

**Purchase Order**



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

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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  
 3

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

**AGENCY COPY**

INVOICE TO

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

VENDOR

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

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/16/2009		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				
CHANGE ORDER #03							
1. TO REPLACE SALES INDICATOR IN THE SUITE OF SIX ASSESSMENTS WITH WORKFORCE COMPATIBILITY. SEE ATTACHED.							
2. TO PROVIDE A CORRECTED DESCRIPTION OF PROFILE XT. SEE ATTACHED.							
***** NO ADDITIONAL CHANGES *****							
						PURCHASING DIVISION CERTIFIED ENCUMBERED  APR 20 2009  <i>Beverly Toler</i>	
						PREVIOUS PO TOTAL==>      OPEN END PO NET CHANGE (+)==>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *4/16/09*

OPEN END  
 TOTAL

*James S. Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY JO ANN ADKINS 304-558-8802  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

## 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 Cover 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 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."



RECEIVED  
2009 APR 16 AM 10:17  
WV PURCHASING  
DIVISION

April 1, 2009

Change Order:

Contract Number: HRDEV09

As of April 1, 2009 Epiphany Consulting will be replacing the language on the description of the assessment tool of the Profile XT in the suite of six assessments that is listed in our contract HRDEV09.

Description should read:

Profile XT- The Profile XT is a multipurpose "Total Person" assessment used for selection, development, training, promotion, coaching, self-improvement, job description development and succession planning. Researched and developed to be job related and provide insights for effective human capital resolutions

This assessment produces (10) ten different informative reports:

Individual Report-Providing a guide for self-understanding.

Placement Report- for putting the right people in the right jobs using Job Match Patterns.

Multi-Job Match Report-Used for succession planning.

Multi-Candidate Match Report-Compares the attributes of several candidates to the requirements of a specific job.

Coaching Report- Used for training, development, and motivation.

Job Analysis Report- Ideal for accurately defining job requirements and job descriptions.

Summary Report- Gives you a snapshot of essential information about the employee and job candidates.

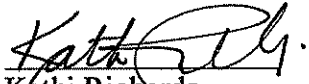
Graph Report- A visual representation of Job Match data.

Sales Placement Report- matches top performers to sales positions within your organization.

Sales Management Report- focused on sales training, development and motivation.

The Profile XT is an assessment tool that gives a thorough analysis of people, job responsibilities, and Job Match that satisfies all requirements of the EEOC, ADA, DOL and the Civil Rights Act. It measures only those factors relevant to selecting the best

people to fit the requirements of specific jobs. It is an extremely valuable selection and management tool that will help you build a stronger, more productive government.

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

Kathi Richards

Epiphany Consulting  
303 Washington Street W  
Charleston, WV 25302  
304-556-4839



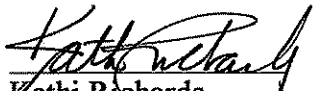
August 1, 2008

Change Order:  
Contract Number: HRDEV09

As of August 1, 2008 Epiphany Consulting will be replacing the Sales Indicator in the suite of six assessments that are listed in our contract HRDEV09 to the Workforce Compatibility.

**Workforce Compatibility:** This powerful tool provides valuable insight into workplace compatibility between a manager and their employees. The tool measures and compares seven working characteristics between the manager and employee, and it provides guidance on how these characteristics impact their working relationship. Specific recommendations based on these comparisons are recommended to improve employee/manger communication, reduce conflict and increase productivity.

This will enhance your package by impacting the State of West Virginia employee base in resulting in a more engaged, productive and positive working relationship between manager and employee.

  
Kathi Richards  
Epiphany Consulting  
303 Washington Street W  
Charleston, WV 25302  
304-556-4839

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			RECEIPT TICKET FOR PURCHASE ORDER:		HRDEV09		
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	961-20		CONSULTING (NOT OTHERWISE CLASSIFIE		_____	_____	
		SIGNATURE _____	DATE _____				
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BY \_\_\_\_\_  
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