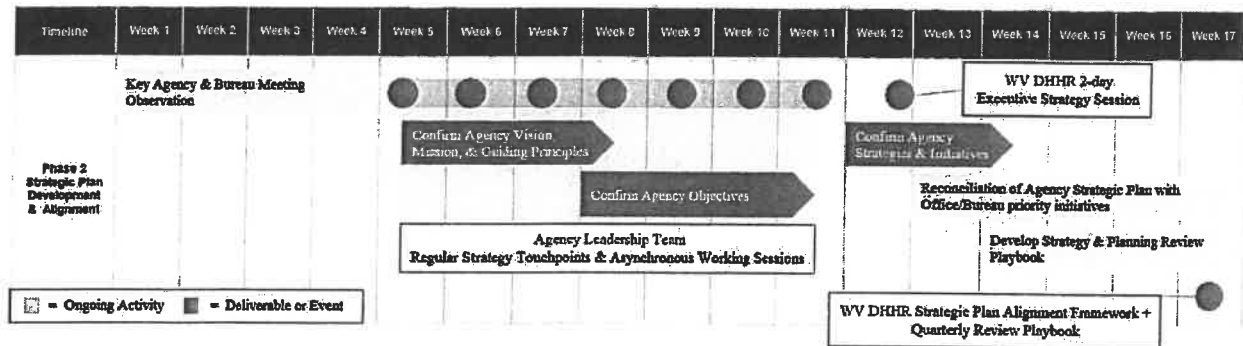


Figure 5: Strategic Plan Timeline

Approach: The following description conveys the McChrystal Team's method to align DHHR leaders around the Agency's future and to create a corresponding strategic plan.

Enable "Clear and Consistent Communication of Mission, Vision, Values, and Culture" Through Regular Observation of Agency Meetings and Working Sessions with Agency Leadership

As outlined in Figure 5, to efficiently align DHHR leaders around the mission, vision, values, and culture within the Agency's strategic plan, the McChrystal Team will complement the interviews and document reviews noted in Section 2.1.1 with the observation and eventual facilitation of discussions during existing DHHR leadership team meetings. If these meetings do not already exist, the McChrystal Team will work with the necessary stakeholders to establish them. Members of our team will observe the leadership team meetings for the first three to four weeks of this partnership to understand each leader's role while learning more about DHHR through the organization assessment. Once the organization assessment interviews are complete and documents have been reviewed, our team members will use portions of these DHHR leadership team meetings to facilitate conversations that gauge leaders' level of alignment around the mission, vision, values, and culture. If needed, the McChrystal Team will also facilitate conversations that examine reasons for misalignment, challenge assumptions, and help the leaders progress toward alignment.

Enable DHHR to Establish "Top Overall Priorities and Milestones" During Leadership Offsite Meeting

While facilitating leaders' alignment around the mission, vision, values, and culture, the McChrystal Team will simultaneously be preparing for a two-day offsite meeting for DHHR's senior leaders. This preparation will include all components of the organization assessment mentioned in Section 2.1, as well as meetings between our Subject Matter Experts and the relevant Bureaus or Offices to prepare content for presentation and discussion. During the offsite, the results of the organization assessment, as well as the drafted mission, vision, and values, will be shared with and discussed by the Secretary, Commissioners, Deputy Commissioners, and Office senior leaders. Our team will then have each Bureau

share its high-level priorities and explain how they align with the Agency-wide mission, vision, values, and culture. Finally, our team will facilitate a series of discussions and activities, so the entire leadership team can identify and establish DHHR's overall priorities and milestones. At the conclusion of these discussions, DHHR leaders will know how well they are aligned on the future of the Agency, which will inform how the McChrystal Team completes the remaining tasks.

Assess Alignment of "Bureau/Office Level Priorities with Overall Agency Priorities"

Following the leadership offsite meeting, the McChrystal Team will meet with Bureau and Office leaders to review their goals, objectives, and/or priorities in more detail, and to establish whether they align with the Agency-wide strategic plan established during the offsite. Our team will provide a summary detailing areas where there is alignment and/or misalignment, and will provide recommendations, as necessary, for DHHR leaders to discuss how to proceed.

Establish the "Process and Governance" for Consistently Reviewing Progress Against the Strategic Plan

A foundational element for a successful strategic plan is establishing the right governance and associated processes. This entails establishing and executing a routine process for leaders to consistently review progress against the strategic plan, discuss barriers to progress, maintain alignment, and make resource allocation decisions or changes to the strategic plan, as necessary. Following the meetings with Bureau and Office leaders noted above, our team will create a Quarterly Strategic Review Playbook tailored to DHHR's organization. To create this Playbook, the McChrystal Team will combine our prior experience implementing Quarterly Strategic Review processes at other large, complex organizations with our knowledge of DHHR, so the process can feasibly be implemented by DHHR leadership (see Section 8 - Additional/Optional Services for more detail).

Advise Leaders on "Potential Operating Model and Organizational Structure Efficiencies"

The McChrystal Team's alignment framework provides a lens through which to evaluate DHHR's structure and determine if it aligns with and supports the DHHR mission, vision, values, and culture, as well as Agency goals and objectives. Our philosophy is that *"strategy drives structure"*. As such, we will partner with DHHR leadership to assess whether misalignments exist that would influence the fundamental structure of the Agency and the Offices and Bureaus that comprise it. The McChrystal Team is prepared to offer recommendations on organizational structure once the Agency's vision and aligned strategies are established.

The McChrystal Team will work directly with Agency leadership to identify any organizational misalignment that emerges from the organization assessment and/or the strategic planning process. The McChrystal Team will utilize our proven aligned strategy framework to support those discussions, along with benchmarks from the broader Health and Human Services environment, as provided by our Subject Matter Experts.

"Critical Success Factors" that Enable Successful Implementation of the Strategic Plan

Many factors will influence the success of this effort. However, in the McChrystal Team's experience, the three critical success factors that will enable successful implementation of the strategic plan are identified on the following page.

1. Leadership alignment on and commitment to the strategic plan.
2. The establishment of measurable objectives, including the strategies and initiatives to achieve those objectives.
3. A rigorous and durable quarterly review process that supports a disciplined review of the operating environment and progress to the plan.

The McChrystal Team's approach (see previous sections for details) directly addresses the three critical success factors by:

1. Utilizing our proven strategy alignment framework to build the strategic plan through an iterative approach in collaboration with DHHR leadership.
2. Facilitating interactive sessions with leaders from DHHR and its Bureaus and Offices to establish the core objectives for the Agency along with the specific measures by which success will be determined.
3. Providing a McChrystal Team playbook customized for DHHR that establishes clear governance and provides step by step instructions for establishing and conducting a quarterly operational review process.

"Analysis of Health and Human Services Federal and State Funding Sources" to Inform DHHR Leaders' Decisions around the Strategic Plan

Drawing from McChrystal Group's ongoing partnership with the Virginia Department of Health (see Section 4.1.1) and HSRI's extensive state health agency experience, the McChrystal Team is able to understand the complexity involved in state agencies' funding sources. DHHR's numerous programs spread across multiple Bureaus further complicates DHHR's ability to manage its appropriations of State general revenue, multiple Federal block and categorical grants, and special revenue funds in a manner that enables the Agency to effectively meet the needs of West Virginians. Incorporating an understanding of this complicated funding structure into any conversations around DHHR's strategic plan will be necessary to provide the senior leaders a level of confidence that the strategic plan will be feasible.

To inform this component of strategic plan discussions, our Subject Matter Experts will use their decades of experience in Human Services fields to conduct an environmental analysis for each relevant Bureau. To complete these analyses, the Subject Matter Experts will review relevant literature and best practices for current and historical context, including information on available Federal grant programs, as well as the DHHR budget and policies. Our team will also include DHHR's financial leaders in the interviews referenced in Section 2.1, so we understand the breadth and depth of funding sources already utilized by DHHR. Upon consolidation of these inputs, our Subject Matter Experts will provide insights and recommendations based on their experience in the field.

Strategic Planning Deliverables:

- **DHHR Strategic Plan** with analysis of senior leaders' level of alignment around the documented mission, vision, values, and culture, as well as overall objectives, priorities, and milestones
- **Quarterly Review Playbook** outlining the process by which DHHR leaders can conduct a quarterly review of the strategic plan to review progress, gain alignment on competing priorities, and make resourcing decisions if necessary.

3 RFP SECTION 4.2.1.3: EFFICIENT AND ITERATIVE DELIVERY OF SERVICES

"The Vendor should propose a schedule that achieves completion of all activities associated with strategic assessment and management consulting services, including the final organizational assessment and strategic plan, no later than 120 calendar days from contract award. Vendor should assume that schedule status updates are provided at least monthly and that all versions (approved, draft, etc.) of vendor work products, analyses, and report materials are made available upon request."

3.1 Integrated Program Schedule

The McChrystal Team will be prepared to share status reports monthly, or more frequently as required and will make all versions (approved, draft, etc.) of work products analyses and report materials available upon request.

The McChrystal Team's approach to concurrently executing the organization assessment and developing the strategic plan has three major benefits:

- 1) Allows DHHR to test understanding, interpretation, and assumptions along the way, reducing the risk that key facts, information and insights are missed.
- 2) Intelligence required for effective strategic planning accumulates faster and is integrated faster into the strategic plan development.
- 3) Efficiencies are gained in execution, leading to a more mature organization assessment and strategic plan at the end of the engagement.

The McChrystal Team will ensure that these benefits are realized by organizing teams to work across workstreams according to a method that specifies lead and supporting roles and will assign associated responsibilities for each phase of the framework. This approach promotes clear accountability for knowledge sharing and delivery across the program.

The following timeline illustrates how the McChrystal Team's approach to developing and recommending a strategic plan for DHHR will be tightly integrated with the approach to the organizational assessment and informed by its findings.

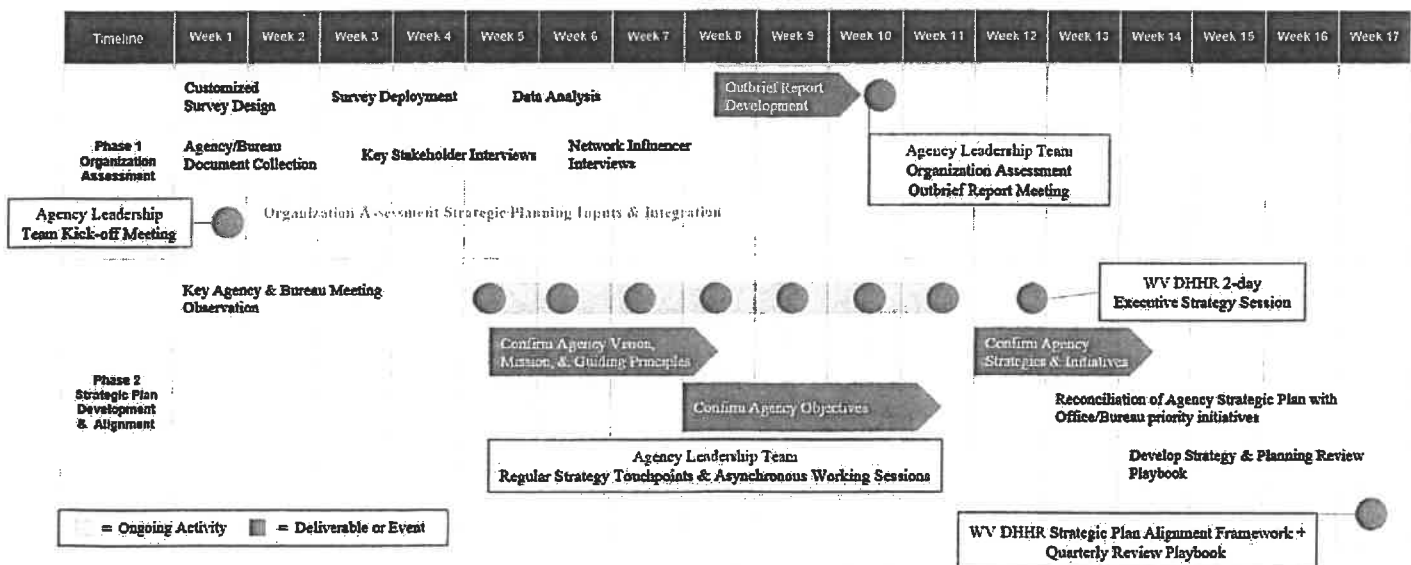


Figure 6: Integrated Program Schedule

3.2 Operating Assumptions

- **Sample population identified:** Through tables of organization, role analysis and other factors, DHHR will provide the McChrystal Team with the target population that will participate in the organization assessment and will notify the identified individuals that they will be participating.
- **Timely Access to Documents:** McChrystal advisors and subject matter experts will work with Agency, Bureau, and Office leaders, acting as DHHR Sponsors¹ and PoCs², to consolidate relevant strategy and financial documents – with the expectation leaders are responsive within two weeks of our request and materials are delivered prior to critical focus groups, key stakeholder interviews, and strategy working sessions.
- **Leaders' availability:** Availability of Agency, Bureau, and Office leaders', for active participation in interviews, workshops, and other engagements
- **Leadership Meeting Observations:** Approval for McChrystal Team members to attend and observe existing leadership meetings at the Agency, Bureau, and/or Office level, as needed, is required.
- **Information Technology:** Within one week of contract commencement, the McChrystal Team administering the organization assessment will need to be assigned internal West Virginia DHHR email accounts with corresponding network and physical access credentials as well as white-listing of email address for assessment survey distribution. While this access is granted, we will ensure compliance with all applicable privacy and security protocols in accordance with RFP Section 4.2.2.2 and as stated in Section 4.2 of this proposal.
- **DHHR leaders' alignment** – At the completion of the 2-day Executive Strategy Session, DHHR leaders' level of alignment on DHHR's future will inform the McChrystal Team's approach to the remaining six (6) weeks of the partnership.

3.3 Program Governance and Structure

The McChrystal Team's integrated plan will be supported by a deliberate program structure that promotes collaboration with Agency leadership, knowledge sharing across the program, engagement of subject matter experts at critical points, as well as efficiency and cost effectiveness of delivery.

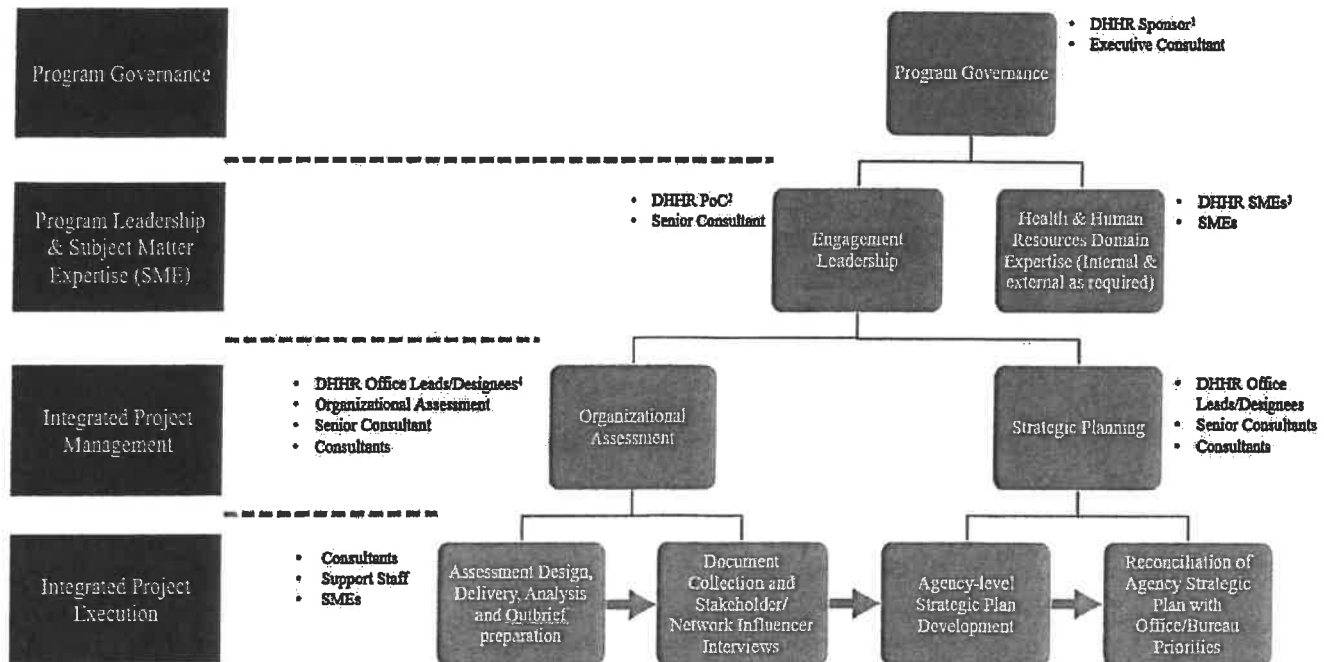


Figure 7: Engagement Team Structure and Work Breakdown

To be successful, the McChrystal Team's integrated plan and program structure relies on active partnership, engagement, and collaboration between the McChrystal Team and DHHR leadership at multiple levels. Regardless of the experience, techniques, and methodology that McChrystal Team will bring to this effort, ultimate success will depend on DHHR's willingness to learn, adapt and ultimately take ownership of the change in process and behavior it will introduce. Figure 7 above visualizes our recommended program governance and structure to create the right relationships and collaborative partnerships that will be required to introduce durable improvements in a program of this scope, scale and complexity.

¹ **DHHR Sponsor:** serves as the primary interface for the McChrystal Group Executive Consultant and as the voice of the Agency on matters related to the Agency and the engagement.

² **DHHR designated point of contact (PoC):** serves as the primary interlocutor with the McChrystal Group Senior Consultant and is responsible for creating the conditions for DHHR success by aligning and managing internal stakeholders, providing navigation and cultural guidance to the McChrystal Group Executive Consultant and other team members. Serves as a conduit to Senior-most leaders in the Agency for escalations when necessary.

³ **Internal DHHR Subject Matter Experts:** To interface with McChrystal Group Subject Matter Experts, as identified in RFP Section 4.3.1 and Section 4 of this proposal, in specific project matters impacting a technical domain at the Agency or its associated Offices and Bureaus.

⁴ **DHHR Office Leads or Designates:** Provides representation for respective DHHR Bureau or Office in matters related to the Organizational Assessment and Strategic Planning activities that pertain to Bureau or Office. Provides insight and navigation related to area of jurisdiction, actively participates in Organizational Assessment and Strategic Planning activities, and serves as an advocate for the Program at the Bureau or Office level.

4 RFP SECTION 4.2.2: MANDATORY PROJECT REQUIREMENTS

"The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification. The mandatory project requirements are listed below."

4.1 RFP Section 4.2.2.1: In-Person and Remote Services Capability

"Vendor must have the capability to provide services in-person and remote (via video conference and teleconference) as mutually agreed upon by the Agency and the Vendor."

The McChrystal Team has the proven capability to provide services in-person and remote (via video conference and teleconference) as required and as agreed on by the Agency and the Vendor. The McChrystal Team prefers working on-site with clients to provide a more hands-on experience, and we have extensive experience delivering services remotely and in a hybrid environment by leveraging a broad range of video and teleconferencing capabilities available on the market, including Microsoft Teams, Zoom and the Google suite, and are able to adapt our audio-visual tools to the specific needs and requirements of the Agency.

The McChrystal Team is adept at transitioning from in-person to remote events on very short notice and is able to skillfully drive engagement and derive significant value from both in-person and remote events and interactions. Due to the rapidly changing demands of the COVID-19 environment, some of the partners with whom the McChrystal Team have effectively operated in fully remote or hybrid environments include the United States Secret Service, the State of Connecticut COVID-19 economic and social recovery effort, and the West Virginia Higher Education Policy Commission (HEPC).

4.2 RFP Section 4.2.2.2: Security and Privacy Policy Compliance

"Vendor must comply with all current and future security and privacy policies and procedures of the Department and the West Virginia Office of Technology (WVOT)"

The McChrystal Team will comply with all current and future security and privacy policies and procedures of the Department and the West Virginia Office of Technology (WVOT) and confirms that it meets or exceeds all cybersecurity and privacy policy requirements. McChrystal Group will ensure all required language is provided within the applicable agreements to any subcontractors or consultants used on this effort.

Per the RFP, the policies references above can be found at the links below:

<http://www.wvdhhr.org/mis/policies.asp>

<https://technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx>

5 RFP SECTION 4.3.1: QUALIFICATIONS AND EXPERIENCE INFORMATION

5.1 RFP Section 4.3.1.1: Vendor Qualifications

5.1.1 RFP Section 4.3.1.1.1: Strategic Assessment, Management Consulting and Reorganization Vendor Qualifications

"Vendor should have a minimum of seven (7) years' experience providing strategic assessment, management consulting services, and/or reorganization services concerning entities conducting public health and/or health care functions."

The following section describes McChrystal Group's experience in providing strategic assessment, management consulting services, and /or reorganization services concerning entities conducting public health and/or healthcare functions.

In the 11 years since McChrystal Group's founding, we have identified the precise behaviors and processes that generate highly effective teams. McChrystal Group's proprietary diagnostic capabilities deliver a comprehensive portrait of how information sharing, and collaboration occurs within an organization. Each discipline featured in our Assessment process reveals distinct and actionable insights about an organization. Having conducted over 100 organization assessments in partnership with our clients, the Network Analysis has been optimized to help our partners solve for information bottlenecks and silos, the Performance Analysis is honed to identify and address strategically misaligned teams and highlight challenges in communication and prioritization. Our unique combination of business, government, and military leaders, academic researchers, and data scientists are adept in the consolidation and distillation of nuanced leadership challenges and complex management issues that comprise the Qualitative Analysis, contextualizing the specific emotions, perceptions, and cultural factors that can inform an organization's performance. In undergoing an Assessment, our partners have access to comprehensive, multidimensional data that it can use to proactively solve opportunities among its teams.

In addition to health care systems and State and local departments of public health, McChrystal Group has conducted organization assessments, management consulting services, and reorganizational advisory services with 15 of the 45 healthcare, life science, biotech, and pharmaceutical Fortune 500 companies.

McChrystal Group's public health and health care function partners (does not include life science, biotech, or pharmaceutical companies) are outlined in the following client experience chart:

RELEVANT CLIENT EXPERIENCE 2013 - 2022		Strategic Assessment	Management Consulting	Reorganization
Client	Period of Performance			
Maxim Health Care	2013	◆	◆	
MaineHealth	2014	◆	◆	
Children's Hospital Association	2015		◆	
DaVita	2015	◆	◆	
EviCore Healthcare	2015		◆	
Gates Foundation	2015		◆	
Rally Health	2015	◆	◆	
Medstar Health	2015-2018	◆	◆	
National Health Service (UK)	2016	◆	◆	
Sentara Healthcare	2016	◆	◆	
MD Anderson	2016	◆	◆	
Vibra Healthcare	2016	◆	◆	
Novant Health	2016	◆	◆	
American Cancer Society	2016	◆	◆	
City of Boston Public Health Commission (<i>COVID-19 Task Force</i>)	2016	◆	◆	
CareCentrix	2016, 2018	◆	◆	
Ascension Healthcare	2017, 2019	◆	◆	
University of North Texas Health System	2017, 2022	◆	◆	
Cleveland Clinic	2018-2019	◆	◆	
Optum Healthcare Operations	2018-2019	◆	◆	◆
Optum Healthcare Global Operations	2018-2019	◆	◆	◆
Optum Healthcare Ireland	2018-2019	◆	◆	◆
OptumRx	2018, 2019	◆	◆	
Missouri Health System (<i>COVID-19 Response</i>)	2020-2021	◆	◆	
Nebraska Department of Health (<i>COVID-19 Response</i>)	2020-2021	◆	◆	
Virginia Department of Health	2020-Present	◆	◆	
Texas Children's Hospital	2021-2022	◆	◆	
Rockefeller Foundation - State and Territory Alliance for Testing	2021-2022	◆	◆	
Brown University School of Public Health - State & Territory Alliance for Testing	2022	◆	◆	
Intermountain Health	2022	◆	◆	

5.1.2 RFP Section 4.3.1.1.2: Strategic Planning Vendor Qualifications

"Vendor should have a minimum of five (5) years' experience developing and implementing strategic plans for federal or state health and/or human services entities with 2,000 or more employees. OR a minimum of seven (7) years' experience developing and implementing strategic plans for federal or state agencies with 2,000 or more employees."

The following describes McChrystal Group's experience in developing and implementing strategic plans for Federal or State health or human services entities with 2,000 or more employees.

As a thought partner for DHHR, McChrystal Group provides the planning expertise of eight retired US Army Officers, fifteen Special Operation veterans, and more than 20 teammates with on-the-ground COVID-19 emergency management experience. Aware of the distorting effects of institutional bias, we complement our military experience with Fortune 500 executives, top of their field academic experts, and former U.S. Government directors.

With experience facilitating in-person, hybrid, and virtual planning support, McChrystal Group's strategy alignment process has been successfully implemented in Fortune 500 companies across nearly every industry as well as hundreds of other private sector partners and over two-dozen Federal, State, and local governments and agencies. McChrystal Group's strategic alignment has enabled large enterprises to execute faster, adapt to changing dynamics in their markets and operating environments, and ultimately be more resilient organizations. McChrystal Group's extensive work within both the private and non-profit healthcare space as well as within public health, particularly in response to the COVID-19 pandemic and recovery efforts, has not only improved the health outcomes of our partners' members and constituents across the country and globally but also helped support McChrystal Group in its greater mission to continue supporting our nation in times of need.

Over the past eight years, McChrystal Group's strategic planning Federal and State health and/or human services entity partners with 2,000 or more employees include:

Partner	Number of Employees	Performance Period
DaVita Healthcare	60,400	2015
Sentara	30,000	2016
MD Anderson	22,000	2017
National Health Service (UK)	1,327,890	2017
Optum Healthcare Operations	Approx. 60,000	2018-2019
Optum Healthcare Global Operations	Approx. 35,000	2018-2019
OptumRX	5,080	2018-2019
City of Boston	18,000	2020
State of Missouri	35,500	2020-2021
Nebraska Department of Health	4,650	2020-2021
Virginia Department of Health	Approx. 6,000	2020-2022
FEMA	20,000	2021-2022
Texas Children's Hospital	10,200	2022

5.1.3 RFP Section 4.3.1.1.3: Similar Projects and References

"Vendor should have completed a minimum of two (2) projects of similar scope and size to this solicitation within the last five (5) years. Vendor should provide as part of their proposal a summary of the projects completed and a customer reference point of contact including Name, Title, Email, and Telephone Number."

Project Reference 1: McChrystal Group

Client:	Virginia Department of Health (VDH)
Project:	Transforming the Virginia Department of Health (VDH)
Period of Performance:	7/1/20 – 9/30/22
Point of Contact:	Name: Jeff Stover Title: Chief of Staff to the Commissioner of Health Email: jeff.stover@vdh.virginia.gov Phone: 804-864-7016
<p>Scope: The Virginia Department of Health (VDH) – with more than 6,000 employees and contractors dispersed across 35 local health districts and the Central Office – engaged McChrystal Group in July 2020 to streamline communications, enhance collaboration, and enable faster decision-making amid the rapidly changing environment of the COVID-19 pandemic.</p> <p>McChrystal Group started its partnership with VDH by conducting an organizational assessment to assess the root causes of VDH's operational challenges. McChrystal Group then led strategy alignment workshops to help the Commissioner's Leadership Team (CLT) redefine the agency's Strategic Plan, so they could account for the time-consuming responsibilities of the pandemic response and provide clear measurable goals, objectives, and priorities to leaders throughout the Agency. Throughout this two (2) year partnership McChrystal Group also established intra-agency information sharing forums, supported VDH's inter-agency pandemic response communication and collaboration, provided leader development trainings, and consistently advised members of the CLT.</p> <p>Solutions: Organization Assessment – McChrystal Group surveyed VDH's 842 supervisors – receiving 730 responses (87% completion rate) – and interviewed all members of the CLT to learn the complexities of the Agency and gain insights about operational challenges it faced daily. A final report was briefed to the CLT and then to all Office and District Directors to provide awareness, allow them to ask questions, and gain their support for recommended next steps. The results of this assessment enabled VDH leaders to quantify the challenges they experienced and better understand the root causes, so they could make informed decisions about how the Agency could move forward more effectively.</p> <p>Strategic Planning – Although VDH had an existing Strategic Plan, the goals and objectives were too broad and did not help leaders to make informed decisions in line with the Agency's goals. Since large gatherings were still not permitted in Fall 2020 and eight-hour virtual leadership retreats were not likely to be effective, McChrystal Group facilitated two-hour virtual working sessions with the entire CLT every week for eight (8) weeks. During these virtual working sessions, McChrystal Group facilitated the CLT conversations – asking challenging questions and encouraging discussion and debate – until they first aligned on the goals and then the corresponding objectives for the entire agency. Once those levels of the strategy were defined, two weeks of focus groups were held with Office and District Directors to gain feedback, and subsequent changes were made with the CLT's approval, so the Directors knew their feedback was valued. Finally, McChrystal Group met with relevant Directors to identify measurable initiatives that would either provide the CLT members with confidence that progress was being made or enable them to make informed decisions about necessary changes. Once the strategy was finalized and</p>	

communicated throughout the Agency, McChrystal Group worked with the CLT to define, implement, and refine a quarterly review process.

Additional solutions provided – For the various intra-agency and inter-agency information sharing forums to improve communication and collaboration, McChrystal Group assessed the pace of change in the pandemic environment to determine how rapidly information needed to be shared, then designed and implemented an operating cadence to meet that pace of change. To enable these forums to serve as effective information sharing methods and not simply “another meeting” the team coached leaders on the behaviors they needed to demonstrate, implemented action trackers so conversations resulted in action, and facilitated connections being made during and after the forums. The team also developed and delivered both virtual and in-person training programs to senior leaders, as well as mid-level leaders throughout these two (2) years.

Impact:

While McChrystal Group’s initial efforts focused on supporting VDH through the pandemic, the team is continuing to work with VDH to enable its leaders to sustain the processes and behaviors developed throughout the pandemic. **This helps VDH protect and promote the health and well-being of Virginians as a more integrated and resilient Team of Teams ® that can respond and adapt more quickly to future challenges.** Specific outcomes targeted and either achieved or currently in progress include:

- Strengthened trust and connectivity within teams, between teams, and with strategic partners to improve organizational performance.
- Enhanced inter-agency and intra-agency collaboration to help implement Public Health 3.0;
- Advanced leadership behaviors for all key leaders; and
- Reinforced culture of accountability.

Project and Reference 2: McChrystal Group

Client:	State of Missouri
Project:	COVID-19 Fusion Cell Project Management Consulting Services
Period of Performance:	6/1/2020 – 3/31/2021
Point of Contact:	Name: Todd Richardson Title: Director of MO HealthNet, Missouri's Medicaid program; Former Speaker of the Missouri House of Representatives Email: Todd.Richardson@dss.mo.gov Phone 573-751-6922

Scope:

The State of Missouri, with more than 35,500 employees and contractors statewide, engaged McChrystal Group in June of 2020 to conduct a strategic assessment of the State's inter-agency capability to respond to the Covid-19 pandemic. The goal of this effort was to create an agile, targeted and data-driven response to the pandemic. During the 9-month engagement, McChrystal Group worked directly with members of the Governor's senior staff, executive officers of 16 state agencies, and key community partners to break down and overcome traditional hierarchies and departmental silos within state government that were impeding the speed and scale required.

Once the strategic plan was established, McChrystal Group coordinated the executive branch agencies to operate in a collaborative, cross-functional approach and provided project management support to state agencies to complement state capabilities and speed of execution to COVID-19 response activities.

Solutions:

Strategic Planning – Working collaboratively with the office of the Governor, the McChrystal Group developed a consolidated strategic plan that established core objectives, strategies, and cross-department initiatives to align the execution of time-sensitive initiatives across 16 discreet state agencies. The team facilitated conversations with executive leaders to help them align on the plan and confirm the measures of success were clearly defined.

Once the plan was developed, ratified by the Governor's office, and cascaded to the initiative level, McChrystal Group provided project management support to Missouri Department of Health & Human Services (DHHS), the State Department of Emergency Management (SEMA), and all other state agencies on fifteen different cross-departmental lines of effort. With McChrystal Group's support, Missouri

Impact:

McChrystal's support to the State of Missouri's development and execution of an inter-agency strategic plan for the COVID-19 pandemic response led to the achievement of the following outcomes:

- Created a PPE marketplace and purchase of a PPE reserve, which enabled private sellers of PPE to contract with public and private buyers.
- Increased the daily COVID-19 PCR testing by 960% during the first three months of the pandemic.
- Developed a contact tracing program, supported by transformative technology which increased the number of state contact tracers by 10x in 8 weeks.
- Developed a COVID-19 vaccine tiered prioritization and deployment plan to distribute approximately 13 million doses of vaccine the State's citizens. The State's vaccine prioritization and distribution plan was highlighted as a model for other states by the White House Coronavirus Task Force.

Project and Reference 3: McChrystal Group

Client	Rockefeller Foundation / Atul Gawande; Brown School of Public Health / Ashish Jha
Project:	Co-Leadership for the State & Territory Alliance for Testing (STAT Network)
Period of Performance:	3/1/21 – 4/15/22
Point of Contact:	Name: Dr. Clay Marsh Title: Vice President & Executive Dean for Health Sciences, Chief Health Officer, West Virginia University; Board Member, WVU Medicine; State COVID-19 Czar, West Virginia Email: cbmarsh@hsc.wvu.edu Phone: 304-293-4511

Scope:

McChrystal Group partnered with the Rockefeller Foundation and Dr. Atul Gawande to design, implement, and grow a collaborative network of over 400 state public health leaders representing nearly 45 states and territories. Responsible for testing, vaccination, and the reopening of K-12 schools, these leaders used the rapid transfer of knowledge and expertise across both state and federal bureaucracy to accelerate innovation within public health and exponentially improve health outcomes across the United States. Subsequently, beginning in January 2022, Dr. Ashish Jha and his team at the Brown University School of Public Health assumed ownership for the Network, with McChrystal Group leading the transition team.

Solutions:

McChrystal Group supported the STAT Network in the implementation of the following solutions:

- **Created an environment of shared ownership between otherwise disparate and independent state public health teams:** The McChrystal team supported the formation of a strategic Advisory Council comprised of eight state public health secretaries, advising the body on defining a shared vision of success for the STAT Network, as well as establishing common objectives and principles to which the STAT team was to hold the Network accountable for attaining. This team was responsible for developing and constantly nurturing an environment of trust, free from partisan influences, and conducive to cross-functional collaboration and learning between all states and federal partners. By identifying areas of common interest between diverse state stakeholders, the Network ensured the challenges addressed remained relevant to state members while maximizing the Network's impact.
- **Introduced new intelligence into the Network and distributed cross-functional information flow throughout the Network by establishing a consistent cadence including facilitated forums:** Adapting to the intensity of the pandemic, three communities of leaders held weekly or bi-weekly forums, according to the current demands of the environment to coordinate policy actions, share operational challenges, and innovative solutions. The three communities, focused across testing, vaccination, and K-12 reopening, were comprised of leaders from state and federal government as well as the private sector and academia.
- **Drove action and developed durable relationships between state and federal leaders and subject matter experts by embedding a dedicated team:** McChrystal Group practitioners, in collaboration with Rockefeller Foundation experts, served as objective brokers of critical information and relationships within the Network. These practitioners were positioned with cross-network perspective to facilitate connections while removing the burden of outreach and coordination from state leaders responsible for the execution of their state priorities. The joint McChrystal Group & Rockefeller team ensured the Network remained impact-oriented, empowering operational state leaders and the Network to maintain a bias for action rather than purely an information-sharing webinar series.
- **Adapted Network to confront emerging public health priorities by implementing a regular cadence of strategic review to recalibrate the Network's objectives and charters**

- McChrystal Group provided operational expertise to support the Rockefeller Foundation in implementing a quarterly strategy and planning review for the eight-member Advisory Council of state health secretaries.
- The quarterly advisory council critically reviews the impact of the Network over the preceding three months while assessing the role of the Network moving forward within the context of broader public health trends and developments. McChrystal Group & Rockefeller leaders, forming the core STAT Network team, distilled these reviews into specific revisions to the STAT charter as well as concrete initiatives to be executed over the coming quarter. The regular cadence of review enabled state secretaries to directly influence the direction and focus of the Network and ensure the joint venture continues to deliver the impact demanded of it.
- As states cope with the evolution of the COVID-19 pandemic into a new transitory phase and ultimately endemic, this process remains more essential than ever in maintaining STAT's relevance. While helping their teams respond, adapt, and prepare for the next crisis, the Network can evolve to meet the challenge of new priorities such as public health and healthcare integration, the future of our healthcare workforce, advanced informatics, substance abuse, and mental health.

Project and Reference 4: HSRI

Client:	New Hampshire Department of Health and Human Services
Project:	HSRI's Evaluation of the Capacity of the New Hampshire Behavioral Health System
Period of Performance:	2017 - 2021
Point of Contact:	Name: Julianne Carbin Title: Director, Bureau of Mental Health Email: Julianne.Carbin@dhhs.nh.gov Phone: 603-271-8378
<p>Scope: The New Hampshire Legislature called for a comprehensive system evaluation to identify statewide behavioral health system needs, gaps, and recommendations. Under contract with the Department of Health and Human Services, HSRI used a mixed methods approach that consisted of three main elements: reviewing existing documents and reports, conducting interviews with a range of key informants, and analyzing data provided by DHHS and other stakeholders.</p> <p>Solutions: Conducted Assessment by Combining Quantitative Data with Stakeholder Perspectives - Working within a two-month timeframe, HSRI conducted a mixed methods evaluation that included interviews with 55 stakeholders around the state. HSRI also examined more than 53 existing reports, documents, and datasets, and analyzed quantitative data on service capacity, utilization, and characteristics of people served through Community Mental Health Centers, acute care and specialty hospitals, the state's psychiatric hospital, peer support programs, supported housing programs, and Assertive Community Treatment programs.</p> <p>Enhanced the Assessment with System Mapping - HSRI produced health system maps to display services available to individuals with mental illness or substance use disorders in New Hampshire; where possible, HSRI organized these by Community Mental Health Center region so the state could compare this inventory of services and bed capacity to utilization patterns.</p> <p>Impact: HSRI found several gaps that contribute to bottlenecks at various places in the system, resulting in individuals experiencing "boarding," or waiting for days or weeks in an emergency department for a hospital bed or transfer to another inpatient facility. Based on utilization data and population size, HSRI concluded New Hampshire did not appear to be facing a significant shortage in the number of inpatient beds and made a series of short- and long-term recommendations focused on different points in the larger behavioral health system, including crisis prevention, ED diversion, and disposition.</p> <p>HSRI also made several broader system-wide recommendations focused on issues that were cross-cutting or impacting the behavioral health system at multiple points. After the study, the state decided to redirect funds that were previously set aside for designated receiving facility beds for involuntary admissions to housing services. The state also used HSRI recommendations as the foundation for its 10-Year Strategic Plan for Mental Health.</p>	

Project and Reference 5: HSRI

Client:	Department of Health and Human Services (HHS) Assistant Secretary for Planning and Evaluation (ASPE)
Project:	Substance Abuse Disorder Providers and Insurance Reimbursement (Improving Access to Substance Use Disorder Treatment in the US)
Period of Performance:	2017 - 2019
Point of Contact:	Contract #: HHSP233201600015 Name: Judith Dey and Kristina West Title: ASPE Project Officers Email: Judith.Dey@hhs.gov, Kristina.West@hhs.gov
<p>Scope: In support of the ASPE within the federal department of HHS, HSRI examined and documented state policies and strategies around substance use disorder treatment for all 50 states, including provider licensing and credentialing requirements, reimbursements for services, and the innovative methods states are using to expand their provider networks.</p> <p>Solutions: Among its many responsibilities, the ASPE coordinates HHS's evaluation, research, and demonstration activities and manages cross-Department planning activities, such as strategic planning. ASPE engaged HSRI for support with the evaluation and research that would uncover standout practices within the SUD programs and help ASPE identify strategies to expand access to providers and treatment.</p> <p>Assessment approach – In addition to examining existing literature, HSRI gathered data from all 50 states and D.C. regarding their licensing and credentialing requirements for providers and insurance reimbursement policies for Medicaid and Medicare, as well as commercial insurers' policies. HSRI also interviewed national experts in the field for additional insights on barriers to treatment access and innovative strategies to address them.</p> <p>Examining the system barriers – Upon collection of the data and completion of the interviews, HSRI examined the system barriers to pursuing and receiving treatment, which included certain social determinants of health, availability of financial support for services, complex eligibility and admission criteria, lack of available treatment providers, and other healthcare system limitations. HSRI's evaluation also identified six (6) key factors that act as barriers to entering the SUD counseling field. The team provided numerous recommendations to address identified barriers so ASPE could provide guidance and strategies for states to consider.</p> <p>Impact: HSRI's findings and recommendations provided HHS ASPE with insights and strategies regarding how to provide tailored technical assistance to help states expand provider networks and increase access to substance use disorder treatment. The report HSRI provided to HHS ASPE, as well as additional details on this effort, can be found here: https://aspe.hhs.gov/reports/credentialing-licensing-reimbursement-sud-workforce-review-policies-practices-across-nation</p>	

6 RFP SECTIONS 4.3.1.2 – 4.3.1.11: REPRESENTATIVE STAFF BIOS

The following bios are current McChrystal Group and HSRI staff that meet or exceed the requirements of each position as identified in the applicable RFP Sections. These individuals are representative of the caliber of compliant personnel available from the McChrystal Team and may be assigned to the contract once awarded. In addition to the representative staff identified in this proposal, both McChrystal Group and HSRI have a cadre of seasoned professionals on hand that meet the requirements and are able to fulfill the role of each position as needed.

6.1 RFP Section 4.3.1.2: Principal/Executive Consultants

Chris Fussell, Principal/Executive Consultant McChrystal Group

Christopher “Chris” Fussell has worked in executive management consulting since 2012 when he joined McChrystal Group as President. Previous relevant experience includes Executive Officer of Naval Special Warfare Development Group and as Aide de Camp for Commanding General McChrystal. Prior to these roles, Chris served as an Operations Officer in the US Navy for SEAL Teams TWO and EIGHT.

Chris has provided executive-level consulting services for numerous Fortune 500 and Public Sector leaders in organizational effectiveness through improved process, behavior, knowledge management and operational excellence, including the Rockefeller Foundation in organizing its multi-state effort to coordinate Covid response best practices, as well as directly with Public Health offices of State and City Agencies, including the State of Missouri, the State of Nebraska, and the City of Boston. In addition, Chris has provided executive consulting services related to organizational assessment and strategic planning to large pharmaceutical companies, insurers, and hospital systems.

As President of McChrystal Group, Chris has ultimate oversight for the quality of products and services McChrystal Group delivers, has the authority to commit McChrystal Group resources, and make binding decisions to ensure all goals and objectives are achieved under the contract within budget and on schedule. Chris will organize and direct the overall performance of the McChrystal Group staff.

As the Executive Consultant on this effort, Chris will serve as the most senior-level counterpart to the Department of Health and Human Resources. Chris will oversee the timely performance and completion of all contract goals and objectives, including the Organization Assessment (RFP 4.2.1.1) and the creation of the Agency Strategic Plan (RFP 4.2.1.2), and will advise both workstreams based on his firsthand experience and subject matter expertise in organizational assessment and strategic planning.

Education:

- M.A. in National Security and Strategic War Studies
- B.A. in Philosophy

Certifications/Memberships:

- Senior Fellow, National Security at New America
- Member of the Board of Trustees, Naval Postgraduate School Foundation
- Lifetime Member, Council on Foreign Relations
- Senior Fellow, Yale University, Jackson Institute
- Recipient, Pat Tillman Award for highest peer-rated Special Operations officer

Publications:

- *Team of Teams: New Rules of Engagement in a Complex World*; Portfolio Penguin Group, 2015
- *One Mission: How Leaders Build a Team of Teams*; Portfolio Penguin Group, 2017

**Meghan Bourne, Principal/Executive Consultant
McChrystal Group**

Meghan Bourne has been in the management consulting field since 2006, providing professional services such as organization assessments and strategic planning to Federal and State agencies, including public health and other public sector clients. At McChrystal Group, Meghan serves as a Partner in the Implementation practice. Most recently, Meghan was the lead partner for a strategic planning project at the Virginia Department of Public Health. Other past relevant experience includes serving as Senior Manager at Deloitte Federal, and Management and Program Analyst for the Federal Department of Transportation's Office of Inspector General.

Meghan has worked with the Virginia Department of Public Health providing strategic consulting and advisory services to the Commissioner and his leadership team related to strategic planning and operational execution. Prior to joining McChrystal Group in 2019, Meghan served as a Senior Manager in Deloitte Consulting's Federal Practice where she supported a range of clients in the Department of Defense on major strategic, operational, and human resource related programs. During her tenure at Deloitte, Meghan assessed the operating effectiveness of internal controls within the National Institutes of Health and helped evolve the assessment process from required annual reviews to a risk-based compliance approach using advanced data and analytics.

As the Operating Partner on McChrystal Group engagements, Meghan provides program leadership and relationship management with senior stakeholders and project sponsors. She oversees day-to-day operations of engagements and integrated programs. She works closely with senior client leadership on defining vision, mission, values, objectives, strategies, and priority initiatives for clients, and manages engagements including scope, planning, economics, and any required adjustments across the programs. This includes management of operational relationships, program dependencies, risks, and issues.

With eighteen years of staff management experience in a professional services context, Meghan will be responsible for directing the staff assigned to the engagement and ensuring quality and timely completion of program goals and objectives. Meghan, in her capacity as Operating Partner at McChrystal Group, is authorized to make binding decisions on behalf of the company.

As the Executive Consultant, Meghan will support the Organization Assessment (RFP 4.2.1.1) and the development of the Agency Strategic Plan (RFP 4.2.1.2) through the course of the engagement by working with the client PoC and the McChrystal Group team to create, oversee and execute the Agency goals and objectives. Meghan will be responsible for managing program risks, issues and dependencies across the lifecycle of the engagement.

Education:

- M.A. in Organizational Dynamics
- B.A. in Finance

6.2 RFP Section 4.3.1.3: Senior Consultant(s)

Walker Carter, Senior Consultant McChrystal Group

Walker Carter has been working in the fields of management and professional services consulting since 1997. Walker has served as a Principal at McChrystal Group in its Implementation practice since 2021. Past relevant experience includes Global Shared Services Program Manager and Business Relationship Manager at Hogan Lovells LLP, Director at PricewaterhouseCoopers (PwC), and Consultant Analyst at PA Consulting Group in the pharmaceutical industry practice.

Walker most recently served as the engagement lead for the West Virginia Higher Education Policy Commission's effort to build an integrated strategic plan and to introduce associated operational improvements. Primary activities included managing day-to-day operations of the program and working with the Chancellor for Higher Education and her Cabinet to establish a common vision, mission, set of values, objectives, strategies, and priority initiatives in support of the State of West Virginia's system of higher education. In the course of this work, Walker convened and led focus groups with Agency leadership and staff, as well as with key stakeholders in the State's institutions of higher education and within both the executive and legislative branches of State government.

Prior to his work with the Chancellor of Higher Education, Walker served as the principal on an engagement with a global cybersecurity firm to help its divisions collaborate more effectively in support of a shared mission. Prior to joining McChrystal Group, Walker managed a team responsible for building a shared service capability globally for one of the largest international law firms, Hogan Lovells. Prior to joining Hogan Lovells, Walker led business and technology strategy for the Global Advisory practice of PricewaterhouseCoopers LLP, working closely with Chief Operating Officers and other senior executive leaders in the US and globally, to deliver transformational change across the organization.

Walker has more than 20 years' experience in the delivery of strategic planning and transformational projects, where he has consistently served as the primary interface with executive level stakeholders in the delivery of professional services and is adept at supporting clients in the development of their organizational strategies. He has extensive experience working with senior private and public sector clients to assess their market, organization, and leadership. As a former Program Management Office leader for an enterprise with more than 50,000 employees, he has considerable experience planning, directing, controlling, scheduling, coordinating, and organizing the management of critical tasks, which he will apply to the development of DHHR's Strategic Plan.

In conjunction with the Executive Consultants, Walker will assist with overseeing the quality and timely completion of the Strategic Plan and will manage dependencies between Organization Assessment (RFP 4.2.1.1) and the Strategic Plan (RFP 4.2.1.2). Additionally, Walker has extensive experience planning, organizing, and executing strategic and tactical tasks in support of client goals and objectives and will organize, direct, and manage all support services to the Agency related to this engagement, including in the planning and preparation of events, deliverables, scheduling, and other support required.

Education:

- Master of International Public Policy (M.I.P.P) in Finance and Law
- M.B.A. in International Business
- B.A. in International Studies

Certifications:

- ITIL Foundations

6.3 RFP Section 4.3.1.4: Consultant(s)

Jay McElroy, Consultant McChrystal Group

Jay McElroy is a Principal at McChrystal Group, where he has been leading project management efforts within the strategic assessment and strategy implementation fields across several industries since 2016. Jay has worked with the Virginia Department of Health since February 2021, first supporting the VEST Unified Command and the Cabinet-level Policy Group. He is currently leading the Virginia Department of Health's in progress review (IPR) of COVID-19 response efforts and supporting the COVID Task Force.

Prior to joining the Virginia Department of Health, Jay served the State of Missouri from April 2020 – January 2021, embedding within the COVID-19 Command Structure and overseeing the Missouri State Testing program, coordinating public health and logistics experts to design and implement a holistic, State-wide testing strategy.

Previously, he managed strategy and leadership development lines of effort within a leading global investment bank and oversaw a communications process implementation effort within a national retailer. Jay will oversee the coordination and integration of the organization assessment and strategic planning lines of effort, playing a supporting role in the execution of both. Due to his extensive technical background in public health from both a strategic and tactical execution perspective, Jay is a uniquely qualified project manager, to serve as the connective tissue between project elements, ensuring all are implemented seamlessly, efficiently, and to maximum effect.

Jay will oversee staffing resource management, prudently allocating the time of both consultant and Subject Matter Experts to various tasks and efforts and ensuring all project requirements are executed on-time and on-budget.

Education:

- M.A. in International Relations

Ché Albowicz, Ph.D., Consultant
McChrystal Group

Dr. Ché Albowicz is a Principal consultant working on analytics projects within McChrystal Group's Team Science practice, drawing on nearly 10 years of consulting experience within organizational behavior and effectiveness analyses.

At McChrystal Group, Ché has led project teams across industries including biotech and health care, energy, higher education, government, and public health. In addition, Ché has supported McChrystal Group's research and development initiatives, focusing most recently on building and sustaining inclusive environments at work, and supporting leadership development.

Before joining McChrystal Group, Ché worked as a Research Analyst for a government contracting firm at the Defense Equal Opportunity Management Institute on Patrick Air Force Base in the Climate Enhancement Department. During her time there, she focused on survey development and design, assessment and analysis, and data management. Previously she worked as a consultant for the Center for Organizational Effectiveness, where she worked with organizations to identify their needs and deliver tailored interventions and solutions.

A leading voice in her field, Ché has published and presented research at professional conferences across several disciplines of organizational psychology, including workplace feedback, mindfulness, inclusion, and leadership.

Ché will be responsible for leading all analytics efforts within the Organizational Assessment, specifically providing quantitative expertise in McChrystal Group's proprietary Organizational Performance and Network Analyses and survey diagnostic tools.

Education:

- Ph.D. in Industrial/Organizational Psychology
- B.S. in Applied Psychology with a minor in Business Administration

6.4 RFP Section 4.3.1.5: Financial Subject Matter Expert

Shawn Murray, Financial SME
McChrystal Group

Shawn Murray is the Chief Financial Officer at McChrystal Group, where he leads financial operations of the company in addition to supporting McChrystal Group's client partners as a senior advisor.

Prior to joining McChrystal Group, Shawn served for 28 years in the public sector and 2 years in the private sector. Most recently, Shawn reentered the public sector serving as the Finance and Admin Section Chief for one of FEMA's National Incident Management and Assistance Teams where he deployed in support of Presidentially-declared priority missions and natural disasters, including the Center for Disease Control's Ebola Response Mission, the flooding disaster in Texas, and wildfires disaster in California.

Shawn spent almost two years with Alcoa, Inc as the Senior Manager of Financial and Strategic Analysis for the Global Rolled Products group business unit, leading several successful cost saving initiatives. Shawn retired from the US. Army in 2012 after serving as an Aviator and Financial Comptroller for 26 years. For the first 13 years of his Army career, Shawn served in a variety of aviation command and staff positions in four Army divisions, including the 82nd Airborne Division and 101st Airborne Division. He spent the final 13 years in the Army as a Comptroller where he served as the command comptroller, Director of Resources and Chief Financial Officer for several major commands, including the Joint Special Operations Command, the U.S. Army Special Operations Command and U.S. Forces – Afghanistan.

Education:

- M.A. in National Security and Strategic Studies
- M.A. in Business Administration
- B.S., U.S. Military Academy

6.5 RFP Section 4.3.1.6: Organizational Development/Business Transformation Subject

Matter Expert

**Ann Bailey, Organizational Development/Business Transformation SME
McChrystal Group**

Ann Bailey has been working in the healthcare professional services field since 1993. During her career, Ann has acquired substantial experience providing organizational development, restructuring and business transformation services to large healthcare organizations with more than 2,000 employees in the public and private sectors, including in agencies of public health. Ann has considerable experience conducting detailed analyses, then applying quantitative findings to drive major transformational change. She does so by applying effective program and project management skills to structure, plan, organize, execute, and control program and project tasks in the successful delivery of transformational outcomes, including those related to strategy, organizational structure, and operational execution.

Ann is a Senior Principal at McChrystal Group, where she is currently working with a leading Fortune 50 biopharmaceutical company on strategic leadership development efforts. Ann also leads the firm's healthcare community of interest and is the leader of the firm's healthcare center of excellence, where she recently led a McChrystal Group Leadership Forum that brought together senior executives and thought leaders in public health, healthcare, and social determinants of health.

Prior to joining McChrystal Group, Ann worked for 5.5 years at Press Ganey, where she was a Director, Strategic Consulting, working on healthcare transformational change programs before becoming Vice President, Client Success. Previously, she was the President/Owner of Advanced Health Solutions, an independent consultancy specializing in transformational program development for health care executives and teams to improve safety, quality, patient/consumer experience and reliability. Her prior experience also includes serving as Commissioner at the National Health Service of England, a Director at Vizient (formerly VHA) where she worked with community partnerships to improve health status, and a Consultant at Hamilton/KSA where she was a health care facilities planner.

At Press Ganey, Ann served as a lead consultant and team manager providing diagnostic assessments and a strategic framework for improvement and implementation support for multiple stakeholders on behalf of Clients with more than 10,000 employees. Ann also served as Director of Commissioning leading team to commission and performance manage services across the care continuum (primary and tertiary care, public health, sub-acute care, etc.) for 190,000 residents of a London borough, while serving as Commissioner.

Ann has extensive experience working with organizational stakeholders from the executive level to the front line to deliver high quality outcomes throughout the healthcare sector. Ann has led community partnerships and delivered community health assessments that are informed by social determinants of health to improve health outcomes for communities across the country. Network members of these community partnerships included health systems and their partners with over 10,000 employees each.

Ann will be responsible for management and delivery of project related activities in support of the organization assessment (RFP 4.2.1.1), including assessment design, configuration, deployment, analysis and Outbrief of organizational assessment findings. She will play a supporting role in stakeholder and network influencer interviews and strategy alignment process of the strategic plan (RFP 4.2.1.2) to ensure fidelity of strategy to organizational assessment findings.

Education:

- M.B.A. in Health Care Management
- B.A. in Economics

Certifications:

- Graduate Certificate in Dispute Resolution & Conflict Management

6.6 RFP Section 4.3.1.7: Child Welfare Subject Matter Expert

Linda Newton-Curtis, Ph.D., Child Welfare SME
HSRI

Dr. Linda Newton-Curtis has been involved in the evaluation of human services interventions for nearly 20 years with areas of focus that include child welfare, substance use and drug courts, and education. Since 2017, has served as the Director of the Child, Youth, and Family team at HSRI. Prior to that, Linda was a senior research associate at HSRI for 8 years. From 2007 to 2009 she was a research associate at Portland State University. From 2004 to 2007 she was a research associate at Oregon Health and Sciences University.

Linda is currently leading the fidelity evaluation of the Florida Department of Children and Family statewide assessment of nine evidence-based programs (EBP) designated in the State's Prevention Plan. Linda is also working with the North Carolina Department of Health and Human Services to identify and develop a program to meet local needs and federal Family First Prevention Services Act (FFPSA) requirements. Linda is involved in designing the study, conducting data collection, and data reporting.

For over ten years, Linda has worked with the Ohio Department of Job and Family Services. She works with state representatives to understand data elements within Statewide Automated Child Welfare Information System (SACWIS) and delivery of SACWIS files; coordinates with and oversees sub-contractors' work to produce analytic files; and collaborates with sub-contractors around methodological approaches. She is also responsible for propensity score modeling, intervention outcomes analyses, and contributing to report writing and dissemination activities.

As project director for the Family Reunification through Recovery Court (FRRC), funded by the Ohio Office of Juvenile Justice and Delinquency Prevention, Linda planned, directed, and oversaw all aspects of the study, leading the evaluation design, data collection, analyses, and dissemination activities. Linda provided oversight to study team staff working on the study and collaborated and coordinated with local stakeholders to ensure study goals were met within relevant timelines and to assure any challenges were addressed as they arose.

Linda worked with the Mississippi Department of Child Protection Services to conduct a feasibility study and needs assessment for the implementation of a Kinship Navigator program in the State. Linda was involved in designing the study, data collection, data analysis and drafting the final report. The final report provided actional steps and recommendations for the implementation of a Kinship Navigator program that could be evaluated under the requirements of the Title IV-E Prevention Services Clearinghouse, 2018-2023.

Linda has worked with over 10 government agencies and has been responsible for providing project oversight to ensure high quality deliverables are provided to the agencies on time. Linda will assist with a fact-based assessment strategy in support of the organization assessment (RFP 4.2.1.1), including reviewing existing literature and data and conducting key informant interviews. She will also provide recommendations for the strategic plan (RFP 4.2.1.2).

Education:

- Ph.D. in Systems Science/Psychology
- MS in Psychology

Certifications:

- Certificate of Education

Greg Forehand, Ph.D., Child Welfare SME HSRI

Dr. Greg Forehand has more than 20 years of experience working with public agency staff to design consumer-driven and evidence-based interventions and to evaluate their effectiveness using experimental and quasi-experimental designs and advanced statistical procedures. He has been a research associate for the child, youth and family team at HSRI since 2011. Prior to that, Greg was an Evaluation Advisor at Education Northwest in Portland, Oregon for four years. From 2005 to 2007 Greg was a Youth and Family Therapist at Youth Contact; and from 2001 to 2005 he was a research assistant at Regional Research Institute for Human Services.

Greg is currently working with the Colorado Department of Human Services providing technical assistance in the development, implementation, and evaluation of Colorado's Kinship Navigator Program under the Family First Prevention Services Act. Greg is responsible engaging with stakeholders to assist in the operationalization and development of a service manual for the program, which aims to join family search and engagement, facilitated family engagement meetings, and kinship supports in a unified statewide Kinship Navigator Program. He is also responsible for designing a web-based randomization and data capturing system and conducting a rigorous outcome study of the program for consideration as an evidence-based practice in the Title IV-E Prevention Services Clearinghouse.

In 2019, Greg worked with the Mississippi Department of Child Protection Services To conduct a national and Mississippi-specific situation analysis, a review of existing and previously implemented kinship programs in the nation, focus groups with Mississippi. Greg was responsible for directing and coordinating each of these tasks for the needs assessment and feasibility study.

From 2013 to 2018 Greg served as the Project Director for the Evaluation of Colorado's Title IV-E Waiver, funded by the Colorado Department of Human Services. Greg was responsible for directing all aspects of the five-year evaluation, including the process, outcome, and cost studies of the waiver interventions across 42 counties in the state. He was also specifically responsible for designing a relational database system for the evaluation using existing data extracted from Colorado's state automated children welfare information system.

Greg has served as Project Director on several projects. He currently directs the evaluation of Colorado's Kinship Navigator Program. He directed the Mississippi Kinship Navigator Needs Assessment and Feasibility Study; and in 2017 Greg was responsible for directing all aspects of the Long Beach Community College Foster Youth Program Development and Evaluation.

Responsibilities included forming and leading a stakeholder steering committee; collecting and analyzing administrative data; conducting focus groups and interviews with foster youth, college administrators, staff, and community service providers; developing a structured set of program recommendations; and specifying evaluation strategies.

Greg has worked with over five government agencies and has been responsible for providing project oversight to ensure high quality deliverables are provided to the agencies on time. For the Evaluation of Colorado's Title IV-E Waiver, Greg led the evaluation which provided recommendation for improvement in child and family outcomes through four primary interventions: kinship supports, family engagement, Permanency Roundtables, and trauma-informed screening, assessment, and treatment.

On this effort, Greg will assist with a fact-based assessment strategy in support of the organization assessment (RFP 4.2.1.1), including reviewing existing literature and data and conducting key informant interviews. He will also inform recommendations for the strategic plan (RFP 4.2.1.2).

Education:

- **Ph.D. in Social Work and Social Research**
- **M.S.W. in Social Work**
- **B.A. in Child Development and Psychology**

6.7 RFP Section 4.3.1.8: Substance Use Disorder (SUD) Subject Matter Expert

Nilufer Isvan, Ph.D., Substance Use Disorder SME HSRI

Dr. Nilufer Isvan has more than 20 years of research and evaluation experience in the behavioral health field assisting government agencies. Her areas of interest include substance misuse prevention interventions, complex care needs, social determinants of health, health disparities, community integration, and the integration of physical and mental health.

Since 2021, Nilufer has been the Chief Methodologist at HSRI while also serving as a senior research associate. Prior to that, Nilufer was the Director of the Behavioral Health team at HSRI, and prior to that was a Senior Research Fellow at HSRI from 2006 to 2017. From 2003 to 2005, Nilufer was a senior research scientist at the Survey Research Group.

For the past five years, Nilufer has been working with the New Hampshire Department of Health and Human Services to evaluate an initiative to develop and pilot a continuum of care model for adolescents and transitional aged youth with substance use disorders and co-occurring substance use and mental health disorders, integrating evidence-based screening, assessment, treatment, recovery, and peer support services.

Nilufer worked with the River Valley Rising Substance Use Coalition in Maine from 2019 to 2021 to assess the Coalition's progress toward meeting its goals and objectives over the course of a grant funded through the Office of National Drug Control Policy (ONDCP) and Substance Abuse and Mental Health Administration's (SAMHSA). The goals of the DFC program are to strengthen collaboration among community entities and reduce substance use among youth.

Nilufer also worked with the Pennsylvania Department of Human Services to provide technical assistance (TA) to direct and monitor effective housing strategies to support Pennsylvania's pilot projects under the SAMHSA State Opioid Response Grant. Nilufer was responsible for providing technical support to grantees in using a data portal; and with providing data analysis and reporting.

Nilufer worked with the Assistance Assistant Secretary for Planning and Evaluation (ASPE) to document state licensing and credentialing requirements for substance use disorder (SUD) treatment providers in each state and the District of Columbia. From 2007 to 2012 Nilufer was the data analysis team lead for the Data Analysis Coordination and Consolidation Center (DACCC) funded by SAMHSA-CSAP.

While working on the DACCC, Nilufer also interacted with SAMHSA-CSAP to obtain requirements for deliverables, conducted original research to inform the field, presented findings at national conferences, and offered trainings in data and evaluation methods to CSAP staff and grantees.

The work Nilufer conducted for ASPE included reviewing state reimbursement policies for SUD services for Medicaid, Medicare, and a sample of private insurers; and to conduct case studies of states that have implemented innovative strategies to incentivize SUD providers to join provider networks and accept insurance reimbursement.

Nilufer has directed several projects at HSRI. As the data analysis team lead for the DACCC, she led a team of 15 research analysts in consolidating data from multiple sources into reports that summarize the performance of CSAP programs and contracts. Nilufer has worked with over a dozen agencies and since 2015, has been working with CMS, drafting TA plans, cost estimates, and working with states regarding Self-Direction and Home and Community Based Services research. Since 2019, Nilufer has led three

projects with the Massachusetts Commission for the Blind overseeing the projects, including study designs, statistical analysis, deliverables, and overall quality assurance.

Nilufer will assist with a fact-based assessment strategy in support of the organization assessment (RFP 4.2.1.1) and will apply her qualitative and quantitative methodological skills and program evaluation experience to performance measure development, study design, and complex statistical analysis, and providing technical assistance in measure development, data collection, and program evaluation.

Education:

- Ph.D. in Sociology
- M.S. in Computer Science and System Analysis
- B.S. in Computer Science and Statistics

6.8 RFP Section 4.3.1.9: Public Health Subject Matter Expert

Norman Oliver, M.D., Public Health SME
McChrystal Group

Dr. Norman Oliver currently serves as Senior Advisor within McChrystal Group's Implementation practice. Prior to joining McChrystal Group as a Senior Advisor, Dr. Oliver's a 25-year career as a practicing physician in family medicine and as a leading authority within public health. Dr. Oliver was appointed Virginia State Health Commissioner by Governor Ralph Northam effective May 30, 2018.

Prior to this appointment, Dr. Oliver served as the Deputy Commissioner for Population Health for the Virginia Department of Health. Before accepting the Deputy Commissioner position, Dr. Oliver was the Walter M. Seward Professor and Chair of the Department of Family Medicine at the University of Virginia School of Medicine. As Chair, Dr. Oliver helped lead the transformation of the Department's clinic sites into patient-centered practices focused on population health. In his role as the Deputy Commissioner for Population Health, Dr. Oliver worked with the health department, state agencies, and healthcare systems across the state to improve the health and well-being of all citizens of the Commonwealth of Virginia. Dr. Oliver is a recognized leader in developing cross-agency and multi-sector approaches to implementing population health initiatives.

As the former Commissioner of Public Health, Dr. Oliver has nationally recognized experience in driving population health outcomes by addressing the health-related social needs of all members of the community, particularly the most vulnerable. Dr. Oliver has a long record of accomplishments in applied research related to health inequities, particularly those that affect racial and ethnic minorities. Most recently, his research interests have focused on improving the healthcare system's understanding of the role of discrimination and bias in perpetuating health inequities.

Throughout his career in practicing medicine and serving in major public health administrative roles at the state level, Dr. Oliver has demonstrated his consultative and technical expertise in public health matters, including his significant understanding of federal and state level funding sources, and how they can best be accessed and applied to achieve state-level public health outcomes. Dr. Oliver is also a nationally recognized thought leader on the future of Public Health, as described in the Public Health 3.0 vision that he developed in his capacity as Commissioner of Public Health for the Commonwealth of Virginia. This vision recognized the role of creating and deploying effective cross-functional teams to address the most pressing public health issues facing the country and all fifty states.

Dr. Oliver will serve as an integral part of the McChrystal Group team, serving as a resource to Department of Health and Human Resources leaders and teams during this engagement. Dr. Oliver will contribute to the McChrystal Group's fact-based organization assessment in support of the organization assessment (RFP 4.2.1.1), and the development of its strategic plan (RFP 4.2.1.2), by engaging with DHHR leadership, reviewing existing Agency documentation and literature, including strategic plans. Drawing on his extensive experience leading the strategic planning process in the Virginia Department of Health, Dr. Oliver will participate in conducting key informant interviews and provide recommendations for DHHR's strategic plan, providing critical executive public health perspective to this effort.

Education:

- M.A. in Medical Anthropology
- M.D. in Family Medicine

6.9 RFP Section 4.3.1.10: Mental/Behavioral Health Subject Matter Expert

David Hughes, Ph.D., Mental/Behavioral Health SME HSRI

With over 30 years of experience, Dr. David Hughes is a nationally recognized expert in behavioral health services research, evidence-based practices, quality measurement, and cost simulation models for health systems planning. Since 2017 David has been President of HSRI. From 2015 to 2017 he was the Executive Vice President of HSRI, and prior to that, from 2008 to 2015, he was a vice president at HSRI. David has been with HSRI since 1993 when he began as a research assistant. He has directed and served in senior roles on dozens of HHS-sponsored projects and has worked on more than 15 projects for SAMHSA, ACL, ACF, and ASPE. He received the SAMHSA Leadership Award for his work on the behavioral health managed care multi-site study.

David has directed and served in senior roles on dozens of projects, including several state and county mental health needs assessments. He has directed several SAMHSA multi-site studies, including the National Evaluation of SAMHSA's Homeless Programs and the CSAT Adolescent Substance Use Managed Care Study. He also co-directed the SAMHSA-funded Study of the Cost Efficiency of the Mental Health Block Grant Program. David also served as a senior research specialist for the SAMHSA-funded Evaluation of the Cooperative Agreements to Benefit Homeless Individuals (CABHI) States and Communities project. He currently directs HSRI's work on the HCBS Technical Assistance project for CMS and on the CMS Technical Assistance Program.

David is responsible for overseeing dozens of projects at HSRI. Since 2017 David had been the project director for the North Dakota Behavioral Health Needs Assessment and Strategic Planning. He is responsible for carrying out all aspects of the study, including recruiting key informants for interviews, conducting interviews, and analyzing interview and service utilization data; and authoring final reports. David has worked with dozens of local, state and national behavioral health agencies, including but not limited to the South Dakota Department of Social Services; the North Dakota Department of Human Services; the Pennsylvania Department of Human Services; the Minnesota Disabilities Services Division; the Louisiana Department of Health and Hospitals; the Administration for Community Living (ACL); the Substance Abuse and Mental Health Services Administration (SAMHSA); and the Centers for Medicare & Medicaid Services.

David is currently working with South Dakota to develop a complete picture of its entire behavioral health system to help guide improvement efforts. David provides guidance to the project team and is helping with the final report. Since 2019, David has been helping the Louisiana Department of Justice to develop a Population Health Strategic Plan aligned with the Louisiana Medicaid Managed Care Quality Strategy. David is helping with the needs assessment which will help form the plan.

In 2017 and 2018, David led an in-depth review of North Dakota's behavioral health system and produced recommendations and strategies for implementing changes to address the needs of the community. Beginning in 2018, he began working with the State's Behavioral Health Planning Council to facilitate an in-depth strategic planning process to implement the recommendations for behavioral health systems transformation. Populations of focus include individuals with mental health conditions, substance use disorders, and brain injury. David is responsible for carrying out all aspects of the study, including recruiting key informants for interviews, conducting interviews, and analyzing interview and service utilization data.

For several years, David led a project in Milwaukee County to address systemic issues with access to service delivery within the adult mental health system. Following our study and between the years 2010 and 2014, the Milwaukee County Behavioral Health Division experienced a 23% reduction in the utilization of psychiatric crisis services and a 30% decrease in admissions to its adult inpatient units. As a

result, and in line with our recommendations, the County reduced the number of inpatient beds in its mental health complex (including the closure of entire units) to shift resources to less restrictive settings and community-based services.

David will assist with a fact-based assessment strategy in support of the organization assessment (RFP 4.2.1.1), including reviewing existing literature and data and conducting key informant interviews. He will also provide recommendations for the strategic plan (RFP 4.2.1.2) and will lend his expertise in the behavioral health field. He will advise the project team on relevant national developments with his work on projects with SAMHSA, CMS and the National Association of County Behavioral Health and Developmental Disability Directors.

Education:

- Ph.D. in Social Policy
- M.A. in Social Policy
- M.A. in Applied Sociology
- B.A. Honors in Sociology
- B.A. in Psychology and Sociology

Bevin Croft, Ph.D., Mental/Behavioral Health SME HSRI

Dr. Bevin Croft has almost 20 years of experience in the behavioral health field, with expertise in person-centered practice, peer-delivered services, quality improvement, and workforce development. She is currently the director of the behavioral health team at HSRI. From 2014 to 2021 Bevin was a research associate with HSRI. From 2013 to 2014 she was a policy analyst, and she joined HSRI in 2009 as a research assist. Prior to working at HSRI, Bevin was a Quality Coordinator at Cascap, Inc. from 2007 to 2009.

Since 2019, Bevin has been the co-director of the National Center on Advancing Person-Centered Practices and Systems (NCAPPS), funded by ACL. This project provides actionable technical assistance to assist states, tribes, and territories in transforming their long-term service and support systems by implementing U.S. Department of Health and Human Services policy on person-centered thinking, planning, and practice. Bevin is responsible for managing and overseeing all personnel and project activities for the NCAPPS project.

Since 2017 Bevin has been working closely with the North Dakota Department of Human Services to facilitate an in-depth strategic planning process to implement the recommendations for behavioral health systems transformation. Responsibilities include recruiting key informants for interviews, conducting interviews, analyzing interview and service utilization data, and facilitating a multi-phase strategic planning process.

From 2017 to 2019, Bevin directed the Multnomah County Mental Health System Analysis and Strategic Plan. She was also responsible for assuring the quality of all tasks and managing project timelines, staffing, meeting agendas and minutes, and data deliverables in close collaboration with the project team. For five years, Bevin was the Principal Investigator on a Robert Wood Johnson Foundation Grant that evaluated mental health self-direction in six states, charting best practices and exploring its impacts at the individual and system level. She assumed the role of principal investigator in 2017 and was responsible for overseeing all project activities.

Bevin has worked with several local and state agencies, including but not limited to Walla Walla County, Pierce County, Multnomah County, the North Dakota Department of Human Services, and the Administration for Community Living (ACL). As part of her role within these agencies, Bevin regularly interacts with agency staff, whether it through project work, or presenting findings at legislative hearings and conferences.

Currently Bevin is directing a needs assessment/gap analysis of behavioral health services in Walla Walla County, Washington as a guide for strategic planning to achieve improved outcomes through a comprehensive, evidence-based continuum of care. Bevin is also supporting the implementation and strategic plan for the North Dakota behavioral health needs assessment and strategic planning. Bevin led a behavioral health system analysis and study for Pierce County, Washington. The study identified the prevalence of behavioral health issues and the extent of services available to address behavioral health-related needs, and provided recommendations for services, policies, and practices the county should pursue to address system gaps. Bevin also supported the implementation of the recommendations.

Bevin will assist with a fact-based assessment strategy in support of the organization assessment (RFP 4.2.1.1), including reviewing existing literature and data and conducting key informant interviews. She will also provide recommendations for the strategic plan (RFP 4.2.1.2) and will lend his expertise person-centered planning.

Education:

- Ph.D. in Social Policy
- M.A. in Social Policy
- M.P.P. in Behavioral Health Policy
- B.A. in English and American Literature and European Culture Studies

6.10 RFP Section 4.3.1.11: Program Administrative Support

Jonah Mishkel, Program Administrative Support McChrystal Group

Jonah Mishkel is an Associate at McChrystal Group where he has worked within the strategy implementation practice since 2019.

Jonah is currently advising a major technology company on its strategy and execution in managing growth and building an integrated approach to customers. Previously, Jonah was a project manager supporting a team of McChrystal Group consultants advising a state public health agency on its COVID-19 response and vaccination rollout, a state's emergency management agency on developing its long-term strategy and operational review process. During his undergraduate studies Jonah studied European global economic engagement in Copenhagen, Denmark.

In these roles, Jonah has focused on strategy, operations, and communications to build and develop new organizational capabilities, providing tactical project management support, ensuring effective knowledge management, report/presentation crafting and finalization, as well as consultant team task tracking.

Jonah will provide project management support across the entirety of the McChrystal Group consulting team, providing knowledge management, program, scheduling, and deliverable design in support of the organization assessment (RFP 4.2.1.1) and the strategic plan (RFP 4.2.1.2).

Education:

- B.A. in Economics with minors in corporate strategy and financial economics

7 RFP SECTION 4.3.2: MANDATORY QUALIFICATION/EXPERIENCE REQUIREMENTS

"The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification."

7.1 RFP Section 4.3.2.1: Staff Acceptance

"The Vendor shall remove any staff rejected by Agency from the projects or services. Agency reserves the right to reject any staff proposed or later assigned under the contract."

The McChrystal Team acknowledges and accepts DHHR's right to reject any proposed or later assigned staff under the contract and agrees to provide replacement staff within a reasonable amount of time to ensure the performance schedule agreed upon at contract award is met.

8 RFP SECTION 4.2.1.4 ADDITIONAL/OPTIONAL SERVICES

"It may be necessary to analyze additional goals and objectives related to the strategic assessment and management consulting services provided. These additional/optional services would be performed utilizing the hourly rates provided in Attachment A: Cost Sheet. The Vendor should include in its proposal, an approach to determining which additional goals and objectives may be necessary as a result of the organizational assessment and strategic plan."

Informed by McChrystal Team's previous experience advising partners on similar projects, such as implementing the Virginia Department of Health's Public Health 3.0 strategic plan, the following sections include several additional/optional elements that may subsequently be recommended as a means to assess organizational progress as well as protect DHHR's investment in their strategic plan by ensuring cross-functional and accountable execution. All staffing estimates are approximated as standalone services and may potentially be optimized for efficiency if two or more are conducted concurrently. All McChrystal Team services will be proposed as firm, fixed price.

8.1 Reassessment Against Organizational Baseline

Overview: Objectively measure DHHR's progress against operating model and strategic plan implementation goals, integrating both quantitative and qualitative analyses to assess the impact of interventions to date. The reassessment uses proprietary comparative analyses to quantitatively assess the DHHR operating model and strategic execution against organizational baselines established in the organization assessment and provides critical datapoints and insights to recalibrate and educate future action.

Approach: McChrystal Team advisors and data scientists will partner with DHHR leaders to reassess the organization through a series of targeted survey-based diagnostics, interviews, and focus groups to rapidly pulse the organization and measure progress to plan. Reassessments can be executed on an expedited timeline of ~8 weeks due to reduced administrative burden already undertaken in the initial Organizational Assessment and familiarity with DHHR and its problem sets. The reassessment culminates in an extensive leadership team outbrief and detailed recommendation roadmap.

Estimated Staffing Requirements & Timeline:

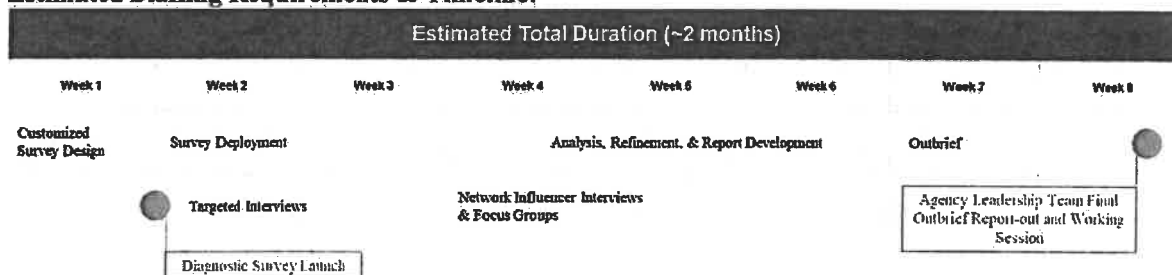


Figure 8: Reassessment Timeline

Approximate Timeline: 2 months

Approximate Staff Utilization:

- Principal/Executive Consultant: 10%
- Sr. Consultant: 50%
- Consultant (Analytics Program Lead): 40%
- Consultant: 100%

8.2 Cascaded Strategy Frameworks

Overview: Identify respective Bureau's and Office's key areas of responsibility for supporting DHHR's overall strategic plan, directly influencing the prioritization of their efforts, identify critical areas of interdependency or resource-sharing between other DHHR Bureau's or additional WV Agencies/Departments, as well as drive strategic context more deeply down into the organization.

Approach: The McChrystal Team will partner with Bureau/Office-level teams to develop fully nested strategy frameworks for each respective team, to include bespoke Bureau and Office-level objectives, priorities, and initiatives. Through the cascading process, the McChrystal Team will partner with Bureau and Office-level principals and senior leaders to develop the cascaded frameworks through a series of intensive strategy workshops. Cascaded strategy alignment is done holistically, with significant focus and resources allocated towards ensuring all Bureau and Office-level frameworks are horizontally alignment, directly addressing key points of interdependency and conflict.

Estimated Staffing Requirements & Timeline:

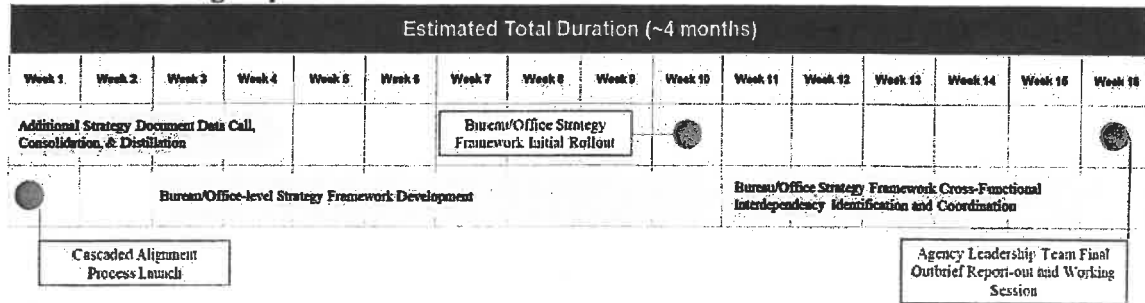


Figure 9: Strategy Framework Timeline

Approximate Timeline: 4 months

Approximate Staff Utilization:

- Principal/Executive Consultant: 10%
- Sr. Consultant: 100%
- Consultant: 100%
- Program and Administrative Support Staff: 50%

8.3 Operating Rhythm Implementation

Overview: As briefly discussed in Section 2.1, implementing a fully integrated strategy and planning review. Operating Rhythm (OR), in which processes are connected to drive accountability and sustained, cross-functional communication, is essential to maintaining strategic alignment, effective execution, and ultimately successful outcomes. By implementing a robust process by which to continuously facilitate bottom-up refinement of the strategic plan and top-down accountability for action, DHHR will catalyze progress against their strategic plan while streamlining its operating model.

Approach: The McChrystal Team's Strategy & Planning Review provides an alignment check on DHHR's strategic plan. Implementing the Strategy & Planning Review occurs over four phases

1. **Operationalizing the DHHR Initiative Charters:** Coordinating input vertically and horizontally across respective DHHR Bureaus and Offices, the McChrystal Team will guide each DHHR Initiative's owner through constructing a detailed action plan, using a uniform two-page template. When completed across all Initiatives, DHHR leadership will be able to review the action plans, identifying interdependencies across key performance indicators (KPI's) and potential misalignments and remediating accordingly.
2. **Pressure-testing the Action Plans:** After the action plans are built and aligned, the McChrystal Team will facilitate a discussion with the appropriate DHHR teammates to identify the following:
 - Resourcing requirements
 - Planning and operational interdependencies
 - Risks and assumptions
 - Sequencing tradeoffs—e.g., how do we decide if required to choose between when two initiatives start?
3. **Executing & Refining:** With action plans in execution, DHHR leadership and respective teams will meet on a quarterly basis to review progress against the strategic plan, to include objectives and key leading indicators, as well as the portfolio of Initiative action plans. To facilitate these conversations, the McChrystal Team will train DHHR personnel on how to employ our Strategy & Planning Review tools to include the meeting structure (agenda, templates, etc.), behaviors (questions, expectations), and post-meeting tools (after-action reviews, next-step briefs, decision-making templates, etc.). To ensure success, the McChrystal Team will provide facilitation support, and training for as many quarterly meetings as DHHR leadership feels is necessary during the engagement. Once underway, the process will ensure that daily execution aligns with long-term strategy.
4. **Integration with Operating Rhythm:** The McChrystal Team will advise DHHR in integrating the Strategy & Planning Review into DHHR's current Operating Rhythm, coaching OR owners accordingly to ensure success. By ensuring the process is complementary rather than additive to current management and communications mediums, DHHR will streamline its operating model, making for more efficient, informed, and coordinated operation between DHHR Bureaus and Offices.

Estimated Staffing Requirements & Timeline:

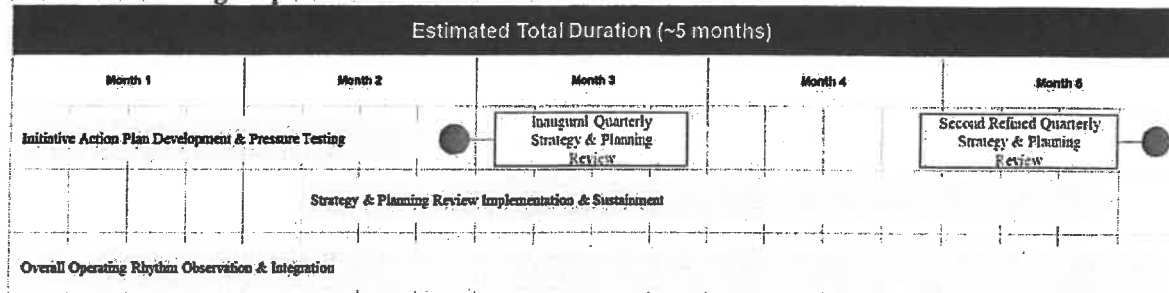


Figure 10: Operating Rhythm Timeline

Approximate Timeline: 5 months

Approximate Staff Utilization:

- Principal/Executive Consultant: 10%
- Sr. Consultant: 10%
- Consultant: 100%
- Program and Administrative Support Staff: 50%



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Proposals
Consulting

Proc Folder: 1035305			Reason for Modification: ADDENDUM 3 TO EXTEND PROPOSAL DUE DATE AND PROVIDE ANSWERS TO VENDOR QUESTIONS
Doc Description: STRATEGIC ASSESSMENT/MANAGEMENT CONSULTING SERVICES			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-28	2022-05-16 13:30	CRFP 0506 HHR2200000002	4

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, IS SOLICITING PROPOSALS TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE STRATEGIC ASSESSMENT AND MANAGEMENT CONSULTING SERVICES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

ONLINE RESPONSES ARE PROHIBITED FOR THIS SOLICITATION

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	4.2.1.1 Organizational Assessment				

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:

4.2.1.1 Organizational Assessment

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
2	4.2.1.2 Strategic Plan				

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:

4.2.1.2 Strategic Plan

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
3	Principal/Executive Consultant	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Principal/Executive Consultant

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
4	Senior Consultant	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Senior Consultant

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
5	Consultant	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Consultant

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
6	Financial Subject Matter Expert	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Financial Subject Matter Expert

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
7	Organizational Development/Business Transformation Subject M	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Organizational Development/Business Transformation Subject Matter Expert

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
8	Child Welfare Subject Matter Expert	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Child Welfare Subject Matter Expert

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
9	Substance Use Disorder (SUD) Subject Matter Expert	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Substance Use Disorder (SUD) Subject Matter Expert

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
10	Public Health Subject Matter Expert	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Public Health Subject Matter Expert

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
11	Mental/Behavioral Health Subject Matter Expert	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Mental/Behavioral Health Subject Matter Expert

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
12	Program and Administrative Support Staff	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Program and Administrative Support Staff

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	TECHNICAL QUESTION DEADLINE	2022-04-26

SOLICITATION NUMBER: CRFP HHR2200000002
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ | Modify bid opening date and time
- ☐ | Modify specifications of product or service being sought
- ☒ | Attachment of vendor questions and responses
- ☐ | Attachment of pre-bid sign-in sheet
- ☐ | Correction of error
- ☐ | Other

Description of Modification to Solicitation:

1. To extend the proposal due date to May 16, 2022 at 1:30 PM ET
 2. To provide answers to vendor questions
- No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Question ID	Reference/Section #	Question:	Answer:
Q001	N/A	Is it possible to extend the submission deadline one week to Friday, May 13th?	The Agency will extend the submission deadline to Monday, May 16th.
Q002	N/A	Would the State consider an extension to the Proposal Due Date to allow the State ample time to respond to questions and vendors enough time to revise proposals based on responses in the Q&A?	The Agency will extend the submission deadline to Monday, May 16th.
Q003	N/A	Will the State allow a vendor to partner/subcontract with other vendors for certain specializations? If so, must subcontractors be registered as a WV vendor?	Yes, the vendor permitted to partner or subcontract with other vendors. However, the contract is with the Prime Vendor and as such, the Prime Vendor is responsible the performance of the partners/subcontractors.
Q004	Instructions to Vendors submitting bids; item 16	Can the State please confirm that it will not accept proposal submissions via email or WV Oasis, and will only accept a total of seven (7) hard copy proposals submitted to the address specified in the instructions? If the State will only accept hard copy submissions, will it allow in-person and delivery signature required mail/courier delivery?	Request for Proposals (RFP) cannot be submitted via email or OASIS. Hard copy proposals can be mailed as long as they are delivered prior to the vendor submission deadline. In lieu of printed versions of the convenience copies, the vendor may provide copies of TECHNICAL PROPOSAL ONLY via USB flash drive or CD. No cost information shall be included on the USB flash drive or CD. This is only applicable to the convenience copies; a hardcopy of the proposal must be submitted.

Q005	Instructions to Vendors submitting bids; Item 6	For the Cost Volume, does the State want vendors to submit their cost on the document titled "Final_CRFP_0506_HHR2200000002_2_WV_CRFP_FORM" and/or the Attachment A – Cost Sheet? Can vendors duplicate the Cost Sheet in an external document for ease of completion or must we use the exact attachment provided?	The cost proposal can be duplicated in an external document. However, it must match the Cost Sheet provided in Addendum 2.
Q006	4.2.1; 4.2.2	Can the State please confirm that the primary/mandatory goals and objectives for this RFP are for: 4.2.1) Organizational Assessment and 4.2.2) Strategic Plan, and that all services from 4.3.1.2 through 4.3.1.11 are considered, "Additional/Optional Services?" Will vendors be assessed negatively on their ability to meet some, but not all additional/optional services?	<p>The Goals and Objectives are included in Section 4.2.1. Mandatory project requirements are included in section 4.2.2. Vendor Qualifications and experience are included in section 4.3.1. Mandatory qualification and experience requirements are included in section 4.3.2.</p> <p>No, services 4.3.1.2 through 4.3.1.11 are not considered optional services. Optional services would be purchased on as-needed basis through delivery orders at the hourly rates proposed in the Cost Sheet.</p>
Q007	4.2.1.1	Could the state offer any further description of expectations for the organizational assessment?	The specifications describing the organization assessment are included in section 4.2.1.1
Q008	4.2.1.1	Will the state provide respondents detailed working documents, including tables of organization, headcount data, and other Agency cost/performance data to inform the scope of the Strategic Plan?	An organizational chart is provided in section 4.1. The Agency currently has over 6,000 employees. Cost/performance data will not be provided at this time.

Q009	4.2.1.3	The timeline for delivery of Organizational Assessment and Strategic Planning services is indicated as 12/31/2022; When is the anticipated contract award and associated intended start date?	The contract award will occur when the evaluation and scoring of technical and cost bids is complete. The intended start date is upon contract award. Addendum 2 has revised the specification 4.2.1.3 to state that "The Vendor should propose a schedule that achieves completion of all activities associated with strategic assessment and management consulting services, including the final organizational assessment and strategic plan, no later than 120 calendar days from contract award..."
Q010	4.2.2.1	Does the vendor have a preferred platform for providing remote videoconference and teleconference?	The Agency does not have a preference. The Agency currently utilizes Google Workspace and Google Meet.
Q011	4.2.2.1	Will the State allow Vendors to invoice for incurred expenses on an additional Funding Line or are all expenses expected to be built into the FFP price?	The firm fixed price should include all costs to complete the Organizational Assessment and Strategic Plan.
Q012	4.3.1	Relating to Section 4.3.1 and all the sub-lines under it, is private sector/commercial health and/or human services experience acceptable?	Section 4.3.1 identifies the qualifications for which private sector/commercial health and/or human services experience are considered acceptable.
Q013	5.1 Vendor Proposal	Beyond the cost proposal, which will be submitted separately, does the State have a more detailed description of the technical proposal format it prefers (i.e. order of Sections, qualifications format, past performance, page limits, etc.)?	The vendor should submit a technical proposal that meets the specifications contained in section 5.3 Proposal Format.

Q014	Addendum 1, Section 6 Bid Submission	Will the Division accept electronic submission of Technical and Cost proposals through wvOASIS or email?	Request for Proposals (RFP) cannot be submitted via email or OASIS. Hard copy proposals can be mailed as long as they are delivered prior to the vendor submission deadline.
Q015	4.3.1.1.3	Is the state requesting 1 reference point or a reference point for each project listed?	A reference point for each project listed.
Q016	4.2.1.3	What is the anticipated start date?	The intended start date is upon contract award.
Q017	4.3.1.2-4.3.1.11	Is the vendor expected to provide staff for each of the positions described in the RFP?	Yes, Sections 4.3.1.2-4.3.1.11 describe the qualifications and experience desired as part of this solicitation. The Vendor should describe in its proposal how it meets the desirable qualification and experience requirements.
Q018	4.3.1.2-4.3.1.11	Is the vendor expected to identify staff members as part of its proposal?	The Vendor should describe in its proposal how it meets the desirable qualification and experience requirements. The Vendor may identify staff members as part of its proposal.
Q019	4.3.1	Is the vendor allowed to include staff that do not meet the minimum qualification and experience requirements per each assigned position?	The Vendor should describe in its proposal how it meets the desirable qualification and experience requirements. It is the vendor's discretion on whether or not to propose staff that do not meet the desired qualification and experience qualifications.

Q020	4.3.1	Is the vendor expected to provide resumes for each of its proposed team members?	The Vendor should describe in its proposal how it meets the desirable qualification and experience requirements. The Vendor may provide resumes for each of its proposed team members.
Q021	4.3.1	Is the vendor allowed to include multiple staff to meet the minimum experience requirements for each assigned position (i.e., does combined/collective experience count)?	Each staff position should meet the desirable qualification and experience requirements.
Q022	General	Would the State consider extending the deadline to allow for at least ten business days between receipt of answers to questions and the proposal submission date?	The Agency will extend the submission deadline to Monday, May 16th.
Q023	General	What is the budget that has been approved or allocated for this effort?	The Agency does not publish or provide budget information. The Vendor should propose the costs necessary to meet the specifications detailed in the RFP.
Q024	General	What amount of time do you expect the vendor to work onsite?	The Agency expects the vendor to work onsite/in-person the minimally sufficient amount necessary to complete the strategic and management consulting services detailed in the RFP. As stated in 4.2.2.1 "Vendor must have the capability to provide services in-person and remote (via video conference and teleconference) as mutually agreed upon by the Agency and the Vendor."

Q025	General	Is it acceptable for the hard copies of the proposal to be postmarked on the due date and delivered the following business day?	<p>No, hard copy proposals must be received by the due date. In lieu printed versions of the convenience copies, the vendor may provide courtesy copies of the <u>TECHNICAL PROPOSAL</u> <u>ONLY</u> via USB flash drive or CD. No cost information shall be included on the USB flash drive or CD. This is only applicable to the convenience copies; a hardcopy of the proposal must be submitted.</p>
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West Virginia Department of Health and Human Resources

Attachment A: Cost Sheet

Firm Fixed Cost: The Agency expects a firm fixed price for the Organizational Assessment and Strategic Plan as described in 4.2.1 Goals and Objectives. The vendor should complete the cost sheet below by providing a cost for each item listed. total cost should be the sum of all item costs and will be considered the firm fixed price for completion of the services.

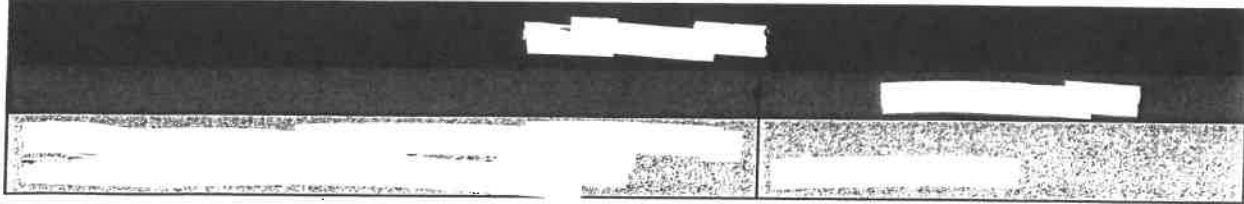
Strategic Assessment and Management Consulting Services	
4.2.1.1 Organizational Assessment	\$503,648
4.2.1.2 Strategic Plan	\$578,770
Strategic Assessment and Management Consulting Services Total	\$1,082,418

Additional/Optional Services: As described in 4.2.1.4 Additional/Optional Services, it may be necessary to analyze additional goals and objectives related to the strategic assessment and management consulting services provided. The Vendor should complete the cost sheet below by providing hourly rates for the positions listed. A total for each position should be provided by multiplying the hour rate by the hours and a grand total should be provided by summing the totals for each position. These rates are provided for the purposes of unit pricing in the event the additional/optional services are utilized in the future, at the discretion of the Agency. They do not obligate, or guarantee spend.

Additional/Optional Services:	
	Hourly Rate
Principal/Executive Consultant	\$480
Senior Consultant	\$320
Consultant	\$240
Financial Subject Matter Expert	\$480
Organizational Development/Business Transformation Subject Matter Expert	\$400
Child Welfare Subject Matter Expert	\$175
Substance Use Disorder (SUD) Subject Matter Expert	\$225
Public Health Subject Matter Expert	\$480
Mental/Behavioral Health Subject Matter Expert	\$225
Program and Administrative Support Staff	\$140

West Virginia Department of Health and Human Resources

Attachment A: Cost Sheet Continued



Vendor Pricing Assumptions:

The FFP cost for 4.2.1.1 Organization Assessment and 4.2.1.2 Strategic Plan includes travel and expenses built in at an estimated 10%.

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, IS SOLICITING PROPOSALS TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE STRATEGIC ASSESSMENT AND MANAGEMENT CONSULTING SERVICES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

ONLINE RESPONSES ARE PROHIBITED FOR THIS SOLICITATION

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	4.2.1.1 Organizational Assessment	1	Lot	\$503,648	\$503,648

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
4.2.1.1 Organizational Assessment

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
2	4.2.1.2 Strategic Plan	1	Lot	\$578,770	\$578,770

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
4.2.1.2 Strategic Plan

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Unit of Measure	Unit Price
3	Principal/Executive Consultant	HOUR	\$480

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Principal/Executive Consultant

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Unit of Measure	Unit Price
4	Senior Consultant	HOUR	\$320

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Senior Consultant

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Unit of Measure	Unit Price
5	Consultant	HOUR	\$240

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Consultant

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Unit of Measure	Unit Price
6	Financial Subject Matter Expert	HOUR	\$480

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:
Financial Subject Matter Expert

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Unit of Measure	Unit Price
7	Organizational Development/Business Transformation Subject M	HOUR	\$400

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:

Organizational Development/Business Transformation Subject Matter Expert

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Unit of Measure	Unit Price
8	Child Welfare Subject Matter Expert	HOUR	\$175

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:

Child Welfare Subject Matter Expert

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Unit of Measure	Unit Price
9	Substance Use Disorder (SUD) Subject Matter Expert	HOUR	\$225

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:

Substance Use Disorder (SUD) Subject Matter Expert

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Unit of Measure	Unit Price
10	Public Health Subject Matter Expert	HOUR	\$480

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:

Public Health Subject Matter Expert

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Unit of Measure	Unit Price
11	Mental/Behavioral Health Subject Matter Expert	HOUR	\$225

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:

Mental/Behavioral Health Subject Matter Expert

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES OFFICE OF THE SECRETARY ONE DAVIS SQUARE, FIRST FLOOR, EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Unit of Measure	Unit Price
12	Program and Administrative Support Staff	HOUR	\$140

Comm Code	Manufacturer	Specification	Model #
80101506			

Extended Description:

Program and Administrative Support Staff

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	TECHNICAL QUESTION DEADLINE	2022-04-26

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: Althea Greenhowe

Printed Name: Althea Greenhowe

Title: Procurement Specialist, Sr

Date: 5/31/2022

Vendor Name:

By: Martin Schweitzer

Printed Name: Martin Schweitzer

Title: Director of Government Relations

Date: 12 May 2022

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☐ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page