



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

# Request for Quotation

RFQ NUMBER  
 BHS12007

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

VENDOR

Center fo Entrepreneurial Studies amd Dev, Inc.  
 WVU-College of Engineering  
 Po Box 6070  
 Morgantown, WV 26506-6070

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BBH/HF  
 ROOM 350  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3702 304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/05/2011				

BID OPENING DATE: 08/04/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		924-35		
<p>FACILITATION SERVICES AND TECHNICAL ASSISTANCE</p> <p>TO PROVIDE FACILITATION SERVICES AND TECHNICAL ASSISTANCE FOR THE BUREAU FOR BEHAVIORAL HEALTH AND FACILITIES, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE</p>						

RECEIVED  
 2011 AUG -3 PM 4:02  
 W.V. PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Carl D. [Signature]</i>	TELEPHONE 304-293-5551	DATE 8/2/11	
TITLE Managing Director	FEIN 55-0613794	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).





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 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 VENDOR

SHIP TO  
 HEALTH AND HUMAN RESOURCES  
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 ROOM 350  
 350 CAPITOL STREET  
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<p>RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 7/19/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p>						

SIGNATURE *Cue A. [Signature]* TELEPHONE 304-293-5551 DATE 8/2/11

TITLE *Managing Director* FEIN 55-0613794 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





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RFQ COPY

TYPE NAME/ADDRESS HERE

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<p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

SIGNATURE <i>Carol D. [Signature]</i>			TELEPHONE 304-293-5551	DATE 8/2/11
TITLE <i>Managing Director</i>	FEIN 55-0613794	ADDRESS CHANGES TO BE NOTED ABOVE		

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BID OPENING DATE: 08/04/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----BHS12007-----						
BID OPENING DATE:-----8/4/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304-293-6707-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): -----Carl Hadsell-----						
***** THIS IS THE END OF RFQ BHS12007 ***** TOTAL:						\$ 31,475 \$ 26,175 optional Yr One \$ 21,725 optional Yr. Two

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carl Hadsell</i>	TELEPHONE 304-293-5551	DATE 8/2/11
TITLE Managing Director	FEIN 55-0613794	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



**Request for Quotation**  
**RFQ# BHS12007**

**Project Background:**

On March 12, 2011, House Bill 3021 was passed which continues the work of the West Virginia Comprehensive Behavioral Health Commission (Commission) through June 30, 2014. The Commission has brought the departments and divisions of state government, working collaboratively with the applicable individuals and organizations in the private sector that provide behavioral health services together. It was the purpose of the Legislature to encourage the long-term, well-planned development of a comprehensive and cost-effective system of care for West Virginia. Since October 2006, under the direct administration of the Bureau for Behavioral Health and Health Facilities (BHHF), the Commission and its associated Advisory Board have been meeting including the use of seven working groups. Beyond the start-up process, the Commission and the working groups have completed the first phases of work that included providing analysis of the current system and recommendations for the future system.

**Scope of Work:**

BHHF seeks a logical approach for Facilitation Services and Technical Assistance for this project. The suggested project work plan will include the following tasks:

1. The vendor will work with the Commission Chair, the Advisory Committee and BHHF representatives to establish the specific tasks to be completed, identifying technical assistance, completion of materials, and external production support needs for the next phases of the Commission's work.
2. The vendor will Facilitate Commission and Advisory Board meetings and follow-up working groups including development of positive and effective working relationships among Commission members and volunteers.
3. The vendor will assist with producing appropriate background information and ensure on-going updates of data generated by the Commission and ensure its distribution to all Commission members.
4. The vendor will provide facilitation assistance as needed, in conjunction with the Chair, both before and during full Commission meetings in the Charleston, WV area and conference call meetings.
5. The vendor will work with the Commission's designated Advisory Committee in its consultative role, all working groups established by the Commission and other stakeholders designated by the Commission.

**Request for Quotation**  
**RFQ# BHS12007**

6. The vendor will work as designated by the Commission, with other consultants and experts regarding the areas being studied and the general work of the Commission.
7. The vendor will assist with formulating, writing and distributing all required progress reports done by the Commission.
8. The vendor will provide technical assistance to the Commission's report writing efforts as required to include:
  - a. Help design the final report layout and content of reports.
  - b. Formulate draft report(s) and associated documents for the Commission to review.
  - c. Assist in documenting material used by the Commission in its work and deliberations.
  - d. Provide a PowerPoint presentation of the Commission's work and outcomes.
9. The vendor will assist with the final report based on Commission feedback and produce 50 hard copies of the final report. (Electronic versions must be made available).
10. The vendor will assist with linking the work of the Commission for Residential Placement and the Department of Education's Reaching Every Child Task Force.
11. The vendor will assist with designing and fully developing a process for implementation of the Commission's recommendations, including a monitoring and tracking system.
12. The vendor will provide technical assistance to the Commission and its Chair, as requested, related to the goals and tasks of this project.
13. The vendor will complete production work in support of editing, logistics, copies of materials and any other production work needed by the Commission.
14. The vendor will maintain the Commission's website.

**Vendor Qualifications:**

1. The vendor must provide a detailed work history, including resumes and each of the key project team members must provide supporting documentation of at least two (2) years experience in facilitation, training and leadership coaching, as well as organizational functional analysis and development work. These members must be guaranteed to remain key project team members throughout the life of the contract unless written permission to change is obtained from BHFF.

**Request for Quotation**  
**RFQ# BHS12007**

2. The vendor must provide a detailed work history, which supports at least two (2) years of experience in strategic planning in the public sector (preferred in state government areas working with human services), experience specific with large process improvement initiatives involving multiple working groups and associated processing requirements.

**Invoices and Progress Payments:**

The Vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

**Renewals:**

This contract may be renewed upon mutual agreement of both parties. The renewal is limited to two (2), one (1) year renewals.

**Method of Bid Evaluation:**

BHHF will use the overall low bid-grand total of all three years from the Bid Price Sheet to determine the low-bid and will award the contract to the lowest bidder meeting the requirements of the specifications.



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RFQ# BHS12007**

**BHS12007 – BID COST SHEET**

Vendor's bid must include the billable hourly rate for each member/position of the project team.

Name or Position	Billable Hourly Rate
Carl Hadsell	\$ Per Hour 140. <sup>00</sup>
Matt West	\$ Per Hour 110. <sup>00</sup>
staff support	\$ Per Hour 20. <sup>00</sup>
	\$ Per Hour
	\$ Per Hour
	\$ Per Hour
	\$ Per Hour

<b>TOTAL PROJECT COST*</b>	\$ 31,475. <sup>00</sup>
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\*The total project cost is an all inclusive cost and includes all costs associated with the terms and conditions of the specifications.

*Optional Year One*

Name or Position	Billable Hourly Rate
Carl Hadsell	\$ Per Hour 150. <sup>00</sup>
Matt West	\$ Per Hour 120. <sup>00</sup>
staff support	\$ Per Hour 25. <sup>00</sup>
	\$ Per Hour
	\$ Per Hour
	\$ Per Hour

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TOTAL PROJECT COST\* \$ 26,175.00

\*The total project cost is an all inclusive cost and includes all costs associated with the terms and conditions of the specifications.

Optional Year Two

Name or Position	Billable Hourly Rate
Carl Hadsell	\$ Per Hour 150.00
Matt West	\$ Per Hour 120.00
Staff Support	\$ Per Hour 25.00
	\$ Per Hour
	\$ Per Hour
	\$ Per Hour
	\$ Per Hour

TOTAL PROJECT COST\* \$ 21,725.00

\*The total project cost is an all inclusive cost and includes all costs associated with the terms and conditions of the specifications.

Company Name: CESD, Inc.

Signature: 

Title: Managing Director

Date: 8/2/11



ATTACHMENT  
P.O.# BHS12007

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed  
[Signature] 8/2/11  
Signature                      Date

Managing Director  
Title

CESD, Inc.  
Company Name

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division

WV-96  
Rev. 10/07

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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

VENDOR

Company Name: CESD, Inc.

Signed: [Signature]

Title: Managing Director

Date: 8/2/11



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: CESD, Inc. Signed: CMD Title: Managing Director Date: 8/2/11

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



RFQ No. BHS12007

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: CESD, Inc.

Authorized Signature: [Signature] Date: 8/2/11

State of West Virginia

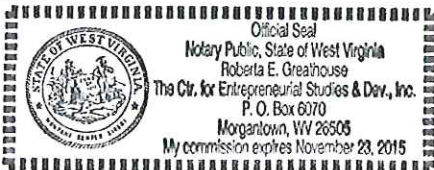
County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of August, 2011.

My Commission expires Nov. 23, 2015.

**AFFIX SEAL HERE**

NOTARY PUBLIC Roberta E. Greathouse





**HEALTH AND HUMAN RESOURCES BBH/HF**

***RFQ BHS12007***

***To Provide Facilitation Services and Technical Assistance for the Bureau for Behavioral Health and Health Facilities***

**August 1, 2011**

**Presented to:**

**Health and Human Resources BBH/HF  
350 Capitol Street, Room 350  
Charleston, WV 25301-3711**

**Presented by:**

**The Center for Entrepreneurial Studies and Development, Inc.  
West Virginia University  
1062 Maple Drive, Suite B  
Morgantown, WV 26505  
(304) 293-5551**

**THE CENTER FOR ENTREPRENEURIAL STUDIES AND DEVELOPMENT, INC. (CESD)**  
**RESPONSE TO STATE OF WEST VIRGINIA RFQ #BHS12007**

***Background:***

On March 12, 2011, House Bill 3021 was passed which continues the work of the West Virginia Comprehensive Behavioral Health Commission (Commission) through June 30, 2014. The Commission has brought the departments and divisions of state government, working collaboratively with the applicable individuals and organizations in the private sector that provide behavioral health services together. It was the purpose of the Legislature to encourage the long-term, well-planned development of a comprehensive and cost-effective system of care for West Virginia. Since October 2006, under the direct administration of the Bureau for Behavioral Health and Health Facilities (BHFF), the Commission and its associate Advisory Board have been meeting including the use of seven working groups. Beyond the start-up process, the Commission and the working groups have completed the first phases of work that included providing analysis of the current system and recommendations for the future system.

BHFF seeks a logical approach for Facilitation Services and Technical Assistance for this project. The suggested project work plan will include the following tasks:

- Work with the Commission Chair, the Advisory Committee and BHFF representatives to establish the specific tasks to be completed, identifying technical assistance, completion of materials, and external production support needs for the next phases of the Commission's work.
- Facilitate Commission and Advisory Board meeting and follow-up working groups including development of positive and effective working relationships among Commission members and volunteers.
- Assist with producing appropriate background information and ensure on-going updates of data generated by the Commission and ensure its distribution to all Commission members.
- Provide facilitation assistance as needed, in conjunction with the Chair, both before and during full Commission meetings in the Charleston, WV area and conference call meetings.
- Work with the Commission's designated Advisory Committee in its consultative role, all working groups established by the Commission and other stakeholders designated by the Commission.
- Work as designated by the Commission, with other consultants and experts regarding the areas being studied and the general work of the Commission.
- Assist with formulating, writing and distributing all required progress reports done by the Commission.
- Provide Technical assistance to the Commission's report writing efforts as required to include:
  - Help design the final report layout and content of reports.
  - Formulate draft report(s) and associated documents for the Commission to review.
  - Assist in documenting material used by the Commission in its work and deliberations.
  - Provide a PowerPoint presentation of the Commission's work and outcomes.
- Assist with the final report based on the Commission feedback and produce 50 hard copies of the final report. (Electronic versions must be made available).
- Assist with linking the work of the Commission for Residential Placement and the Department of Education's Reaching Every Child Task Force.
- Assist with designing and fully developing a process for implementation of the Commission's recommendations, including a monitoring and tracking system.
- Provide technical assistance to the Commission and its Chair, as requested, related to the goals and tasks of this project.
- Complete production of work in support of editing, logistics, copies of materials and any other production work needed by the Commission.



- Maintain the Commission's website.

The Center for Entrepreneurial Studies and Development, Inc. (CESD), a West Virginia nonprofit organization, has over 25 years of professional consultation, technical assistance, planning, facilitation, and report preparation experience working with numerous organizations, both public and private, in West Virginia. CESD is registered vendor of the State of West Virginia (ID 709051207) and accepts the State of West Virginia VISA purchasing card for payment of invoices.

### ***Documentation of Qualifications:***

CESD, under the project leadership of Dr. Carl Hadsell, has been engaged in a number of collaborative efforts that bring together numerous, diverse organizations all working toward improving the outcomes for West Virginia citizens, be it children or seniors. Examples of this work for public agencies include the Department of Education's Task Force on Out-of-Home Education and the Department of Health and Human Resources' Commission to Study the Residential Placement of Children and the Comprehensive Behavioral Health Commission. In over seven years of extensive work with Vision Shared, CESD assisted more than 500 state-wide volunteers involved in a myriad of projects, some of which addressed human services topics. Throughout these efforts CESD strived to connect a number of different groups together and productively facilitate the necessary discussions and improvement actions.

From CESD's project experiences, it has gained a strong understanding of state government operations and an appreciation of how nonprofit organizations, such as some of the providers of behavioral health's services, contribute to successful outcomes in Commission work. CESD also brings practical expertise in team development and project management from its private industry engagements to its Commission work. In the majority of these engagements, CESD uses consistent planning principles and practices, effective meeting habits and team management materials that it has developed over its more than 25 years of experience. Action plans, after meeting action registers and ongoing progress reports are just a few tools that CESD uses to help organizations effectively complete the actions and achieve the goals outlined in their plans.

Dr. Carl Hadsell has worked extensively in the area of organizational development and strategic planning in both the private and public sectors. The examples of projects and references are found in the tables below. CESD has experience in helping organizations review existing structure, including required functions and staffing roles and responsibilities. This work included analysis of the organization and assistance in making structure changes. In many of the projects, CESD guides inclusive planning processes that help the organization determine vision, mission and values along with strategic goals. This work includes assistance in developing an implementation (execution) process for priority actions. Most planning work encompasses the design and administration of both internal and external assessments.

Matt West has experience in planning and process performance improvement initiatives. His experience in planning includes providing assistance in the design of projects which engage diverse teams of individuals. Mr. West has provided technical assistance and facilitation to the Comprehensive Behavioral Health Commission including its special Task Force on Behavioral Health Services. Matt has worked on a variety of strategic planning projects with a number of organizations.

On projects that involve Commission type support, CESD has administrative staff that assists with all required contacting and updating of membership, notes, and reports. CESD also has internal staff that will maintain the Commission's website to include updates when notes are approved, changes in membership and adding reports that are completed.

As to training and leadership coaching, CESD has developed training materials and has offered this type of training to front level supervisors to top executives. CESD has assisted organizations in coaching both for professional growth, as well as regarding individual performance improvement coaching. CESD also has experience in designing and implementing performance measurement processes that deal with the development of individual goal-setting as part of overall planning.



CESD strongly believes in accountability, or measuring and communicating progress toward agreed upon actions and goals. In the majority of its work, CESD uses various performance measurement and analytical tools to benchmark progress. Again, CESD's experience in private industry helps in applying process improvement to its work with Commissions. CESD also has extensive work in shaping and writing a variety of reports and documenting processes, including significant design work in large group processes. The covers of a sampling of the reports CESD has been responsible for producing, including a recent Performance Measures Report for Vision Shared, are included in this proposal package. Full copies are available upon request. CESD has also helped in the design, development and maintenance of web sites in support of Commission communication work.

The project team includes Dr. Carl Hadsell (project manager) and Matt West. Both Carl Hadsell and Matt West have extensive experience in organizational development, planning and leadership training efforts. The bio sketches of each team member are attached (See Attachment 1).

The following table lists specific projects and references that reflect CESD's experience in consultation, technical assistance, planning and facilitating meetings, developing strategies and implementation plans for group recommendations and report preparation. In some cases, the key reference has moved to another position, but each has a contact person who should be able to speak to what CESD performed on the project.

Position	Team Qualifications/References Table	
Educational Background - see enclosed bio sketches. [This team will support project as key project team members throughout the life of the contract]	Carl Hadsell  Matt West	Master of Business Administration, Doctorate of Education  Master of Business Administration
Projects and References that speak to the two (A& B) qualification in the request to bind:  <b>A:</b> Providing supporting documentation of at least two (2) years' experience in facilitation, training and leadership coaching, as well as organizational functional analysis and development work. Projects and References to qualify for following:  <b>B.</b> Provide detailed work history, which supports at least (2) years of experience in strategic planning in the	MVB Financial Corp. Larry Mazza, CEO 301 Virginia Ave Fairmont, WV 26554 (888)689-1877  PDC Energy John DeLawder, VP HR/Administration PO Box 26 Bridgeport, WV 26330 (304) 842-6256  Department of Health & Human Resources Martha Y. Walker Secretary (former) 1900 Kanawha Blvd., East Building 3 Room 206 Charleston, WV 25305 (304) 558-7898	Strategic planning overall bank and within specific areas (retail mortgage, commercial lending) to include initial functions analysis regarding organization structure and development across a multi-branch bank. Work on roles and responsibilities to map to new organization, process improvement activities in different areas of organization, facilitation of teams. (2007 – 2011)  Strategic planning overall corporate level and within selected departments. Extensive work with organization development including working on roles and responsibilities of key positions. Provide leadership training and individual coaching of different executives. (2005 – 2011)  Leadership development program design work and delivery of training. (2005 - 2009) Included Leadership Excellence Initiative and focus on decision making process.



<p>public sector (preferred in state government areas working with human services), experience specific with large process improvement initiatives involving multiple working groups and associated processing requirements.</p>	<p>Office of Institutional Education Programs (OIEP) Frank Andrews Superintendent (retired) 5331 West brook Drive Charleston, WV 25313 (304) 776-5235</p>	<p>Technical Assistance and facilitation of Out of Home Care Education Task Force. (2004 – 2006). Developed <i>Reaching Every Child</i> report and actions plan. Also, provided strategic planning assistance to the Office of Institutional Education Program (OIEP)</p>
	<p>Bureau for Health and Health Facilities Victoria Jones Commissioner 350 Capital Street Room 350 Charleston, WV 25301-3702 (304) 356-4771</p>	<p>Initial strategic planning work, functional organization analysis and development of a new organizational model. (2007 -2009) Project started with former Commissioner John Banconi.</p>
	<p>Comprehensive Behavioral Health Commission Delegate Bobbie Hatfield WV House of Delegates 3 Wilbur Drive South Charleston, WV 25303 (304)744-9898</p>	<p>Planning, technical assistance and facilitation for Comprehensive Behavioral Health Commission. Initial work to design the organizational structure and planning process for Commission to include Commission, Advisory Board and seven Working Groups with over 200 volunteers. Wrote Commission’s report and progress reports. (2007 -2011)</p>
	<p>Comprehensive Behavioral Health Commission Dr. Ahmed Faheem 1014 Johnstown Road Beckley, WV 25801 (304) 252-3893</p>	
	<p>WV Offices of the Insurance Commissioner Jeremiah Samples Greenbrooke Building 1124 Smith St., Room 105 Charleston, WV 25301 (304) 558-6279</p>	<p>Provided design assistance and technical support and facilitation of “town hall” meetings to assist with their strategic planning. (2010 – 2011)</p>
	<p>Toothman Rice, PLLC Tom Aman Managing Partner 1000 Technology Drive Suite 2210 Fairmont, WV 26554 (304) 624-5471</p>	<p>Analysis, new organization structure for accounting firm with multiple locations, including job descriptions and roles and responsibilities, and leadership training activities, coaching, strategic planning. (2005 – 2011)</p>
	<p>Vision Shared, Inc. Scott Rotruck Chairman (former) PO Box 6070 Charleston, WV 25301 (405) 568-9214</p>	<p>Assisted create the original organizational design and development of a statewide effort that engaged more than 500 state-wide volunteers involved in a myriad of team projects. (2002 – 2010)</p>

	Commission for the Study of Residential Placement of Children Sue Hage Deputy Commissioner for Programs 350 Capitol St., Room 730 Charleston, WV 25301	Original organizational design and structure of the Commission, planning work with Commission, performance metrics. Wrote Commission's first report and progress reports each year. (2005 – 2011)
	WV System of Care Linda Watts, Director 940 4 <sup>th</sup> Avenue, Ste. 335 Huntington, WV 25701 (304) 437-5911	Designed planning process and facilitated Community Forums Best Practices in four communities in WV. Contracted to rework design and assist planning for more forums in 2011-2012. (2009 – 2011)

***Additional experience in prior years with planning, organizational development and training within government agency include:***

1. WV Bureau for Public Health (BPH)
2. Office of Healthy Lifestyles
3. WV Development Office
4. Office of Water Resources
5. Bureau for Child Support
6. Office of Epidemiology and Health Promotion (OEHP)
7. Division of Threat Preparedness
8. Environmental Health Services (OEHS)

CESD, if awarded the contract, will ensure Dr. Carl Hadsell and Matt West are on the projects for its duration unless permission is granted by the Commission through BHHF.



## ***Attachment 1***

***Dr. Carl D. Hadsell***  
***Managing Director***

### ***Experience***

- Over 31 years of experience
- Has worked with over 100 organizations in manufacturing, energy, healthcare, retail, service, government, education (all levels), and the non-profit sector

### ***Education/Training***

- MBA, 1970 EdD, 1982 West Virginia University

### ***Areas of Emphasis***

- Organizational development and effectiveness
- Strategic planning and business/marketing development planning
- Leadership development (coaching, mentoring)
- Employee involvement and teaming processes
- Understanding customer requirements
- Continuous quality improvement initiatives
- Human resources training and development
- Integrated product development/concurrent engineering
- Market research and analysis, feasibility studies (other research studies)
- Performance metrics
- Professional facilitation for all types of organizations and activities

### ***Anticipated Role***

- Project oversight and management
- Research
- Facilitation

### ***Representative Project Experience***

- Worked with organizations, through a leadership or management team, to complete enterprise-wide strategic planning and organizational development initiatives
- Implemented total quality management and employee involvement processes in over a dozen organizations from manufacturing organizations to a law firm
- Provided technical assistance to a number of enterprises related to organizational development and business model issues, including appropriate internal and/or external assessments, leadership development, and process analysis
- Provided design assistance and facilitated delivery of "all hands" visioning and strategic planning sessions for organizations, public and not-for-profit
- Served as prime project manager/lead researcher for major study projects (e.g., efficiency in the court system, identification of skills required for West Virginia's future workforce and college-bound populations, effective principal leadership, manufacturing housing industry)
- Supported through technical assistance and facilitation a number of special government Commissions and Task Forces on a myriad of topics to include development of final reports and presentations material
- Completed program organization effectiveness assessment initiatives for both public and non-profit entities
- Conducted market research and business strategic planning for businesses seeking expansion or enhanced operations
- Assisted a number of state agencies in implementing continuous quality improvement in state government, offering leadership training and working through organizational development and working relationship issues
- Created materials and taught courses in facilitation to include advanced coaching principles and practices
- Provided strategic planning support for Glenville State College

**Matt West**  
**Professional Associate**

**Experience**

- Over nine years of operations, marketing and project management experience with over 30 organizations in manufacturing, service, technology, higher education and government

**Education/Training/Certifications**

- MBA Duke University, The Fuqua School of Business 2007
- BSIE West Virginia University 2002
- Operations Management Leadership Program, General Electric 2004
- Six Sigma Green Belt, General Electric
- Registered Engineer Intern, State of West Virginia

**Areas of Emphasis**

- Continuous improvement initiatives (Lean, Six Sigma, TQM)
- Operations and supply chain management
- Industrial engineering
- Strategic planning
- Performance management and metrics

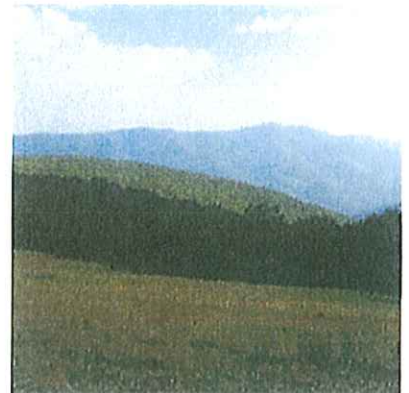
**Anticipated Role**

- Small project management
- Facilitation
- Research

**Representative Project and Leadership Experience**

- Implemented Lean Manufacturing for national and international businesses in both discrete and continuous manufacturing settings
- Performed process re-engineering project to analyze and implement an improved packaging and shipping operation for large multi-national company and its subsidiaries
- Performed outsourcing risk analysis for national network of small service businesses
- Developed numerous inventory, production, and capacity planning tools for manufacturing and service organizations
- Assisted design, testing, and implementation of multiple automation processes for a materials business
- Designed and implemented continuous improvement program for international manufacturing organization
- Developed ergonomics program, including training and compliance assessment, for small organizations
- Performed customer needs assessment for large and small manufacturing, service, and government organizations
- Conducted market and industry research to assist organizations in formulating and assessing supply chain strategy
- Designed decision support systems for organizations to streamline repetitive tasks and improve data accuracy
- Developed and delivered technical training for multiple organizations and industries
- Provided supply chain leadership for \$30 MM product line in international location
- Supervised 30+ hourly employees on \$100 MM product line
- Guest speaker at Duke University, West Virginia University, and Central European University on Six Sigma and Organizational Strategy





# Realizing Our Potential:

## Transforming West Virginia's Behavioral Health System

### WORKING REPORT

November 17, 2008

Presented to:

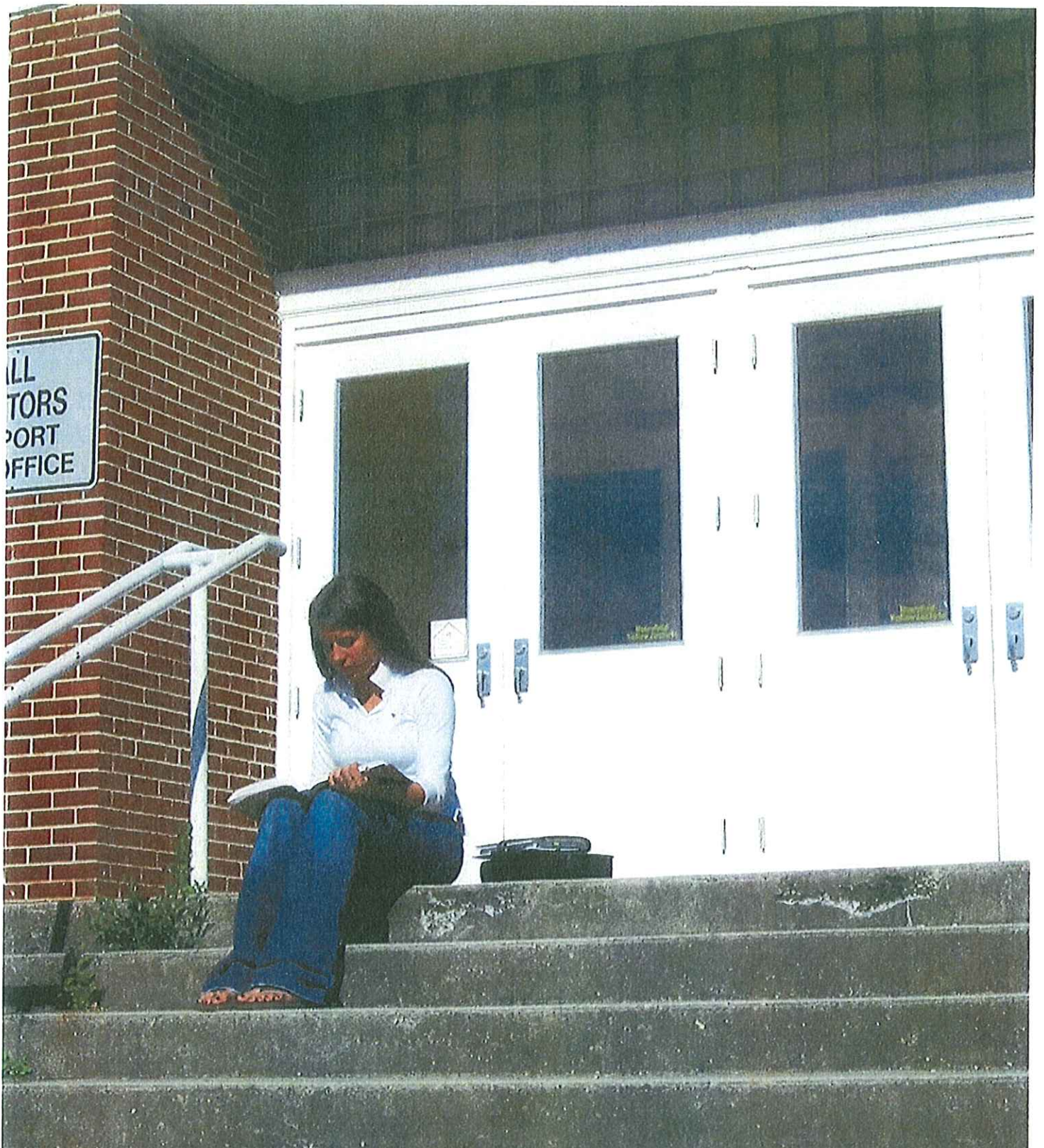
West Virginia Legislative Oversight Commission on  
Health & Human Resources Accountability (LOCHHRA)

Chairmen: Senator Roman Prezioso & Delegate Don Perdue

Presented by:

West Virginia Comprehensive Behavioral Health Commission





# REACHING EVERY CHILD

Addressing Educational Attainment of  
Out-of-Home Care Children in West Virginia



# **Advancing New Outcomes:**

*Findings, Recommendations & Initial Actions of the  
West Virginia Commission to Study Residential Placements of Children*

**INTERNAL WORKING DRAFT FOR COMMISSION REVIEW**



**March 15, 2006**

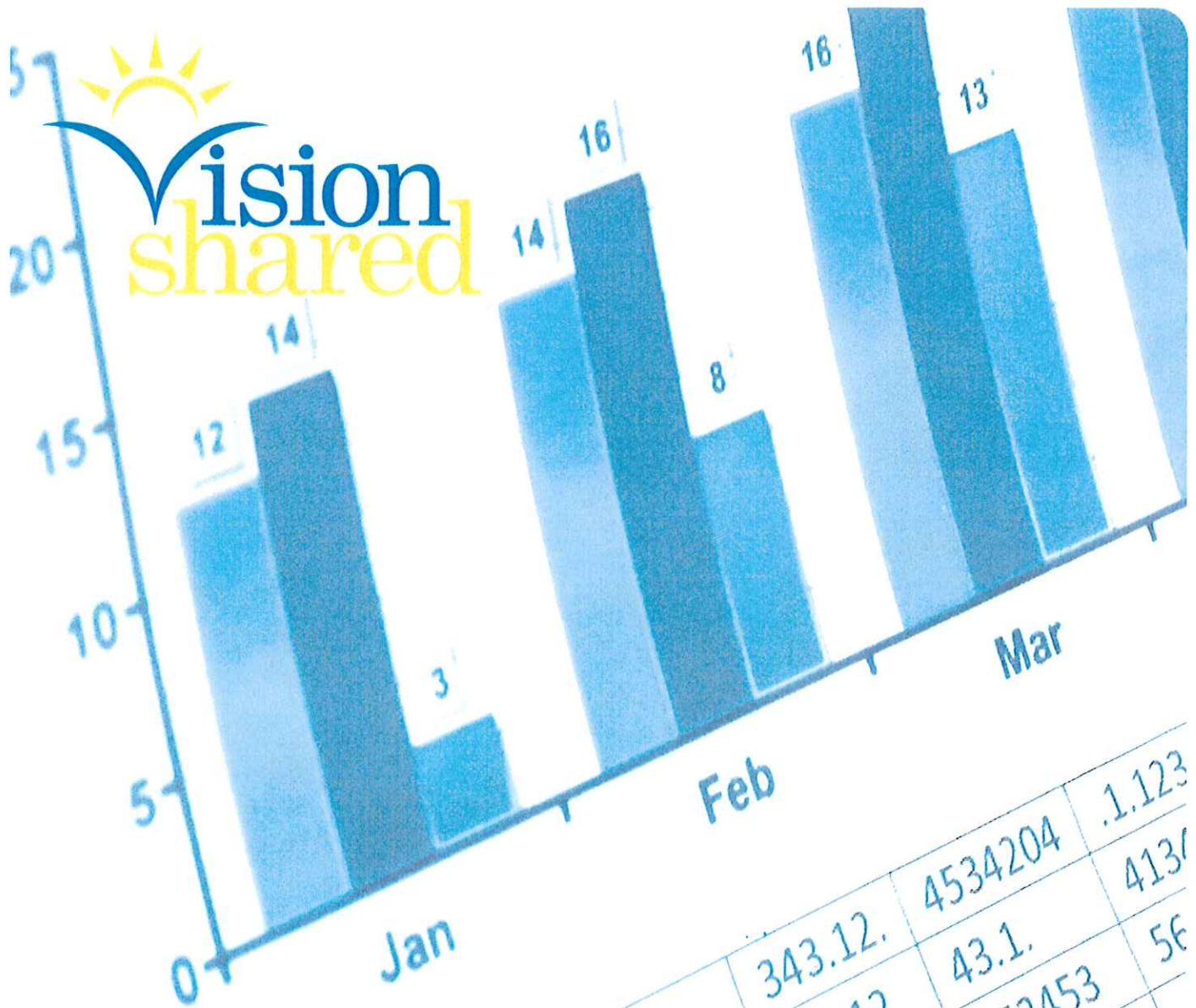
**Submitted to**

**The Joint Commission on Government and Finance  
West Virginia Legislature**

**Submitted by**

**Martha Y. Walker, Chair  
Cabinet Secretary  
Department of Health & Human Resources**





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# Performance Measures Report 2011

*Annual economic development update from Vision Shared Inc.*

Vision Shared Inc. • 1116 Smith St., Suite 301, Charleston, WV 25301 • (304) 344-4244  
[www.visionshared.com](http://www.visionshared.com)



# Mapping the Vision: 2005 - 2010

A Strategic Plan for High Performing  
Institutional Education Programs

OFFICE OF INSTITUTIONAL EDUCATION PROGRAMS  
*Transforming Lives Through Education*

**WEST VIRGINIA**  
Department of  
**EDUCATION**



# DRAFT

## WEST VIRGINIA

### HEALTH INSURANCE EXCHANGE

#### Public Forum Stakeholder Response Summary



west virginia  
OFFICES OF THE  
**INSURANCE**  
COMMISSIONER