

## MEETING MINUTES

March 18, 2015

### GOVERNOR'S COMMITTEE FOR THE PURCHASE OF COMMODITIES AND SERVICES FROM THE HANDICAPPED

The meeting was called to order at 10:00 a.m. March 18, 2015 at the West Virginia Rehabilitation Services office located at 10 McJunkin Road, Nitro, West Virginia.

**ATTENDANCE:** Kim Nuckles (Chairperson); Aaron Jones, Executive Director; Everette Sullivan, Brenda Bates; Mark Totten, Executive Secretary; Carol Jarrett, Recording Secretary.

Attended by Conference Call: Jan Smith, OP Shop

WVARF Staff: Aaron Jones  
Mark Jackson  
Gary Wolfe  
Roy Woodard

Guests: Craig Greening, Jackson County Developmental Center  
Debbie Birthisel, Green Acres Regional Center  
Joyce Birley, Goodwill Industries of Kanawha Valley  
Michael Hagg, Hancock County Sheltered Workshop  
John Hyre, Preston County Workshop  
Carla Cleek, Division of Rehabilitation Services  
Brenda Hellwig, Job Squad, Inc.  
Terah Klein, SW Resources  
Stephen Dickerson, Mercer County Opportunity Industries  
Jack Holcomb, Precision Services  
Megan Cobb, Department of Administration, Intern  
Douglas Auten, Division of Rehabilitation Services  
Tony Francis, Developmental Center and Workshop

ABSENT: Phillip Mason

### COMMITTEE CHAIR REPORT:

Ms. Nuckles: The meeting is called to order. Roll call was taken.

Ms. Nuckles: Do I have a motion to approve the minutes which I emailed a couple of weeks ago.

**MOTION #1**

**Mr. Sullivan, Madam Chairman, if no objections to the minutes, I move they be approved. Jan Smith seconded. Motion approved.**

Ms. Nuckles: I have developed a commodity or service pricing form on behalf of the Governor's Committee to use from this point forward for items and services offered. The Committee has reviewed the form and we have discussed it and I'm hoping we can vote on it today and get it pushed through. Prior to this meeting Purchasing reviewed this form and they have approved the form as is, they are in the process of currently reviewing the form with numbers completed but they approved the form as to form. I would like to move that we vote on this form and if we need to have discussion, let's go ahead and do that now.

**MOTION #2**

**Mr. Sullivan: Madam Chairman in order to get it on the floor for discussion, I make a motion we approve the pricing form as prepared.**

**Ms. Bates: Opposed – I need to discuss it.**

Ms. Nuckles: I think Everette was making a motion to get it on the floor for discussion.

Ms. Bates: I had some concerns regarding the form and I mentioned them to Kim. I think it is great to have a form, don't get me wrong, but I feel that I still have concerns about what Craig discussed last week about the difference between when we have fair market price for initial commodities or services and when there are change orders or renewals. I also had issues regarding the fact that the sentence says the price below is intended to serve as the price of the goods or services for the entire duration of the contract and my question on that was what happens if there are change orders? I also didn't really like using the term fair market value because both the law and the rules used the term fair market price. I also don't really like getting and I have said this many times, I don't like getting the three (3) prices, to me it is the same as getting three (3) bids. The law very specifically states that the Director of Purchasing will not require three (3) bids for commodities and services. I think we do need to have a form but I think the issues that we have raised as a Committee and that the CRP Association had raised need to be addressed before we can actually approve a form.

Ms. Nuckles: You had discussed with me on the telephone I think and email about the change orders and my response for everyone is that we are trying to stop the change orders. We cannot keep changing things during the term of the contract. A contract is what it is, if a contract is for a period of a year, you have got to work in the pricing within the terms of that contract. We can't keep having change orders and the point of the form for me is so that WVARF can do the sales part of it, you guys can build in the cost that you anticipate during the terms of the contract and one of my suggestions to WVARF was on the very bottom to put, here are expenses for transportation, we know

minimum wage is going to go up in a year so all of those things considered we are building those into the price of the contract so we don't have to keep doing these change orders. We can easily change the terminology and I agree with Brenda, the law says and we talked about that, if we need to change that and that is something I think we can vote on today.

I was not aware and you had not discussed this with me Brenda about you didn't like #4 and the different price – that you had to get the comparables as that is something new today. I didn't think you had any concern about that, I thought we were good to go so this is a new thing. That can be a problem because Purchasing has already approved this form and now we are going to have to start all over. I don't want to speak for Purchasing but I don't think they are going to approve it without the vendor price quotes.

Ms. Bates: And my reasoning for that and I have done a lot of research, my reasoning for that is that the law does say: The Director shall without competitive bidding purchase commodities and services produced and offered for sale by nonprofit workshops as defined in Section 1, Article 1 of this chapter. I feel that requiring the CRPs to get and we can call this what we want we can say we are not looking for low price but we are still requiring them to get prices and it is still the same as getting bids and I have concerns about that. I feel that unfairly puts an undue burden on the CNA and on WVARF.

Ms. Smith: I think that was very well put, I think she is correct.

Ms. Nuckles: I will let Mark say something but I think the position is these prices are comparables, they are not bids, we are not trying to bid, it is just comparable pricing what they are charging in the market. I certainly don't think it is a bid and I talked to the WVARF guys about this. The best part about this form and this pricing is that you guys get to charge a little bit more and that is the best part.

Mr. Wolfe: When you said to eliminate change orders that is impossible. It is all based on when there is a change in scope. I'm going to this one we have here for you, it makes no difference to us, I guess the state is telling us to change our mind set. That is West Virginia Lottery and she is here with us today. They called us three to four months ago and said, "we have three floors shut down, they are not cleaning them, but you are still paying for it."

Ms. Birley: We are taking the money for three floors but we are not cleaning and we don't feel very good about that either.

Mr. Wolfe: The state agencies are saying "can you take that off" - no; they are telling us we can't, what am I supposed to tell them? To say you are going to eliminate a change order, that is not possible unless you are saying we don't care what the state throws out there. Then when they call us and say we want to add some things, it is the same thing. Now the state agency is requesting, can you do this for me and I can sit and tell you as I

get them every day, no we are not going to do it unless we get paid for it and that is a change order.

Ms. Bates: Just to clarify also, this is not something that is just WVARF or just the CNA or just this Committee, change orders happen for state agencies every day, every day and so eliminating them it is just not practical. I agree that we should try to look at what is going to happen in the coming year and do the best job we possibly can but I read through minutes for the past year and a half and I have found that many times change orders have been approved for things such as mileage increases which is not a change in scope-of-work. Although contracts should be changed based upon scope-of-work sometimes it is something different and through the years, for many, many years those change orders have been accepted and approved by the Committee and then gone through Purchasing. I do have a serious concern about the three (3) bids again because that is not what is intended by the law. I certainly don't want to hold commodities up any more. I also looked back through many, many months of contracts and how many times we have approved the commodities and how much information has been presented and I have serious concerns about that also.

Mr. Wolfe: This form has nothing to do with change orders.

Ms. Nuckles: Mark Jackson actually sent me a change order dealing with the minimum wage increases. I redrafted and I sent it back to him and I put on there and it was almost like a separate form, this really isn't a change order form and Gary is right and I said to Mark and I think I called it modified service agreement/change order. I reworded that and maybe I should have brought that today to say as in that instance what that document actually said was the contract price was X, we have changed it to X and we had that 20%, \$2,000 thing in there and I said to them, we need to say something in there in terms of scope or what has changed so that agency or entity knows what has changed. So, I redrafted that and sent to him, maybe we could pass that around. What I was trying to do with this form was and I should have brought some examples because I have gone over this stuff with the WVARF guys, what they did is, they filled out for the eight previous contracts that the Committee had already voted on and approved. We used the Winan's and the Aetna quotes and that was great and actually they are on here. There is an example: Item or service offered: Janitorial services, Charleston and these are my notes and our General Counsel's notes and hey we don't need to do it by contract, it is janitorial services in Charleston. The current price is \$2.58 per sq. ft. and that is what I wrote here. Now your price is it 10% more than the quote below or what is it going to be? Our position was you can actually charge \$2.68 or more with the same narrative below including the administrative cost and the transportation cost factoring in the minimum wage will increase, etc. Because a lot of those quotes had gone down, there was one that was going to be \$1.80, \$1.70 and I said to them you don't want to put that on there, why would you want to charge that.

Mr. Wolfe: Here is why because you have to understand the whole concept of this. It says Winan's, \$2.44 per sq. ft. and that is what we talked about a long time ago. It says Aetna Intergrated, \$2.04 per sq. ft. This one I have for Moundsville is \$1.80 per sq. ft.

Sounds like we are way below the price but no it is like buying a car, Aetna and Winans gave you a price for a Cadillac and we are pricing a mid-size vehicle, we are not going to charge the state the Cadillac price for a mid-size vehicle so we are just being honest. The CRPs looked at it and said yes that is fair so it looks like it is less but the reason why is you are not comparing the building to building. You guys have to understand, it is just like buying a car, no two buildings are the same, Mark will tell you, Joyce knows and they all know. If we have a lot of resilient flooring and that is going to cost way more money.

Ms. Nuckles: And you know I understand what you are saying but our position is we care about fair market price.

Mr. Wolfe: It looks like we are lower price but we are not because we are not comparing apples to apples.

Ms. Nuckles: I know and we care about fair market price and if you can charge more and make more money, do it.

Mr. Wolfe: We are doing that within reason. We are doing what is fair for both the state agency as well as the CRP. We are doing that if they both agree with it.

Ms. Nuckles: That is why we want to be able to charge that and have that range so that if things come up the cost is already built in.

Mr. Wolfe: You have one too Kim that says \$2.75 per sq. ft. That is higher than both of these. Again, we were talking about buildings that had a lot of expensive stuff in them.

Mr. Jackson: The other big issue is the scope-of-work that we are going to be comparing, not just buildings but the scopes-of-work among the agencies. DRS and their buildings are probably similar, DHHR their buildings are probably similar. DOH office is probably different than a DHHR office. Even their buildings there are different scopes-of work with that.

Mr. Wolfe: I also filled out the forms for some of these guys who are here representing laundry, I did the water and I did those comparisons and filled that form out, so it is all there.

Mr. Totten: Let's go back to talking about bids equating #4 to collection of bids and #4 does not use the word bid and in no way is this solicitation of bids. I think we can take that concern off the table and I am free to discuss that in any way possible. The last few meetings no one is looking for a lower price. The goal of #4 is to determine fair market value not whose got it for less? I understand buildings are different and to me this does not conflict with the reality of how different buildings are, how different agencies buildings are.

Ms. Bates: Again I think that is a matter of semantics if you are asking for a price whether you are asking for it to get comparable, when you are asking for a bid, you are determining what the price is. The state happens to go for the low price but you are still asking for three prices and that is my concern. If the CNA is ok with this and if Jan, representing the CRPs is ok with this then I will support it. The CRPs have voiced concern and I am also concerned about how the process is going.

Mr. Totten: I want to put your concerns to rest. The word "bid" is not in here that is not the point of #4 in any way.

Ms. Bates: Bid, comparable price...

Mr. Jones: It says quotes in here which is similar to a bid.

Mr. Hagg: We do laundry and we have an item we want to put on and we want to get comparable prices, are we to go out to our competitors to get that comparable pricing?

Mr. Totten: Kim I think that has been the suggestion.

Ms. Nuckles: Yes I think if you can do it, yes we want you to do it.

Mr. Hagg: This is the problem, we have to be dishonest in order to do that because I can't call up laundry XYZ and say I'm from Hancock County Laundry can I have your prices, I just can't do that. I have to have my staff call and say, hey, I'm planning a banquet and I need so many table clothes and so many napkins and can you give us a price for that which is dishonest and for somebody using me for that purpose would make me unhappy. I gather Purchasing has something other related to state use law that says they have to have comparable pricing in their paperwork.

Mr. Totten: yes we do.

Mr. Hagg: I get that, ok but expecting us to do that it really makes it very very difficult to do it in an honest manner.

Mr. Wolfe: When I worked in the private sector running a hotel, we dealt with S. W. Resources which is in Parkersburg before I knew of this program and I did all kinds of things. We did stuff at our hotel we donated to the ballroom in order for them to do the big fund raisers. If I thought I'm running a business because that is what you are asking them to do, if those businesses do donations and fund raisers, if I started thinking, man this organization is for a cause to help people with disabilities but they are doing these things that is kind of hurting us – it will be the last time I am going to help with sponsorship and I think that is some of their concerns that this is a program for people with disabilities and what you don't want to do is go out there and truly be dishonest to do things under the table to the private sector.

Mr. Hagg: I don't want to go that far because we don't deal with anybody in our area, we call on Pittsburg or Zanesville, we call places outside our immediate area. But we can't be honest with them when our true purpose is getting those prices, otherwise they won't give it to us because we do on occasion compete with these people in the market. What we do is different, there are 15 different custodial places in Weirton, and we could probably drum up some places there. This was just an example as there are facilities out there that you could call. We asked three bids to be approved and we got comparables for two and the last one was an apron and we can't find anybody yet to get that apron price.

Ms. Nuckles: Here is what I would say to you Michael. I did this for your specific contract. I got on line and it took me five minutes and I found for example for that 62 x 62 and it is tough to find but I found two @table linens.com and some other internet site that had pricing and like most of these sites if you don't see what you are looking for can you email us and we will send you a bid. So I printed out two quotes for different size table clothes and I think that will probably suffice, but I certainly won't speak for Purchasing.

Mr. Wolfe: I have gotten comparisons for table clothes and napkins and other items I couldn't find on line anywhere so I had to put on there – could not find any comparisons.

Mr. Hagg: Even a company on line from California would that suffice?

Ms. Nuckles: It is my understanding that Dave just wants private sector comparables. Could be table clothes, linens that is what they do, that is a company that rents linens.

Mr. Totten: It could shift from anywhere. I don't want to answer it definitively.

Ms. Nuckles: Dave hasn't seen that completed form, he has approved the form as to substance but he hasn't seen the completed form. Of the prices that I obtained they were about substantially similar and I think that is all Purchasing wants. They just want to make sure someone is not charging a \$1.00 for a bottled water and the person over here is charging \$15.00 – then there is a problem. I really don't think that Purchasing is going to gripe about cents or dollars here and there I think they just want to have something to compare it to so we will know we are in the ball park. They just want something on paper so they will have something to compare to and fall back on. As with any of us, you want documentation. As an Attorney you want evidence, exhibits, you want to be able to back up what you say and to me it is akin to that.

Mr. Hagg: So as far as documentation do you put the price down here and that is it, you don't need anything on letterhead.

Ms. Nuckles: If you call and get these quotes and feel like you have to be shady which I certainly don't want anyone to do that because I wouldn't want to do that, I don't think that is right. The best part about the internet is, the quotes there you just print out, if it is again something in particular and you need that email quote but you can also print that out and attach it to the form.

Mr. Wolfe: If you would send this to me, I will fill this out and I'll send to Kim in this version and Kim knows it is final, you're the one who puts the letterhead on it.

Ms. Nuckles: Correct I'm doing the letterhead.

Mr. Totten: The form is going to make the process of getting something on letterhead a lot easier. Aaron I want to talk about your concern over the word "Quote" on #4. Quote is just a word for a price. If it were the word 'bid' I would be concerned as the word 'bid' implies competition, the word quote does not. So for a lack of any other word quote, that is the reason why quote is #4. There is no competition implied with the word quote.

Ms. Bates: My major concern has always been following the rules. The rules are very specific as to what is required to determine fair market price. When you look at Title 186.1-4 there are specific requirements of the CNA in determining the fair market price but it goes into getting information at least my understanding and I am going to ask Craig to help me with that but the fair market price is determined based upon these criteria that are set forth in the rules. Within that the three quotes are not required. It puts a burden on Purchasing to give the information to the CNA if there have been comparable services or goods purchased through the state, am I correct Craig?

Ms. Smith: That is what I said last month, why are we being asked to gather this information, it seems like Purchasing should be gathering the information themselves if that is what they want because they are asking us to provide information that they should be coming up with.

Mr. Totten: That is not Purchasing's role in this process.

Ms. Bates: That is what the rules say.

Mr. Greening: Madam Chairman with your permission to speak. The law where it says the Director shall buy does use the word comparable, the rules as I recall and I don't have them in front of me right now, the term fair market price is designed to equate to what is a comparable price and quality so if there is an agreement that the word 'comparable' equals fair market price then there is also Legislative Rules that are defined fair market price, and in that rule it says: The Committee shall take under due consideration to and I'm missing one of them and just talking from memory. But the first one is: if the state purchased things of similar price quantity, etc. So, the word quantity particularly the janitorial is a critical aspect. Then you can't compare as has been noted before a 2,000 sq. ft. building, a 20,000 sq. ft. building, not even a 5,000 sq. ft. building.



The second one is past purchases, then it also talks about the cost of the qualified vendor which is defined as CRPs this is what the 4<sup>th</sup> one is. But of those four this is the only one that you are picking up on. There is no other place to deal with those other issues and that is part of the minimum wage discussion. Back to the change order business, if we had approved a contract in November a year ago before the legislature raised the minimum wage and there was a three year period that if we didn't allow change orders we would be right where we are now because a lot of times state government relies on historical trends. In the case with minimum wage increases before CARA Act that puts also an additional financial burden upon a lot of CRPs who offer many of their employees' health care – there is no historical trend, that is a future event or an event that is coming upon you. Relying on historical trend means nothing. If we know there is a minimum wage increase coming and we take a survey today and in nine months there is another increase, there is no comparison to the price that we solicit today, be a price quote or whatever, to the reality of next January.

So there is an issue as an echo these folks and having worked at WVARF for seven (7) years, a change order is a way of life, things happen, things change. I appreciate that and with commodities we are always being asked to do three years, I think with my wipers they were five or something ridiculous because we have done this exact same thing. We have set prices based on what Purchasing demanded, the Committee didn't demand them, we shared with the Committee because Purchasing demanded them, we sent them to Purchasing and they have still not been approved because anybody can go on the internet and one of the wonderful things about the internet is, there is a lot of stuff there and one of the terrible things about the internet you can always find somebody to do something that is cheaper than you are. So my concern is with this business, if it is left up to me, if I am in Charleston or Parkersburg or Morgantown I can probably find more people and I would pick the three highest ones to show you and then go jump up and now I am stealing from the state because I have fraudgently told you what these prices are, said to give you three lowest I am going to give you three highest.

Mr. Totten: This is not about the lowest of anything.

Mr. Greening: No but you are going to now base – as I understand this you are going to base my price on these prices and Madam Chair you just said to take the higher price. But if we don't have to give you that higher price, why do we want to do this? I think also the honesty issues I have real problems going to competitors as well as Mr. Hagg just mentioned and asking the issue is trying to present yourself as someone other than you are not when you are seeking these quotes I think is just inherently wrong. I think if you can't get these by saying, I'm with Hancock County Sheltered Workshop and I would like to have your prices commercially and they say no, where are you at. Now you are forced, you are literally asking CRPs in many situations to commit a falsehood or a lie or an inappropriate representation and I think when you do it with transparency with state government you don't want that to come back out from a disgruntled janitorial supply person or a legislator that gets wind of you guys doing this. Somebody is going to have to live with that and it is not going to be me.

Mr. Totten: I think we disagree on the definition of transparency and I think we have talked about other ways to find these prices. Nobody is asking anybody to lie here.

Mr. Greening: But you have evidence from these gentlemen here both last meeting and today that says they cannot go seek a price representing themselves as who they are.

Mr. Totten: I think Kim talked of other ways to find prices.

Mr. Greening: How are you going to find prices on janitorial?

Mr. Totten: Purchasing has no opinion on that.

Mr. Greening: Well Purchasing should have an opinion on that if they are making us do this.

Mr. Totten: Purchasing would not be unbiased if they had an opinion on that.

Ms. Nuckles: Let me say this, for those Charleston contracts for example the two quotes that you guys got are fine, that works. So, maybe for Charleston that is what we have, if we are in another region maybe we can get ranges which we have talked about, kind of quotes per region so we can do that unit pricing. In terms of commodities I think it is easier for sure.

Mr. Greening: I wanted to read what I said the last time then I'll try to shut up. Six or seven years ago we did this standardization process to eliminate this process.

Ms. Smith: Oh at least.

Mr. Greening: The whole standardization of contracts for janitorial was to eliminate this issue of comparable price. As it was set down – this is how we will develop a price so that it is uniform, it is consistent and everybody agreed to it, maybe that needs to be revisited to get some comfort levels for new players but the whole intent purpose of that standardization which has worked for the last seven years was to have to avoid this additional time consuming and resource wasting step.

Ms. Nuckles: I will ask Joyce, I reviewed all that stuff, send me this stuff where the subcommittee was created, who was on the standardization and she sent me this agreement that was, I couldn't even decipher it, and I thought I hoped no one signed this because it was a legal mess to be honest. But I didn't see anything in there about standardization or anything to do with what you said. I thought surely that is not what Craig was talking about because it didn't clarify anything and in fact, it made it more confusing and I didn't see anything that would have helped so I thought I don't know what this thing is. I thought I can't make sense of this.

Mr. Greening: When I left WVARF in the first part of June of '07 and it was all done but we had started that process just before I left and then it was really completed. There was a lot of effort put into it and anybody who sat on that committee and I think Joyce was on that committee and she could tell you a lot more about what really happened and who was involved because I just wasn't involved in the actual development of that standardization but I know it existed.

Ms. Birley: Yes I was on that committee.

Ms. Nuckles: It was like a unit pricing type thing?

Mr. Greening: Because the disparity in buildings, locations and doing janitorial business in Nicholas Counties is different than it is in Kanawha County, it just is, not a lot but it is different.

Ms. Nuckles: I agree which is why we do need pricing by region. If you have that signed agreement somewhere or something where there is a format like this where, hey we agreed on this I would so welcome that but it doesn't exist.

Mr. Greening: Some of those records may have been lost when WVARF had to be escorted out of the old Institute building quickly and a lot of those records were mangled, etc.

Ms. Nuckles: But I am not missing something that was my concern as I read that whole thing.

Ms. Birley: If we have a special circumstance like the Medical Examiners who has different needs than the normal custodial contract. It can happen, what's to say that we can't put those comments at the bottom of the form to justify why this price may be elevated.

Ms. Nuckles: I think that is probably ok to do that and you know I agree with Brenda and I shouldn't have used the word "eliminate" I mean in a perfect world I would love to eliminate change orders for everyone, I think that would be wonderful but there certainly will be circumstances where it is going to be necessary, I absolutely agree with that. So, maybe for example and I discussed this with the WVARF guys, this is our commodity and service pricing form, it is not the change order form. If we need to use the form I redrafted and gave to Mark and tweaked it up a bit and have a separate modified service agreement/change form, I'm cool with that for those instances where we need it, not all the time. I told Gary and Aaron they initially right before Wal-Mart says service offered, they did write each individual contract and I want to get away from that. I don't want eight of these, I want one of these for Charleston or for Nicholas County or for janitorial and then if we need one for a certain commodity awesome. And maybe back to what Craig said, maybe five years is too long, maybe three years is too long, maybe we need to do this every other year or every year revisit this commodity so that we are not doing all these change orders and you guys can build this stuff into the

term of a one year contract because it is making me crazy, I'm serious and I know it is making you guys crazy as it is so much work that it is just completely unnecessary. I want you guys to be able to anticipate this and then to do their sales job and build this stuff into a contract into a legal binding agreement so that you are not changing it three and four times a year, it is crazy to me.

Mr. Greening: Clarification Madam Chair. Those of us that have commodities and I don't know how many items are on the laundry but does each item on the laundry contract have to have one sheet of paper for each item?

Ms. Nuckles: I haven't gotten into the commodity, we certainly started with the janitorial but I think what it will do, I'm going to work on Michael's first because that is the one we kind of have on the table and you filled all that out so I need to sit down and talk to you guys about that. Let me do that first and then we will figure out how we can, although it is my understanding we are down to just a handful of items on the commodities that Purchasing is waiting for numbers on but I don't know.

Mr. Totten: That is my understanding.

Mr. Greening: I know they are waiting on wipers and laundry, I know that for a fact.

Mr. Hagg: Are you talking about doing this for all new items or eventually doing this for all items currently on the contract?

Mr. Totten: Kim, is this eventually for everything?

Ms. Nuckles: I would like it eventually to be for everything.

Mr. Jones: As far as the commodities, what Purchasing has agreed to do is to put any item on there that there was no price change on. But, we have been 13 months trying to get that done. The first time we submitted our items we had on that sheet three comparisons and we were told by the Committee just take off the online ones because we know they are not going to be.....now you are instructing us just to use the online ones, so we are still going in a different direction.

Ms. Nuckles: I used Michael's example because I knew what he had gone through and the difficulty he was having and I don't want people to feel like they have to lie so in that case the quotes that I have obtained were reasonable to me based on what you got. So I think you should try, if you want to call a non-profit or you want to contact a landlord, yes I want you to do that but if you can't get a number then I think it is acceptable but I certainly am not going to speak for .....

Mr. Hagg: What would happen if we were unable to get a comparable price online?

Ms. Nuckles: And you have tried to call someone and they won't give it to you and you can't find a price online, give me an example, are you talking about the aprons? I think in that case you are going to have to make a notation about it; you have made a good faith effort.

Mr. Hagg: specialty items, when you start getting into surgical things, patient care, different things for VA hospitals, when you start getting into patient care type things, I could be wrong, but I would think you would have a hard time without contacting somebody directly saying this is what we are looking for because our vendors we purchase from is specialty items that they are creating for us.

Mr. Totten: I would document that on the form, I can't speak to that today but I can take that back and if you want to talk to me after this meeting and I will make better notes and I will be happy to find you a better answer.

Ms. Nuckles: This is a crazy thought but what about calling a hospital and ask them who do you guys use for....

Mr. Hagg: it is crazy because they have no idea what their costs are. That is just a purchase price that is not a rental price.

Mr. Greening: Hospitals have these large purchasing consortiums. The scale is enormous compared to what we do with the state. That gets back to what the rules say about quantity as well. These are huge buying consortiums for the hospitals.

Mr. Sullivan: Is time of the essence for this form or do we have time?

Ms. Nuckles: I think time is of the essence at this point. Brenda and I did discuss the change order issue and the fair market value. I think that is something we can vote on today, the change in fair market value, fair market price because we have called it the FMP letter and that is what the Code says and I agree. If Brenda is satisfied that we are going to prepare an additional change order form which I have pretty much done anyway and redrafted it then I think it takes care of issue #2 which really just leaves issue #3 which is #4. Now until today I had no idea Brenda had an issue with that, I thought we were good to go and I think she will admit that.

Ms. Bates: I absolutely do approve that but I have talked with my Director and I have looked at all the information and I think I have voiced concerns about that repeatedly in many meetings regarding my issue with getting those comparables and I have shared how it works for me in many years recent and past in trying to get comparables for things that state government does not use the bidding process for because you are the only game in town and the other people know it and they won't give you prices.

Ms. Smith: I have concerns and I agree with you Brenda.

Mr. Totten: Before we go any further with that, Purchasing is required to have fair market value, that's one of the things that is holding up a lot of the things that have been discussed in these meetings over the last few months. This form is a solution to facilitate getting things moving forward.

Ms. Smith: Purchasing is required to have a fair market price provided from the Committee to Purchasing that uses the rules to develop, not three comparables. There are rules set forth by our legislature that tells the Committee what we are to do to determine fair market price, we have done that.

Mr. Totten: Purchasing's attorney approved this process in order to determine fair market value. I'm happy to invite him to a meeting in a month.

Ms. Smith: You know what, I think that is saying we aren't going to approve anything if you don't approve this and that is fine.

Mr. Totten: You asked Purchasing to put into writing what it needed to know and that is what this form is.

Mr. Sullivan: Can you let her say what she wants to say then you can respond to it as I can't hear both of you talking at the same time.

Mr. Totten: The reason I wanted to respond sooner is because you are going into multiple issues without me having a chance to respond to any of them and I can better respond to your issues one at a time rather than you mentioned three or four things and then I try to answer three or four things.

Mr. Sullivan: I was trying to go to a point. I have been involved with this Committee from the beginning which is not to say that I am the wisest guy on the block as I am not; however, when we are here in a meeting discussing all of the mechanics of what this one should do and what that one should do, I don't think that is germane to us. I think if you all can agree on how the mechanics of this thing should work then agree on it and then bring to us. To come here and to hassle back and forth about what we are going to do and what we are not going to do and why we can't do this and why we can't do that, I don't think that is fair to the Committee to sit here and listen to all of this in fighting when it doesn't have anything to do with whether or not it is going to be acceptable or not.

Now this program has worked for approximately thirty (30) years give or take some and now in the last few months and I'm not being critical of anyone, but the last few months and we have all kinds of problems, this doesn't appear to be right and that doesn't appear to be right, Purchasing says no and we are saying yes, so Mark, Brenda, Kim, Aaron, Greg, if there is a problem that needs to be worked out from a legal standpoint, Brenda is saying the law says that we are not required to get a bid and this has the

appearance of a bid. I know Mark is saying different, etc., but people who look at this are not going to understand from a legal standpoint what you are saying. So, my suggestion Madam Chairman is that to get this thing right, here, there and there and then lets vote on it, but to sit here – we could be here forever and I have to leave at 11:00 a.m. and I apologize for that but we could be here forever and never agree on anything to where we could get this thing approved.

I appreciate everybody's energy and especially Kim, you have been very energetic and trying to get things moving in the right direction but in the meantime we are loading the wagon up to the point to where the wheels are falling off, we can't get anything done. These people back here can't get anything done because of all the differences we have and before we were able to do some things and now we can't do this because Purchasing says this and that, so it is just a mess and we don't need this, you know. If there is something wrong with it then you people with professional minds ought to be able to work it out. Coming here and using words that don't mean anything to me just being a farm boy I don't understand. I think certainly with brighter minds and I appreciate Greg so much and he has been involved from day one and he knows probably the system as well as anyone.

My concern is we have been doing so well for so long, maybe we haven't been perfect but then the State Government is always perfect you know. But we haven't maybe been perfect but we have been workable, things that we have done has worked and now all at once I can't say what a wiper cloth is worth and I can't say what a bottle of Clorox is worth and all this. To me I am sorry but I don't want to offend anyone but we are supposed to in my opinion and like I said I am not the smartest guy on the block. In my opinion we are here to approve what you people think will work and to come down here and Mark you say this is all right, Kim says I have worked hard to get it together and I don't disagree with that and Brenda says that is not according to the law and Greg says it won't work for us, Mr. Wolfe says there is no way you can do this and that and get fair prices so I don't know. These things you are going to have to work out and we shouldn't be bothered with the mechanics here how things work within the system.

Ms. Nuckles: I agree.

Mr. Wolfe: We just need to get these things approved.

Ms. Nuckles: This is exactly why I sent this form two weeks prior to this meeting. You guys look at my email, I have had a meeting with Purchasing about this form, and I sent it to the Committee members. What I care about is that the Committee likes this form, I don't really care what they think, truly because the Committee has to vote on this form, so I sent it to the Committee and I met with Purchasing and I have felt so optimistic and I thought ok we have approved the form, we have emails from Brenda and Jan and Brenda said if Jan is good with it then I am good with it, I like the form and now we are here today with issues that I was not aware of and that is frustrating to me.

Mr. Sullivan: When you say you don't care what they think but we do things that they can't work under then the system won't work at all.

Ms. Nuckles: I know that sounds harsh but what I want is really what Brenda wants and what you want. I want to simplify this process; I want to do what Purchasing needs to do according to their rules of the law. I want to follow the law, I want everyone to make more money and I want people with disabilities to work.

Mr. Sullivan: That is exactly what we are here for.

Ms. Nuckles: I don't know what else to do guys, I'm serious I am at a loss.

Mr. Sullivan: Madam Chairman, our whole purpose here is to help and aid the handicapped people. To help them and they might be able to better be a part of the community. All this bureaucracy we talk about we should remember what our mission is.

Ms. Nuckles: I agree it is frustrating to me because I am serving as the Chairperson, I'm also somewhat of a liaison and a mediator and it is a lot to do. It is a lot to organize and grasp and do and I am doing the best I can and unfortunately Brenda knows I like this form.

Mr. Sullivan: Nobody is criticizing you.

Ms. Bates: Absolutely I am not criticizing you Kim. I really appreciate the hard work that you have done.

Mr. Sullivan: I have already said I appreciate your energy and I really mean that.

Ms. Bates: Absolutely and I agree. My problem is I am hearing from the CRPs that they are not in agreement and I have to represent their interests as well as the State of West Virginia as that has always been my goal. My concern has always been that there are rules that tell us as a Committee how to determine fair market price. My concern is as a Committee as being on the Committee this form does not follow those rules. It is a part of it but there are so many other things that go into this and that is why there is a Governor's Committee is because this is a program that is outside of the regular Purchasing process and it is created for the purpose of making sure that individuals with disabilities are able to have a level playing field and working. When I heard that the CRPs had concerns then I had to bring those to your attention.

Ms. Nuckles: Have these come about after you approved the form and spoke with me about it?



Ms. Smith: Although we noticed there are concerns from the CRPs and I agree that we shouldn't have to override the comparable, I feel like if this is the only way we are going to get this to go through with Purchasing, we are going to have to do this, I wished that we could have someone that had authority over Purchasing to say whether they are being appropriate in requesting this because when you read the rules, I agree with Brenda and with my peers from other CRPs that Purchasing doesn't have the right to ask us to do this but I am just wanting to get something in place to move us ahead and not hold things up, that is how I am feeling about it. We can't just keep being at a standstill. I still would like to see us overcome this issue and I don't think it is appropriate and I agree that we have gotten away from the Governor's Committee being the group that determines fair market value, it seems like Purchasing wants to determine that, so there is a lot that needs to be cleared up here and the waters are very muddy right now.

Mr. Totten: Before Everette leaves I want to thank him for his words and I agree and I appreciate Everette's words encouraging these meetings to go back to a more reasonable tone. Jan I agree with what you are saying about moving things forward. To me this form isn't any different than what Purchasing has asked in the last three or four Governor's Committee meetings. As opposed to me trying to articulate what Purchasing needs, this puts it in writing which we had talked about bringing to this meeting. And I know Everette you need to leave but I just wanted to thank you before you left.

Mr. Sullivan: I appreciate that Mark and I just think the important thing that we have to remember is that whatever it takes to make this program work we need to do that because of those people that we are responsible to help and that is the handicapped, right?

Mr. Totten: Of course and I never disagreed with that.

Mr. Jackson: Is there a way that we could get this form approved at least for a month or at least until the next meeting and maybe make some kind of changes to it if there needs to be. I think we are going to hold a lot of processes up if we don't do something and right now we have on the agenda to vote on it, if not we are going to be in trouble.

Mr. Wolfe: I have had state agencies call me and I'll be honest with you Mark, they think you guys are clowns. I'm not going to say who they are and they say, "you guys, we asked for service three months ago can we have it, we look like we don't want to go to work." I said, "we can't, we are not allowed." When they say why can't you come, I'm not going to say because I don't want to come, I said because Purchasing says we can't, that is what I have said and I am going to keep telling them that and I am not blaming you or anyone in particular, it is Purchasing. Whatever it is Kim, but we have contracts laying there for thousands of dollars that the state agencies are saying, one called me yesterday and he said "I have been in this business for 30+ years and I'll be honest with you, I have never seen it quite like this; I don't know what is going on up there." So if you guys want the light shined on you it is starting to shine on you and I

don't know who is going to say something, we are scared to death to say anything but we have got to go to work.

Ms. Bates: I would like to make a motion that the form be approved until July 1<sup>st</sup>. Between now and July 1<sup>st</sup> I believe we should work on a form that is more in line with what the rules require for the Committee but between now and then if we can move things forward by compromising and letting this form go through then I would like to make a motion that we do that but that we develop another form before July 1, 2015.

### **MOTION #3**

**Ms. Bates made a motion that the form be approved until July 1<sup>st</sup> and that another form be developed before July 1, 2015. Jan Smith seconded. Motion passed.**

Mr. Sullivan: Madam Chairman we had a motion on the floor so I don't know what you are going to do with that one as we never did vote on it either yes or no so we will have to vote that one down.

Ms. Nuckles: That was a motion to approve the original form.

Mr. Sullivan: So now we have a motion to withdraw that motion.

Ms. Nuckles: Just to note for the record I will change the term fair market value to fair market price in this form.

Ms. Bates: I also like that we are using a different format for changes versus initial. My understanding is that this form would be used for initial and the other information that you sent around would be used for changes is that correct?

Ms. Nuckles: Correct, that would be a second modified service agreement/change order. This is going to be for initial, absolutely that is correct.

Mr. Jones: We have these forms submitted for the contracts we currently have, are we required now to have a fair market letter to go with that – fair market price, fair market value or whatever? Purchasing requires that before they will recognize the contract.

Ms. Nuckles: I think on a temporary basis we are going to use that. Purchasing actually has seven or eight that I have already signed off on for those contracts so on a temporary basis I think we are going to do that, ultimately I would like to get away from those, I don't think we are going to necessarily need those. But for now until we get this process – we are going to keep doing those - the Fair Market Price letters, yes.

Mr. Wolfe: So if I bring some new contracts for next month will we have something in place that will be good enough to vote on and pass those?

Ms. Nuckles: I think so and if you have them for Friday when we meet we will talk about it on Friday.

Mr. Wolfe: I don't think I can get them that quick.

Ms. Nuckles: Ok we will talk about it.

Mr. Jackson: Is there a way that if the percentage goes up only by a certain amount will that suffice that we don't have to redo the quotes?

Ms. Nuckles: Are you talking about a new contract or a new service?

Mr. Jackson: No I am talking about existing because we are going to have contracts due before July 1<sup>st</sup>. They are going to have to be due before July 1<sup>st</sup> because July 1<sup>st</sup> the new ones will be implemented.

Ms. Nuckles: So this will be a change order modified service agreement form maybe. This is just going to be for new – if it is a change order issue it would be the other form.

Mr. Jones: We are going to do change orders for new contracts; we are doing new contracts for the year.

Ms. Nuckles: No, new contracts are going to be this for pricing.

Mr. Jackson: So July 1<sup>st</sup> we are going to have to implement the minimum wage increases, how do I handle that?

Ms. Nuckles: For new contracts? You are going to use this form.

Mr. Jackson: No, the contracts we have in place right now they will be renewed starting July 1<sup>st</sup>. They are already existing contracts.

Ms. Nuckles: And they are for example janitorial contracts like the Charleston area and that is why we are going to establish that one form and that is going to take care of all those contracts. You won't have to do one, it is going to fall within that range and you are not going to have to do separate individual – if it is Charleston area for example, although your quotes you are telling me are pretty much region wide. If it is janitorial and it falls within that approved form you are not going to have to come to us because it has already been approved. We will talk about it on Friday as I will be coming over.

Mr. Jackson: The second thing is how often will we have to do – will it only be on new ones? For example, this time next year we go ahead and do that – how often does it need to be done? To me it seems like it would be done once a year.

Ms. Nuckles: To me yes absolutely in anticipation of the new contract term whatever the contract term is it needs to be done because minimum wage could change, prices could go up, absolutely. Whatever the contract term is you are going to have to renegotiate for the next contract term.

Mr. Jackson: The third item I had was obviously most of what I have done with janitorial contracts is based on the square footage price and it appears that we could use if we wanted an hourly price because it seems to me like that might be the best way to handle this because the hourly price is going to remain pretty much the same in the different areas. The square footage price may be different based on the building for the scope-of-work. Are you getting where I'm coming from?

Ms. Nuckles: Yes, that is exactly why I have it on there.

Mr. Jackson: I wanted to make sure that could be a really good avenue to go, it might make things more clear.

Ms. Nuckles: Everything has kind of been meshed and I have low impact monitoring on here but we are not going to talk about it today because I think actually Aaron told me that maybe it was approved – I will let you say something quickly.

Mr. Jones: The low impact monitoring is part of the commodities contract and we just recently got the renewal for that and it goes back to January 1. It is based on a per service contract, it is not a dollar amount as each contract has to have its own amount on that. The other part is getting paid for it, that is another issue.

Ms. Nuckles: I will say one last thing because I had on here process for payment. I want to let everyone know what I am starting to do. I am preparing a memo to the Cabinet Secretary to take to the Cabinet Secretary meetings to discuss some of these agency payments that are behind as I know it is a big problem and I have discussed it with Jan and Brenda. I am going to start making some calls; it is going to take some time so I appreciate your patience because there is a lot. I am certainly not going to have the pull and for some of these elected officials for example I may have a more difficult time, if it is a state agency it is one thing, but if it is an elected official it is going to be more difficult for me to make a call and tell them to pay their bills when it is not a state agency. Just to let you guys know that I am going to start doing that. It is going to take some time but I told Aaron, Gary, Mark, Brenda and Jan I would do it and they thought it was a great idea so I am going to do the best that I can, but I can't make any promises. Everyone seems to think it will help and if you think it is going to help then I want to try to do it. I just wanted to say that in terms of the process for payments.

Ms. Smith: I appreciate that and was there also going to be a memo from the Cabinet Secretary letting the agencies know that they are in defiance of the law?

Ms. Nuckles: Yes Jan, I am actually going to prepare it and have him take it to the meeting for all the cabinet heads.

Ms. Smith: Ok thank you very much.

Ms. Nuckles: You are welcome.

Ms. Bates: I would like to talk about minimum wage increases. In checking with our agency about payment, I talked with our Assistant Director who is over procurement and I had some bills that I was checking on for Aaron Jones and when I found out what the reason was for our nonpayment for January and February it kind of made a light go off for me as to why these January and February bills are not being paid.

In order to pay a bill when we receive an invoice it has to match the contract. If it doesn't match the contract we can't pay it. So, I was told for January and February that our procurement officer was told that the Committee had not improved wage increases and therefore the contract could not be changed and that we could not pay the invoice. What I think is happening and I do want to make very clear for the record that I looked through the minutes and the pay increases were approved by the Committee in October, so the holdup for pay increases is not the Committee, it is with Purchasing and I think that the issue becomes then the process in terms of the Committee has approved the pay increases, it is important to understand where that has stopped. We as a Division and I think all of us as a Committee want to see those pay increases approved through Purchasing and effective back to January. I have been told by our purchasing department that they have informed WVARF that they are willing to pay the increase, us being willing is not a problem. I wanted to ask where we are on that and where is the problem? I know it is not with the Committee because we have voted and we have discussed it at every meeting since then so where is the problem on the increases on the contracts for increased wages? I have also researched and found that we have done change orders in the past for things other than change in scope-of-work. For instance, we approved and it went through Purchasing, changes based on mileage price increases so I am just asking where are we on the increases for minimum wage?

Mr. Totten: Purchasing Division does not have any direction on what WVARF pays people. Purchasing Division does not set wages for any of the employees. To say that Purchasing has said NO to that is a falsehood because Purchasing does not determine what anybody gets paid.

Ms. Bates: The Committee has approved the increase in the contract for price based upon the increase for minimum wage. The Committee has approved it, WVARF has submitted it, they have submitted documentation for that so it has stopped with Purchasing unless somebody can explain to me something different – the only way we can get this through our procurement officers, my agency is willing to pay and I am sure other agencies are willing to pay that price increase.

Mr. Totten: You answered your own question at the beginning actually. The invoice has to match the contract in place.

Ms. Bates: The contract can't be changed without Purchasing's approval.

Mr. Totten: Because we are waiting on the fair market value that this form is here to fix.

Ms. Bates: The fair market value increases based upon a seventy-five cent raise in minimum wage period. There are no other comparables; if you talk to any employer in the State of West Virginia who paid \$7.25 on December 31<sup>st</sup> they started paying \$8.00 on January 1. There is absolutely – that is unbelievable that we cannot get these contracts through for minimum wage.

Mr. Totten: Take the minimum wage part out of the equation. We talked about in the December minutes if that Purchasing Division was under the microscope in 2014 and we reviewed a lot of the laws and requirements and things that were required to have on file. In that meeting we talked about fair market value being one of them. The contracts that we are waiting to approve cannot be approved until we have the documentation on file that we need. That is what we talked about in December. So, the contracts are not in any way related to minimum wage, they are related to information that we are missing that we are required to have by law. I am happy to provide anything that is requested about why we are required to have that, but that goes back to December. But it has nothing to do with minimum wage and anybody that says Purchasing is saying 'no' related to anything wage related, that is a falsehood.

Ms. Bates: There are 200 contracts that went through on July 1; the contracts that are in question are the 86 contracts that have an increase for minimum wage. I want to see these minimum wage increases, the division wants to see the minimum wage increases and the Committee wants to see the minimum wage increases. There is no other way we can argue it. The only difference in these contracts is that seventy-five cents and I think that somehow we need to get those paid and we need to get the approvals that we need – the only approval that is missing is Purchasing. My agency says we will pay, we will be happy to pay, the Committee has approved it, my agency will pay it, and the only piece in the puzzle that is missing is the Purchasing Division.

Mr. Totten: And everyone is willing, this is great but it has nothing to do with the minimum wage issue.

Ms. Nuckles: Before I let Craig say something let me ask Mark, let's use this as an example. Mark sent me a minimum wage form that I redrafted – edited and sent back to him and said "oh just add this in" now that contract for example, what was the issue on why they would not.....

Mr. Jackson: because there was not a change in the scope-of-work. So, what I am hearing if I'm not mistaken, I'm not trying to put words in your mouth, if I get this form here approved and I put each one of these contracts on one of those forms are we good? Is it golden, that is what I am asking because if you guys can say that then you are going to make a lot of people not so angry.

Ms. Nuckles: can you say that one more time?

Mr. Jackson: We have 86 has been reduced we made things work down to 46 but based on what Mark has said, if we had the form filled out that has the fair market pricing in it because what I have been told by Purchasing not by Mark but by other people in Purchasing based on the emails that I have seen and I have all of them, that if there is not a change in the scope-of-work then we can't change the price and what we have done, every one of the contracts that I sent out to every state agency my emails stated that this was due to minimum wage increase starting January 1st. Even though the form that you resent me back and I have already sent it and yes it was vague because it had either.....

Ms. Nuckles: And I wouldn't sign it because it was vague.

Mr. Jackson: I did it based on recommendations, so my point is and they knew from the email that I sent it that it was due to the increase the minimum wage increase and if it is true that I can put and if it is in line with this form we won't have any issues, is that correct?

Mr. Totten: I know what you are saying and procedurally and I know who you have talked to and I don't want to speak to their issue versus but what I am talking about with Brenda is separate from scope-of-work versus a wage increase so it is sort of two different things and that wasn't what I was speaking about. I'm not the final approval for this as far as what has been missing with regard to Purchasing's requirement for any contract the form addresses. As far as the specific contracts that you are addressing with Purchasing when it comes to scope-of-work versus just a wage increase I can't speak to that but I know exactly what you are talking about.

Mr. Jackson: That is the issue that I am dealing with right now. If they are getting kicked back it is because of that. I'm not saying it is your fault Mark.

Mr. Totten: And I don't want to imply that I am an approver but I know you are talking about a separate issue. I was just talking about all the contracts.

Mr. Wolfe: Kim when I spoke to you and Bob the other day on the phone, I said to Bob listen for a second, are you telling me that those minimum wage increase contracts do not take this form and he said yes.

Ms. Nuckles: He is talking about the modified service agreement form.

Mr. Wolfe: So it is not on this one?

Ms. Nuckles: No it is not on that one. It is on the modified service agreement change order form.

Mr. Jackson: But if this is the case, I mean it is a little concerning if we have the fair market price.....

Ms. Nuckles: Yes I see what you are saying; they certainly go hand-in-hand. This is the base for the future.

Mr. Jackson: Maybe we can do both of them together, I don't know. I'm just trying to find a resolution.

Ms. Nuckles: Yes this is certainly the base and the most important part from this point forward. But that form in that case was not a new contract it was modified.

Mr. Jones: WVARF is taking the position now that we have gone back and rebilled those two months that were billed at the contract rate. Reason being is this came up over a year ago and we were instructed to do it one way then we did it that way then we were instructed to do it another way then we were instructed to do it another way and all that does is delay our billings and paying for these contracts. So, in order to get paid as it has been stated they have to be based on the contract rate. Purchasing has written back to us or written back to the agencies and said if it is not a scope-of-work change you cannot do this and that is their position. We would prefer to move on and take care of this when we redo our new contracts in July because if we continually go back and try to redo and get this statement and that statement and this statement then we will be in the same position that we are in right now on those contracts, we won't be paid for 6-8 months and we have got over a million due us that is past that time and it is very frustrating to try to operate a business when every time you do something that you are told to do and it gets kicked back in your face and you don't get paid for it then that gives the agencies the ability to say, I can't pay it because it is not like it should be and we deal with that every day. So we feel that the amount of money that is involved in this change will be better off spent to try to correct it coming up in the new contract because if we continually change invoices we will never get our money.

Ms. Nuckles: Brenda did you want to say anything else then I am going to let Craig speak then I am making a motion to adjourn.

Ms. Bates: In our rules it does specifically state that the Committee is to consider wages for fair market price determination. Whether Purchasing has that in their rules or not, the Committee has it in ours that we are to consider wages for individuals with disabilities in the work that is provided through the community rehabilitation programs.

Mr. Greening: I was just going to make a comment that the definition of fair market price, the prices set by the Committee is the fair market price and it is a reasonable price which can recover for the qualified vendor the cost of raw materials, labor, etc. One of the four things that the Committee is to give due consideration to and I don't believe they are listed in prioritized manner, is the actual cost to the workshop and to the qualified vendor of providing the commodities and services with adequate weight be given to the legal or moral or parent to pay severely disabled worker applicable wages. So the Committee approved that and sent it forward. It is my opinion that while I understand there needs to have comparable prices there is a rule and a moral obligation to not hide behind the red tape of bureaucracy. That is my comment.



Mr. Jackson: My question is all this goes back to January 1<sup>st</sup>. It seems like right now things are a complete mess with all these modified service agreements and we all understand that. We understand we are not going to get paid on those contracts because they are not matching the contract – the modified service agreement. My thought is, is there a way that if we switch it back to what it was in the contract so we can get paid on at least what the original contract was – can we get back and get the difference to make up for the minimum wage because that is what the big issue is.

Mr. Totten: Go back when?

Mr. Jackson: To January 1<sup>st</sup> because we are not going to get any payment from January 1<sup>st</sup> to whenever....

Mr. Totten: I don't know if I understand what you are asking. What I think you are saying, to get the invoices paid for the contract that is in place and then do a retroactive contract for wages.

Mr. Jackson: Just for the difference from July 1<sup>st</sup> contract of last year which really should have changed January 1<sup>st</sup> because we are at the end of March and we know that every one of those contracts WVARF is not going to get paid on those right now with the changes because it is modified and it is not matching July 1<sup>st</sup>, otherwise we are not going to get paid on them is what I am saying.

Mr. Totten: I am happy to ask I want to say probably not but that is not for me to say, so don't take my probably not as gospel. I'll write it out before we leave this room, I will write out the question the way you want me to ask it and I will then ask it.

Ms. Birley: I wanted to announce and let everybody know that at the Berkley Springs Water Tasting contest for the best water last month, we ranked 4<sup>th</sup> place and we were the only one in the State of West Virginia and there is going to be a big article in the Charleston Gazette on Sunday doing a write up on it and we tried to highlight the state use and WVARF so hopefully you all will see it in the newspaper. We were very excited.

Ms. Nuckles: I love that and ending on a positive note.

#### **MOTION #4**

**Ms. Nuckles, I would love to make a motion to adjourn this meeting. All those in favor. Motion passed.**

#### **WVARF Meeting Dates for 2015:**

Wednesday, April 15, 2015

Tuesday, May 19, 2015

Wednesday, June 17, 2015