November 7, 2013

Mr. Marcus Simmons

E-mail: president@map-n.org

28179 Brentwood

Southfield, MI 48076-3069

Re: FOIA Response to Request for Information on Contract between LARA/BSBP, Perkins School for the Blind and the FCC

Dear Mr. Simmons:

This email is in response to your October 21st, 23rd & 27th, 2013, email requests for information. Please be advised that the Bureau of Services for Blind Persons (BSBP) is combining these requests and processing them under the state’s Freedom of Information Act (FOIA), MCL 15.231 *et seq*. This request was received by this office on October 22, 2013, of which an extension was taken to November 12, 2013, and that you verified on November 4, 2013, via email that you still wished to proceed with this request.

You have requested information as described in your emails (which are also below) as:

“….Apparently, Perkins renegotiated the contract with LARA earlier this year and signed the agreement in April of 2013. However, in July of 2013, Perkins refused to pay for services and directed providers to seek their money from BSBP. Therefore, I am requesting a copy of that contract.”

(Description from email of 10-23-13): “I am writing you today to request a copy of the contract between the Perkins School for the Blind and DSBP concerning obligations in the "I Can Connect" program in which you alluded to in your comments on Saturday at the NFBMI State Convention.”

FOIA Response – M. Simmons

November 7, 2013

Page 2 of 2

(Description from email of 10-27-13): “I am writing you today for the third time to request a copy of the contract between the Perkins School for the Blind and BSBP concerning obligations in the "I Can Connect" program in which you alluded to in your comments on Saturday, October 19, 2013 at the NFBMI State Convention. The audio clip is attached for your recollection.”

Your request is granted as to existing, nonexempt records in the possession of the BSBP. Below is the collaboration agreement between the Department of Licensing and Regulatory Affairs and the Perkins School for the Blind. The attached document has been converted from a PDF document to a Word document. Please let me know if you have any difficulty reading this.

As the processing cost of this FOIA does not exceed $8.00, we will not charge for this document.

Sincerely,

Carla Miller Haynes, FOIA Coordinator

Bureau of Services for Blind Persons

Attachments - 4: 3 Email Requests for Information & Collaboration Agreement

cc: Edward F. Rodgers II

Sue Luzenski

 Mike Pemble

Katie Belknap

 Jones, Leamon

Elsie Duell

Cynthia Caldwell

**From:** Marcus Simmons [mailto:president@map-n.org]
**Sent:** Monday, October 21, 2013 8:37 AM
**To:** Rodgers, Edward (LARA)
**Subject:** I Dan Connect contract

Dear Mr. Rodgers,

I have been advised from two sources on the progress of the "I Van Connect" program., from you and Senator Gregory. In both statements it was alluded to a signed contract between both parties.
REF.:

"Senator Gregory was advised that the program is offered through the Federal Communication Commission (FCC) and is part of a 3 party contract between the Bureau of Services for Blind Persons (BSBP) in LARA, the Perkins School for the Blind (Perkins) and the FCC.  The contract calls for Perkins to expend funds for all program costs and to then seek reimbursement from BSBP.  BSBP then submits the information to the FCC, and they send the funds to LARA to pay Perkins.  It is a grant program through the FCC which Perkins agreed to.

Apparently, Perkins renegotiated the contract with LARA earlier this year and signed the agreement in April of 2013.  However, in July of 2013, Perkins refused to pay for services and directed providers to seek their money from BSBP."

Therefore, I am requesting a copy of that contract.

Changing what it means to be blind,
Marcus Simmons, President,
Wayne County chapter NFBMI
28179 Brentwood
Southfield, MI 48076-3069
president@map-n.org
(248) 552-8928

**From:** Marcus Simmons [mailto:president@map-n.org]
**Sent:** Wednesday, October 23, 2013 4:03 PM
**To:** Rodgers, Edward (LARA)
**Cc:** Luzenski, Sue (LARA)
**Subject:** request a copy of contract between Perkins School for the Blind and DSBP FOIA ada 504 I Can Connect

Dear Mr. Rodgers, Edward (LARA),

I am writing you today to request a copy of the contract between the Perkins School for the Blind and DSBP concerning obligations  in the "I Can Connect" program inwhich you alluded to in your comments on Saturday at the NFBMI State Convention.

Changing what it means to be blind,
Marcus Simmons, President,
Wayne County chapter NFBMI
28179 Brentwood
Southfield, MI 48076-3069
president@map-n.org
(248) 552-8928

**From:** "Marcus Simmons" <president@map-n.org>
**To:** "Rodgers, Edward (LARA)" <rodgerse@michigan.gov>
**Cc:** "Luzenski, Sue (LARA)" <LuzenskiS@michigan.gov>, "nfbmi-talk@nfbnet.org" <nfbmi-talk@nfbnet.org>
**Subject:** **Third request for a copy of contract between Perkins School for the Blind and DSBP**

Dear Mr. Rodgers, Edward (LARA),

I am writing you today for the third time to request a copy of the contract between the Perkins School for the Blind and DSBP concerning obligations  in the "I Can Connect" program inwhich you alluded to in your comments on Saturday, October 19, 2013 at the NFBMI State Convention. The audio clip is attached for your recollection.

If I don’t hear from you, I will assume that no contract exists. If this is the case, the information I received from Perkins is correct indicating the only support they provide is “some services in Michigan (database and equipment procurement)” and that is all.

Maybe the source of funds comes from subcontracted fund manager, RLSA of Pennsylvania or somewhere else.

This needs to be resolved immediately.
In any case, why hold the clients hostage. Maybe you should consider using some of the roll-over funds from last year to complete your obligation, therefore not tying up earmarked funds to replace the grant money, since this is a temporary situation and the funds will be restored shortly.

I expect to hear from you promptly on this matter.

Cordially,
Marcus Simmons - President
ASE Certified Technician
Motown Automotive Professionals nonprofit
A 501(C)(3) Public Charity
55390 Lion Industrial Drive
New Hudson, MI 48165-8544
(248) 552-8928
See our story at:
<http://www.carcrazycentral.com/Video.aspx?VideoID=306>
And get more information at:
<http://www.map-n.org>
Email: president@map-n.org<mailto:president@map-n.org>

COPY

RECEIVED

 April 16 2013

. BUREAU OF SERVICES

 FOR BLIND PERSONS Collaboration Agreement

This Collaboration Agreement is entered into by and between State of Michigan

Department of Licensing and Regulatory Affairs, Bureau of Services for Blind Persons (formerly Michigan Commission for the Blind) hereafter referred to as (the "Program") having an address

at 201 N. Washington Square, Lansing, MI 48909 and Perkins School for the Blind, a

Massachusetts charitable corporation ("Perkins") having an address 175 North Beacon Street, Watertown, MA 02472.

Recitals

A. Pursuant to the federal Twenty-First Century Communications and Video Accessibility Act of 2010, the Federal Communications Commission (the "FCC") has issued regulations 47 CPR 64.610 (the "Regulations") establishing the National Deaf-Blind Equipment Distribution Program ("NDBEDP").

B. The purpose of NDBEDP is to provide telecommunications relay services and related customer premises equipment ("CPE") for low-income individuals who are deaf-blind.

C. Pursuant to the Regulations, the Program has applied to be certified by the FCC to receive funding under the NDBEDP on a pilot basis to provide services for the State of

Michigan.

D. The Regulations provide that a certified program may undertake the distribution of CPE and the provision of related services in collaboration with other entities.

E. Perkins has formed a partnership with the Helen Keller National Center for Deaf- Blind Youth and Adults (HKNC) to assist states in implementing the NDBEDP. Perkins and HKNC have extensive experience in providing services to persons who are deaf-blind.

F. Perkins will engage in this agreement on behalf of HKNC

G. The Program wishes to secure the collaboration of Perkins and HKNC in the provision of CPE and related services.

H. All capitalized terms used in this Agreement shall, if not otherwise defined, have the meanings specified in the Regulations.

In view of the foregoing, the Program and Perkins agree as follows:

1. Engagement. The Program hereby engages Perkins and Perkins hereby agree, to collaborate with the Program in the provision of CPE and related services as a part of the NDBEDP subject to and in accordance with the terms of this Agreement.

- 2. Services. Perkins and HKNC shall provide the services, including without limitation the purchase and distribution of CPE, specified in Attachment A (the "Services").

3. Term. Perkins and HKNC shall provide the Services commencing on July 1,

2012 and continuing to June 30, 2014, subject to the cancellation provisions of Attachment C, Section F.

4. Compliance with Regulations. In providing the Services, Perkins and HKNC

shall in all respects comply with the Regulations.

5. Compensation. The Program shall compensate Perkins for provision of the Services in accordance with the provisions of Attachment B, subject to a maximum obligation of Funds to be determined. Within 15 days of the close of each billing period of the Fund Year, Perkins shall submit a claim for reimbursement for Services rendered during said period, in such detail, and with such certification, as may be required under the Regulations. Upon receipt of each such claim, the Program shall promptly seek reimbursement from the FCC. Within 10 days of its receipt of payment for any such period from the FCC, the Program shall remit payment to Perkins.

2

6. Reports. With respect to the Services, Perkins shall submit such reports, in such form, on such schedule, and with such certifications, as the Program may reasonably request in order for the Program to comply with its reporting obligations under the Regulations.

7. Assignment. Perkins may not assign its rights under this Agreement without a formal written consent by both parties.

8. Notices. All notices required or permitted hereunder shall be made in writing. Any such notices shall be given by mailing with postage paid and certified or registered or by personal delivery or by emailing the same (transmission costs prepaid) to the other party at the address listed below, or at such other address as either party may specify by notice to the other, and five (5) Business Days following the date of such mailing or the actual date of such personal delivery or emailing shall be the date of the giving of such notice.

If to Program:

Bureau of Services for Blind Persons

201 N. Washington Square, Lansing, MI 48909

Attn: Cynthia Caldwell

Email: caldwellc@michigan.gov

If to Perkins:

Perkins School for the Blind

175 North Beacon Street

Watertown, MA 02472

Attn: Steven M. Rothstein, President

Email: steven.rothstein@perkins.org

9. Miscellaneous. The Agreement, including Attachments A, B and C, constitutes the entire agreement between the Program and Perkins and supersedes all prior agreements and understandings, whether written or oral, relating to the NDBEDP. It may be amended only by a formal amendment signed by both the designated signatories of this agreement. It shall be construed and enforced in accordance with Attachment C, Section Q.

3

This Agreement shall be effective as of the dates of execution specified below.

**The Program: Perkins:**

Department of Licensing and Regulatory AffairsPerkins School for the Blind

By: Steve Arwood (signature) BY: Steven M. Rothstein (signature)

Printed Name: \_Steve Arwood \_ Printed Name: Steven M. Rothstein

Title: Director Title: President

Date: 3/26/13

 Date: April 2, 2013

109.0/514093.1

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Attachment A: Services

Outreach

Perkins/HKNC will provide

**o** Print Materials:

o a program brochure template in accessible formats for your organization [§ 64.610 (e) (vi)]

o customizable press releases

o flyers with information including

o Website Template [§ 64.610(f) (v)] Intake and Eligibility Determination

Michigan Commission for the Blind will manage:

**o** Intake and applicant information [§ 64.610(g) (i)] Perkins/HKNC will manage:

**o Verification of disability** [as defined in 47 CFR 64.610 (c) (1)]; attestation forms, existing documentation recording, required contact information for attesting professionals[§ 64.610 (d) (i) and§ 64.610 (g) (1)(ii)]

**o Verification of income status** [as defined at 42 U.S.C. § 9902(2)] and cross reference to other qualifying federal programs [§ 64.610 (2)]

Comprehensive Equipment Distribution

Perkins/HKNC will provide:

**o** Assessment[§ 64.610(f) (2) (ii)]: Perkins/HKNC will:

**o Procure Equipment** [§ 64.610(f) (2) (iii)]:

**o Manage Vendor Relationships**[§ 64.610(g) (1) (vii)]:

**o Manage Equipment Loaner Program**[§ 64.610(f) (2) (iv)): Perkins/HKNC will provide:

**o Installation & Training**[§ 64.610(f) (2) (iii)]:

Other Administrative Functions

Perkins/HKNC will provide:

• **Tracking Equipment Distribution and Related Services**

**• Report Generation**

**• Technical Support & Referral for Follow-Up Training** [§ 64.610(f) (2) (iii)]:

Attachment B: Compensation

Outreach

**Print materials and website template for $7500**

Intake and Eligibility Determination

Deaf-Blind Equipment Distribution Program Database

Access to database $8,021

Comprehensive Equipment Distribution

**Perkins/HKNC will provide:**

**• Assessment**[§ 64.610(f) (2) (ii)]:

Market rate $100- $125 per hour\*

• **Installation & Training** [§ 64.61O(f) (2) (iii)]:

Market rate $100- $125 per hour\*

**Michigan Commission for the Blind** will arrange and pay for any necessary communication support, e.g. interpreters.

**Perkins/HKNC will provide: technical support**

**• Technical support via 800 call center** $7.20 an hour

• **Technical Support/Retraining** Market rate $100- $125per hour\*

Perkins/HKNC will:

• **Procure Equipment** [§ 64.61O(f) (2) (iii)]: Market rate

Other Administrative Functions $13,369

Perkins/HKNC will provide:

• **Tracking Equipment Distribution and Related Services**

**• Report Generation**

**• Technical Support & Referral for Follow-Up Training** [§ 64.610(f) (2) (iii)]:

• **Manage Vendor Relationships** [§ 64.610(g) (1) (vii)]:

• **Manage Equipment Loaner Program** [§ 64.610(f) (2) (iv)]:

\*These numbers are estimates. We reserve the right to select contractors outside these estimated ranges if they offer specific skills important to this program

ATTACHMENT C

**V. Standard Terms and Assurances**

**A. Equal Opportunity/Non-Discrimination**

Contractor shall at all times comply with all federal laws relating to nondiscrimination including, but not limited to Presidential Executive Order 11246 as Amended and the Civil Rights Act of 1964, 42 U.S.C. §2000 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701 et seq.; the Americans With Disabilities Act of 1990, 42 U.S.C.

§12101 et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination in Employment Act, 42 U.S.C. §6101 et seq. and all amendments to these acts, and all requirements imposed by the regulations issued

pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age or handicap.

**B. Lobbying Activities**

Contractor certifies the following:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment, or modification of any federal grant or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**C. Debarment, Suspension And Other Responsibility Matters**

In accordance with Presidential Executive Order 12549, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise ineligible for participation in federal assistance programs.

**D. Drug-Free Workplace**

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at, 34 CFR Part§ 85.600 et seq.

**E. Modification**

This Contract may be modified only by a formal written amendment to this agreement signed by both parties.

**F. Cancellation**

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the contract or fails to provide services in accordance with the provisions of the contract, the State of Michigan may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract by providing thirty (30) days prior written notice. , Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Michigan.

2. Without Cause: It is further agreed that this agreement may be canceled by either party by providing thirty (30) days prior written notice.

**G. Access To And Retention Of Records**

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of this contract. Authorized personnel of the U.S. Department of Education, or other pertinent Federal Agencies, and authorized personnel of the State of Michigan, State Auditor and Inspector, and other appropriate State entities, shall have the right of access to any books, documents, papers or other records of contract which are pertinent to the performance or payment of this contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the State of Michigan makes final payment and all other pending matters are closed.

**H. Subcontracting**

The services to be performed under the contract may be subcontracted in whole or in part, to any other person cir entity provided written notification is made to the State of Michigan at the time the services are obtained. The terms of this contract and such additional terms as the State· of Michigan may require, shall be included in any subcontract, and approval of the subcontract shall not relieve the Contractor of any responsibility for performing this contract.

**I. Compliance With State & Federal Laws**

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of this Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the State of Michigan.

**J. Travel**

The travel expenses to be incurred by the Contractor pursuant to the contract for services shall be included in the total amount of the contract award. The State of Michigan will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the State of Michigan will not reimburse travel expenses in excess of the rate established by the State of Michigan. The Contractor shall be responsible for all travel arrangements and provide supporting documentation for reimbursement.

**K. Client Confidentiality**

The Contractor assures compliance with the State of Michigan's requirements pertaining to the protection, use and release of personal information. Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photqgraphs, records of evaluation, and all other records of the client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

**L. Unallowable Costs**

All costs incurred under this contract must be in compliance with the NDBEDP rules and regulations. In the event the Contractor is in doubt of providing services as an allowable cost, the Contractor must verify with the Federal Communications Commission (FCC). Such verification must be in writing from the FCC and submitted with the claim for reimbursement.

**M. Audit**

**1. Federal Funds**

Organizations that expend $500,000 or more in a year in federal funds

from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133, (June 26, 2003 Revision), "Audits of States, Local Governments and Non-Profit Organizations," pursuant to the Single Audit Act of 1984 31 U.S.C. 7501 et seq. and subsequent amendments thereto.

**2. State Funds**

Corporations both for-profit and non-profit, and governmental entities that receive $50,000 or more in a year in State funds from State of Michigan shall have a certified independent audit of its operations conducted in

accordance with Government Audit Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a supplementary Schedule of Awards listing all state and federal funds by funding source.

**3. Auditor Approval and Audit Distribution**

The audit shall be performed by a certified public accountant or public

accountant who has a valid and current permit to practice public accountancy in the State of [State Name] and who is approved by the [state agency if applicable] to perform audits according to Government Audit Standards. Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control review report, prior to the audit being conducted. State of Michigan retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the State of Michigan plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor's latest external quality control review report within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. State of Michigan reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if State of Michigan has not received the prior year audit.

**N. Energy Efficiency**

The Contractor agrees to meet mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act [P.L. 94-163]. codified at 42 USC 6201 et seq.

**0. Environmental Protection**

If the payments pursuant to the contract are expected to exceed $100,000, the Contractor must comply with the Section 306 of the Clear Air Act (42 U.S.C. 1857 {h} ], Section 508 of the Clean Water Act [33 U.S.C. 1368], Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15], which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EP A list of Violating Facilities.

**P. Employment Relationship**

This contract does not create an employment relationship. Individuals performing services required by this contract are not considered employees of the State of Michigan nor the State of Michigan for any purpose and as such shall not be eligible

for benefits accruing to state employees. Contractor shall comply with all applicable laws regarding workers, compensation insurance. '

**Q. Contract Jurisdiction**

The resulting contract will be governed in all respects by the laws of the State of Michigan,which will be the venue in the event any legal action is filed by State of Michigan or the Contractor to enforce or to interpret provisions of the Contract.

**R. Severability**

If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.