

**CONNECTICUT
INDIVIDUAL DEVELOPMENT ACCOUNT INITIATIVE**



**STATE OF CONNECTICUT DEPARTMENT OF LABOR
SOLICITATION FOR PROPOSALS
AND
APPLICATIONS FOR CERTIFICATION**

October 2007

Legal Notice – Request for Proposals and Application for Certification

The Connecticut Department of Labor (DOL) solicits applications for the certification of existing and proposed Individual Development Account programs consistent with criteria established by DOL under the authority of Connecticut Public Act 00-192 and the regulations promulgated there under. This solicitation will also collect proposals for funding under Connecticut Public Act 00-192. In order to be eligible for funding, an applicant's IDA program must have been certified under the criteria established by DOL and defined in the solicitation. The solicitation will serve both to collect applications for certification and proposals for funding.

Copies of the Solicitation for Proposals and Applications for Certification including a copy of the regulations are available for download from the Connecticut Department of Labor website at <http://www.ctdol.state.ct.us/ida/idahome.htm>

To request hard copies of this Solicitation, please contact:

Marie Cianciolo
Welfare to Work Unit
Connecticut Department of Labor
200 Folly Brook Boulevard
Wethersfield, CT 06109
Voice: 860-263-6753
E-mail: marie.cianciolo@ct.gov

Responses to this Request for Proposals will be received at the Welfare to Work Unit, Connecticut Department of Labor, 200 Folly Brook Boulevard, Wethersfield, CT 06109. Proposals must be clearly labeled:

- “Application for Housing Trust Fund Individual Development Account Certification and Funding Proposal” or
- “Application for Individual Development Account Certification”

Submissions must be received at the preceding address no later than **3:00 p.m. on Monday, January 14, 2008**. DOL will not consider postmark date as the basis for meeting submission deadline. Any response received after the specified date and time shall be returned unopened.

DOL expects to announce awards the week of **February 15, 2008**. Programs are expected to be operational on or before **April 1, 2008**.

DOL reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed to be in the best interest of the State of Connecticut.

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Introduction

Purpose

The Connecticut Department of Labor (DOL) solicits applications for the certification of IDA programs. To reduce the administrative burden on applicants, DOL will use this same document to solicit proposals for the operation of Individual Development Account (IDA) program(s) with funding available under the authority of Public Act 00-192 and the regulations promulgated there under. To the extent possible, the funded programs will be geographically distributed across the state.

Background

In 2000, the Connecticut General Assembly established the Connecticut Individual Development Account Initiative in DOL through Public Act 00-192. Individual Development Accounts, or IDAs, are special matched savings accounts designed to help families and individuals of modest means establish a pattern of regular saving and, ultimately, purchase a “productive asset.” A “productive asset” is something of value that is likely to return substantial long-term benefits to its owner and to the community. A successful IDA program will encourage home ownership, incubate micro enterprise, build individual financial knowledge and skills, support job training for economic independence and promote family stability. Asset ownership gives participants a stake in their communities and provides an incentive to more fully participate in community affairs. In addition, as participants' standards of living and disposable incomes rise, the economic benefits of an IDA program diffuse throughout an entire community.

The asset building strategy, of which IDAs are a component, emphasizes the need to equip low-income families and individuals with the resources (assets) and tools (financial literacy) to help them become self-sufficient. While an IDA program by itself cannot succeed without close coordination with other support programs, by fostering self-sufficiency it can be part of a long-term solution to economic dependence. This solicitation seeks to collect IDA program proposals that will demonstrate a commitment to moving low-income individuals to self-sufficiency and an understanding that the complexity of poverty requires a multifaceted response.

DOL is also charged with the function of certifying existing and future IDA programs for conformity to criteria that establish the minimum standards for compliance. To the extent possible, DOL has tried to minimize the burden on applicants for certification and funding by combining this solicitation.

Identification of the Need

Asset focused, matched incentive savings programs have proven to be a successful methodology for moving families out of poverty when fully integrated with other forms of support.

IDAs are necessary because low-income families need productive assets if they want to get out of poverty and achieve economic self-sufficiency. IDAs, through the use of matching deposits and supportive services, help low-income families acquire both the capital and skills they need to “jump start” their lives, set goals for the future and integrate into the mainstream economy.

IDAs are not hand-outs; they are an investment in people who are willing to save and invest in themselves. Asset acquisition benefits individuals, families and the community.

Overview of the Proposal/Certification Process

Bidding Process

All applications with the State regarding this Request for Proposals must be submitted in writing in sealed envelopes or sealed boxes clearly identifying the appropriate Request for Proposals reference:

- “Application for Individual Development Account Certification and Funding Proposal” or
- “Application for Individual Development Account Certification.”

Timetable

RFP Released	11/01/07 Thursday
Deadline for Written Questions	11/26/07 Monday (4:00 PM)
Deadline for Letter of Intent	11/26/07 Monday (4:00 PM)
Responses to Questions	12/10/07 Monday
Proposals Due	01/14/08 Monday (3:00 PM)
Review Period	01/15/08 – 01/31/08
Successful Bidder Announced	Week of 02/11/08

Questions and Answers On-line

The Department of Labor will accept written questions with regard to this solicitation from via mail, fax or e-mail (lisa.arends@ct.gov). Responses to the questions will be posted on The Department’s IDA web site at: www.ctdol.state.ct.us/ida/idahome.htm. A written reply to all questions submitted by bidders by the deadline will also be sent to interested parties who submit a letter of intent.

Letters of Intent

Interested applicants must submit a Letter of Intent to advise the Department of Labor of their intention to present a proposal in response to this RFP. The Connecticut Department of Labor must receive the Letter of Intent by the date and time indicated in the timetable above. Letters of Intent are to be mailed or faxed to:

Lisa Arends, IDA Program Director
Welfare to Work Unit
Connecticut Department of Labor
200 Folly Brook Boulevard
Wethersfield, CT 06109
Fax Number: 860-263-6579

Only those bidders who submit a letter of intent will receive copies of the questions and answers relative to the RFP. Submission of a Letter of Intent by the deadline is required in order to submit a proposal. Postmark date will not be considered the basis for meeting the deadline for submission of a Letter of Intent.

Evaluation and Selection

It is the intent of the Department of Labor to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. Only proposals found to be responsive to the RFP will be evaluated and scored. **A responsive proposal must comply with all instructions listed in this Request for Proposals.**

Contract Execution

The pursuant contract developed as a result of this RFP is subject to State contracting procedures, which include approval by the CT State Attorney General's Office. Please note that no financial commitment can be made until, and unless, the Attorney General approves the contracts.

Funding

The Department of Labor is seeking to contract for IDA services beginning on or before **April 1, 2008** and continuing for 60 months through **June 30, 2013**. It is expected that a maximum of \$355,000 will be available to provide these services for this time period. Funding is provided from the State's non-lapsing Individual Development Account Reserve Fund. Matching contributions for the Connecticut IDA Initiative are available for the eligible purposes within five years after the establishment of the grant to purchase the approved asset.

Program Requirements

Eligible Respondents

Community-based organizations (CBOs) that are exempt from taxation pursuant to section 501(c)(3) of the Internal Revenue Code of 1986 are eligible to respond to this solicitation.

501(c)(3) organizations responding to this solicitation will need to demonstrate the capacity to run an effective program, leverage resources, maintain a participant tracking system using MS Access, MS Word, MS Excel and/or any other software The Department designates to collect program performance information and distribute matching funds in accordance with Connecticut state regulations.

IDA Participant Eligibility

In order to be eligible at the time of application to participate in a certified state IDA program, an individual shall reside in a household located in Connecticut, which has an adjusted gross income not in excess of eighty percent of the median household income for the area in which the individual resides, and meet one of the following factors:

- 1) have earned income; or
- 2) meet the definition of an individual with a qualified disability as follows:
 - the individual is receiving Supplemental Security Income or Social Security Disability; or
 - the individual is receiving Medicaid on the basis of a disability; or
 - the individual is participating in rehabilitation services under Chapter 319mm of the Connecticut General Statutes; or
 - the individual provides confirmation by the Bureau of Rehabilitation Services that such individual is eligible for assistance pursuant to chapter 319mm of the Connecticut General Statutes; or
 - the individual provides confirmation by any other agency deemed comparable by DOL of the individual's disability.

A CBO operating a certified IDA program is encouraged to define criteria, in addition to the eligibility criteria specified in this document, to select individuals for participation in this program. Additional criteria must include criteria designed to assist the CBO's efforts to ensure that at least thirty percent of the IDA account holders have earned income at or below two hundred percent of the Federal Poverty Level.

NOTE: IDA Programs that are established, administered and delivered under the Federal Assets for Independence Demonstration Program, in accordance with U.S. Public Law 105-285 Title, IV Assets for Independence, are considered to meet the above Target Population/Participant Eligibility criteria for certified State IDA programs

Financial Institution Eligibility

Eligible partnering financial institutions are restricted to those that are federally insured and authorized to operate in Connecticut in accordance with legal and regulatory requirements for such financial institution. Such institution must have demonstrated financial integrity (honesty, truthfulness, honor, veracity, reliability) and administrative capacity to hold and administer local accounts for the IDA program, including the following:

- Maintenance of Local Reserve Fund.
 - A Local Reserve Fund is an account established for deposit of grants, donations, contributions, and any other sources of revenue received for the IDA program; and for withdrawal of administrative and program costs, and matching dollars for participants' IDAs.
- Accounting for funds issuing from the State Individual Development Account Reserve Fund.
- Accounting for matching funds and associated interest pertaining to participant IDAs.
 - Funds from account holders who have left the IDA program shall be returned for redeposit in the State IDA Reserve Fund no later than December 31 of each year.
- Maintenance of participants' IDA accounts which must be either Trust accounts or Custodial accounts established and maintained in accordance with United States Public Law 105-285 Title IV, Assets for Independence, Sections 404(5)(A) and 404(5)(B).

NOTE: Different financial institutions may hold participants' IDAs, all of which must be federally insured, and authorized to operate in Connecticut.

Permissible Savings Goals

The following savings goals are authorized by Public Act 00-192:

- Costs of Education or Job Training. Such costs may include the costs of tuition and fees which are required for the enrollment or attendance of the account holder at an approved educational institution. Such costs also may include the fees, books, supplies and equipment required for the Education or Job Training.
 - "Education" is defined as: A post-secondary program of instruction provided by a college, university, community college, area vocational-technical school, professional institution or specialized college or school legally authorized to grant degrees; or any related educational program approved by the CBO and DOL.
 - "Job Training" is defined as: A program of job entrance or skill development approved by the CBO and DOL.
- Purchase of a home as a primary residence.
- Participation in or development of a new or existing entrepreneurial activity, the business of which is qualified in that it does not contravene any law or public policy, and for which a business plan has been developed that:
 - is approved by a financial institution, a micro-enterprise development organization, or a non-profit loan fund having demonstrated fiduciary integrity.
 - includes a description of services or goods to be sold, a marketing plan, and projected financial statements.

- may require the account holder to obtain the assistance of an experienced entrepreneurial advisor.
- Purchase of an automobile for the purpose of obtaining or maintaining employment.
- Making of a lease deposit on a primary residence.

Savings Match Provisions

The following criteria shall apply to Certified State IDA programs:

- Account holders' savings shall be matched at a rate of no less than one (1) matching dollar from the local reserve fund to every one (1) dollar of participant IDA savings from earnings.
- State funded IDA programs shall be matched at a rate not more than two (2) state-awarded matching dollars from the local reserve fund to every one (1) dollar of participant IDA savings from earnings, not to exceed one thousand dollars of such matching funds per account holder for any calendar year and three thousand dollars per account holder for the duration of the account holder's participation in the program.
- Payment from accounts of program participants who have realized their savings goal shall be made on behalf of such participants directly to legitimate payees. That is, a bank check will be made out to the appropriate vendor or individual furnishing all or a part of a participant's asset goal (a bank or mortgage company for example).

Financial Literacy Training

To receive State certification, operating and proposed IDA programs must include a financial literacy training component. The Connecticut Department of Labor recommends the Federal Deposit Insurance Corporation (FDIC) Money Smart curriculum for the Financial Literacy Training component of this proposal.

NOTE: To order a free copy of the Money Smart Program go to www.fdic.gov/consumers/consumer/moneysmart/index.html. The link offers options to order by phone, fax, or on-line. To order a free copy of the Money Smart Program online on CD-ROM, select the [Money Smart Curriculum Online Order Form](#) link on the home page. For on-line orders, please allow 4 - 6 weeks for shipping.

If an applicant chooses to develop their own training, the curriculum must include the following minimum training goals and curriculum elements:

Minimum Training Goals for Participants:

- Set long and short-term goals
- Develop household budgets
- Develop systems to keep records for budgeting and income tax purposes
- Identify how, why, and when to use credit
- Repair negative credit histories
- Determine why, where, and when to use financial institutions
- Use Tax credits to increase financial security (e.g. Earned Income Tax Credit, Child or Dependent Care Credit, etc.)

Minimum Curriculum Elements:

- Financial goal setting; money values
- Net worth and income determinations and budgeting
- Record keeping
- Responsible credit choices and usage; costs and protections
- Credit reporting establishment, re-establishment, repair
- Fair debt collection
- Credit and consumer rights
- Banking: checking and savings options
- Financial safety (safeguards from frauds, credit/debit card loss, etc.)
- Tax return preparation and tax credit application counseling and assistance

Savings Plan Agreement

The savings plan agreement represents a contract between each account holder participant and the program operator that assigns certain responsibilities to each party. The savings plan agreement must include the following mandatory elements:

- Agreement by the program operator to establish in a timely manner an IDA account, including whether the account is a Trust or Custodial account.
- Statement that the account holder's participation in the IDA Program shall not extend beyond 5 years from the date of Individual Development Account grant establishment.
- Scheduled deposit plan outlining the amount of deposit to be made by the account holder on a specified periodic basis over a period of up to 5 years.
- Agreement by the IDA program operator to provide financial literacy training and agreement by the participant to attend the training.
- Deposit policy and limitations, including an acknowledgement by the account holder that deposits shall be made by cash, check, and money order or by electronic transfer of funds directly into the account.
- The rate at which the account holder's deposits will be matched.
- The permissible savings goal for which the account is maintained.
- Agreement that the program operator shall provide training that is specific to the savings asset goal and approved expense(s) set forth in the savings plan; and that the account holder shall attend such training.
- Declaration that the account holder may request an emergency withdrawal or leave of absence from the program.
- Allowance for development of a contingency plan in the event that the account holder fails to meet the savings goal outlined in the savings plan.
- Withdrawal policy and limitations, including the consequences of early withdrawal of IDA savings by the account holder, or the account holder's failure to meet the terms of the savings plan.
- Acknowledgement that any agreement as to the investment of assets shall be at the direction of the account holder after consultation with the program operator.
- An assurance that the CBO shall not require or direct an account holder to make any purchase or enter into any commercial transaction with a specific individual, business, financial institution or other entity (with the exception of IDA establishment).

- The policy by which the account holder’s IDA shall be distributed in the event of the account holder’s death, including the name(s) of eligible beneficiaries in whose name a separate account shall be created with such balance no more than 30 days after the death of the account holder.
- Statement that the savings plan agreement may be modified with the concurrence of both the account holder and the program operator.

Format of Proposal

Submissions in response to this request must contain three (3) copies of the proposal under a submission letter bearing the signature of the principle officer of the organization. Proposals must not exceed twenty five (25) pages excluding attachments. Proposals must be written using Times New Roman font, printed in at least twelve (12) point type and at least .75-inch margins. To qualify for consideration, all proposals will use the numbering format found in the “Proposal/Certification Submission Instructions” section. All attachments must be clearly labeled using a lettering format. *Each proposal must also be submitted on disk in Microsoft Word format; version 6.0 or higher.*

The State of Connecticut and the Department of Labor assume no liability for payment of expenses incurred by bidders in preparing and submitting proposals in response to this solicitation.

General Conditions

Successful respondents awarded a contract under this Request for Proposals will be required to comply with the General Conditions as a condition of award.

Minimum Program Elements

In order to be considered for State certification the application must be responsive to those elements identified by an asterisk (*) in the evaluation criteria as essential to certification. In order to be considered for funding, a program must have State certification. Successful proposals will have adequately responded to the certification application elements as well as program elements described in the “Proposal/Certification Submission Instructions”.

Maintenance of Certification

The applicant agrees to engage maximum efforts to maintain the conditions that qualified the applicant for State IDA certification. DOL shall review IDA Program certifications annually. DOL may conduct site reviews of any IDA program prior to or after certification to ensure compliance with applicable laws, regulations, and certification criteria. IDA program operators shall provide DOL with full access to any program records requested.

De-certification and Suspension

DOL may suspend certification of, or may de-certify, a State certified IDA program. Reasons may include but are not necessarily limited to the following:

- The CBO’s program no longer complies with the requirements of the regulations governing state IDA programs;

- The CBO has improperly or unlawfully utilized funds maintained in its local reserve fund;
- The CBO has failed to satisfy the reporting requirements; or
- The CBO breaches one or more of the assurances set forth in the approved plan between the account holder and the CBO.

The Commissioner of the Department of Labor maintains final discretion to reconsider suspension or de-certification rulings upon request of the program operator.

Proposal/Certification Submission Instructions

- 1) Executive Summary
 - a) **Provide a one-page summary** that identifies the basic objectives of the proposal and an overview of the scope and anticipated outcomes. Include an estimate of the dollar amount of this request and identify the geographic area (by towns) where the services under this proposal will be available.

- 2) Respondent's Operator Eligibility
 - a) **Provide evidence of the operator agency's 501(c)(3) status.** Entities seeking to operate certified State Individual Development Account (IDA) programs must be Community-based Organizations (CBO).
 - b) Please articulate your organization's Mission Statement.
 - c) Please provide an overview of your organization's programs or operations, including the organization's history of providing social services.
 - d) Please describe any experience your organization has had delivering human services programs, especially asset acquisition and related programs. Be sure to include program performance outcomes.

- 3) Respondent's Fiscal Capacity
 - a) Provide a description of the agency's financial management policy and procedures, a **copy of the most recent certified financial audit**, and declaration of whether the CBO participates in the Generally Accepted Accounting Principles/Procedures to demonstrate fiscal and administrative capacity to serve as an IDA program operator. Such capacity also may be evidenced by the following:
 - i) Description of demonstrated ability to operate an asset building program for individuals and families, or other programs intended to facilitate individual and family independence from public assistance, and/or self-sufficiency.
 - ii) Description of demonstrated ability to comply with State and Federal fiscal administrative requirements, such as Generally Accepted Accounting Principles, that may be required by DOL.
 - b) Describe and demonstrate commitment and ability to maintain the costs of administration and support services that do not exceed 15% of the total IDA program budget.
 - c) Please provide an operational budget for your organization that includes all funding sources. The response should identify all funding sources, both public and private, that support the organization. Elements that will support IDA participants should be identified by funding source and amount. Respondents are encouraged to maximize the program impact by integrating resources. **Strong coordination of social services will increase the competitive advantage of the proposal.**
 - d) Describe how you will leverage financial resources to successfully aid participants in home ownership in CT. For example, provide leveraging resources down payment assistance funding availability and interest rates, if possible.
 - e) Please indicate how you will integrate the Connecticut Housing Trust Fund Individual Development Account program into your agency's operating budget.

- 4) Respondent's Administrative Capacity
 - a) Describe your agency's unique organizational capacity to conduct an IDA Program. **Include an organizational chart that identifies reporting authorities.**
 - b) Provide the number, experience and qualifications of staff that are, or will be, assigned to this program to successfully operate all phases of the program including but not limited to: recruitment, screening, selection, enrollment, case management, counseling, IDA savings account maintenance, follow-up, asset purchase assistance, data management and reporting. Specifically describe the roles and responsibilities of all IDA program staff that will ensure program success and continuity in the event of staff turnover. **Note:** Reporting is mandatory and IDA program staff are required to be computer literate and proficient in the use of MS Access, MS Word, MS Excel or any other software designated by the Department of Labor for data collection. **Submit résumé(s) of all staff assigned to this IDA program.**
 - c) Provide detailed description of in-kind resources to be dedicated to the IDA program for the entire 60-month program. (In-kind resources are necessary for program success.)
 - d) Respondent's Special Awards and Professional Certifications:
 - i) Please identify any certificates of acknowledgement for human services delivery awarded to your organization.
 - ii) Identify professional certifications or licenses that will support account holder needs (e.g. certified daycare provider).

- 5) Assessment of Need
 - a) Please describe the analysis of community need conducted in preparation for this proposal. Describe the methodology used, such as focus groups or community inventory.
 - b) Describe your analysis of the information received.
 - i) Describe the needs of the account holders.
 - ii) Describe the business community and social service community support for IDA's.
 - iii) Describe how asset acquisition will contribute to the larger goals of economic independence, return on investment, community development, strengthened families and reductions in poverty.

- 6) Program Design – Please describe the organizational approach to:
 - a) Account holder Intake
 - i) Describe the systematic approach to attracting account holders to and enrolling them in the program. Recruitment may include media coverage, community outreach, advertising and close coordination with human services programs operating in the area.
 - ii) Please **provide a sample of the orientation curriculum** and a description of the delivery methodology.
 - iii) Describe the eligibility determination process that ensures the accountability, responsibility and accuracy of eligibility determinations.
 - iv) Define the criteria that will assist the CBO's efforts to ensure that at least thirty percent of the IDA account holders have earned income at or below two hundred percent of the Federal Poverty Level.
 - v) Describe any additional criteria that will be used for the selection of participants from the pool of eligible applicants, which may not violate prohibitions against

discrimination. For example, selection criteria may consider an applicant's past attendance and completion of programs operated by the CBO, of an applicant's attested willingness or demonstrated commitment to save money and participate in a matched savings program, establish and follow an approved savings plan and attend and complete financial skills training.

b) Participation Requirements

i) Describe the program procedures that address each of the following elements:

- (1) Emergency withdrawals of individual savings from IDAs including withdrawal processes, savings plan modifications, and savings replacement. Requests for emergency withdrawal may be granted on a case-by-case basis if the reasons for the withdrawal derive from an unforeseen emergency such as illness, eviction or potential foreclosure, or job loss. If the request is granted, the account holder may withdraw only those funds, or a portion of those funds, deposited by the account holder in the IDA. The account holder may not access matching contributions at any time. The CBO may retain the matching funds for the account holder in its local reserve fund until the account holder re-deposits the withdrawn funds or leaves the certified state IDA program.
- (2) Leaves of absence from the program. Requests for a leave of absence due to a death, divorce, loss of employment or other reason(s) deemed appropriate by the CBO may be granted on a case-by-case basis. The CBO may grant an account holder a leave of absence for a period up to two years within the five-year duration of the IDA grant.
- (3) Procedures for retaining the IDA, remaining account holder savings, and original matching commitment if money is withdrawn from an IDA due to an emergency or reason other than to leave the program before completion.
- (4) Provisions for account holders to access individual savings but forfeit matching dollars if money is withdrawn from an IDA due to a decision to leave the program before reaching the savings goal and completing the program.

c) Savings Plan Agreements

- i) Provide a sample of the savings plan agreement that is signed by participants and approved by the IDA program provider.
- ii) Describe any supplemental elements to the Savings Plan Agreements. **Supplemental elements to the Savings Plan Agreements beyond the minimum may increase the score of the proposal to the extent they represent value to the account holder.** *For example, proposal evaluators will consider savings plans available in multiple reading levels and languages other than English as supplemental elements beyond the minimum.*

d) Account Holder Training

- i) Describe the asset specific training that will be provided and **provide a sample of relevant curriculum materials.** The IDA program operator is required to provide asset-specific training based upon the savings goal referenced in the savings plan and program participant account holders are required to attend such training.
- ii) Describe the financial literacy training that will be provided and **provide a sample of relevant curriculum materials.** Please indicate if this requirement is satisfied by the use of the FDIC's "Money Smart" curriculum. The IDA program operator is required to provide financial literacy training with very specific curriculum elements.

The response to this requirement will be assessed for compliance against the minimum required elements as listed under “*Financial Literacy Training*” of this solicitation.

- iii) Describe any supplemental elements to the financial literacy training curriculum. **Supplemental elements to the financial literacy training beyond the minimum may increase the score of the proposal to the extent they represent value to the account holder.** *For example, proposal evaluators will consider literacy training available on-line, after hours and in languages other than English. Guest speakers on related asset building topics of value to account holders.*

7) Partnering Financial Institution

- a) Please identify the partnering financial institution and **provide a copy of the institution’s federal insurance/membership letter or certificate.** Partnering Financial Institutions must be federally insured.

b) Financial Institution Agreements

- i) Operating IDA Programs seeking certification must provide a copy of their agreement(s) with all partnering financial institutions.
- ii) Proposed IDA Programs seeking certification of a program design must **submit a letter of intent** from all proposed partnering financial institutions.
- iii) All applicants must demonstrate that existing or proposed financial institution partnering agreement(s) are consistent with the following criteria:
 - (1) Agreement to establish and maintain a Local Reserve Fund in accordance with applicable laws and regulations.
 - (2) Agreement to establish and maintain participants’ IDAs, and to permit account holders to make deposits into their IDAs.
 - (3) Banking service location or locations that are accessible to IDA program account holders.
 - (4) Payment of market rate of interest on savings.
 - (5) Provisions for the partnering financial institution to hold and manage IDA program accounts in the event that program certification status is revoked, until such certification status is restored or an alternate program operator is identified.
 - (6) An assurance that the financial institution shall not require or direct an account holder to make any purchase or enter into any commercial transaction with a specific individual, business, financial institution or other entity as a condition of participation.

8) Other Partnership Agreements

- a) Please describe any financial or non-financial agreements with other organizations that will assist account holders to achieve savings objectives. **Operational agreements with providers of support services that will assist account holders to attain the objectives of the program can increase the competitive advantage of the proposal.**

9) Savings Match Provisions And Procedures

- a) Describe how the program savings match will be administered consistent with the savings match provisions as outlined under “*Savings Match Provisions*” section of this solicitation.

- i) Identify the planned match rate and describe how it was arrived at.
- ii) Describe how the legitimacy of payees will be verified.

10) Case Management

- a) Describe the provision of ongoing dedicated case management throughout program participation. The description should identify caseloads and at least the following elements:
 - i) Assisting accountholders to develop and revise as necessary their individual savings plans and related agreements to achieve asset building goals.
 - ii) Crisis intervention: working with accountholders to address emergency situations that might arise by developing alternative strategies to prevent emergency withdrawals of savings from IDA accounts.
 - iii) Reviewing monthly account statements from banks with account holders, and providing ongoing counseling on questions concerning deposits, withdrawals, budgeting, checking, permissible savings goals and related approved expenses.

11) Credit Counseling

- a) Describe the provision of, or arrangements for, credit counseling that includes but is not necessarily limited to the following:
 - i) Credit history assessments
 - ii) Credit repair assistance
 - iii) Credit stability counseling

12) Budget and Plan of Service

- a) Using Attachments A and B, please provide budget detail that identifies the use of the funding resources requested under this proposal.
- b) Using Attachment C, please provide a plan of service to account holders enrolled under the Connecticut Housing Trust Fund Individual Development Account Initiative.

13) Program Goals And Objectives

- a) Please provide a detailed description of the methods and procedures used to identify program quality, progress and success. Include the feedback loop that informs the program managers of the need for program improvements.
 - i) Please identify the program performance outcomes and evaluation criteria.
 - ii) Please identify post program follow-up performance outcomes and evaluation criteria.
 - iii) Provide performance goals for each measure.

14) Program Implementation

- a) Please provide a work plan and timeline for program implementation. Identify major and minor benchmarks including start-up and recruitment to asset purchase. Please provide a Gantt chart if possible.

15) Assurances

- a) Provide statements that attest to compliance with each of the following assurances:
 - i) Account Holder Protections

- (1) With the exception of the IDA and financial services directly related to the maintenance and establishment thereof, the IDA program operator and/or the partnering financial institution may not require account holders to purchase approved expenses, related auxiliary services, loans, property, or other services or assets related to permissible savings goals from any particular provider entity, or in any particular geographic location within Connecticut. Provider entities include but are not limited to public and private sector providers and/or vendors of services and/or assets related to the approved expenses.
- (2) Notwithstanding section 15) a) i) (1) above, the partnering financial institution may offer incentives related to service costs and interest rates for loans related to the approved housing expense, which are optional for account holders upon reaching savings goals.
- ii) Target Population Monitoring
 - (1) IDA Operators must exercise their best effort to ensure that at least thirty percent of IDA participants have earned income at or below two hundred percent of the Federal Poverty Level at the time of eligibility determination.
- iii) Reporting
 - (1) Agreement to submit Individual Development Account statements to account holders
 - (2) Agreement to submit Local Reserve Fund account statements to DOL
 - (3) Agreement to use the computer software deemed compatible by DOL for IDA program management information system purposes
 - (4) Agreement to submit timely reports including but not limited to submission of reports to DOL and to a State IDA Clearinghouse, in accordance with requirements prescribed by DOL for report type, design, elements, and frequency.
- iv) Evaluation
 - (1) Agreement to cooperate with State monitoring and evaluation processes, timeframes, and requirements in order to maintain certification, including but not limited to providing DOL or its designee access to IDA program records, staff, and participants upon request.

16) Attachments

- a) Administrative Budget
- b) Support Services Budget
- c) Plan of Service
- d) Copy of 501(c)3
- e) Copy of most recent certified financial audit
- f) Agency operational budget
- g) Organizational chart
- h) Copy of staff résumés
- i) Sample Orientation
- j) Sample Savings Plan
- k) Sample Asset Specific Training curriculum
- l) Sample Financial Literacy Training curriculum
- m) Financial institution federal insurance/membership letter or certificate
- n) Partnering financial institution letter of intent

Provide optional attachments if they support the proposal and contribute to an understanding of the respondent's capacity to run the Connecticut IDA program.

Evaluation Criteria

DOL will use the following criteria as a guide to evaluate responses to this solicitation. Evaluation items identified with an asterisk (*) are required for State certification.

Operator Eligibility		0-24 points
1) a) Is the executive summary one-page? Does it have the basic objectives of proposal, scope and anticipated outcomes articulated? Does it include the dollar amount of the request and are the geographic area (by towns) to be serviced identified?		<i>1 point</i>
2) a) Is the evidence of 501(c)(3) status acceptable?	*	<i>0-1 points</i>
2) b),c),d) How well has the respondent demonstrated the organizational focus and historical success in operating human services programs? Are program performance outcomes indicative of asset building success?		<i>0-2 points</i>
3) a) Did the respondent adequately demonstrate fiscal and administrative ability to operate an asset-building program? Copy of most recent certified financial audit is required.	*	<i>0-4 points</i>
3) b) Did the respondent demonstrate an ability and commitment to maintain administrative and support services costs at or below 15% of the total IDA program budget?	*	<i>0-2 points</i>
3) c) How well does the budget demonstrate the integration of programs to maximize the impact for participants? <i>Strong coordination of social services will increase the competitive advantage of proposal.</i>		<i>0-2 points</i>
3) d) How well does the organization demonstrate it has leveraged financial resources to successfully aid participants in home ownership in CT?		<i>0-2 points</i>
4) a),c),d) How well has the respondent demonstrated the administrative capacity to operate a quality IDA program? Organizational chart identifying reporting authorities is required.		<i>0-3 points</i>
4) b) How well has the respondent demonstrated the computer literacy required (MS Access, MS Word, MS Excel) to maintain a participant tracking system and collect program performance data? Résumé(s) of all staff assigned to IDA program is required.		<i>0-4 points</i>
5) Has the respondent demonstrated an analysis of the local need for IDA programs?	*	<i>0-3 points</i>
Program Design		0-44 points
6) a) Are the recruitment, orientation, screening, eligibility determination and participant prioritization processes proposed in a manner that reduces the burden on applicants and selects those most likely to succeed?	*	<i>0-5 points</i>
6) b) Has the proposed program articulated appropriate procedures for emergency withdrawal, leaves of absence, retaining account balances and account holder access to savings due to a decision to leave the program? Review procedures for consistency with the program purpose.	*	<i>0-4 points</i>
6) c) i) Did the sample savings plan agreement contain each of the minimum required elements as outlined in the program requirements section of the	*	<i>0-5 points</i>

proposal?		
6) c) ii) Does the Savings Plan contain supplemental elements that represent value to the account holder? <i>e.g. Plans available at various reading levels and languages other than English.</i>		0-3 points
6) d) i) Is the asset specific training curriculum adequate and appropriate? Sample of relevant curriculum materials is required.	*	0-4 points
6) d) ii) Is the financial literacy training curriculum adequate and appropriate? Sample of relevant curriculum materials is required.	*	0-4 points
6) d) iii) Does the literacy training curriculum contain supplemental elements that represent value to the account holder? <i>e.g. Literacy training available on-line, after hours and in languages other than English. Guest speakers for related asset building topics of value to account holders</i>		0-3 points
7) a) Is evidence provided that the respondent proposes to partner with financial institution(s) that are federally insured? Copy of federal insurance letter or certificate required.	*	0-2 points
7) b) Do existing or proposed agreements with partnering financial institutions contain the minimum required elements as outlined in the program requirements section of the proposal?	*	0-2 points
8) a) Has the respondent entered into operational agreements with providers of support services that will assist account holders to achieve savings objectives? <i>Operational agreements with providers of support services can increase the competitive advantage of the proposal.</i>		0-2 points
9) a) Are the savings match procedures consistent with savings plan agreements and well substantiated?	*	0-2 points
10) a) Are case managers' case loads appropriate and planned case management activities consistent with minimal requirements and identified needs?	*	0-5 points
11) a) Does the proposed credit counseling conform to the minimum requirements?	*	0-3 points
Budget and Plan of Service		0-12 points
12) a) Does the budget detail identify cost items that are reasonable and necessary to the goals of the program?		0-3 points
Does the budget detail demonstrate a commitment to the efficient use of the IDA resources? (Be sure administrative costs do not exceed 15%.)	*	0-3 points
12) b) Does the plan of service represent a reasonable plan of services to account holders?		0-3 points
Is the plan of services consistent with the budget and program goals?		0-3 points
Program goals and objectives		0-4 points
13) a) Are evaluation criteria consistent with the program purpose?		0-2 points
13) a) iii) Are performance goals reasonable and challenging?		0-2 points
Program Implementation		0-2 points
14) a) Is the work plan and implementation timeline likely to ensure program efficacy?		0-2 points
Assurances		0-8 points
15) a) i) Respondent agrees to comply with Account Holder Protections assurances.	*	0-2 points
15) a) ii) Respondent agrees to comply with Target Population Monitoring	*	0-2 points

assurances.		
15) a) iii) Respondent agrees to comply with Reporting assurances.	*	<i>0-2 points</i>
15) a) iv) Respondent agrees to comply with Evaluation assurances.	*	<i>0-2 points</i>
Attachments		0-6 points
16) Respondent has included all required attachments.	*	<i>0-4 points</i>
16) Does the inclusion of “optional attachments” support the proposal and contribute to an understanding of the respondent’s capacity?		<i>0-2 points</i>

Attachments

Administrative and Support Services Budget

The Connecticut Housing Trust Fund Individual Development Account Initiative shall be operated such that the costs of Administration and Support Services do not exceed 15% of the total IDA proposal budget. This portion of the proposed budget identifies only Administration and Support Services costs of the grant requested under this proposal.

The costs of administration are the allocable portion of necessary, reasonable and allowable costs of operating a Connecticut Housing Trust Fund Individual Development Account program. These costs can be both personnel and non-personnel and both direct and indirect. The costs of administration are the costs associated with performing the following functions:

- (1) General administrative functions and the coordination of those functions such as;
 - a. Accounting, budgeting, financial and cash management functions;
 - b. Procurement and purchasing functions;
 - c. Property management functions;
 - d. Personnel management functions;
 - e. Payroll functions;
 - f. Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports;
 - g. Audit functions;
 - h. General legal services functions; and
 - i. Developing systems and procedures, including information systems, required for these administrative functions;
- (2) Performing oversight and monitoring responsibilities related to the IDA program administrative functions;
- (3) Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;
- (4) Travel costs incurred for official business in carrying out administrative activities or the overall management of the IDA system; and
- (5) Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, systems development and operating costs of such systems.

Support Services costs are the allocable portion of necessary, reasonable and allowable costs of training, counseling and case management for accountholders enrolled in a Connecticut Housing Trust Fund Individual Development Account program. These costs can be both personnel and non-personnel and both direct and indirect. The Support Services costs are the costs generally related to a benefit to the account holder. Support Services costs are those associated with performing the following functions:

- (1) Credit history assessments;
- (2) Assistance in credit repair and on-going credit stability;
- (3) General financial education as approved by the Department;
- (4) Asset-specific training;

- (5) On-going and dedicated case management for account holders throughout program participation, which includes but is not necessarily limited to the following:
 - a. Assisting account holders to develop and revise as necessary their approved savings plans to achieve asset-building goals;
 - b. Crisis intervention which entails working with account holders to address emergency situations by developing alternative strategies to prevent emergency withdrawals of savings from individual development accounts or early withdrawals by the account holders from the program; and
 - c. Reviewing monthly account statements from banks with accountholders, and providing ongoing counseling on questions concerning deposits, withdrawals, budgeting, checking, and approved expenses.
- (6) Personnel and related non-personnel costs of staff that perform both administrative functions and support services must be allocated as administrative or support services to the benefiting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.
- (7) Specific costs charged to an overhead or indirect cost pool that can be identified directly as a support services cost are to be charged as a support services cost. Documentation of such charges must be maintained.

Administrative Budget Sheet (Attachment A)

Administrative Staff Salaries				
Staff Position	Number in this position	% time	# weeks	Charge
Total Administrative Staff Salaries				

Administrative	Rate	Amount applied	Charge
FICA			
Workers' Compensation			
Health and Welfare Insurance			
Unemployment Compensation			
Other (specify)			
Other (specify)			
Total Administrative Fringe Benefits			

Administrative Budget continued (Attachment A)

Administrative Rent (List Address)	Cost/ Sq Ft	% to IDAs	Charge
Maintenance (if separate)			
Utilities (if separate)			
Total Administrative Rent			

Administrative Travel (list position)	Rate/Mi	Miles/ Wk	# Weeks	Charge
Total Administrative Travel				

Misc. Administrative Detail	Charge
Contracted Services (Identify Service)	
Contracted Services (Identify Service)	
Contracted Services (Identify Service)	
Other Expenses (Identify)	
Other Expenses (Identify)	
Total Misc. Administrative Detail	
Grand Total Administrative Costs	

Support Services Budget Sheet (Attachment B)

Support Staff Salaries				
Staff Position	# in this position	% time	# weeks	Charge
Total Support Staff Salaries				

Support Fringe Benefits	Rate	Amount applied	Charge
FICA			
Workers' Compensation			
Health and Welfare Insurance			
Unemployment Compensation			
Other (specify)			
Other (specify)			
Total Support Fringe Benefits			

Support Services Budget continued (Attachment B)

Support Rent (List Address)	Cost per Sq Ft	% to IDAs	Charge
Maintenance (if separate)			
Utilities (if separate)			
Total Support Rent			

Support Travel (list position)	Rate/Mi	Miles/ Wk	# Weeks	Charge
Total Support Travel				

Misc. Support Detail	Charge
Contracted Services (Identify Service)	
Contracted Services (Identify Service)	
Other Expenses (Identify)	
Other Expenses (Identify)	
Other Expenses (Identify)	
Total Misc. Support Detail	

Grand Total Support Costs	
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Plan of Service (Attachment C)

The Plan of Service asks respondent to anticipate the number of individuals enrolled at the end of each quarter and the number of IDAs opened by quarter during the project period. Please duplicate this page as required.

Program Operator Timeline:	Participants Enrolled* by Quarter:	IDA Accounts Opened by Quarter:
Jan – March 2008		
Apr – June 2008		
July – Sept 2008		
Oct – Dec 2008		
Jan – March 2009		
Apr – June 2009		
July – Sept 2009		
Oct – Dec 2009		
Jan – March 2010		
Apr – June 2010		
July – Sept 2010		
Oct – Dec 2010		
Jan – March 2011		
Apr – June 2011		
July – Sept 2011		
Oct – Dec 2011		
Jan – March 2012		
Apr – June 2012		
July – Sept 2012		
Oct – Dec 2012		
Jan – March 2013		
Apr – June 2013		
July – Sept 2013		
Oct – Dec 2013		

* Definition of Enrolled - A participant is considered enrolled when he/she starts receiving services (e.g. financial education training) through your IDA program.

IDA Related Resources

- <http://www.ctdol.state.ct.us/ida/idahome.htm> - Connecticut Department of Labor IDA web site
 - <http://www.cfed.org/> - Corporation for Enterprise Development
 - <http://www.idanetwork.org/> - The IDAnetwork - Exchanging Information on Individual Development Accounts
 - <http://www.centeronhunger.org/pubs/adipubs.html> - Center on Hunger and Policy, Publications from the Asset Development Institute
 - <http://gwbweb.wustl.edu/csd> - Center for Social Development, Washington University in St. Louis, George Warren Brown School of Social Work
 - <http://www.ised.org/splash/ised.htm> - Institute for Social and Economic Development (ISED)
 - <http://www.ctpartnershiphousing.com/> - Partnership for Strong Communities
 - <http://www.huduser.org/about/pdrabout.html> - U.S. Department of Housing and Urban Development's (HUD) Office of Policy Development and Research
 - <http://www.newrules.org/equity/assetCT.html> - The New Rules Project
 - <http://www.assetsalliance.org/pages/home.php> - The Assets Alliance, advancing assets, opening opportunities
 - <http://www.fdic.gov/consumers/consumer/moneysmart/index.html> - The Federal Deposit Insurance Corporation (FDIC)
-
- Assets and the Poor: A New American Welfare Policy – by Michael Sherraden; Sharpe, M.e., Inc. 1991. ISBN: 1653240661 (paperback)

80% HUD Area Annual Median Income - 2007

2007 Town	80% HUD Area Annual Median Income based on a Family Size of...									
	1	2	3	4	5	6	7	8	9	10
Andover	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Ansonia	\$45,752	\$52,288	\$58,824	\$65,360	\$70,589	\$75,818	\$81,046	\$86,275	\$91,504	\$96,733
Ashford	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Avon	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Barkhamsted	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Beacon Falls	\$45,752	\$52,288	\$58,824	\$65,360	\$70,589	\$75,818	\$81,046	\$86,275	\$91,504	\$96,733
Berlin	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Bethany	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
Bethel	\$53,704	\$61,376	\$69,048	\$76,720	\$82,858	\$88,995	\$95,133	\$101,270	\$107,408	\$113,546
Bethlehem	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Bloomfield	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Bolton	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Bozrah	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Branford	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
Bridgeport	\$44,744	\$51,136	\$57,528	\$63,920	\$69,034	\$74,147	\$79,261	\$84,374	\$89,488	\$94,602
Bridgewater	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Bristol	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Brookfield	\$53,704	\$61,376	\$69,048	\$76,720	\$82,858	\$88,995	\$95,133	\$101,270	\$107,408	\$113,546
Brooklyn	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Burlington	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Canaan	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Canterbury	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Canton	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Chaplin	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Cheshire	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
Chester	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Clinton	\$52,080	\$59,520	\$66,960	\$74,400	\$80,352	\$86,304	\$92,256	\$98,208	\$104,160	\$110,112
Colchester	\$48,160	\$55,040	\$61,920	\$68,800	\$74,304	\$79,808	\$85,312	\$90,816	\$96,320	\$101,824
Colebrook	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Columbia	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Cornwall	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Coventry	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Cromwell	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Danbury	\$53,704	\$61,376	\$69,048	\$76,720	\$82,858	\$88,995	\$95,133	\$101,270	\$107,408	\$113,546
Darien	\$65,128	\$74,432	\$83,736	\$93,040	\$100,483	\$107,926	\$115,370	\$122,813	\$130,256	\$137,699
Deep River	\$52,080	\$59,520	\$66,960	\$74,400	\$80,352	\$86,304	\$92,256	\$98,208	\$104,160	\$110,112
Derby	\$45,752	\$52,288	\$58,824	\$65,360	\$70,589	\$75,818	\$81,046	\$86,275	\$91,504	\$96,733
Durham	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
East Granby	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
East Haddam	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
East Hampton	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
East Hartford	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
East Haven	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
East Lyme	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
East Windsor	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Eastford	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434

2007

80% HUD Area Annual Median Income based on a Family Size of...

Town	1	2	3	4	5	6	7	8	9	10
Easton	\$44,744	\$51,136	\$57,528	\$63,920	\$69,034	\$74,147	\$79,261	\$84,374	\$89,488	\$94,602
Ellington	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Enfield	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Essex	\$52,080	\$59,520	\$66,960	\$74,400	\$80,352	\$86,304	\$92,256	\$98,208	\$104,160	\$110,112
Fairfield	\$44,744	\$51,136	\$57,528	\$63,920	\$69,034	\$74,147	\$79,261	\$84,374	\$89,488	\$94,602
Farmington	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Franklin	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Glastonbury	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Goshen	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Granby	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Greenwich	\$65,128	\$74,432	\$83,736	\$93,040	\$100,483	\$107,926	\$115,370	\$122,813	\$130,256	\$137,699
Griswold	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Groton	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Guilford	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
Haddam	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Hamden	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
Hampton	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Hartford	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Hartland	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Harwinton	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Hebron	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Kent	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Killingly	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Killingworth	\$52,080	\$59,520	\$66,960	\$74,400	\$80,352	\$86,304	\$92,256	\$98,208	\$104,160	\$110,112
Lebanon	\$48,160	\$55,040	\$61,920	\$68,800	\$74,304	\$79,808	\$85,312	\$90,816	\$96,320	\$101,824
Ledyard	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Lisbon	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Litchfield	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Lyme	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Madison	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
Manchester	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Mansfield	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Marlborough	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Meriden	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
Middlebury	\$36,848	\$42,112	\$47,376	\$52,640	\$56,851	\$61,062	\$65,274	\$69,485	\$73,696	\$77,907
Middlefield	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Middletown	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Milford	\$45,752	\$52,288	\$58,824	\$65,360	\$70,589	\$75,818	\$81,046	\$86,275	\$91,504	\$96,733
Monroe	\$44,744	\$51,136	\$57,528	\$63,920	\$69,034	\$74,147	\$79,261	\$84,374	\$89,488	\$94,602
Montville	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Morris	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Naugatuck	\$36,848	\$42,112	\$47,376	\$52,640	\$56,851	\$61,062	\$65,274	\$69,485	\$73,696	\$77,907
New Britain	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
New Canaan	\$65,128	\$74,432	\$83,736	\$93,040	\$100,483	\$107,926	\$115,370	\$122,813	\$130,256	\$137,699
New Fairfield	\$53,704	\$61,376	\$69,048	\$76,720	\$82,858	\$88,995	\$95,133	\$101,270	\$107,408	\$113,546
New Hartford	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
New Haven	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
New London	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
New Milford	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Newington	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Newtown	\$53,704	\$61,376	\$69,048	\$76,720	\$82,858	\$88,995	\$95,133	\$101,270	\$107,408	\$113,546
Norfolk	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088

2007

80% HUD Area Annual Median Income based on a Family Size of...

Town	1	2	3	4	5	6	7	8	9	10
North Branford	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
North Canaan	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
North Haven	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
North Stonington	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Norwalk	\$65,128	\$74,432	\$83,736	\$93,040	\$100,483	\$107,926	\$115,370	\$122,813	\$130,256	\$137,699
Norwich	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Old Lyme	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Old Saybrook	\$52,080	\$59,520	\$66,960	\$74,400	\$80,352	\$86,304	\$92,256	\$98,208	\$104,160	\$110,112
Orange	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
Oxford	\$45,752	\$52,288	\$58,824	\$65,360	\$70,589	\$75,818	\$81,046	\$86,275	\$91,504	\$96,733
Plainfield	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Plainville	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Plymouth	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Pomfret	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Portland	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Preston	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Prospect	\$36,848	\$42,112	\$47,376	\$52,640	\$56,851	\$61,062	\$65,274	\$69,485	\$73,696	\$77,907
Putnam	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Redding	\$53,704	\$61,376	\$69,048	\$76,720	\$82,858	\$88,995	\$95,133	\$101,270	\$107,408	\$113,546
Ridgefield	\$53,704	\$61,376	\$69,048	\$76,720	\$82,858	\$88,995	\$95,133	\$101,270	\$107,408	\$113,546
Rocky Hill	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Roxbury	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Salem	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Salisbury	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Scotland	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Seymour	\$45,752	\$52,288	\$58,824	\$65,360	\$70,589	\$75,818	\$81,046	\$86,275	\$91,504	\$96,733
Sharon	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Shelton	\$44,744	\$51,136	\$57,528	\$63,920	\$69,034	\$74,147	\$79,261	\$84,374	\$89,488	\$94,602
Sherman	\$53,704	\$61,376	\$69,048	\$76,720	\$82,858	\$88,995	\$95,133	\$101,270	\$107,408	\$113,546
Simsbury	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Somers	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
South Windsor	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Southbury	\$36,848	\$42,112	\$47,376	\$52,640	\$56,851	\$61,062	\$65,274	\$69,485	\$73,696	\$77,907
Southington	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Sprague	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Stafford	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Stamford	\$65,128	\$74,432	\$83,736	\$93,040	\$100,483	\$107,926	\$115,370	\$122,813	\$130,256	\$137,699
Sterling	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Stonington	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Stratford	\$44,744	\$51,136	\$57,528	\$63,920	\$69,034	\$74,147	\$79,261	\$84,374	\$89,488	\$94,602
Suffield	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Thomaston	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Thompson	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Tolland	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Torrington	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Trumbull	\$44,744	\$51,136	\$57,528	\$63,920	\$69,034	\$74,147	\$79,261	\$84,374	\$89,488	\$94,602
Union	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Vernon	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Voluntown	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Wallingford	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
Warren	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Washington	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088

2007

80% HUD Area Annual Median Income based on a Family Size of...

Town	1	2	3	4	5	6	7	8	9	10
Waterbury	\$36,848	\$42,112	\$47,376	\$52,640	\$56,851	\$61,062	\$65,274	\$69,485	\$73,696	\$77,907
Waterford	\$41,384	\$47,296	\$53,208	\$59,120	\$63,850	\$68,579	\$73,309	\$78,038	\$82,768	\$87,498
Watertown	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
West Hartford	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
West Haven	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
Westbrook	\$52,080	\$59,520	\$66,960	\$74,400	\$80,352	\$86,304	\$92,256	\$98,208	\$104,160	\$110,112
Weston	\$65,128	\$74,432	\$83,736	\$93,040	\$100,483	\$107,926	\$115,370	\$122,813	\$130,256	\$137,699
Westport	\$65,128	\$74,432	\$83,736	\$93,040	\$100,483	\$107,926	\$115,370	\$122,813	\$130,256	\$137,699
Wethersfield	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Willington	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Wilton	\$65,128	\$74,432	\$83,736	\$93,040	\$100,483	\$107,926	\$115,370	\$122,813	\$130,256	\$137,699
Winchester	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Windham	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434
Windsor	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Windsor Locks	\$44,912	\$51,328	\$57,744	\$64,160	\$69,293	\$74,426	\$79,558	\$84,691	\$89,824	\$94,957
Wolcott	\$36,848	\$42,112	\$47,376	\$52,640	\$56,851	\$61,062	\$65,274	\$69,485	\$73,696	\$77,907
Woodbridge	\$42,896	\$49,024	\$55,152	\$61,280	\$66,182	\$71,085	\$75,987	\$80,890	\$85,792	\$90,694
Woodbury	\$45,920	\$52,480	\$59,040	\$65,600	\$70,848	\$76,096	\$81,344	\$86,592	\$91,840	\$97,088
Woodstock	\$36,624	\$41,856	\$47,088	\$52,320	\$56,506	\$60,691	\$64,877	\$69,062	\$73,248	\$77,434

HHS Poverty Guidelines - 2007

EFFECTIVE January 24, 2007 PERCENTAGES OF FEDERAL POVERTY GUIDELINES

From: HHS

FAMILY SIZE	75%	100%	115%	125%	135%	150%	200%
1	\$7,658	\$10,210	\$11,742	\$12,763	\$13,784	\$15,315	\$20,420
2	\$10,268	\$13,690	\$15,744	\$17,113	\$18,482	\$20,535	\$27,380
3	\$12,878	\$17,170	\$19,746	\$21,463	\$23,180	\$25,755	\$34,340
4	\$15,488	\$20,650	\$23,748	\$25,813	\$27,878	\$30,975	\$41,300
5	\$18,098	\$24,130	\$27,750	\$30,163	\$32,576	\$36,195	\$48,260
6	\$20,708	\$27,610	\$31,752	\$34,513	\$37,274	\$41,415	\$55,220
7	\$23,318	\$31,090	\$35,754	\$38,863	\$41,972	\$46,635	\$62,180
8	\$25,928	\$34,570	\$39,756	\$43,213	\$46,670	\$51,855	\$69,140
Each additional member add	\$2,610	\$3,480	\$4,002	\$4,350	\$4,698	\$5,220	\$6,960

SOURCE: *Federal Register*, Vol. 72, No. 15, January 24, 2007, pp. 3147-3148

General Conditions

Part IV. GENERAL CONDITIONS: These terms apply, except where they are superseded by Part II, Specific Terms.

GENERAL DEFINITIONS

(A) "Department of Labor" or "DOL" as used herein means the Labor Commissioner of Connecticut. As used herein the term "Department of Labor" or "DOL" shall be synonymous with the term "grantor".

(B) "Contractor" as used herein means a private profit or non-profit corporation company, individual, agency, organization or municipality having an approved "Contract" with the DOL, to furnish services. As used herein the term "Contractor" shall be synonymous with the term "grantee".

(C) "Contract" means establishment of a binding legal relationship obligation. As used herein the term "Contract" shall be synonymous with the terms "agreement" and "grant".

1. **EFFECTIVE DATE:** This contract shall become effective only as of the date of signature by the DOL's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this contract shall be deemed effective for the entire term specified on the contract face page.

2. **TERMINATIONS, REALLOCATION, AND/OR REDUCTION**

(A) **Termination for Cause** – If, for any reason, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants or stipulations under this Contract, the DOL shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and the reason therefore specifying the effective date thereof at least (30) days before the effective date of such termination. In such event, all records, assets, property and documents of any nature, prepared or purchased by the Contractor under this agreement shall become available for audit. The Contractor shall not be relieved of liability to DOL for damages sustained by DOL by virtue of any breach of the agreement by the Contractor, and DOL may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages to the DOL is determined.

(B) **Termination for Convenience** – DOL or the Contractor may terminate this agreement at any time by giving at least thirty (30) days notice in writing to the other party. If the agreement is terminated by DOL as provided herein, the Contractor will be paid an amount equal to the costs actually incurred under the contract, less payments previously made.

(C) **Termination for Reduction or Termination of Funds** – The state agency reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

(D) **Reallocation and/or Reduction** – DOL reserves the right to reallocate or reduce the contract award at any time in the event that: (1) the Contractor deviates from the project plans as detailed in the contract; or (2) the Contractor's expenditure rate is not in compliance with applicable law, regulation, or DOL policies and procedures; or (3) the Governor, the General Assembly, or the Office of Policy and Management rescinds, reallocates, or in any way reduces the total amount budgeted for operation of the program during the fiscal year for which such funds are withheld, or (4) federal funding reductions result in reallocation of funds.

(E) The state agency reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party.

3. **CHOICE OF LAW AND CHOICE OF FORUM.** The Contractor agrees to be bound by the law of the State of Connecticut and the federal government where applicable, and agrees that the contract shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.

4. **CREDITS AND RIGHTS IN DATA.** Unless expressly waived in writing by the DOL all documents, reports, and other publications for public distribution during or resulting from the performances of this contract shall include a statement acknowledging the financial support of the state and the department and, where applicable the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such

a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the DOL, unless the DOL or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of DOL. Any publication shall contain the following statement: "This publication does not express the views of the DOL or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the DOL. The DOL or federal government where applicable shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The DOL may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the DOL of such data.

"Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

5. **FACILITY STANDARDS AND LICENSING COMPLIANCE.** The DOL may refuse to make payments under the terms of this contract for services for any period of the term of this contract during which the Contractor is found to have violated applicable local and state licensing, zoning, building, health, fire and safety regulations, ordinances, standards and criteria of pertinent authorities unless the Contractor is formally contesting the authority to require such standards, regulations, ordinances, and criteria or unless the Contractor has submitted a corrective action plan to the DOL and the DOL has approved the plan in writing.

6. **DEFAULT BY THE CONTRACTOR.** If the Contractor defaults as to or otherwise fails to comply with any of the conditions of this contract the DOL may: (a) withhold payments until the default is resolved to the satisfaction of the DOL; (b) temporarily or permanently discontinue services under this contract; (c) require that unexpended funds be returned to the DOL; (d) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the DOL; (e) require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the DOL in order to bring the program into contractual compliance; (f) terminate the contract; (g) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) under this contract or both; or (h) any combination of the above actions. In addition to the rights and remedies to the DOL by this contract, the DOL shall have all others rights and remedies granted to it by law in the event of or default by the Contractor under the terms of this contract.

7. **EXCUSABLE DELAYS**
Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include acts of God, fires, floods, etc. but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

8. **DISTRIBUTION OF CONFIDENTIAL INFORMATION**
The Contractor agrees to maintain the confidentiality of any information regarding applicants, participants, or their families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source to the extent provided by law. Without permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to performance or evaluation of the contract and to

persons having responsibilities under the contract including those furnishing services, under subcontracts.

9. DISPUTES

Except as otherwise provided in the Contract, any dispute covering a question of fact arising under this Contract, which is not disposed of by agreement, shall be decided by the Commissioner of DOL or Commissioner's Designee, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of DOL shall be final and conclusive.

10. PURCHASES

(A) The Contractor agrees to use its best efforts to obtain all supplies and equipment, for use in the performance of this Contract, at the lowest practical cost. When appropriate, the DOL will supply equipment costs to the Contractor in order to assist the Contractor in the procurement of supplies and equipment.

(B) Title to all non-expendable property acquired for the program with funds from this Contract shall remain in DOL. Non-expendable property is defined as property which will not be consumed or lose its identity and which costs \$1,000.00 or more per unit and is expected to have a useful life of one year or more. The Contractor further agrees to keep a property record inventory by description, model, serial number, and in such other manner and form, and at such time as prescribed by the DOL.

11. LEASE EQUIPMENT – ASSIGNABILITY

(A) The Contractor agrees that in the event it enters into any lease agreement(s) for the use of personal property in performance of this Contract with funds provided under this Contract, the Contractor shall provide DOL with a copy of any and all such lease agreement(s) immediately upon the execution of said lease agreement(s).

(B) At the direction of the DOL, the Contractor agrees to assign any and all rights and/or interests to said personal property provided under such lease agreement(s) to DOL, including, but not limited to, options to purchase any equipment subject to such lease agreement(s).

(C) DOL shall have the right to direct the Contractor to assign any and all rights and/or interests to personal property provided under such lease agreement(s) at any time during the term of this Contract.

12. FINANCIAL MANAGEMENT SYSTEM

The Contractor agrees to maintain a financial management system which will provide accurate, current, and complete disclosure of the financial results of each program funded under this agreement and to submit reports to DOL.

13. AUDIT AND RECORDS

(A) The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently reflect all direct and indirect costs of any nature in the performance of this contract.

(B) The Contractor agrees to provide access to the DOL or where applicable, federal agencies, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor or subcontractor which are directly pertinent to charges to this contract, in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies; this right also includes timely and reasonable access to Contractor's personnel for the purpose of interviews and discussions related to such documents.

(C) The Contractor shall preserve and make available all financial records, supporting documents, statistical records, and all other pertinent records for each funding period for a period of three years. The retention period shall start from the date of submission of the final expenditure report for that funding period.

The aforementioned records shall be retained beyond the prescribed period, if any litigation or audit is begun or if a claim is instituted involving this contract. In these instances the records shall be retained until the litigation, audit or claim has been finally resolved

(D) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety

of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this agreement shall be clearly identified and readily accessible.

(E) The Contractor shall comply with all state and federal auditing requirements. This includes, unless and to the extent specifically exempted by law, the requirement of Conn. Gen. Stat. Section 7-396(a) that the Contractor shall provide for an audit acceptable to the Department of Labor as defined in the "Department of Labor Audit Policy" on file at the Department of Labor.

(F) The Grantee receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Grantee receiving state funds must comply with the Connecticut General Statutes 7-396a and 396b, and the State Single Audit Act, 4-230 through 236 inclusive, and regulations promulgated thereunder. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records will be made available to the state and/or federal auditors upon request. The Contractor shall submit the final audit report in accordance with applicable schedules to:

CT Department of Labor
Business Management Division
Contract Accounting Unit
200 Folly Brook Boulevard
Wethersfield, CT 06109

The audit submitted shall be accompanied by a resolution report for all findings cited in the audit.

(G) At any time prior to final payment under this agreement, the DOL may have the invoices and detailed statement of costs examined. All current and prior payments shall be subject to reduction for amounts found not to constitute an allowable cost.

(H) The Contractor agrees to include in all subcontracts hereunder, a provision to the effect that the subcontractor agrees that the DOL, until the expiration of the record retention period stipulated in Section 14(C), shall have access to and have the right to examine any directly pertinent books, documents, papers, and records of the subcontractor involving transactions related to this Contract.

(I) CGS Sec. 1-218 Certain contracts for performance of governmental functions. Records and files subject to Freedom of Information Act. Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206.

14. DELINQUENT REPORTS. The DOL reserves the right to withhold payments for services performed under this contract if the DOL has not received on a timely basis acceptable progress reports, expenditure reports, refunds, and/or audits as required for any and all contracts the Contractor has entered into with the DOL.

15. LITIGATION. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

The Contractor shall provide written notice to the DOL of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations

under this contract.

17. LIMITATION OF COST

(A) It is expressly understood and agreed that in no event will the total amount to be paid to the Contractor under this agreement exceed the contract amount set forth on the face page, form DOL-500(w/wp), of this contract.

(B) The Contractor shall conform to the line item category set forth in Part III Budget Summary, and as to each line item shall expend no more than the amount set forth in said provision, except upon the written consent of DOL.

(C) Such funds will generally be made available by DOL to the Contractor on a reimbursable basis, for eligible costs which are defined as being those costs which are necessary and reasonable for the proper administration and performance of services to be provided under this Contract. However, if DOL finds that the Contractor is unable to function on such a basis DOL may provide funds to the Contractor for eligible costs on either an advance or working capital advance basis, as prescribed by DOL policy and procedures.

(D) It is expressly understood and agreed that the Contractor shall maintain ultimate liability for expenditures made under the grant. This provision shall not be construed to limit the prerogative of the Contractor to pass liability through Contract or written agreement in accordance with paragraph 10.

18. PAYMENT

Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by the State.

19. ASSIGNABILITY

The Contractor shall not assign, transfer or subcontract any interest in this agreement without prior consent of DOL.

20. SEVERANCE OF PROVISIONS

If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

21. AMENDMENTS AND MODIFICATIONS

This agreement can be amended or modified at any time during its term provided that the mutually agreed upon changes or additions are written and executed by both (all) parties to the agreement.

Formal written amendment of the contract is required for extensions to the final date of the contract period and to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

1. revisions to the maximum contract payment,
2. the unit cost of service,
3. the contract's objectives, services, or plan,
4. due dates for reports,
5. completion of objectives or services, and
6. any other contract revisions determined material by the state agency.

22. REFUNDS

The Contractor agrees that any refunds, rebates, credits or other amounts accruing to or received by the Contractor under this contract shall be paid by the Contractor to the DOL to the extent that they are properly allocable to costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract, within sixty (60) calendar days from the termination of this contract.

23. POLITICAL ACTIVITIES

No refunds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services or for the employment of assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this contract with (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office, (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (3) any

voter registration activity. In addition, the Contractor further agrees to the limitations of the Hatch Act (5USC 1502(a), 18 USC 595) when Federal funds are involved.

24. PROGRAM REPORTING

The Contractor agrees to provide, at the request of the DOL, periodic progress reports relating to the general status of Program Client(s) placed under this contract. The Contractor further agrees to respond to any such request with reasonable promptness.

25. LAYOFF CERTIFICATION

The Contractor agrees that no Program Client will be employed pursuant to this agreement in a job from which an employee of said Contractor has been laid off and still holds recall rights pursuant to a collective bargaining agreement or published employer policy, or where there is no collective bargaining agreement or policy governing recall rights, that the Contractor shall not hire a Program Client for a job from which an employee had been laid off within the past year.

The Contractor further agrees that it shall not terminate the employment of any of its employees or otherwise reduce its workforce with the intention of filling a vacancy so created with a Program Client hired pursuant to this agreement.

26. ACKNOWLEDGEMENT

The Contractor acknowledges that any Program Client employed pursuant to this Contract is an employee for state and federal labor law purposes. The Contractor agrees to comply with such laws.

27. PERFORMANCE AND MONITORING

(A) The DOL may make informal visits of reasonable frequency and duration with advance notice for the purpose of program monitoring and evaluation. Such visits may include the examination of a reasonable number of Program Client files and records.

(B) The DOL shall monitor the Contractor's overall performance, inform the Contractor of any specific program deficiencies, and make requests for corrective action when necessary.

(C) The Contractor agrees to cooperate with the DOL by providing any performance reports or information requested by the DOL for the purposes of evaluating the activities funded by this contract. A time schedule for regular reporting will be determined by the DOL.

28. WITHHOLDING

The Contractor shall not be relieved of liability to the DOL for damages sustained by the DOL by virtue of any breach of the agreement by the Contractor, and the DOL may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages to the DOL is determined.

29. ASSURANCES

A. Non-Discrimination

The contractor agrees to the following provisions required pursuant to 4a-60 of the Conn. Gen. Stat.:

(a.) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not

limited to, matching expenditures, grants, loans, insurance or guarantees. **For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.**

(b.)(1) The contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action – equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the Contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects; and **(6) the Contractor agrees to provide DOL with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, manager, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under this section.**

(c.) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d.) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e.) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. subsection 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may

request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f.) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

(g.) The Contractor agrees to follow the provisions: The contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the general statutes.

(h.) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

B. Non-discrimination Regarding Sexual Orientation

Unless otherwise provided by Conn. Gen. Stat. 46a-81p, the contractor agrees to the following provisions required pursuant to 4a-60a of the Conn. Gen. Stat.:(a)(1) **For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.**

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to 46a-56 of the Conn. Gen. Stat.; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts

concerning the employment practices and procedures of the contractor which relate to provisions of this section and 46a-56 of the Conn. Gen. Stat; and (5) the Contractor agrees to provide DOL with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, manager, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under this section.

- (b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 46a-56 of the Conn. Gen. Stat. provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

30. Executive Orders

The contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. At the contractor's request, the client agency shall provide a copy of these orders to the contractor. The contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

31. Insurance

The contractor shall carry insurance during the term of this contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employees of either the contractor or subcontractor in providing services of this contract. Certificates of such insurance shall be filed with the state agency prior to the contractor's performance of contracted services.

32. Whistleblower Provision

If an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Conn. Gen. Stat. Sec. 4-61dd, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

33. Indemnification

The contractor shall indemnify, defend and hold harmless the DOL and its successors and assigns from and against all (a) actions, suits, claims, demands, investigations and legal or administrative proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "claims") arising in connection with this contract out of acts of commission or omission (collectively, the "acts") by the contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any

other person or entity with whom the contractor is in privity of oral or written contract (collectively, "contractor parties"); (b) liabilities arising in connection with this contract, out of the contractor's or contractor's parties acts concerning its or their duties and obligations as set forth in this contract; and (c) damages, losses, costs and expenses, investigative costs and attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities.

34. Sovereign Immunity

The parties acknowledge and agree that nothing in this contract shall be construed as a waiver by the DOL of any rights or defenses of sovereign immunity, which it may have had, now has or will have with respect to all matters arising out of this contract. To the extent that this provision conflicts with any other provision, this provision shall govern.

35. Campaign Contribution Restriction Provision

For all State Contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly knowledge receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A [SEEC Form 11].

EXHIBIT A

STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state

agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be

directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with

the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

(1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

(2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.

(3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.

(4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for fixture compliance approved by the contracting agency.

(5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

(6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify *him* of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily

complied with the provisions of this Order, or submits a program, for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from, further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this order.

XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.

Thomas J. Meskill, GOVERNOR

Filed this ____ day of June, 1971.

State of Connecticut

By His Excellency

John G. Rowland

Governor

Executive Order No. Sixteen

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence. Therefore, except as may be required as a condition of employment

- o No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- o No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- o No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or

unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut, this fourth day of August, 1999.

Filed this 4th day of August, 1999.

SUSAN BYSIEWICZ, Secretary of the State

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor
Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

- I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.
- II. Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings

with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

- III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.
- IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.
- V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.
- VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
 - VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
 - (b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.
- VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February 1973.

Thomas J. Meskill

Governor

Filed this 15th day of February 1973.

Harry Hammer

Secretary Of The State (Deputy)

STATE OF CONNECTICUT

BY HER EXCELLENCY

M. JODI RELL

GOVERNOR

EXECUTIVE ORDER NO. 7C

WHEREAS, in the wake of the scandals related to state contracting, I established the State Contracting Reform Task Force to examine the way in which the state buys goods and services with a directive to restore integrity to, and the public's trust in, the way we buy such goods and services; and

WHEREAS, that task force submitted a number of recommendations that were embodied in a legislative proposal for the General Assembly's consideration;

WHEREAS, the General Assembly added to that legislative proposal provisions that do not address the irregularities in state contracting, but instead place unacceptable and overly burdensome limitations on the services for which the executive branch may enter into contracts in order to conduct the business of the state and provide essential state services;

WHEREAS, in light of those provisions, I had no choice but to veto that legislation;

WHEREAS, there remains an acute need to make reforms in the state contracting process in order to ensure such contracting process reflects the highest standards of integrity, is clean and consistent and is conducted in the most efficient manner possible to enable state agencies to deliver programs and serve our citizens;

WHEREAS, there further remains an acute need to address the state's vulnerabilities in the selection and procurement processes to avoid improprieties, favoritism, unfair practices or ethical lapses in the future, or the appearance of such; and

WHEREAS, it has been deemed to be advisable to make certain modifications and revisions to the text of Executive Order Nos. 7, 7A and 7B.

NOW, THEREFORE, I, M. Jodi Rell, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby **ORDER** and **DIRECT** that:

1. (a) There is established a State Contracting Standards Board (the " Board") that shall consist of nine members. Five members shall be appointed at the sole discretion of the Governor. Four members shall be appointed by the Governor based on the recommendations of the four principal leaders of the General Assembly. The Speaker of the House of Representatives, the House Minority Leader, the President Pro Tempore of Senate and the Senate Minority Leader of the Connecticut General Assembly may each recommend to the Governor one member for appointment by the Governor to the Board. Each member recommended to the Governor or appointed to the Board shall have demonstrated sufficient knowledge by education, training or

experience in several of the following enumerated areas: (1) government procurement; (2) contract negotiation, drafting and management; (3) contract risk assessment; (4) preparing requests for proposals, invitations to bid and other procurement solicitations; (5) evaluating proposals, bids and quotations; (6) real property transactions; (7) business insurance and bonding; (8) the state code of ethics; (9) federal and state statutes, policies and regulations; (10) outsourcing and privatization proposal analysis; and (11) small and minority business enterprise development, known in the State of Connecticut as the set aside program. Such education, training or experience shall have been acquired over not less than a continuous five-year period and shall have been acquired within the ten-year period preceding such appointment.

- (b) The chairperson of the Board shall be elected by the members of the Board from amongst themselves. The members shall serve at the pleasure of the Governor and their terms shall be coterminous with the term of the Governor.
- (c) The Board shall be an independent body within the Executive Department.
- (d) The chairperson of the Board shall be compensated two hundred dollars per diem. Other members of the Board shall be compensated two hundred dollars per diem. No person shall serve on the Board who is a full-time state or municipal employee and neither a person on the Board nor any spouse, child, stepchild, parent or sibling of such person shall be directly in a position involved in any enterprise that does business with the state.
- (e) The Governor shall appoint an executive director who shall serve as an ex-officio, nonvoting member of the Board. The Governor or the Board may remove the executive director from office for reasonable cause. The Board shall, annually, conduct a performance evaluation of such executive director. The salary of the executive director shall be determined by the Commissioner of the Department of Administrative Services and the individual will be placed in the management pay plan and have benefits such as vacation, sick leave, pension and insurance determined in accordance with that designation. For all other purposes, the executive director shall be considered an appointed official.
- (f) The Board may contract with consultants and professionals on a temporary or project by project basis and may employ secretaries, real estate examiners, contract specialists, forensic fraud examiners, property and procurement specialists, paralegals, attorneys and such other employees as the Board deems to be necessary or appropriate, all of whom shall be in the state classified service as permitted or required in accordance with applicable law. As the Board is not a state agency, the employees shall be considered to be employees of the Department of Administrative Services for administrative purposes.
- (g) The reasonable expenses of the Board and its employees shall be paid from the budget of the Board upon the approval of the Board.
- (h) No employee of the Board shall hold another state or municipal position, nor shall any such employee or any non-clerical employee or any spouse, child, stepchild, parent or sibling of such employee of the Board be directly or indirectly involved in any enterprise that does business with the state. Each member and employee of the Board shall file, with the Board and with the Citizen's Ethics Advisory Board, a financial statement indicating all sources of business income of such person in excess of one thousand dollars, and the name of any business with which such member or employee is associated, as defined in Subsection (b) of Section 1-79 of the general statutes. Such statement shall be a public record. Financial statements for the preceding calendar year shall be filed with the Citizen's Ethics Advisory Board and the Board on or before the first day of May of each year if such employee or member held such a position during the preceding calendar year, as permitted or required in accordance with applicable law.
- (i) The Board shall be assigned to the Department of Administrative Services for administrative purposes only.
- (j) Five members of the Board shall constitute a quorum, which shall be required for the transaction

of business by the Board.

- (k) The Department of Administrative Services, together with the Office of Policy and Management, shall provide to the Office of the Governor their recommendations for achieving the staff and personnel provisions of this Executive Order in a manner permitted or required in accordance with applicable law.
2. For the purposes of this Executive Order, the following definitions shall apply:
- (a) "Contract risk assessment" means (A) the identification and evaluation of loss exposures and risks, including, but not limited to, business and legal risks associated with the contracting process and the contracted goods and services, and (B) the identification, evaluation and implementation of measures available to minimize potential loss exposures and risks.
 - (b) "Contractor" means any person or entity submitting a bid, proposal or quotation for a contract described in Section 3 of this Executive Order, including, but not limited to, a small contractor, minority business enterprise, organization, or individual with a disability, all as more specifically defined in Section 4a-60g of the general statutes.
 - (c) "Emergency procurement" means procurement by a state agency that is made necessary by a sudden, unexpected occurrence that poses a clear and imminent danger to public safety or requires immediate action to preserve prevent or mitigate the loss or impairment of life, health, property or essential public services or in response to a court order, settlement agreement or other similar legal judgment, as permitted or required in accordance with applicable law.
 - (d) " Goods" means all items of personal property, including, but not limited to items commonly referred to as supplies, materials, equipment and inventory that are the subject of a state procurement.
 - (e) "Privatization contract" means an agreement or series of agreements between a state contracting agency and a person or entity, in which such person or entity agrees to provide services valued at five hundred thousand dollars or more over the life of the contract that are substantially similar to and in lieu of services provided, in whole or in part, by employees of such agency or by employees of another state agency for such state agency and that results in the layoff of any state employee. "Privatization contract" does not include a privatization contract in effect on or before the effective date of this Executive Order, an agreement to provide management or financial consulting or a consultant-services agreement to provide professional, architectural or design services on a project-by-project basis.
 - (f) " State Contract" means an agreement or a combination or series of agreements between a state agency or quasi-public agency and a person, firm or corporation for (A) a project for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public work, (B) services, including, but not limited to, consulting and professional services, (C) the acquiring or disposing of all manner of real and personal property, (D) goods and services, including but not limited to, using purchase of services contracts and personal service agreements, (E) transactions involving information technology, (F) a lease or (G) a licensing agreement, and includes all government functions that relate to such activities. The term State Contract shall not include a contract between a state agency or a quasi-public agency and a political subdivision of the state.
 - (g) "Purchase of service contract" means any contract between a state agency and an organization for the purchase of ongoing direct health and human services to agency clients. The contract generally is not used for the purpose of purchasing administrative or clerical services, material goods, training and consulting services. Purchase of service agreements are to be used to contract with nonprofit and proprietary corporations as well as partnerships but cannot be used to contract

with individuals.

- (h) "State contracting agency" means any state agency and all higher education agencies and institutions within the Executive Department permitted or required to enter into contracts, in accordance with applicable law. " State contracting agency" shall not include the Judicial or Legislative Departments of the State of Connecticut, or the Joint Committee on Legislative Management within the Connecticut General Assembly.
3. (a) On or before January 1, 2007, the Board shall prepare a uniform procurement code to govern all aspects of procurement and contracting involving all expenditures by and revenues to (1) all state contracting agencies in connection with all of their transactions involving real property, all manner of goods, personal property and services, information technology and the construction, reconstruction, alteration, remodeling, repair or demolition of buildings and public works, and (2) quasi-public entities for purchases and contracts utilizing state funds, and (3) on or before January 1, 2008 the Board shall expand the uniform procurement code to cover municipal contracting where State funds are utilized. Nothing in this Section shall be construed to require the application of the uniform procurement code when such procurement involves the expenditure of federal assistance or contract funds and federal law provides for applicable procurement procedures.
- (b) The uniform procurement code described in Subsection (a) of this Section shall be designed to: (1) establish uniform contracting standards and practices among the various state contracting agencies; (2) simplify and clarify the state's laws and regulations governing procurement and contracting standards, policies and practices, including, but not limited to, procedures concerning the solicitation and evaluation of competitive sealed bids, proposals and quotations, small purchases, sole source procurements and emergency procurements; (3) ensure the fair and equitable treatment of all businesses and persons who deal with the procurement system of the state; (4) include a process to maximize the use of small contractors and minority business enterprises, or individuals with a disability, all as more specifically defined in Section 4a-60g of the general statutes; (5) provide increased economy in state procurement activities and maximize purchasing value to the fullest extent possible; (6) ensure that the procurement of supplies, materials, equipment, services, real property and construction required by any state contracting agency is obtained in a cost-effective and responsive manner; (7) preserve and maintain the existing contracting, procurement, disqualification, suspension and termination authority and discretion of any state contracting agency when such contracting and procurement procedures represent best practices; (8) include a process to improve contractor and state contracting agency accountability; (9) include standards by which state contracting agencies must solicit and evaluate proposals to privatize state or quasi-public agency services; (10) establish standards for leases and lease-purchase agreements and for the purchase, sale or transfer of other interests in real property; (11) promote a well trained, educated workforce; (12) establish an effective oversight process to ensure all contracts adhere to the established procurement processes; and (13) promote an effective way for contractors, the procurement workforce and the general public to report fraud, waste and abuse in the state contracting system.
 - (c) In preparing the uniform procurement code described in Subsection (a) of this Section, the Board shall conduct a comprehensive review of existing state contracting and procurement laws, regulations, procedures and practices and shall utilize them as the Board deems to be appropriate.
 - (d) Upon request by the Board, each state contracting agency engaged in procurement shall provide the Board, in a timely manner, with such procurement information as the Board deems to be necessary or appropriate. The Board shall have access to all information, files and records related to any state contracting agency in furtherance of this purpose. Nothing in this Section shall be construed to require the Board's disclosure of documents that are exempt from disclosure pursuant to chapter 14 of the general statutes or that may be protected from disclosure under claim of an attorney-client privilege.

- (e) The Board shall file such uniform procurement code with the clerks of the House of Representatives and the Senate not later than January 15, 2007, for the General Assembly's consideration and adoption.
4. In addition to the preparation of the uniform procurement code described in Section 3 of this Executive Order, the duties of the Board shall include:
- (a) Recommending the repeal of repetitive, conflicting or obsolete statutes concerning state procurement;
 - (b) Developing, publishing and recommending revisions and updates to the uniform procurement code;
 - (c) Assisting state contracting agencies in complying with the uniform procurement code by providing training, guidance, models, advice and practical assistance to state contracting agency staff relating to: (1) buying the best goods and services at the best price and terms; (2) properly selecting contractors; (3) drafting contracts that achieve state goals and protect taxpayers' interests; (4) monitoring and addressing issues relating to the performance of parties to state contracts; (5) termination of state contracts in a manner permitted or required by contract or applicable law; and (6) implementation of the uniform procurement code. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 4(c). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law;
 - (d) Reviewing and certifying that a state contracting agency's procurement processes are in compliance with the code. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 4(d). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law;
 - (e) Triennially, recertifying each state contracting agency's procurement processes and providing agencies with notice of any certification deficiency and exercising authority as provided under Section 6 of this Executive Order if a determination of noncompliance is made. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 4(e). Such agencies shall act on that advice and recommendations as required or permitted in accordance with applicable law;
 - (f) Defining the training requirements for state contracting agency procurement professionals;
 - (g) Monitoring implementation of the state contracting portal and making recommendations for portal improvement to the Department of Administrative Services;
 - (h) Providing advice and recommendations to state contracting agencies regarding a model contract data retention policy for state contracting agencies concerning retention of information, as required or permitted in accordance with applicable law. Such model policy shall include, but not be limited to, information on: (A) the number and type of state contracts currently in effect state-wide, (B) the dollar value of such contracts, (C) a list of client agencies, (D) a description of services purchased under such contracts, (E) contractor names, and (F) an evaluation of contractor performance. The policy shall assure that such information is available on the state contracting portal, all as required or permitted by applicable law;
 - (i) Providing the Governor with recommendations concerning the uniform procurement code and this Executive Order;
 - (j) Providing advice and recommendations to state contracting agencies regarding implementation by such agencies of ethics training courses for state employees involved in procurement and for state contractors as required or permitted in accordance with applicable law. Such ethics training course may be developed and provided by the Citizen's Ethics Advisory Board or by any person, firm or corporation for implementation by such state contracting agencies as required or permitted in accordance with applicable law;

- (k) Developing of recommendations to the General Assembly whereby the Board will perform the powers, duties and obligations of the State Properties Review Board; and
 - (l) Providing the Governor and the General Assembly with recommendations concerning the extension and applicability of the uniform procurement code, upon its adoption by the legislature, to the Judicial and Legislative Departments of the State of Connecticut, including the Joint Committee on Legislative Management within the Connecticut General Assembly.
5. (a) The Board shall triennially conduct audits of state contracting agencies to ensure compliance with the uniform procurement code. In conducting such audit, the Board shall have access to all contracting and procurement records, may interview personnel responsible for contracting, contract negotiations or procurement and may enter into an agreement with the State Auditors of Public Accounts to effectuate such audit. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 5(a). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law.
 - (b) Upon completion of any such audit, the Board shall prepare and issue a compliance report for such state contracting agency. Such report shall identify any process or procedure that is inconsistent with the uniform procurement code and indicate those corrective measures the Board deems to be necessary or appropriate to comply with code requirements. Such report shall be issued and delivered not later than thirty days after completion of such audit and shall be a public record. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 5(b). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law.
 6. (a) Each contract entered into on or after October 1, 2005 shall provide that the Board may review the contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency. Notwithstanding the October 1, 2005 date, any procurement currently in progress that has not yet resulted in a fully executed contract can continue to proceed to contract without this provision, provided that no later than December 31, 2005 the parties execute an amendment or other appropriate contract modification to add this provision.
 - (b) For purposes of this Section, " contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
 7. The Board shall issue recommendations regarding the disqualification or suspension of contractors from bidding or proposing on state contracts to the extent required or permitted in accordance with applicable law. State contracting agencies shall consider such recommendations and act to the extent required or permitted in accordance with applicable law.
 8. In accordance with section 1-225 of the Connecticut General Statutes, all public meetings of state agencies shall be posted on that agency' s Web site.

9. Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price that the official or state employee paid or would pay.
10. (a) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “ certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
11. No state agency may expend funds for any contract for legal services between the Attorney General and any person, firm or corporation that is entered into on or after January 1, 2006, and that will or that can reasonably be expected to result in attorney's fees, including, but not limited to, contingent fees paid to such person, firm or corporation in the amount of fifty thousand dollars or more, unless such contract has been subject to requests for proposals or requests for qualifications and awarded according to a competitive selection process.
12. Any provision of this Executive Order that is deemed to be invalid, illegal or unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity, illegality or unenforceability, without invalidating the remaining provisions of this Executive Order or affecting the validity or enforceability of any provision of this Executive Order applied to circumstances other than those as to which it is held invalid, illegal or unenforceable. This Executive Order shall be interpreted and construed, to fullest extent possible, to be consistent with, and not in conflict with any applicable statute, regulation, decision of a court of competent jurisdiction or other source of applicable law.
13. Executive Order Nos. 7, 7A and 7B are hereby repealed in their entirety and are replaced with the text hereof.

This Executive Order shall be effective immediately.

Dated at Hartford, Connecticut, this 13th day of July 2006.

M. JODI RELL
Governor

By Her Excellency's Command:
Susan Bysiewicz
Secretary of the State

STATE OF CONNECTICUT
BY HER EXCELLENCY
M. JODI RELL
GOVERNOR

EXECUTIVE ORDER NO. 14

WHEREAS, cleaning and sanitizing products are necessary for creating and maintaining clean, healthy and sanitary conditions in State facilities and workplaces;

WHEREAS, exposure to harmful chemicals contained in cleaning and sanitizing products may result in potential impacts to human health;

WHEREAS, harmful chemicals, byproducts and waste contained in certain cleaning and sanitizing products may be released into the environment during the routine cleaning and sanitization of State facilities normal use;

WHEREAS, choosing less harmful cleaning and sanitizing products for use in State facilities and workplaces and taking steps to reduce exposure by office and custodial workers, will minimize potential impacts on human health, will improve environmental quality and will reduce pollution;

WHEREAS, the procurement and the proper use and application of cleaning and sanitizing products that perform well and that have positive environmental attributes such as biodegradability, low toxicity, low volatile organic compound content, reduced packaging, and low life cycle energy use will reduce the environmental impacts of routine cleaning and sanitizing activities while also ensuring clean and sanitary State facilities; and

NOW, THEREFORE, I, M. Jodi Rell, Governor of the State of Connecticut, by virtue of the authority vested in me by the Constitution and Statutes of the State, do hereby ORDER and DIRECT:

All state agencies in the executive branch shall procure and use, whenever practicable, cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary State facilities.

All state agencies in the executive branch and all higher education agencies and institutions, shall, when procuring or contracting for cleaning and/or sanitizing services provide in such contracts or procurement agreements, require contractors of the State or persons or entities providing cleaning and/or sanitizing services to the State use cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary facilities.

All state agencies in the executive branch shall include in new contracts for the procurement of cleaning products or cleaning services, an appropriate requirement consistent with this Executive Order and the standards and guidelines established by the Department of Administrative Services under Paragraph 3 of this Executive Order. The Department of Administrative Services, in consultation with the Department of Public Health, the Department of Public Works and the Department of Environmental Protection, shall not later than January 1, 2007, establish and publish written standards and guidelines to provide direction to all state agencies in the executive branch in connection with the implementation of this Executive Order.

The Department of Administrative Services shall provide the Office of the Governor with a report assessing the effectiveness of this Executive Order within one year of the effective date of this Executive Order.

Municipal governments, political subdivisions and school districts that are not expressly subject to the requirements of this Order are encouraged to review their purchasing and use of cleaning products and/or sanitizing products and are hereby urged to comply with the provisions of this Executive Order where deemed appropriate.

Municipal governments, political subdivisions and school districts that are not expressly subject to the requirements of this Executive Order are hereby requested and encouraged to review their procurement and use of cleaning and/or sanitizing products and are urged to comply with the provisions of this Executive Order. Such entities may to the extent they deem appropriate, in order to minimize potential impacts to human health and the

environment, and consistent with maintaining clean and sanitary facilities seek guidance and assistance consistent with the provisions of Paragraph 3 of this Executive Order from the Departments of Administrative Services, Public Works, Public Health and Environmental Protection.

All state agencies in the executive branch covered by this Executive Order shall, wherever feasible, in a manner that is financially feasible, commercially reasonable and practicable, immediately transition to environmentally and health-friendly cleaning and/or sanitizing products. Such transition shall be accomplished as soon as possible and in a manner that avoids the waste of existing inventories, accommodates establishment of supply chains for new products, enables the training of personnel in appropriate work practices, and allows the phase-out of products and practices inconsistent with this Executive Order.

This Order shall take effect immediately.

Dated at Hartford this 17th day of April, 2006

M. JODI RELL

Governor

By Her Excellency's Command:

Susan Bysiewicz

Secretary of the State



Public Act No. 00-192

An Act Concerning Individual Development Accounts, Correctional Facility And Juvenile Detention Center Projects, The Office Of Workforce Competitiveness, Payments In Lieu Of Taxes, Grant Payments From The Mashantucket Pequot And Mohegan Fund, Waste Water Treatment Grants, An Inflationary Increase For Certain Private Providers, The State-Wide Firearms Trafficking Task Force, Education Technology, Arts Grants, School Accountability, Regional Educational Service Centers Operating One Or More Interdistrict Magnet Schools, Land Surveyors, Appraisers, Casino Permits, Caterer Liquor Permits, Home Improvement Contractors, Family And Medical Leave, Competitive Transition Assessments, Vocational Agriculture Centers, Applications For Tax Exemptions, Emergency Relief Grants, And A Deferred Retirement Option Plan For Municipalities Participating In The Municipal Employees Retirement Fund.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) As used in sections 1 to 5, inclusive, and 7 to 10, inclusive, of this act:

- (1) "Account holder" means a participant in a certified state IDA program;
- (2) "Department" means the Labor Department;
- (3) "Approved plan" means a plan prepared jointly by the account holder and the community-based organization that defines savings goals, program requirements and permissible uses of the individual development account and its matching funds pursuant to sections 2 to 5, inclusive, of this act and regulations adopted pursuant to section 9 of this act. The approved plan shall be a contract between the account holder and the community-based organization;
- (4) "Area median income" means area median household income as determined from time to time by the United States Department of Housing and Urban Development;
- (5) "Certified state IDA program" means a program of matched savings accounts that has been certified by the department in accordance with regulations adopted pursuant to section 9 of this act;
- (6) "Clearinghouse" means a service to provide organizations interested in establishing, or which have established, individual development account programs with literature on federal, state and other sources of funding, guidelines for best practices and program standards, and information regarding the establishment and maintenance of certified state IDA programs;
- (7) "Community-based organization" means an organization exempt from taxation pursuant to section 501(c)(3) of the Internal Revenue Code of 1986 or any subsequent corresponding internal revenue code of the United States, as from time to time amended, which meets the requirements set forth in regulations pursuant to section 9 of this act;
- (8) "Education" means (A) a postsecondary program of instruction provided by a college, university, community college, area vocational-technical school, professional institution or specialized college or school

legally authorized to grant degrees, or (B) any related educational program approved by the community-based organization and the department;

(9) "Entrepreneurial activity" means the purchase of or investment in a small business, as defined in subsection (a) of section 4-168a of the general statutes, in Connecticut in which, upon such purchase or investment, the account holder will be a principal;

(10) "Federal poverty level" means the most recent poverty income guidelines published by the United States Department of Health and Human Services;

(11) "Financial institution" means a "financial institution", as defined in section 36a-330 of the general statutes;

(12) "Household" means a household, as defined in the federal Assets for Independence Act, P.L. 105-235;

(13) "Individual development account" means a savings account, maintained in a program that is established pursuant to section 2 of this act that is held in a financial institution, for the sole purpose of holding the funds of the account holder for one of the purposes described in subsection (a) of section 2 of this act;

(14) "Individual Development Account Reserve Fund" means a nonlapsing fund administered by the department for the purposes of providing matching funds for individual development accounts in certified state IDA programs, and for funding costs incurred by community-based organizations in the operation and administration of such programs and department's administrative costs for the Connecticut IDA Initiative;

(15) "Connecticut IDA Initiative" means the state-wide individual development account initiative established in section 2 of this act;

(16) "Job training" means a program for job entrance or skill development approved by the community-based organization and the department; and

(17) "Qualified disabled individual" means a disabled individual eligible for assistance to the disabled pursuant to chapter 319mm of the general statutes.

Sec. 2. (NEW) (a) There is hereby established the "Connecticut IDA Initiative." The initiative shall be administered by the department. The initiative shall provide eligible individuals as provided in section 3 of this act with an opportunity, through a certified state IDA program, to establish an individual development account from which funds may be used by the account holder for one of the following purposes as specified in the approved plan: (1) The costs of education or job training; (2) the purchase of a home as a primary residence; (3) the participation in or development of a new or existing entrepreneurial activity; (4) the purchase of an automobile for the purpose of obtaining or maintaining employment; or (5) the making of a lease deposit on a primary residence.

(b) To implement the Connecticut IDA Initiative, the department shall, in accordance with regulations adopted pursuant to section 9 of this act: (1) Establish an Individual Development Account Reserve Fund in accordance with section 5 of this act; (2) establish and operate, directly or by contract with another entity, the clearinghouse; (3) solicit, review, accept or reject proposals from community-based organizations seeking to operate certified state IDA programs on a not-for-profit basis; and (4) perform such monitoring, evaluation and oversight functions as are appropriate for the administration of the Connecticut IDA Initiative.

(c) The department shall determine the maximum per cent of all funds received from the Individual Development Account Reserve Fund that may be used by a community-based organization operating a certified state IDA program in providing training, counseling, case management and for administrative purposes.

Sec. 3. (NEW) (a) An individual who has earned income, and who is a member of a household whose adjusted gross income is not in excess of eighty per cent of the area median household income for the area where such individual resides, is eligible to participate in a certified state IDA program for the purpose of accumulating and withdrawing moneys for purposes specified in subsection (a) of section 2 of this act; except that, if an individual does not have earned income solely due to a qualified disability, the earned income requirement shall not apply to such individual.

(b) Each community-based organization operating a certified state IDA program shall establish, through written governing instruments with a qualified financial institution: (1) A Trust or Custodial Account on behalf of each account holder in its program into which the account holder shall deposit savings, which accounts shall conform to the requirements of the federal Assets for Independence Act, P.A. 105-285; and (2) a separate local reserve fund into which the department shall deposit funds from the Individual Development Account Reserve Fund and into which the community-based organization shall deposit funds received from the certified state IDA program from any other source. The community-based organization shall certify to the department, on forms prescribed by the department and accompanied by any documentation required by the department, that such accounts have been established pursuant to the provisions of sections 1 to 5, inclusive, and 7 to 10, inclusive, of this act, and that deposits have been made to an account by or on behalf of the account holder.

(c) A financial institution establishing a Trust or Custodial Account on behalf of an account holder shall: (1) Permit deposits to be made in the account by the account holder; and (2) pay a market rate of interest on the account.

(d) The community-based organization shall determine and monitor the earned income levels of all account holders in its certified state IDA program and shall use its best efforts to ensure that at least thirty per cent of such account holders have earned income at or below two hundred per cent of the federal poverty level.

Sec. 4. (NEW) All amounts appropriated by the state for the Connecticut IDA Initiative shall be deposited in the Individual Development Account Reserve Fund, which shall be administered by the department. In addition to all amounts appropriated by the state, the department shall deposit in the Individual Development Account Reserve Fund grants, donations, contributions and any other sources of revenue received for this purpose.

Sec. 5. (NEW) (a) Funds from the Individual Development Account Reserve Fund shall be used to provide grants to community-based organizations that are operating certified state IDA programs for the purpose of providing matching funds for the individual development accounts in their programs, to assist the organizations to provide training, counseling and case management for program participants and for program administration purposes. Funds may also be used to pay for the evaluation required pursuant to section 8 of this act, the operation of the clearinghouse, and the department's administrative expenses for the Connecticut IDA Initiative. The department shall determine what proportion of the funds in the Individual Development Account Reserve Fund shall be used for each of these purposes.

(b) The Individual Development Account Reserve Fund shall be administered as follows:

(1) No new grant shall be approved by the department unless there is sufficient funding in the Individual Development Account Reserve Fund, as determined by the department, to meet all existing funding obligations including the maximum amount of state matching funds that would be required if each account holder in these certified programs met the savings goal in such account holder's approved plan.

(2) Any funds remaining in the Individual Development Account Reserve Fund at the end of each fiscal year, and the interest thereon, shall be retained in said fund and used in the next succeeding fiscal year for expenditures set forth in subsection (a) of this section.

(c) Grants received by the community-based organization from the Individual Development Account Reserve Fund for matching funds shall be held in the organization's local reserve fund. This fund shall be an account separate from account holders' individual development accounts, and its funds shall be disbursed in accordance with subsections (e) and (f) of this section pursuant to regulations adopted pursuant to section 9 of this act. Grants from the Individual Development Account Reserve Fund for matching funds to certified state IDA programs shall be made on behalf of each individual account holder in the maximum amount of two dollars for every one dollar deposited in the individual development account by the account holder, not to exceed one thousand dollars of such matching funds per account holder for any calendar year and three thousand dollars per account holder for the duration of the account holder's participation in the program.

(d) The department and the community-based organizations, separately or cooperatively, may solicit grants and private contributions for the Individual Development Account Reserve Fund and for the local reserve funds of community-based organizations operating certified state IDA programs.

(e) If moneys are withdrawn from an individual development accounts by an account holder due to the account holder's decision to leave the certified state IDA program, all matching funds designated for said moneys shall be forfeited by the account holder and not later than December thirty-first of each year, the matching funds from the Individual Development Account Reserve Fund shall be returned by the community-based organization to the department for redeposit into the Individual Development Account Reserve Fund; except that, if the withdrawal is an emergency withdrawal, as defined in regulations adopted pursuant to section 9 of this act, or is a withdrawal due to circumstances other than an account holder's decision to leave the certified state IDA program, the community-based organization may retain the matching funds for the account holder in its local reserve fund until such account holder redeposits the withdrawn funds or leaves the certified state IDA program, in accordance with such regulations.

(f) When the account holder has made sufficient deposits to such account holder's individual development account to achieve the savings goal set forth in such account holder's approved plan, the community-based organization shall pay such sum together with the matching funds from the organization's local reserve account that are attributed to this individual development account, directly to the person or entity providing the goods or services. Where matching funds from the Individual Development Account Reserve Fund have not been paid out by the community-based organization for an eligible purpose within five years after the opening of an individual development account due to an account holder not making contributions as provided in the approved plan, the matching funds from the Individual Development Account Reserve Fund shall be returned to the department for deposit in the Individual Development Account Reserve Fund, except that the community-based organization may grant a leave of absence or extension of time to an account holder for a period not to exceed two years, within such five-year period in accordance with regulations adopted pursuant to section 9 of this act.

Sec. 6. Subdivision (20) of subsection (a) of section 12-701 of the general statutes, as amended by section 1 of public act 99-173, is repealed and the following is substituted in lieu thereof:

(20) "Connecticut adjusted gross income" means adjusted gross income, with the following modifications: (A) There shall be added thereto (i) to the extent not properly includable in gross income for federal income tax purposes, any interest income from obligations issued by or on behalf of any state, political subdivision thereof, or public instrumentality, state or local authority, district or similar public entity, exclusive of such income from obligations issued by or on behalf of the state of Connecticut, any political subdivision thereof, or public instrumentality, state or local authority, district or similar public entity created under the laws of the state of Connecticut and exclusive of any such income with respect to which taxation by any state is prohibited by federal law, (ii) any exempt-interest dividends, as defined in Section 852(b)(5) of the Internal Revenue Code, exclusive of such exempt-interest dividends derived from obligations issued by or on behalf of the state of Connecticut, any political subdivision thereof, or public instrumentality, state or local authority, district or similar public entity created under the laws of the state of Connecticut and exclusive of such exempt-interest

dividends derived from obligations, the income with respect to which taxation by any state is prohibited by federal law, (iii) any interest or dividend income on obligations or securities of any authority, commission or instrumentality of the United States which federal law exempts from federal income tax but does not exempt from state income taxes, (iv) to the extent included in gross income for federal income tax purposes for the taxable year, the total taxable amount of a lump sum distribution for the taxable year deductible from such gross income in calculating federal adjusted gross income, (v) to the extent properly includable in determining the net gain or loss from the sale or other disposition of capital assets for federal income tax purposes, any loss from the sale or exchange of obligations issued by or on behalf of the state of Connecticut, any political subdivision thereof, or public instrumentality, state or local authority, district or similar public entity created under the laws of the state of Connecticut, in the income year such loss was recognized, (vi) to the extent deductible in determining federal adjusted gross income, any income taxes imposed by this state, (vii) to the extent deductible in determining federal adjusted gross income, any interest on indebtedness incurred or continued to purchase or carry obligations or securities the interest on which is exempt from tax under this chapter and (viii) expenses paid or incurred during the taxable year for the production or collection of income which is exempt from taxation under this chapter or the management, conservation or maintenance of property held for the production of such income, and the amortizable bond premium for the taxable year on any bond the interest on which is exempt from tax under this chapter to the extent that such expenses and premiums are deductible in determining federal adjusted gross income. (B) There shall be subtracted therefrom (i) to the extent properly includable in gross income for federal income tax purposes, any income with respect to which taxation by any state is prohibited by federal law, (ii) to the extent allowable under section 12-718, exempt dividends paid by a regulated investment company, (iii) the amount of any refund or credit for overpayment of income taxes imposed by this state, or any other state of the United States or a political subdivision thereof, or the District of Columbia, [or any province of Canada,] to the extent properly includable in gross income for federal income tax purposes, (iv) to the extent properly includable in gross income for federal income tax purposes, any tier 1 railroad retirement benefits, (v) with respect to any natural person who is a shareholder of an S corporation which is carrying on, or which has the right to carry on, business in this state, as said term is used in section 12-214, the amount of such shareholder's pro rata share of such corporation's nonseparately computed items, as defined in Section 1366 of the Internal Revenue Code, that is subject to tax under chapter 208, in accordance with subsection (c) of section 12-217, multiplied by such corporation's apportionment fraction, if any, as determined in accordance with section 12-218, (vi) to the extent properly includable in gross income for federal income tax purposes, any interest income from obligations issued by or on behalf of the state of Connecticut, any political subdivision thereof, or public instrumentality, state or local authority, district or similar public entity created under the laws of the state of Connecticut, (vii) to the extent properly includable in determining the net gain or loss from the sale or other disposition of capital assets for federal income tax purposes, any gain from the sale or exchange of obligations issued by or on behalf of the state of Connecticut, any political subdivision thereof, or public instrumentality, state or local authority, district or similar public entity created under the laws of the state of Connecticut, in the income year such gain was recognized, (viii) any interest on indebtedness incurred or continued to purchase or carry obligations or securities the interest on which is subject to tax under this chapter but exempt from federal income tax, to the extent that such interest on indebtedness is not deductible in determining federal adjusted gross income and is attributable to a trade or business carried on by such individual, (ix) ordinary and necessary expenses paid or incurred during the taxable year for the production or collection of income which is subject to taxation under this chapter but exempt from federal income tax, or the management, conservation or maintenance of property held for the production of such income, and the amortizable bond premium for the taxable year on any bond the interest on which is subject to tax under this chapter but exempt from federal income tax, to the extent that such expenses and premiums are not deductible in determining federal adjusted gross income and are attributable to a trade or business carried on by such individual, (x) for a person who files a return under the federal income tax as an unmarried individual, or a married individual filing separately whose federal adjusted gross income for such taxable year is less than fifty thousand dollars and for a husband and wife who file a return under federal income tax as married individuals filing jointly or a person

who files under federal income tax as a head of household whose federal adjusted gross income for such taxable year is less than sixty thousand dollars, an amount equal to the Social Security benefits includable for federal income tax purposes; for a person who files a return under the federal income tax as an unmarried individual, or a married individual filing separately whose federal adjusted gross income for such taxable year is fifty thousand dollars or more and for a husband and wife who file a return under federal income tax as married individuals filing jointly or a person who files under federal income tax as a head of household whose federal adjusted gross income for such taxable year is sixty thousand dollars or more an amount equal to the difference between the amount of Social Security benefits includable for federal income tax purposes under the provisions of Section 13215 of the Omnibus Budget Reconciliation Act of 1993 and fifty per cent of the amount of such Social Security benefits includable for federal income tax purposes under the provisions of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, prior to August 10, 1993, (xi) to the extent properly includable in gross income for federal income tax purposes, any amount rebated to a taxpayer pursuant to section 12-746, [and] (xii) to the extent properly includable in the gross income for federal income tax purposes of a designated beneficiary, any distribution to such beneficiary from any qualified state tuition program, as defined in Section 529(b) of the Internal Revenue Code, established and maintained by this state or any official, agency or instrumentality of the state, and (xiii) to the extent properly includable in gross income for federal income tax purposes of an account holder, as defined in section 1 of this act, interest earned on funds deposited in the individual development account, as defined in section 1 of this act, of such account holder. With respect to a person who is the beneficiary of a trust or estate, there shall be added or subtracted, as the case may be, from adjusted gross income such person's share, as determined under section 12-714, in the Connecticut fiduciary adjustment.

Sec. 7. (NEW) Notwithstanding any other provision of the general statutes, funds deposited into, held in, credited to, or withdrawn from an individual development account for a purpose consistent with the approved plan, including accrued interest, shall be excluded in the determination of eligibility for, or the benefit level of, any needs-based program using state or joint federal and state funding, consistent with applicable state and federal law.

Sec. 8. (NEW) The department shall evaluate the Connecticut IDA Initiative for each fiscal year ending June thirtieth. Based on such evaluation, the department shall provide a comprehensive report on the initiative to the speaker of the House of Representatives and the president pro tempore of the Senate no later than February first of the year following the end of each fiscal year, beginning for the fiscal year ending June 30, 2001.

Sec. 9. (NEW) (a) The Labor Commissioner, in consultation with the State Treasurer shall, in accordance chapter 54 of the general statutes, adopt regulations to implement the provisions of sections 1 to 5, inclusive, and 7 to 10, inclusive, of this act and to administer the Connecticut IDA Initiative. Such regulations shall establish standards and guidelines, consistent with the provisions of sections 1 to 5, inclusive, and 7 to 10, inclusive, of this act, for certified state IDA programs, including, but not limited to: (1) Income eligibility requirements for account holders; (2) permissible savings goals for certified state IDA programs; (3) the services that each certified state IDA program shall provide to assist its account holders in meeting their savings goals including credit history assessments, assistance in credit repair and on-going credit stability, general financial education and asset-specific training, on-going case management and other support services; (4) procedures and timelines for establishment of savings accounts within financial institutions and for the deposit of funds into individual savings accounts, the department's Individual Development Account Reserve Fund, and local reserve funds maintained by certified community-based organizations; (5) allowable uses of matching funds from the Individual Development Account Reserve Fund and procedures for the making of grants from such fund; (6) procedures and permissible reasons for emergency withdrawals of funds from individual accounts and leaves of absence from the program; (7) accounting and financial reporting procedures required of all certified community-based organizations; (8) required content of and deadlines for

all program and evaluation reports by community-based organizations to the department; (9) required components of the approved plan between the account holder and the community-based organization, including but not limited to, savings goals, matching rates, required participation in education and training, contingency plans if the account holder fails to meet projected savings goals or schedules, savings withdrawal procedures and limitations, procedures for withdrawing from the program, provision for the disposition of funds in the event of the account holder's death, and provision for amendment of the plan with the concurrence of the account holder and the community-based organization; (10) the process of approval, certification, suspension and decertification of an individual development account program; and (11) the application and implementation of any restrictions on or requirements of funding expenditures as required under state or federal law.

(b) Such regulations shall specify the process by which the department shall solicit proposals from community-based organizations to operate certified state IDA programs, and the criteria and process that shall be used by the department in granting state certification and determining the number of individual development accounts eligible for matching funds from the Individual Development Account Reserve Fund. Criteria that shall be used in granting state certification and in allocating funds from the Individual Development Account Reserve Fund to certified state IDA programs shall include, but not be limited to, the community-based organization's level of competence in meeting all financial and programmatic requirements of a certified state IDA program and the fiscal capacity of the organization to meet all financial obligations of the program and, to the extent possible, the geographic location of the organization.

Sec. 10. (NEW) Nothing in sections 1 to 5, inclusive, and 7 to 9, inclusive, of this act shall preclude a community-based organization or other entity from establishing an individual development account program and receiving matching funds from sources other than the Individual Development Account Reserve Fund.

Sec. 11. Subsection (a) of section 12-217x of the general statutes is repealed and the following is substituted in lieu thereof:

(a) For purposes of this section, "human capital investment" means the amount paid or incurred by a corporation on (1) job training which occurs in this state for persons who are employed in this state; (2) work education programs in this state including, but not limited to, programs in public high schools and work education-diversified occupations programs in this state; (3) worker training and education for persons who are employed in this state provided by institutions of higher education in this state; (4) donations or capital contributions to institutions of higher education in this state for improvements or advancements of technology, including physical plant improvements; (5) planning, site preparation, construction, renovation or acquisition of facilities in this state for the purpose of establishing a day care facility in this state to be used primarily by the children of employees who are employed in this state; [and] (6) subsidies to employees who are employed in this state for child care to be provided in this state; and (7) contributions made to the Individual Development Account Reserve Fund, as defined in section 1 of this act.

IDA Regulations

**REGULATIONS OF CONNECTICUT STATE AGENCIES
DEPARTMENT OF LABOR
INDIVIDUAL DEVELOPMENT ACCOUNTS PROGRAM**

Section 1. The Regulations of Connecticut State Agencies are amended by adding sections 31-51ddd-1 to 31-51ddd-16, inclusive, as follows:

(NEW) §31-51ddd-1. Definitions.

As used in sections 31-51ddd-1 through 31-51ddd-16, inclusive, of the Regulations of Connecticut State Agencies:

- (1) “Account Holder” means “account holder” as defined in section 31-51ww of the Connecticut General Statutes;
- (2) “Adjusted gross income” means “adjusted gross income” as defined in subsection (a) of section 12-701 of the Connecticut General Statutes;
- (3) “Approved plan” means “approved plan” as defined in section 31-51ww of the Connecticut General Statutes;
- (4) “Area median income” means “area median income” as defined in section 31-51ww of the Connecticut General Statutes;
- (5) “Certified state IDA program” or “program” means “certified state IDA program” as defined in section 31-51ww of the Connecticut General Statutes;
- (6) “Clearinghouse” means “clearinghouse” as defined in section 31-51ww of the Connecticut General Statutes;
- (7) “Community-based organization” means “community-based organization” as defined in section 31-51ww of the Connecticut General Statutes;
- (8) “Department” means the Labor Department;
- (9) "Earned income" means any compensation payable by an employer to an employee, including but not limited to wages, salaries, commissions, bonuses, and tips, earnings from self-employment or contractual agreements, and Earned Income Tax Credit refunds.
- (10) “Education” means “education” as defined in section 31-51ww of the Connecticut General Statutes;
- (11) “Emergency withdrawal” means a withdrawal by an account holder from those funds deposited by the account holder in his individual development account due to a personal crisis, including but not limited to, illness, eviction, potential foreclosure, job loss or urgent family reasons;
- (12) “Entrepreneurial activity” means “entrepreneurial activity” as defined in section 31-51ww of the Connecticut General Statutes;
- (13) “Federal poverty level” means “federal poverty level” as defined in section 31-51ww of the Connecticut General Statutes;

- (14) “Financial institution” means “financial institution” as defined in section 31-51ww of the Connecticut General Statutes;
- (15) “Household” means “household” as defined in section 31-51ww of the Connecticut General Statutes;
- (16) “Individual development account” or “IDA” means “individual development account” as defined in section 31-51ww of the Connecticut General Statutes;
- (17) “Individual Development Account Reserve Fund” means “Individual Development Account Reserve Fund” as defined in section 31-51ww of the Connecticut General Statutes;
- (18) “Job training” means “job training” as defined in section 31-51ww of the Connecticut General Statutes; and
- (19) “Qualified disabled individual” means “qualified disabled individual” as defined in section 31-51ww of the Connecticut General Statutes.

(NEW) §31-51ddd-2. Eligibility Requirements for Account Holders

(a) To participate in a certified state IDA program, an individual, at the time of application, shall be a member of a household located in Connecticut whose adjusted gross income is not in excess of eighty per cent of the area median income for the area in which the individual resides and shall:

- (1) have earned income; or
- (2) be a qualified disabled individual as defined in subdivision (19) of section 31-51ddd-1 of the Regulations of Connecticut State Agencies.

(NEW) §31-51ddd-3. Selection Criteria

In the selection of account holders, a community-based organization shall use its best efforts to ensure that at least thirty percent of the individual development account holders have earned income at or below two hundred percent of the federal poverty level.

(NEW) §31-51ddd-4. Permissible Savings Goals of Individual Development Accounts

Individual development accounts shall only be established for one of the following purposes:

- (1) the costs of education or job training;
 - (A) Education costs for an account holder are all costs which are necessary for the enrollment and successful completion of a program of education, as defined in subdivision (10) of section 31-51ddd-1 of the Regulations of Connecticut State Agencies, including but not limited to tuition, fees, books, supplies and equipment.
 - (B) Job training costs for an account holder are all costs which are necessary for the enrollment and successful completion of a job training program, including but not limited to tuition, fees, books, supplies and equipment.
- (2) the costs of purchasing a home as the account holder’s primary residence, which costs shall not exceed one hundred-twenty percent of the average area purchase price applicable to such

residence, and may include but not be limited to the costs of acquiring, constructing, or reconstructing a residence, including any usual or reasonable settlement, financing, or other closing costs;

(3) the participation in or development of a new or existing entrepreneurial activity for which a business plan has been developed with the direct or indirect assistance of the community-based organization.

(4) the purchase of an automobile for the purpose of obtaining or maintaining employment; or

(5) the purchase of a lease deposit on the account holder's primary residence.

(NEW) §31-51ddd-5.Support services

Each community-based organization operating a certified state IDA program shall provide the following services to an account holder:

(1) Credit history assessments;

(2) Assistance in credit repair and on-going credit stability;

(3) General financial education approved by the department;

(4) Training specific to the permissible savings goal selected by the account holder; and

(5) Case management for account holders, which includes, but is not limited to, the following:

(A) Assisting account holders to develop and revise, as necessary, their approved savings plans to achieve asset-building goals;

(B) Providing crisis intervention for account holders in emergency situations; and

(C) Reviewing with account holders their monthly account statements and providing counseling as appropriate.

(NEW) §31-51ddd-6.Individual Development Account Reserve Fund

(a) The department shall establish and administer an Individual Development Account Reserve Fund for the following purposes:

(1) to provide grants to community-based organizations that are operating certified state IDA programs. The grants shall:

(A) provide matching funds for the individual development accounts;

(B) assist the community-based organizations in providing training, counseling and case management for account holders; and

(C) be utilized for the administration of the program by the community-based organization;

(2) to provide funds for the department's administrative expenses and evaluation of the Connecticut IDA Initiative by the department; and

(3) for the operation of the clearinghouse.

(b) Private contributors may designate no more than ninety per cent of their contributions to the Individual Development Account Reserve Fund to a specific community-based organization's program.

(c) Any funds issued from the Individual Development Account Reserve Fund for matching funds on behalf of individual account holders shall have a matching rate of at least one dollar for every dollar deposited in the account by the account holder, but shall not exceed two dollars for every dollar deposited in the account by the account holder. Funds used for such matching purposes shall not exceed one thousand dollars per account holder for any calendar year, or three thousand dollars per account holder for the duration of the account holder's participation in the program.

(d) No more than five percent of the total funds received by the community-based organization from the Individual Development Account Reserve Fund may be used for the costs of program administration; and the combined cost of training, counseling, case management and administration shall not exceed fifteen percent of such total funds.

(NEW) §31-51ddd-7. Establishment and Maintenance of Local Reserve Fund

A community-based organization shall establish, through written governing instruments with a financial institution, a separate local reserve fund into which the department shall deposit funds granted to the community-based organization from the Individual Development Account Reserve Fund and in which the community-based organization shall deposit any funds received for the program from any other source.

(a) **Successful completion.** When the account holder has deposited sufficient funds in the individual development account to meet the savings goals specified in the approved savings plan, the community-based organization shall pay such amount together with the matching funds, plus interest earned, from the community-based organization's local reserve fund directly to the person or entity providing the goods or services. The community-based organization shall ensure that the expenditure by or on behalf of the account holder is lawful and prudent.

(b) **Termination by account holder.** When an account holder notifies the community-based organization of his desire to terminate his participation in the program prior to completion, the community-based organization shall return to the account holder those funds, plus interest earned, deposited by the account holder in his individual development account and any matching funds, plus interest earned on the matching funds, shall be forfeited. The community-based organization shall be required to return such matching funds, and interest earned, for redeposit in the Individual Development Account Reserve Fund not later than December 31st of each year, except as provided in section 31-51ddd-9 of the Regulations of Connecticut State Agencies.

(c) **Termination for non-performance.** When matching funds from the Individual Development Account Reserve Fund have not been paid out by the community-based organization to a permissible savings goal on behalf of an account holder due to the account holder's failure to make deposits in accordance with the approved savings plan within five years of the date of the establishment of such account, the matching funds from the Individual Development Account Reserve Fund, plus interest earned, shall be returned by the community-based organization to the department within thirty days of the termination of the account for redeposit in the Individual Development Account Reserve Fund.

(d) **Community-based organization unable to continue program.** When the community-based organization operating the certified state IDA program determines that it is unable to continue operating the program, the community-based organization shall immediately contact the account holders and the department and initiate the contingency plan on record with the department. The community-based

organization shall also notify the financial institution in which the organization has established the individual development accounts and local reserve fund.

(NEW) §31-51ddd-8. Leaves of Absence

An account holder may request a leave of absence for reasons including, but not limited to, illness, eviction, death, divorce, loss of employment. The community-based organization may grant an account holder a leave of absence for up to two years within the five-year maximum duration of the account holder's participation in the program. Where an account holder does not return to the program upon exhaustion of an approved leave of absence, the community-based organization shall return any savings deposited by the account holder, plus interest earned, to the account holder.

(NEW) §31-51ddd-9. Emergency Withdrawals

An account holder may request an emergency withdrawal, as defined in section 31-51ddd-1 of the Regulations of Connecticut State Agencies. The community-based organization may grant an account holder's request for an emergency withdrawal. When a request for an emergency withdrawal has been granted, the withdrawal is limited to those funds, plus interest earned, deposited by the account holder. When the account holder makes an emergency withdrawal, the community-based organization may retain the matching funds, plus interest earned, for the account holder in its local reserve fund until the account holder either redeposits the withdrawn funds, or leaves the program.

(NEW) §31-51ddd-10. Reporting Requirements

(a) A community-based organization whose program has been granted certification shall report to the department no later than November 1st of each year in a manner prescribed by the department. The report shall include (1) the number of individual development accounts established and their status; (2) verification that deposits are being made by the account holders pursuant to the approved savings plan; (3) the balance and sources of funding in the community-based organization's local reserve fund, and (4) all matching fund activity.

(b) The community-based organization shall provide such additional information as required by the department.

(NEW) §31-51ddd-11. Approved Plan

(a) The community-based organization operating a certified state IDA program shall be required to enter into an approved plan with each account holder.

(b) The approved plan shall contain the following requirements:

(1) a provision that the community-based organization shall establish in a timely manner an individual development account on behalf of the account holder;

(2) a provision that the account holder's participation in the program shall not extend beyond five years from the date of the establishment of such account;

(3) a deposit plan specifying the amount, form and schedule of deposits to be made by the account holder;

(4) the rate at which the account holder's deposits will be matched;

- (5) the permissible savings goal for which the account is maintained;
- (6) a provision that the community-based organization shall provide financial literacy training approved by the department;
- (7) a provision that the account holder shall attend the financial literacy training;
- (8) a provision that the community-based organization shall provide asset-specific training based upon the permissible savings goal;
- (9) a provision that the account holder shall attend the asset-specific training;
- (10) an explanation of the withdrawal policies, including the policies governing withdrawal of savings upon completion of the program, early withdrawal due to an account holder's decision to leave the program, termination of account due to non-performance by the account holder, and emergency withdrawals;
- (11) a provision that the account holder may request an emergency withdrawal or leave of absence;
- (12) a provision allowing for the development of a contingency plan in the event the account holder exceeds or fails to meet the savings goals outlined in the agreement;
- (13) a provision that the community-based organization shall implement the contingency plan on record with the department in the event the organization is no longer able to operate the program;
- (14) a provision that any agreement for the investment of assets shall be at the direction of the account holder after consultation with the community-based organization;
- (15) a provision that the community-based organization shall not require an account holder to make any purchase or enter into any commercial transaction with a specific individual, business, financial institution or other entity.
- (16) a provision designating one or more beneficiaries of the funds, plus accrued interest, deposited by the account holder in the individual development account in the event of the account holder's death;
- (17) a provision that the agreement may be modified only with the concurrence of the community-based organization and the account holder.

(NEW) §31-51ddd-12.Financial institutions

- (a) A community-based organization operating a certified state IDA program shall be required to enter into a written governing instrument with a financial institution.
- (b) The written governing agreement shall provide for (1) the establishment of individual development accounts in the form of Trust or Custodial Accounts for the benefit of the account holders, which conform to the requirements of the Assets for Independence Act, Public Law 105-285, as amended from time to time, and into which accounts the account holders shall make deposits; (2) an assurance that the financial institution shall pay at least a market rate of interest on the individual development accounts; and (3) an assurance that the financial institution shall

not require an account holder to make any purchase or enter into any commercial transaction with a specific individual, business, financial institution or other entity.

(NEW) §31-51ddd-13.Certification and Review Process

(a) A community-based organization seeking certification of its existing or proposed IDA program shall submit its request to the department. The request shall include:

- (1) evidence of the community-based organization's exempt status from taxation pursuant to section 501(c)(3) of the Internal Revenue Code of 1986 or any subsequent corresponding provisions of the internal revenue code of the United States, as from time to time amended;
- (2) a plan outlining the community-based organization's proposed or existing IDA program which shall satisfy the requirements of sections 31-51ddd-1 through 31-51ddd-16, inclusive, of the Regulations of Connecticut State Agencies;
- (3) a description of the community-based organization's proposed process of selecting account holders;
- (4) a financial budget specifying the costs of training, counseling, case management, and administration of the program, provided such budget contains an assurance that no more than five percent of the total funds received from the IDA Reserve Fund are to be used for the costs of program administration and no more than fifteen percent of such total funds are to be used for the combined costs of training, counseling, case management and program administration;
- (5) a description of the organization's accounting procedures, including whether the community-based organization participates in Generally Accepted Accounting Principles;
- (6) any history the community-based organization has had in successfully operating individual development account programs and a detailed description of such programs;
- (7) a description of the manner in which the community-based organization presently coordinates with other local organizations;
- (8) a description of how the community-based organization will publicize the program;
- (9) a description of the community-based organization's procedures and timelines for the establishment of the individual development account to ensure that such establishment is sufficiently expedient to safeguard the account holder's interest.
- (10) a description of its procedures for monitoring account holder deposits and matching funds deposits; and
- (11) a description of the community-based organization's contingency plan in the event the community-based organization is no longer able to operate the program. Such contingency plan shall include but not be limited to: (A) a requirement of immediate notice to all account holders and the department; and (B) all actions the community-based organization shall take to ensure the orderly closing of the program.

(b) The department shall review the request for certification and notify the community-based organization in writing whether the organization's request for certification has been approved or disapproved. Any notice of disapproval shall include the reasons for the disapproval. The department's determination shall

be final. A community-based organization may resubmit a request for certification once the basis for the department's denial of certification has been removed.

- (c) The department shall review certified state IDA programs on an annual basis.
- (d) The department may conduct site reviews of any individual development account program at any time for compliance with applicable statutes, regulations and contracts.
- (e) Community-based organizations operating certified state IDA programs shall provide the department with full access to any program records upon request.

(NEW) §31-51ddd-14. Suspension and Decertification Process

- (a) The department may suspend or decertify a community-based organization's program for non-compliance with applicable statutes, regulations and contracts.
- (b) When the department suspends or decertifies a community-based organization's program, the organization may request reconsideration by the Labor Commissioner of such suspension or decertification. The Labor Commissioner's decision shall be final. A community-based organization may request in writing a reinstatement of the program where a community-based organization has shown to the satisfaction of the department that the basis for the suspension or decertification no longer exists.
- (c) A community-based organization whose program has been suspended or decertified shall not participate in the solicitation process until the program has been reinstated.

(NEW) §31-51ddd-15. Solicitation for funding grants

- (a) The department shall publicly solicit proposals for grants from available funds in the Individual Development Account Reserve Fund from community-based organizations to operate certified state IDA programs.
- (b) The department shall review all proposals and notify the community-based organization in writing whether the proposal has been accepted or rejected.
- (c) In its review of proposals, the department shall, to the extent possible, consider the geographic location of the community-based organization.

(NEW) §31-51ddd-16. Application and Implementation

When an individual believes that he has been unfairly denied access to a certified state IDA program or otherwise treated inequitably as an account holder, the individual may complain to the department no later than thirty days after the alleged injury. The department shall investigate the complaint and shall attempt to informally resolve it. Where applicable, the department may refer the individual to the appropriate state or federal agency for potential relief.