

Chairman:
CRAIG A. GREENING
Members:
Q. J. HUMPHREYS
DENNIS C. MILLER
JOHN L. PARKER
DIANA STOUT
EVERETTE SULLIVAN

**Committee for the
Purchase of Commodities and Services
from the Handicapped**

ROOM E-108
STATE CAPITOL BUILDING
CHARLESTON, WEST VIRGINIA 25305-0139

Ex Officio Members:
DICK ESTILL
Executive Secretary
DANNY MYERS
Executive Director
West Virginia Association
Rehabilitation
Facilities

MINUTES
July 25, 1991
SMALL P & P CONFERENCE ROOM
WEST VIRGINIA REHABILITATION CENTER COMPLEX
INSTITUTE, WEST VIRGINIA

The meeting of the Governor's Committee for the Purchase of Commodities and Services from the Handicapped was called to order at 9:30 a.m. by Dennis Miller, Vice-Chairman. Members in attendance were Q. J. Humphreys, John Parker, Diana Stout, Dennis Miller, and Everette Sullivan. Ex officio members in attendance were Danny Myers and Dick Estill.

Everette Sullivan moved, seconded by Q. J. Humphreys, that the minutes of June 27, 1991, be approved. Minutes were approved unanimously.

The treasurer's report was deferred to the end of the agenda because of late arrivals.

The next order of business was contract presentations--the first being a contract (Contract #12) tabled during the June 27, 1991, meeting. This contract between the Sheltered Workshop of Wood County and the Cedar Lakes Conference Center involves bulk mailing and assorted hand operations. Everette Sullivan motioned, seconded by John Parker, that this contract be renewed, using the Committee's Standard Price Lists for bulk mailing and hand operations. Motion passed unanimously.

The CNA had no other contract presentations; however, it was announced that a meeting would be held August 15, 1991, in the small P&P conference room on electronic filing and duplication. This new technology will ultimately replace microfilming in its various configurations. In addition to interested work centers, the CNA invited all known records managers in various state agencies and gave the Committee an overview of this new technology.

Following this meeting, interested work centers are also invited to a meeting on rest stop maintenance immediately afterward.

The CNA presented a problem to the Committee for resolution. It was recently learned that the Eastern Panhandle Training Center was performing mail pre-sorting services for Shepherd College and for the Department of Health and Human Services. The two contracts have probably been in place a few years. The annual dollar volume of the contract with Shepherd College is approximately \$500 to \$600, and the DHHS pre-sort contract value is unknown. Everette Sullivan motioned, seconded by Dennis Miller, that the Chairman, Mr. Greening, correspond with EPTC by letter, informing them that these two contracts need to be formally submitted to the Committee for

approval in the future. Motion passed unanimously. Danny Myers observed that they are technically in violation of the Code since neither portion of this work was bid competitively. The Committee approval route is the only mechanism legally recognized for approving contracts without competitive bidding.

Mr. Myers provided the Committee with a memorandum in which he discussed the sharing and allocation of microfilming work between Precision Services and the Preston County Sheltered Workshop. Attached to the memorandum was the written agreement entered into by both facilities and correspondence from the Preston County Sheltered Workshop Board of Directors. It would seem that a formal grievance will be filed with the Committee by both parties unless an amicable resolution of the contract, particularly centering around allocation of work, is forthcoming.

The final order of business was devoted to filing expense reports of Committee members and procedures to be followed. Diana Stout reviewed with Committee members the procedures to be followed for reimbursing non-governmental Committee members for expenses involving travel to Committee meetings and for per-diem. All expenses of the Committee membership will be governed by state travel regulations.

There being no further business to be brought before the Committee, it was in adjournment with the time and place for the next meeting being Monday, August 26, 1991, at 9:30 a.m. at the Small P & P Conference Room at the West Virginia Rehabilitation Center Complex, Institute, West Virginia.

Craig A. Greening, Chairman



John L. Parker, Recorder

PHONE NUMBER : 304 348 3970
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JUL 23 1991 12:31 EASTERN PANHANDLE TRAINING CNTR1

P.1/3

EASTERN PANHANDLE TRAINING CENTER

ROUTE 6, BOX 271 • MARTINSBURG, WEST VIRGINIA 25401 • (304) 754-7921

MESSAGE

REPLY

DANNY NYCES
766-4607

2 pages to follow

DATE _____

DATE _____

*Attached is original present
 contract with DHHR. Shepherds
 is the same. They have
 handled the paperwork to get
 a new p.a. each year.*

SIGNED _____

WJF

Eastern Panhandle Training Center
Route 6, Box 271
Martinsburg, WV 25401
Phone (304) 754-7921

Joel C. Galperin, Director

David B. Hollingsworth, Assistant Director

CUSTOMER CONTRACT

Agreement, made this 12th day of January, 1983, between Eastern Panhandle Training Center, hereinafter referred to as EPTC and WV Dept of Welfare, Area #5, hereinafter called the customer.

WITNESS THAT: CUSTOMER does hereby employ EPTC and EPTC accepts employment upon the terms, subject to all other conditions elsewhere in the contract and for the consideration as hereinafter stated.

SECTION I - SERVICES

EPTC shall render services to the Customer for so long as the customer shall agree, subject to the terms regarding termination of this agreement. The service to be rendered by EPTC to the customer is the sorting of customers first-class mail or third class mail in order to qualify Customer for presort discount mailing rates as specified by the United States Postal Service.

SECTION II - COMPUTATION OF CHARGES

*DHHR
2.1 cents
2.0 Shepherd*

- A. Consideration - Customer agrees to pay to EPTC, \$0. 015 per first class piece qualified in the presort category. Customer agrees to reimburse EPTC for any and all additional postage incurred when residual volume, as defined in paragraph B exceeds five percent of the total number of mail pieces contained in the total Customer mailing. International, mail without zip code and mail without postage shall also be included as pieces not qualifying for the presort discount rate.
- B. Definition of "Residual Volume" - That volume of otherwise regular first-class mail which shall not qualify for the United States Postal Service presort discount rate shall be known as residual volume. The following Postal Service requirements are necessary to qualify for presort discounts:
 - (1) Ten(10) or more pieces of otherwise qualified mail presorted and grouped under any one five digit zip code;
 - (2) Fifty (50) or more pieces of otherwise qualified mail presorted and grouped under any one three digit zip code.
 - (3) Fifty (50) or more pieces of otherwise qualified mail presorted and grouped under any one United States Postal Service Section Center Facility zip code. Subparagraph (3) of paragraph B shall not include any pieces included in Subparagraph (1) and (2) of paragraph B.

SECTION V - UNITED STATES POSTAL REGULATION

All provisions of this contract shall be subject to governing regulations of the United States Postal Service, and laws of the United States. Where mandated by such law or regulation, this contract shall be modified in whole or in part to comply with any requirements imposed by such laws or regulations. This contract shall be subject to renegotiation in the event of rate changes for qualified first class presorted mailings, as may from time to time be established by the United States Postal Service. In the event that the presorted discounts shall be terminated by the United States Postal Service, this contract shall become null and void.

SECTION VI - TERMINATION OF CONTRACT

This contract may be terminated by the Customer or EPTC upon written notice not less than 24 hours in advance.

IN WITNESS WHEREOF, the parties set their hands and seals this 12th day of January, 1983.

EPTC

APPROVED AS TO PROVISION AND TERMS
Donald D. Furler
DIRECTOR, PURCHASING DIVISION

By Joel Waly
Authorized Officer or Agent

WV DEPT OF WELFARE - AREA OFFICE 5
Company Name of Customer
P. O. Box 1247, Martinsburg, WV 25401

APPROVED
Pursuant to the provisions of Chapter 5A, the Official Code of West Virginia 1931, AS AMENDED
STATE OF WEST VIRGINIA
DEPARTMENT OF FINANCE & ADMINISTRATION

By Charles D. Brown
Authorized Officer or Agent

Arnold T. Margolin
ARNOLD T. MARGOLIN, Commissioner

John H. Murray
COMMISSIONER
WV DEPARTMENT OF WELFARE

Approved as to form this 3
DAY OF March, 1983

CHAUNCEY H. BROWNING
ATTORNEY GENERAL
BY Freddie Steer
ASSISTANT ATTORNEY GENERAL

M-E-M-O-R-A-N-D-U-M

TO: Governor's Committee
FROM: Danny K. Myers, M.A. CNA Executive Director
RE: Dispute over share of microfilming allocation
DATE: July 25, 1991

Attached are documents related to the an agreement between WVARF, Preston County Sheltered Workshop and Precision Services to provide microfilming services to the state. Preston County does not feel that the section related to allocation of work is fair to them in that it does not promise a equal allocation of work and has accordingly refused to sign the agreement. Precision Services feels that an equal allocation will result in their bankruptcy, that Preston is unwilling to pay for half of the expenses of marketing, that poor quality of work by Preston County has placed the contract in jeopardy. The purpose of these documents is to inform the Committee of this dispute. All parties to the dispute have agreed to a meeting to negotiate differences. Since it is unlikely that the outcome will be successful, information is being provided for the Committee's input at this time. Exhibit 1 is the agreement under dispute, specifically on page 4 "allocation of work" and "marketing". Exhibit 2 is a letter from Preston County refusing to sign the agreement (exhibit 1). Exhibit 3 is the last agreement between the two facilities. Attention is drawn to paragraph C related to division of work. Exhibit 4 is a letter from Precision suggesting possible allocations of marketing expenses.

EXHIBIT 1

AGREEMENT

between

The West Virginia Association of Rehabilitation facilities
and
Precision Services
and
Preston County Sheltered Workshop

This document entered into on June 1, 1991 serves as an agreement between the West Virginia Association of Rehabilitation Facilities, hereinafter referred to as WVARF, and two of its affiliated Work Centers, Precision Services, hereinafter referred to as PSI and the Preston County Sheltered Workshop, hereinafter referred to as PCSW for the provision of microfilm services to the State of West Virginia under the terms of the statewide microfilm contract. This agreement shall continue from month to month for as long as WVARF maintains the statewide microfilm contract, except as amended by mutual agreement of all parties. Any party may cancel their participation in this agreement upon thirty days written notice to the other parties.

GENERAL PROVISIONS

The specifications and terms of this contract, as they relate to the relationship of PSI to PCSW, cover any joint microfilm ventures, public or private, mutually undertaken by PSI and PCSW.

As placed on the procurement list by the Committee for the Purchase of Commodities and Services from the Handicapped (hereinafter Committee), WVARF is the designated vendor to contract with the State. Nothing in this agreement shall be interpreted to be in conflict with the Code of West Virginia or with the rules of the Committee. PSI and PCSW are work center subcontractors.

PAYMENTS/CONSIDERATION

In exchange for these services, WVARF agrees to pay the lead work center (PSI) according to the attached payment schedule (less four percent administration fee) for work outlined on the schedule. The lead work center is to pay PCSW within one day of receipt of payment from WVARF. (In the event of disputes or by mutual agreement WVARF may pay the work centers directly). WVARF should be invoiced on the first business day following delivery of service or on a monthly basis for services delivered for the previous month. WVARF will invoice the State of West Virginia within one business day of receipt of invoice from the lead work center. Payment to work centers is to be made within two business days of receipt of payment from the State. Payment from WVARF is not due until payment is received from the State.

MATERIALS, EQUIPMENT, SUPPLIES

Each work center is responsible for supplying all labor, supplies, materials and equipment needed to complete their segment of a job.

LEAD WORK CENTER DESIGNATED

PSI is designated by WVARF to be the "lead work center" and is responsible for overseeing all jobs to assure compliance with client specifications and that the quality of work meets the standards outlined in this agreement. The lead work center will be responsible for the allocation of work between PSI and PCSW (See paragraph 3 below).

INSURANCE

Work centers warrant that they maintain current liability and Worker's Compensation insurance and agree to hold harmless WVARF for any and all claims arising from the service or products provided under this agreement.

QUALITY ASSURANCE INSPECTIONS AND PENALTIES

Work centers are expected to maintain professional standards of quality in the performance of duties under this contract. Failure to maintain adequate professional standards, in the opinion of the WVARF and state contracting officer, may result in termination of this agreement. Under the code of West Virginia the Central Non-Profit Agency (CNA/WVARF) is responsible for the maintenance of program standards. To participate in the program, work centers are required to submit to full disclosure to the CNA of any and all financial, inventory, safety, or other records related to this contract and to make its facilities, staff and work samples available for inspection by the Committee, WVARF or the lead work center.

WVARF reserves the right to reject work that does not comply with requirements established by the State of West Virginia or itself. As lead work center, PSI is responsible to reject work of PCSW that does not comply with the standards set by the State of West Virginia or WVARF. In the event of noncompliance with these standards, this agreement can be terminated at the discretion of WVARF with 30 days written notice.

Expenses incurred by a work center to correct a mistake, repeat a task or to improve upon completed or uncompleted work in order to meet job specifications, are the responsibility of the work center originally assigned the work.

If either work center cannot complete a specific job, for any reason, the remaining work center will assume the responsibility for completing the work. All costs to finish the job will be paid by the defaulting contractor. If neither work center is capable of completing a job, outside subcontractors, approved by WVARF, may be utilized on a case by case basis.

QUALITY ASSURANCE STANDARDS AND SPECIFICATIONS

A work specification order designed by the lead worker center shall be used to determine exact time lines and specifications for each job. Quality control procedures shall be established which are implemented at the beginning, at key points and at the end of each job. A telephone review of work specifications order will be made prior to the initiation of each job.

To insure that a high level of quality is maintained, work centers will inspect all completed work before it is returned to the customer. The following is a list of quality control procedures:

- a. Inspect 100% of each role of film for blurs, folded documents, scratches, handprints, shading and double documents or any other abnormalities.
- b. Check and record density reading for each roll of processed film. Density control sheets are to be filmed at the beginning and end of each roll.
- c. All jobs are to be returned in the order they were received unless otherwise specified.
- d. Jobs are not to be started without a work specification order filled out and signed by the lead contractor. Changes in job specifications must be reported in writing within one day of such change and signed.
- e. Three paper files per box, one in the beginning, middle and end, are to be compared to microfilm, document by document. If an error is found every tenth file shall be compared, document by document. Every file shall be compared, document by document, if errors are still found.
- f. Clean, white, cotton gloves are to be worn when handling film or jackets.
- g. A label shall be attached to each job box indicating the person who filmed, prepared and typed the work in it.

- h. Before filming, an index shall be ^{PREPARED} ~~typed~~ listing each file in the box. DG
- i. Comply with specifications outlined in State microfilm contract.

GRIEVANCE PROCEDURE:

PSI is responsible for routine customer contact regarding scope of work, problems, marketing, etc. In the event of any problems, the lead work center should be contacted first to attempt to resolve the difficulty. Problems that are not immediately and smoothly resolved shall be referred to WVARF. WVARF should never learn of a problem first from the State.

Work centers are to maintain a log of complaints formal or informal filed by State personnel or the other work center. Copies of logs or complaints are to be sent to WVARF. If necessary State grievances will be resolved by agreement of WVARF and the Chief State Contracting Officer.

In case of irreconcilable differences between work centers, the Executive Director of WVARF and/or the Executive Committee of WVARF will act as arbitrators in settling disagreements. Appeals of WVARF decisions may be made to the Committee.

In the event of a dispute involving an action of WVARF a formal grievance may be filed with the Committee for resolution.

ALLOCATION OF WORK

The lead work center will supply PCSW with work that PSI does not have the capacity to handle on its day shift. Whenever possible this is to be done prior to the lead work center assigning work to its evening shift. All 35mm work and jobs requiring the microfilming of checks shall be allocated to PCSW.

MARKETING

The lead work center will market microfilm services to state agencies throughout the State. PCSW will pay PSI 12% of all state work obtained through PSI marketing efforts. (PCSW will pay PSI 84% of gross invoice, this includes 12% to PSI and 4% WVARF fee.)

Procedure for Change: This agreement may be modified at anytime upon mutual agreement of all parties involved.

EXCEPTION TO WVARF INVOLVEMENT IN STATE OR POLITICAL SUBDIVISION
SALES

This agreement does not apply to WVARF for contracts with the state or political subdivisions which are achieved on the basis of competitive bidding. This agreement does, however, apply to the relationship between PSI and PCSW in all joint endeavors.

EXECUTION

Execution of this agreement below binds parties to the terms and conditions contained herein and in the attached document.

Dorothy Gioudis
Executive Director, PSI

Executive Director, PCSW

J. H. Mann
President, Board of Dir. PSI

President, Board of Dir.

Executive Director, WVARF

Date _____

**PRESTON COUNTY SHELTERED WORKSHOP, INC.**

P.O. BOX 146
REEDSVILLE, WEST VIRGINIA 26547
Phone (304) 864-6446

July 18, 1991

Mr. Danny Myers, Executive Director
Rehabilitation Facilities, Inc.
P.O. Box 745
Institute, WV 25112-0745

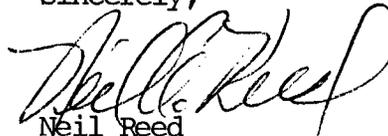
Dear Mr. Myers,

The Preston County Sheltered Workshop Board of Directors reviewed your proposed "Agreement" between WARF, Precision Services and our workshop at its meeting of July 10, 1991. The board, by a unanimous vote rejected the language appearing under the "Allocation of Work". The board requires an equal distribution of work in order for this agreement to become acceptable.

Opposing individuals suggest that this is not a fair requirement. Our board does not agree naturally. This agreement which has been in effect since the first signing has always required such a allocation. We have never, however, received anything nearly approaching our 50 percent share. It should also be recognized that PCSW entered in a loan agreement of approximately \$100,000 based on the theory of said 50 percent formula. It has been extremely difficult for this workshop to maintain its loan commitment without the appropriate share. The board feels that it can and will no longer accept less than its rightful share.

If you desire additional information, please contact me or call Richard Weekly our Executive Director to arrange for a meeting with our full board.

Sincerely,



Neil Reed
Attorney
Treasurer, Board of Directors

/ejs

cc: Precision Services

EXHIBIT 3

This letter shall serve as an agreement between Precision Services, Inc. (PSI) and the Preston County Sheltered Workshop, Inc. (PCSW). This agreement shall apply to all joint ventures mutually agreed upon by the two parties, specifically in regards to the West Virginia state-wide contract for microfilming services.

- A. As required by the state purchasing policies of West Virginia, PSI will act as the vendor. This does not imply that PCSW shall remain anonymous, or take on a sub-serviant status. Technically, however, PSI shall act as contractor, and PCSW as sub-contractor. In addition, PCSW shall have the option of being present at all meetings with the agency whose work is currently being microfilmed.
- B. It shall be the responsibility of both parties to maintain a level of quality that meets, and where possible, exceeds the requirements of the state of West Virginia. Should either party fail to perform as required the contract with the state can become null and void. Any expenses incurred by either party to correct and/or rectify a mistake, repeat a task to come into compliance, or in anyway improve upon completed or uncompleted work to bring back into job requirements, shall be born by the party that the work was originally assigned.
- C. It shall be the responsibility of the lead vendor to insure that work is divided as equally and evenly as practical or possible. This shall extend throughout the life of this contract, as well as regards, specific jobs.
- D. Should, at anytime, conditions exist that disqualify either party from performing or completing a specific task or job, the remaining party shall assume the responsibility of completing the work, with any additional costs in transportation, etc. being born by the defaulting party.
- E. Each workshop is responsible for supplying all labor and materials needed to complete their segment of the contract.
- F. Should any problems arise which should be brought to the attention of the customer, it shall be the responsibility of the lead vendor to contact the customer. In turn, the sub-contractor shall refer all problems to the contractor.
- G. In the case of irreconcilable differences, the Executive Director of the West Virginia Association of Rehabilitation (WVARF) and/or the Executive Committee of WVARF will act as arbitrators in settling the disagreement.
- H. Both workshops will meet at the start of each contract to discuss procedures for filming and billing.
- I. This contract applies only to state agencies, not political sub-divisions.

Elizabeth Xanter-Bryant 4/25/89
Executive Director, PSI DATE

Richard L. Ashley 2/10/89
Executive Director, PCSW DATE

W. E. Gault
President, Board of Directors, PSI DATE

Stephen J. Decker 2/21/89
President, Board of Directors, PCSW DA



Precision Services, Inc.

5/25/90

Dear Richard,

Just wanted to write and recap to you the conversation I had with Debbie concerning how to cooperatively market our services. She said she called at your request.

The ideas I had were as follows: ① pay half of the day's wages and expenses for each day our marketing person works on a potential state job - he also gets 2% of the billing as a commission ② you pay a percentage of the amount of the contract you receive to cover marketing expenses ③ the two of us hire our own person to market for ourselves.

These are strictly brainstorming ideas. The third one I don't like at all but when you brainstorm everything suggested is written down.

I think it would be a good idea for you, Debbie Dot, myself and Danny Meyers from WVAREF to get together and come up with a good plan

2
5/25/90

I want to make sure that everyone is happy with what we decide.

Please get back to me by next week so we can pick a date for the meeting.

Thanks

lyj

P.S. I mailed these checks to you in this letter to save a stamp (ha, ha!)

Chairman:
CRAIG A. GREENING
Members:
G. J. HUMPHREYS
DENNIS C. MILLER
JOHN L. PARKER
DIANA STOUT
EVERETTE SULLIVAN

**Committee for the
Purchase of Commodities and Services
from the Handicapped**

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Executive Director
West Virginia Association
Rehabilitation
Facilities

AGENDA

Small P & P Conference Room
W.V. Division of Rehabilitation Services Complex
Institute, West Virginia

July 25, 1991

- I. 9:30 Roll Call
- II. Approval of Minutes of Previous Meeting
- III. Treasurer's Report
- IV. Report of Chairman
- V. Report of Executive Secretary
- VI. Contract Presentation from CNA
RENEWALS
Discussion of Public Service Commission
- VII. <sup>Wingfield -
Cafeteria -</sup> Unfinished Business
Meeting regarding D.O.H. Rest Stops
- VIII. New Business
- IX. Vendor Complaints/Grievances
Allocation of work on Microfilming Contract
DHHR Presort, Shepherd College Presort
- X. Sub-Committee Action Pending
 - A. CNA Quality Control Procedures
 - B. "One Shot" Contracts
 - C. Work Center's Capability, and "How to Determine"

Int met 12th
WVAs ltr. titled ch
& cross attached