



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

PURCHASE ORDER NO.
 HRDEV09

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

AGENCY COPY

*201144332 304-556-4839
 EPIPHANY CONSULTING LLC
 PO BOX 9296
 SOUTH CHARLESTON WV 25309

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
08/22/2008	NET 30	550778747	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
BLANKET OPEN-END STATEWIDE CONTRACT THIS IS A RE-AWARD OF DEP13883 AS A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE INTERNET BASED HUMAN RESOURCE RELATED PERSONNEL ASSESSMENT TOOLS AND RELATED SERVICES TO ALL STATE AGENCIES, POLITICAL SUBDIVISIONS AND GOVERNMENT ENTITIES. ***** THE LIFE OF THE CONTRACT WILL REMAIN UNCHANGED BEGINNING 02/01/2007 AND EXTENDS FOR ONE YEAR, AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR RENEWAL TERMS. ***** INVOICES MUST REFLECT THE SERVICE UTILIZED, THE NUMBER OF USERS OR HOURS. ***** EPIPHANY CONSULTING, LLC WILL PROVIDE AND INVOICE FOR THE FOLLOWING SERVICES LOCATED ON THE COST PAGE: 1. ASSESSMENT PRICE OF \$4.00 PER EMPLOYEE, PER AGENCY,					

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 AUG 25 2008
Beverly Toler

F APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *Jr 8/22/08*

APPROVED FOR
 ONE FISCAL YEAR
Dwayne Workfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

OPEN END
 TOTAL
 BY *Ann Adkins* 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE *8/22*

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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AUDITOR
 *201144332 304-556-4839
 EPIPHANY CONSULTING LLC
 PO BOX 9296
 SOUTH CHARLESTON WV 25309

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0001	08/01/2008	EA	961-20	.00000	
<p>PER MONTH. 2. WEB SITE FEE OF \$695.00 PER YEAR, PER WEB-SITE EITHER EPIPHANY CONSULTING LLC OR 20/10 CONSULTING LLC WILL PROVIDE AND BE INVOICED FOR THE FOLLOWING SERVICES 3. MBA WORKSHOPS - \$1,000.00 PER HALF DAY SESSION. 4. CERTIFY AGENCY TRAINERS TO CONDUCT MBA WORKSHOPS - \$1,000.00 PER TRAINER, PER WORKSHOP MODULE. 5. ADDITIONAL CONSULTING SERVICES - \$150.00 PER HOUR. WEST VIRGINIA STATE AGENCIES UTILIZING 20/10 CONSULTING SERVICES WILL BE INVOICED DIRECTLY BY 20/10 CONSULTING AND WILL PAY 20/10 CONSULTING DIRECTLY.</p> <p>CONSULTING (NOT OTHERWISE CLASSIFIED)</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: THE CONTRACT SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA AND OTHER STATES.</p>					
					TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



August 20, 2008

Reference: Contract No. HRDED09 – Epiphany Consulting, LLC

20/10 Consulting, LLC is a subcontractor for Epiphany Consulting, LLC under Contract No. HRDEV09 for the state of West Virginia and will adhere to the pricing parameters as stated in said contract.

Upon receipt of each contract release, Epiphany Consulting will determine whether Epiphany Consulting or 20-10 Consulting will be providing the additional services that may be needed.

Epiphany Consulting LLC will provide and be invoiced for:

1. Assessment Price of \$4.00 per employee, per month
2. Web site fee of \$695.00 per year, per web-site

Either Epiphany Consulting LLC. OR 20/10 Consulting LLC will provide and be invoiced for the following services:

3. MBA Workshops - \$1,000 per half-day session
4. Certify Agency Trainers to Conduct MBA workshops - \$1,000 per trainer
5. Additional Consulting Services - \$150 per hour

WV State agencies utilizing 20/10 Consulting services will be invoiced directly by 20/10 Consulting and will pay 20/10 Consulting directly. 20/10 Consultant's contact information is as follows:

Karen D. Bragg, Co-managing Director, karen.bragg@20-10consulting.com, 304-556-8279
Gina L. Pertee, Co-managing Director, gina.pertee@20-10consulting.com, 304-556-8281

Physical Address:

20/10 Consulting, LLC
Chase Tower, Eighth Floor
707 Virginia Street, East
Charleston, WV 25326

Mailing Address:

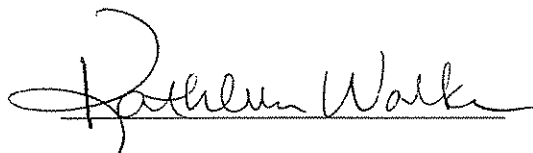
20/10 Consulting, LLC
P.O. Box 1588
Charleston, WV 25326-1588

Remit to Address:

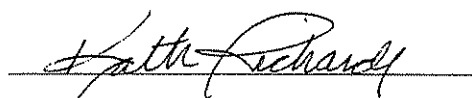
20/10 Consulting, LLC
P.O. Box 2194
Clarksburg, WV 26302-2194

FEIN: 26-1560578

WV Vendor No.: 409161843

A handwritten signature in cursive script, appearing to read "Kathleen Walker", written over a horizontal line.

Kathleen Walker

A handwritten signature in cursive script, appearing to read "Kathi Richards", written over a horizontal line.

Kathi Richards

SCOPE OF WORK

This contract between the State of West Virginia and Epiphany consulting requires Epiphany to provide internet based human resource related personnel assessment tools and related services for managers within various state agencies as described below.

A. ASSESSMENT TOOLS

General Description

These assessment tools assist managers with various aspects of managing, hiring and training of their employees. More specifically, the assessment tools provide human resource aide in the following areas:

- New employee selection
- Employee placement
- Career development and coaching
- Succession planning
- Promotions
- Self-improvement
- Job description development
- Leadership development
- Team development
- Customer service excellence

Assessment Tools and General Description

1. ProfileXT

The ProfileXT is a multipurpose "Total Person" assessment used for selection, development, training, promotion, managing and succession planning. Researched and developed to be job related and provide insights for effective human capital resolutions.

Profiles also offer a sales assessment, the ProfileXT Sales, to assist sales leaders in identifying, developing and retaining people with an innate talent for selling. ProfileXT Sales provides important information on thinking style, behavioral characteristics and occupational interests on current employees and candidates.

SCOPE OF WORK

This enables sales leaders to accurately predict success in a given sales position, develop strategic succession planning, and implement employment/redeployment programs. This tool allows leaders and organizations to effectively drive sales, increase employee satisfaction and leverage top performers to increase market penetration.

2. Step One Survey II

The Step One Survey II provides companies with a structured interview process and attitude assessment that evaluates job applicants' integrity and attitudes towards substance abuse, reliability and work ethic.

3. Customer Service Profile

The Customer Service Profile assesses the attitudes and customer service proficiency of employees and job candidates in each of the following industries: Healthcare, financial services, hospitality, business services and retail.

4. Profile Sales Indicator

The Profile Sales Indicator assesses key qualities necessary for sales success and predicts critical sales behaviors that affect performance.

5. Profiles Performance Indicator

A leader's guide for all managers, the Profiles Performance Indicator measures key behavioral factors and their impact on business success, providing managers with information that makes each employee more valuable and productive.

6. Profiles Team Analysis

The Profile Team Analysis outlines team members' characteristics compared to the team leader. This gives the team leader insight into the role he or she must play to keep team members focused and to achieve team objectives.

SCOPE OF WORK

Assessment Tool Requirements

The assessment must provide applicant and employee information on the following:

- Attitudes regarding integrity, work ethic, reliability and probability of substance abuse
- Cognitive ability and learning capacity
- Occupational interests
- Behavioral traits, interpersonal sensitivity, management style, productivity, quality of work, initiative, teamwork, problem solving, and adapting to change.
- Team compatibility and balance, looking at overall strengths and weaknesses and quality of teams.
- Customer service behavioral characteristics, providing easy comparison of an individual's behavior traits, proficiencies, and perspective on customer service.

The assessment must be conveniently administered on the internet, allowing access to employees and job candidates anywhere there is available internet access. Paper and pencil must be optional and available upon request. Results must be available immediately and should be easily shared with decision makers within the agency.

Assessments must not be timed.

Assessments should not require any protecting/administration.

Must have the ability for 24/7 access to an account where assessments and data are stored. Data storage and access should be redundant and based on state-of-the-art infrastructure, with a seamless all-in-one delivery system.

Must have the ability to supply an assessment account that is user name and password protected.

Must be able to produce technical manuals supporting reliability and validity.

Must have documentation to support securing of data satisfactory end-user.

SCOPE OF WORK

Must have a full range of assessments for pre and post hire use, including normative and ipsative type assessments; integrity assessments and a 360 degree feedback system.

Must be available to customize by division, manager, position, geography, or any combination of these factors.

Must not require certification and/or interpretation for use; must also have a user's guide and reference guides available for employee use in understanding the assessment output. Should demonstrate full customer service capability and ability to train on the use and application of assessment.

Assessments should be easy to understand, and reports should be pleasing to the eye as well as intuitively navigated. Reports should be available, where appropriate, for individuals, groups and the entire department. Each assessment must be scientifically constructed, thoroughly tested, and rigorously validated.

Must meet all requirements of the EEOA, the ADA and the Civil Rights Act. Each must also meet or exceed applicable requirements as noted by the U.S. Department of Labor on the use of assessment in the workplace.

The site must allow multi-user clients with defined access for each user. Multiple users who can view information, schedule assessments, build benchmarks/job patterns and print assessment results.

Job specific patterns on all positions must be available.

The assessments should allow for the easy development of benchmarks/job patterns for specific jobs and allow for manual adjustments of patterns created from one or more from a variety of options (other employee assessments, supervisor questionnaires, an assessment library provided by the vendor).

Patterns should be easy to understand and clearly relevant to the job.

Patterns must show a high correlation to on the job performance and success.

SCOPE OF WORK

COSTS

1. Assessments Price

Epiphany Consulting shall provide the suite of six (6) human resource assessments tools to each department and or agency in its' entirety for a flat rate usage at a rate of:

\$4.00 per employee, per month

2. Web-site fee: Profiles International will provide a virtual assessment center internet delivery system to each department and or agency in its' entirety at a rate of:

\$695.00 per year, per web-site

3. MBA (managing by assessment) work shops: Facilitate sessions and or meetings focused on understanding, gaining experience with, planning the use of and receiving education on the assessment suite.)

\$1,000.00 per half-day session

4. Certify agency trainers to conduct MBA work shops:

This will include: training the trainer, and materials that will allow the end-user to use in house trainers to conduct workshops on the suite of assessments.

\$1,000.00 per trainer, per workshop module

5. Any additional consulting services: : (Implementation support including project management, administrative support, process design and implementation, problem solving, needs assessment, website and

SCOPE OF WORK

administrative training, conflict resolution, stakeholder understanding and acceptance, and best practice usage of the assessment suite)

\$150.00 per hour

Ordering Process

State Agency Order Procedures: Spending unit(s) shall issue a written state contract order (WV-39) and send to Beth Williams at the Personnel Office for DOP/Director review, approval and processing.

Political Subdivisions and Government Entities Order Procedures: Place orders directly with vendor.

Epiphany Consulting Contract Coordinator:

Kathleen Walker
304-556-4839 (P)
304-342-4300 (F)
epiphany@suddenlink.net

Standard State Terms and Conditions

Life of Contract: This contract becomes effective on 02/01/2007 and extends for a period of one (1) year or until such "reason able 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.

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.

SCOPE OF WORK

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.

Cancellation: the Director of Purchasing reserves the 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. Provided that the vendor has been formally notified of any such deficiencies and given a mutually agreed upon time to cure.

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 the emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

Quantities: Quantities listed in the requisition are approximations only, based on estimates supplied by the state spending unit, 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.

Bankruptcy: in the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

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

SCOPE OF WORK

agreements or maintenance agreements, including any electronic medium such as CD-ROM.

Purchasing Card Acceptance: The State or West Virginia currently utilizes a Visa purchasing card program which is issued through a bank. The successful vendor must accept The State of West Virginia purchasing card for payment of all orders placed by any state agency as a condition of award.

REV 07/16/2007



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VENDOR TO

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 EPIPHANY CONSULTING LLC
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LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		961-20	CONSULTING (NOT OTHERWISE CLASSIFIED)				
SIGNATURE _____				DATE _____			
							TOTAL

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APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE