

# CHESLA

CONNECTICUT HIGHER EDUCATION SUPPLEMENTAL LOAN AUTHORITY

**Request for Proposal For**  
**LOAN ORIGATION AND/OR SERVICING PROVIDER**

**DATE: January 11, 2019**

**State of Connecticut Higher Education Supplemental Loan Authority**

**DEADLINE: No Later than 2:00 p.m. (Eastern Time) on Friday, February 8, 2019**



# CHESLA

CONNECTICUT HIGHER EDUCATION SUPPLEMENTAL LOAN AUTHORITY

## Freedom of Information Act

CHESLA is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). A proposal submitted in response to this RFP, and any files or documents associated with the proposal, including e-mails or other electronic files, will be public records and subject to disclosure under the FOIA. See Conn. Gen. Stat. §§1-200, et seq. The FOIA includes exemptions for, among other things, “trade secrets” and “commercial or financial information given in confidence, not required by statute.” See Conn. Gen. Stat. §1-210(b).

Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFP are subject to the terms of the FOIA and all applicable rules, regulations and administrative decisions. If a proposer is interested in preserving the confidentiality of any part of their proposal, it will not be sufficient to state generally in the proposal that the proposal is proprietary or confidential in nature and therefore not subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to the FOIA.

Confidential information must be separated and isolated from other material in the proposal, labeled CONFIDENTIAL, and submitted in a separate envelope and in a separate PDF. All proposal materials not placed in a separate envelope and PDF clearly marked as confidential will not be treated as confidential and will be made available for public view upon receipt of a FOIA request. Proposers should not request that their entire proposal, nor the majority of the proposal, be confidential and CHESLA reserves the right to reject any such proposal.

CHESLA has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall CHESLA or any of its officers, directors or employees have any liability for the disclosure of documents or information in CHESLA’s possession where CHESLA, or such officer, director or employee believes disclosure is required under the FOIA or other law.

# CHESLA

[www.chesla.org](http://www.chesla.org)

Connecticut Higher Education Supplemental Loan Authority  
10 Columbus Boulevard, 7<sup>th</sup> Floor, Hartford, Connecticut 06106  
(860) 520-4001 Outside CT • (800) 252-3357 in CT • FAX (860) 520-4004

January 11, 2019

To Whom It May Concern:

The Connecticut Higher Education Supplemental Loan Authority (CHESLA or the "Authority") is requesting proposals from qualified firms wishing to provide Loan Origination and/or Servicing to the Authority, for its in-school loan program, for a period of three (3) years, with options to extend for additional years.

The Authority seeks proposals from firms with established expertise in the areas of loan origination and/or servicing generally and private student loans specifically. Firms are expected to have substantial and demonstrable expertise and knowledge of consumer and higher education lending laws pertinent to the Authority.

Proposals should highlight the recent experience of your firm in its origination and/or servicing efforts and course of action working with private supplemental student loans and other products/programs.

## **Responses to the RFP**

Your firm's submission relating to this RFP should include a response to the questions and requests for information included in the attached **Exhibits A, A2 and A3**, as well as the materials required by the **State of Connecticut** in **Exhibits B-1, B-2, D and E**. Please be sure to include the required undertakings set out on Exhibit A in your response.

## **Proposal Schedule**

- RFP Issued on **January 11, 2019**
- Proposals are due by no later than **2:00 p.m. (Eastern Time) Friday, February 8, 2019**
- Questions on the RFP are to be submitted via email to Jeanette Weldon and Josh Hurlock by **January 17<sup>th</sup> noon**. Answers will be posted to the CHESLA website no later than 3:00 p.m. on **January 22, 2019**.
- Interviews, if necessary, to be conducted the week of **February 18, 2019**
- Authority Board Action on Selection of Loan Origination and/or Servicing Provider by **March 5, 2019**

The initial term of this Agreement shall be from April 5, 2019 until April 5, 2022.

## **Selection Process**

The Authority will conduct the selection of the service provider, with a recommendation for approval to the Board of Directors. Evaluation of firms will include, but will not be limited to: the reputation of the firm, the scope of services to be provided, proposed fees, the reputation and experience of the management and staff to be assigned to the Authority, and other value added services that may be provided.

**State of Connecticut Public Acts Governing Contractual Relationships with Quasi-State Agencies**

**1. Penalty for False Statement: C.G.S. §1-126**

Any quasi-public agency, as defined in Section 1-120 of the General Statutes, shall require any application, agreement, financial statement, certificate or other writing submitted to such quasi-public agency with respect to any loan, mortgage, guarantee, investment, grant, lease, tax relief, bond financing or other extension of credit or financial assistance made or provided by such quasi-public agency and that provides information on which the decision of such quasi-public agency was based, to be signed under penalty of false statement as provided in Section 53a-157b of the General Statutes. The Authority requires that proposals in response hereto be provided on the same basis.

Include the following statement with your proposal:

“The information provided herein is submitted by the undersigned firm under penalty of false statement as provided in the Connecticut General Statutes, Section 53a-157b.”

**2. CHESLA Gift Ban Policy: C.G.S. §§4-250 to 4-252**

The Authority has adopted a gift ban policy which, with very limited exceptions, prohibits the acceptance by Authority employees of anything of value, from parties doing business or seeking to do business with the Authority. In addition, pursuant to the State Code of Ethics, Members of the Board of Directors, as well as employees of the Authority, are subject to strict restrictions on the acceptance of gifts from parties doing business, or seeking to do business, with the Authority. **Please complete and sign the Gift and Campaign Certification attached as Exhibit B-1.**

**Consulting Agreement Affidavit: C.G.S. §4a-81.**

**Please complete and sign the Consulting Agreement Affidavit attached as Exhibit B-2. Please note that the affidavit must be updated under certain circumstances.**

**3. State of Connecticut Office of State Ethics (“OSE”) Requirements**

Attached is the OSE “State Contractors Guide to the Code of Ethics”. This document and the revised statutes effective January 1, 2016 (available on the OSE website) provide your company with a guide to your financial relationship and statutory requirements for conducting business with a quasi-public state agency. By submitting a response to this request for proposal, your firm acknowledges receipt of this information and acceptance of the provisions applicable to organizations doing business with CHEFA.

**4. State Election Enforcement Commission Campaign Contribution and Solicitation**

Section 9-612(f) of the Connecticut General Statutes prohibits “principals” (AND CERTAIN FAMILY MEMBERS) of State contractors and prospective State contractors from donating and soliciting certain campaign contributions. CHESLA is required to provide all prospective State contractors with a copy of the Notice to Executive Branch state Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations which has been included as **Exhibit D - Please complete and sign.**

**5. An Act Concerning Certain State Contracting Nondiscrimination Requirements (C.G.S. Sections 4a-60 and 4a-60a)**

C.G.S. §§4a-60 and 4a-60a, as amended, require an entity or individual entering into a contract with

the State or certain of its political subdivisions, including quasi-public agencies, to provide the contracting agency with a written affidavit, representation or other acceptable documentation that certifies the contractor's compliance with the State's nondiscrimination agreements and warranties set forth in C.G.S. §§4a-60 and 4a-60a and to periodically update such documentation. **(Please refer to the form of the required certification attached as Exhibit E and complete and sign.)**

## 6. State Contracting Provisions – Exhibit F

### **RFP Format and Submission Requirements**

- A. The total length of the response is limited to 15 pages (excluding required State forms and documents requested by the Authority in the attached Exhibit A).
- B. Please submit a copy of your firm's response to this RFP via email by no later than **2:00 p.m. (Eastern Time) on Friday, February 8, 2019** in PDF format to Jeanette Weldon, Executive Director at [jweldon@chesla.org](mailto:jweldon@chesla.org); Joshua Hurlock, Assistant Director at [jhurlock@chesla.org](mailto:jhurlock@chesla.org), Debra Pinney at [dpinney@chefa.com](mailto:dpinney@chefa.com) **and** 4 printed (non-binder) copies delivered to the Authority.

The Authority reserves the following rights (without limitation or waiver):

- 1. To reject any or all proposals.
- 2. To conduct investigations or request further information relating to the qualifications of any or all respondents.
- 3. To supplement, modify or cancel this request for proposals without notice or substitution of another such request.
- 4. To reevaluate a proposal or selection if there are any changes in the substance of the proposal.
- 5. Waive or modify any irregularities in proposals received.
- 6. Accept a proposal based on considerations other than cost.
- 7. Negotiate separately with any person whatsoever in any manner deemed to be in the best interest of the Authority.
- 8. To request a face to face interview with the proposer (the cost associated therewith are the sole responsibility of the proposer).

A final decision will be made during the March 2019 Board of Directors' Meeting. The Authority shall not be liable for any cost incurred in connection with responding to this proposal.

Sincerely,



Jeanette Weldon  
Executive Director

Exhibits Attached

# CHESLA

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CONNECTICUT HIGHER EDUCATION SUPPLEMENTAL LOAN AUTHORITY

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## **CHESLA LOAN PROGRAM**

## **GENERAL INFORMATION AND REQUIREMENTS**

The Authority issues private supplemental loans under the CHESLA Loan Program. At present, there are approximately 11,000 loans with a principal balance of \$125 million outstanding under its in-school loan program. Approximately \$20 to \$23 million new loans are originated during the fall/spring lending period.

- A. Proposers acknowledge that CHESLA is a quasi-public agency and that proposals are subject to the Freedom of Information Act of the State of Connecticut.
- B. The Authority will not be liable for any cost incurred by Proposers in the preparation of the response to or oral presentation of the RFP.
- C. By submitting a response to this RFP, a Proposer agrees to the inclusion of the language set forth in **Exhibit F** in any contract entered into with CHESLA in connection with this RFP.
- D. Under no circumstances shall the Proposer engage in unfair collection practices or violate guidelines established by the Federal Trade Commission in the process of collecting the Authority's delinquent accounts, nor shall the Proposer willfully violate any laws or regulations applicable to the origination and servicing of higher education loans.
- E. The Proposer will be required to maintain appropriate accounting and management controls with respect to its financial operation and CHESLA's loan accounts, and will be required to document these controls, as well as providing requested material and/or specific research responses to questions that may arise from periodic internal, state or regulatory audits experienced by CHESLA.
- F. The Authority, its Board members, employees and advisors must be indemnified and held harmless from all claims, demands, and causes of action, damage of property or loss and liability, including attorney's legal fees, as a result of the performance of the services required from the Proposer.
- G. Neither CHESLA nor the Proposer shall assign its obligations hereunder without the prior written consent of the other. CHESLA will not assume liability for taxes or legal expenses other than for its own defense.
- H. Insurance: Provide evidence in the form of a standard Accord form (or the equivalent) of insurance as listed below. Any policy having an annual aggregate limit of liability shall disclose that limit. The Authority reserves the right to deem any annual aggregate limits as acceptable.
  - a. Workers' Compensation and Employer's Liability insurance. A non-Connecticut respondent shall have insurance for benefits in accordance with Connecticut's law for any employee fulfilling the obligations of this RFP in Connecticut.
  - b. If applicable, Automobile Liability insurance for owned and non-owned vehicles of the respondent with limits of liability of not less than \$400,000 each occurrence.

- c. Commercial General Liability (CGL) insurance with limits of liability of not less than \$400,000 each occurrence.
- d. Sufficient Property insurance, including valuable records coverage, equal to or greater than the amount necessary to prevent respondent from becoming a co-insurer.
- e. Professional Liability insurance that includes Errors and Omissions applicable to the performance of origination and servicing of private student loans , subject to a limit of liability of not less than \$1,000,000.
- f. Employee dishonesty insurance, subject to a limit of liability of not less than \$1,000,000 each occurrence.
- g. Cyber Liability insurance for security or privacy breaches and the related costs associated with a breach inherent to the alternative student loan business, subject to a limit of liability not less than \$1,000,000.

The respondent's insurance coverage shall be written for not less than any limits of ability herein specified or required by Connecticut law, whichever is greater.

- I. Describe how your organization plans to secure its systems and facilities to protect the Authority's records. This includes access to all computer and record facilities so that only authorized personnel are permitted entry into the facilities and controls that prevent the unauthorized access, entry or deletion of data into and from the database.
- J. Provide a copy of your organization's Disaster Recovery/Business Continuity plan in the event of a disaster affecting your main facilities. This plan needs to identify backup resources and/or facilities that can continue to provide the services required of the Authority as outlined in this RFP. Backup facilities must be operational within three business days from the loss of use of the main facilities. Please provide in the Appendix a summary of the most recent test of your Disaster Recovery/Business Continuity plan.
- K. Provide a copy of your organization's records retention policy. The Provider will be required to maintain all pertinent loan origination, financial and accounting records in accordance with standard procedures for general records management.
- M. The Proposer shall submit to CHESLA copies of any correspondence or notice of other communications received from CHESLA applicants/borrowers alleging complaints against the Proposer within fifteen (15) days of receipt of such correspondence or communication.
- N. No assignment of interest in the contract, direct or indirect, may take place without CHESLA's prior written consent.



- O. Borrower loan payments must be submitted to CHESLA's Bond Trustee on a daily basis. These payments shall be wired electronically. The amount paid must be in agreement with reconciled summaries, which will depict loan series names, gross amount paid to the series, and the amount applied towards principal and interest.
- P. Please provide a copy of your proposed origination and/or servicing contract. The Authority reserves the right to negotiate the terms and conditions of the contact with the selected Proposer.
- Q. Please include a copy of your company's [IRS Form W-9](#) with your proposal.

## **I. DESCRIPTION AND EXPERIENCE**

In response to this request, please include the following information:

- A. A brief description of your origination and/or servicing resources addressing the following:
  - a. The Authority seeks reasonable assurance that the successful Proposer is aware of critical issues in the consumer lending arena, generally and specifically, as it applies to supplemental loan originators such as CHESLA. Please describe in detail your process of updating the Authority of any legislative changes/developments that might impact CHESLA's business;
  - b. Whether your agency offers a specialized private loan origination and/or servicing division. The number of full-time and part-time personnel, if any, currently assigned to each of the four areas discussed in Section II (Scope of Service): loan origination, billing, default and delinquency servicing, and reporting. Please describe your process and response time for handling borrower requests. Would CHESLA have a dedicated client representative? Please describe your training process for customer service representatives for the specifications of the CHESLA in-school loan program? Please describe your ability and process to create new loan pools to track loans separately? Is there a cost attached?
  - c. Where is your main system located? Is its software flexible to accommodate inquiries, special reports and ad hoc inquires (detail cost implications)? Discuss the availability of on-line access to your system (CHESLA inquires) (Borrower on-line application; status checks, college certifications; and payment options). Is your system capable of capturing email addresses for marketing purposes?
  - d. Qualifications in originating and/or servicing student/parent educational loans and other educational loan programs.
  - e. A comprehensive list of your student loan originating and/or servicing experience since 2014, including your experience converting loan portfolios, originated elsewhere, to your servicing system. For each client, provide as much information as conveniently available including delinquency and default experience. Indicate whether it is a new or existing

portfolio, and, if you no longer have the business, the primary reasons for the current status. Discuss specifically your experience in Connecticut in either the student loan or consumer loan market; and

- f. Describe the technology requirements for conversion of an existing loan portfolio to your system. Include in your description the fee schedule (including any non-profit discount) charged for portfolio conversions.
  - g. Please describe the conversion/transition process in detail. Include a chart of tasks, responsible parties and timing for entire conversion/transition process.
- B. Provide examples of existing bill/coupons and loan reports. (Please remove specific names and other confidential material.)
  - C. Do you have an established credit rating by Moody's, Fitch, or Standard and Poor's? If not, what type of performance bonds do you intend to provide?
  - D. What credit reporting agencies would you use for the CHESLA Loan Program?
  - E. What law firm, if any, do you propose to use as counsel? Please include the name of the partner-in-charge. If you plan to use an in-house counsel, what is his/her name and where is he/she admitted to practice? Provide address and telephone number.
  - F. Do you have Statements of Auditing Standards (SSAE16) and/or independent audits prepared on an annual basis? Would the Authority receive a copy of this report annually, without fee, as part of the contract? If there is a fee associated what is that fee?
  - G. Please describe any work related investigations/reviews/audits by any regulatory agencies of which your firm or members of your staff are the subject.
  - H. Please provide data for the levels of services provided in 2018 in connection with origination and servicing performed by your organization, including the following:
    - Average speed of answer in a calendar month
    - Maximum call abandon rate in a calendar month
    - Loan application processing time

Can your organization provide client specific level of service data?

## II. SCOPE OF SERVICES

The five areas outlined below describe the complete scope of services sought in connection with the origination and ongoing administration and servicing of the in-school loan program. The Connecticut Higher Education Supplemental Loan Authority is looking for active servicing of loans, including multiple contacts to delinquent borrowers. When preparing your proposal, address each area and discuss your experience in the given category. **See the Authority's Program Manual, Exhibit A2.**

### A. Loan Origination

The originator/servicer Proposer will provide a web-based platform for accepting applications, processing the application against credit criteria provided by the Authority, displaying to the applicant(s) a credit decision subject to proper documentation, providing electronic disclosures and the capability for electronic signatures.

The Authority would like to provide a link from its website to that of the loan originator/servicer. The student and college or university attended by the student will certify the loan. The loan originator/servicer must be able to:

- a. Generate and analyze standard credit reports to determine the applicant's credit history and creditworthiness in accordance with criteria to be established by the Authority;
- b. Generate, on behalf of both the servicer and the Authority, approval (or rejection) letters;
- c. Interface with institutions regarding certification action appropriate for applications and provide a weekly applications approved report and a weekly applications in-process report to the Authority (please specify if you offer on-line certification/ELM and whether you can accommodate multiple disbursements for one loan and methods of disbursement);
- d. In accordance with the Authority's origination criteria, review information provided on the application to determine income, employment and residence, and analyze borrower/co-borrower/co-signer data in conjunction with the credit report and other information provided on the loan application;
- e. Generate promissory notes and disclosure statements for approved applicants subject to review and approval by the Authority; and
- f. Require all borrowers and co-borrower(s) to sign promissory note, retain a copy of said promissory note(s) (with signatures) in a manner that is consistent with industry standards and is approved by the Authority, and to forward the original signed promissory note(s) to the Authority's Trustee if required.
- g. Detail your electronic signature process for applications and promissory notes.

- h. Electronically transmit loan setup information and origination documents to the loan servicer (should the Authority contract with a different entity to perform that task).

**B. Billing**

Repayment of principal and interest will begin within 30 days of receipt of the executed promissory note. Notification of payment due will occur either by coupon book or direct billing. Please state your preference and rationale for either system. When providing your bid, clearly state which system is reflected in your bid. Indicate whether payments sent to the servicer will be mailed to a lock-box (include any fees to be paid by the Authority) at the Trustee's correspondent bank or to some other location.

**C. Delinquency and Default**

In your proposal, describe staffing and experience in handling delinquent loans. The Authority will require comprehensive reporting procedures of your delinquent loan collection practices.

The dunning cycle adopted by the Authority requires phone calls and letter activities throughout the cycle as described below:

- 15 days past due:            telephone call and letter to borrower and co-borrower(s).
- 45 days past due:            telephone call and letter to borrower and co-borrower(s).
- 75 days past due:            telephone call and letter to borrower and co-borrower(s).
- 90 days past due:            telephone call and Final Demand letter to borrower and co-borrower(s).
- 120 days past due:            Send Claim Filed loans to CHESLA. CHESLA will make collection efforts. Notes are removed from the campaign when they are Claim Filed or Default status. Defaulted loan will be turned over to the Authority's designated collection agency.

**D. Bankruptcy**

Currently, CHESLA loans generally are not dischargeable under bankruptcy. Describe your procedures to notify the Authority of bankruptcy or the death of a borrower/co-borrower.

**E. Reporting Requirements**

The loan servicer will be the central repository of all loan information required by

the various parties who monitor, administer, and participate in CHESLA's loan program (*The participating colleges and universities, the student/parent borrowers, the Authority's Trustee, Accountant and/or Auditor, and the Authority*). In addition to providing the characteristic data for ordinary consumer and/or education loan servicing (i.e., names and addresses of borrowers and co-makers, amount borrowed, interest rate, principal balance due, amount overdue, amount prepaid, total amount repaid, aged amounts delinquent and in default, etc.), the servicer must be able to provide additional data in a format whereby reports can be compiled and disseminated to the parties listed above.

The following additional capabilities will be required or developed to allow for accurate reporting:

- a. Amount and status of all overpayments received during preceding period;
- b. Current repayment status and unpaid principal balance of each loan as of last day of period;
- c. Report of all loans paid in full;
- d. Delinquent reports for accounts in categories of 10-29 days, 30-64 days, 65-89 days, and 90 days or more;
- e. The status of a particular borrower's classification (that is, State of residence, year in school, loan amount, enrolled/graduated students, active/inactive borrowers, etc., and various other marketing data);
- f. Standard skip tracing activities and address updating;
- g. Preparation of individual borrower's tax forms for interest paid, and annual privacy mailing notices;
- h. The amount and status of payments by principal and interest; tracking of capitalized interest loans;
- i. The individual borrower's portfolio profile and payment history; and
- j. Cooperate with any audits and reviews of the loan program conducted by the Authority, its representatives, regulators or auditors.

These reporting capabilities must allow, for example, an institution to receive loan information regarding its borrowers so that the school may evaluate its borrowers' repayments, delinquencies, and outstanding principal. Similarly, the Authority, its Auditor, Accountant and the Trustee must have the capacity to monitor the status of borrowers participating in the program. **See Exhibit A3 for a list of Administrative Reports that will be required.**

Servicing records must be updated daily with cash and non-cash transactions and monthly reports should include cumulative-to-date, detail and summary data on

interest accrued and month end trial balances. All reports will need to be made on a regularly scheduled basis (monthly). Also, what flexibility does your agency have to provide any additional reports to the Authority on a report-by-report basis as needed? Please specify any applicable charges for creating additional reports.

### **III. FEES**

Please provide a fee proposal for origination, servicing, membership (ELM/other), programming and other applicable costs (conversion and de-conversion). Are discounts afforded to the Authority?

Indicate your preference for direct billing or a coupon system. Also indicate your ability to bill each borrower for multiple loans in one monthly statement with a common due date.

We presume your fee will not include collection work. If to the contrary, please specify. We presume your fee will include billing, delinquencies up to 120 days, repayment and in-school servicing and comprehensive reporting requirements.

1. What is your agency's fee structure (one servicing fee per student borrower social security number)? We expect a full and complete itemization of charges concerning the monthly cost of servicing and origination.
  - a. The cost of origination should be submitted as a cost per-loan. You should be aware that the Authority currently charges a 3% reserve fee on new originated loans.
  - b. We assume your fee for origination will include credit analysis, credit investigation and credit approval in accordance with the Authority's guidelines and comprehensive reporting. If not, please indicate your fee including credit analysis per borrower.
2. What other commitment or set-up fees does your agency charge? Explain the rationale for such fees. If there are separate fees, please state your maximum charge.

**Please provide the following information in the order in which it is requested:**

- (1) The Proposer's policy on notifying clients of changes in key personnel;
- (2) Affirmative Action: What is your firm's Affirmative Action and Equal Employment Policy and what proportion of your firm's professionals are minorities and women?
- (3) Describe training provided to your staff to ensure compliance with applicable laws, regulatory policies and privacy laws;
- (4) Please identify the firm's professional liability insurance provider and indicate the extent of coverage, including the amount of any deductible or coinsurance amount;
- (5) Provide an annual report or audited statement of financial condition as well as three client references to be contacted (names, telephone numbers and email addresses); and
- (6) Briefly, what other facts about your firm should we know in order to help determine whether you could provide high quality services to the Authority?
- (7) Identify the title and experience of the individual(s) who would be assigned primary responsibility for originating and servicing the loan portfolio

# CHESLA

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CONNECTICUT HIGHER EDUCATION SUPPLEMENTAL LOAN AUTHORITY

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## **CHESLA LOAN PROGRAM**

## **PROGRAM MANUAL**



CONNECTICUT HIGHER EDUCATION

SUPPLEMENTAL LOAN AUTHORITY

CHESLA LOAN PROGRAM

PROGRAM MANUAL

ADOPTED AUGUST 14, 1996,

AMENDED AS OF DECEMBER 10, 1999

AMENDED AS OF OCTOBER 2, 2001

AMENDED AS OF JULY 30, 2008

AMENDED AS OF MAY 8, 2014

AMENDED AS OF MAY 15, 2015

RESTATED AND AMENDED AS OF JANUARY 5, 2018\*

AMENDED AS OF OCTOBER 11, 2018

\* \* \* \* \*

\*Includes amendments authorized on April 26, 2016 to extend the interest only payment period for a maximum of eight (8) years for loans originated with proceeds of the 2016 Series A Bonds and Bonds issued thereafter.

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## I. GUIDELINES

### A. PURPOSE

The Connecticut Higher Education Supplemental Loan Authority is a public institution founded for the purpose of providing long-term, low interest education loans for Connecticut students attending colleges and universities within the United States of America and its possessions and for out-of-state students attending colleges and universities within Connecticut.

In accordance with the policy and provisions of Chapter 187b of the Connecticut General Statutes, as amended, the CHESLA Loan Program seeks to provide long-term education loans for students to pay the costs of their higher education.

### B. DEFINITIONS

Unless otherwise expressly stated herein or unless the context otherwise requires, the following definitions shall apply with respect to this Program Manual:

“Acts” means the Connecticut Higher Education Supplemental Loan Authority Act, being Chapter 187b of the General Statutes of Connecticut, Sections 10a-221 through 10a-246, inclusive, and Chapter 187 of the General Statutes of Connecticut, Section 10a179a, as heretofore amended and as further amended from time to time.

“Applicant” means any individual who is an Eligible Undergraduate Student, an Eligible Graduate Student, and any parent, legal guardian, or sponsor or an Eligible Undergraduate Student or Eligible Graduate Student attending an Eligible College or University, who completes, signs and submits an Application on behalf of such student with the intention of being accepted as a Borrower or Co-Borrower under the Program.

“Application” means an application for a CHESLA Loan Program Loan submitted to the Authority in the form prescribed by the Authority from time to time, together with such supporting information and documentation as the Authority may reasonably require prior to a final determination with respect thereto.

“Approval Disclosure Statement” means the closed-end disclosure statement provided to the Applicant at the time the Loan is approved as required by the federal Truth-in-Lending Act, or as otherwise required by law.

“Authority” means the Connecticut Higher Education Supplemental Loan Authority, a body politic and corporate of the State of Connecticut, constituting a public instrumentality and subsidiary of the Connecticut Health and Educational Facilities Authority, created by the Acts.

“Bonds” means all bonds issued by the Authority the proceeds of which are used to fund Loans under the Program.

“Borrower” means any approved Applicant who has agreed to repay a Loan and who obtains a Loan in accordance with the terms and conditions of a Promissory Note (See also Co-Borrower).

“Business Day” means any day other than Saturday, Sunday, or a day on which banks located in the city in which the principal office of the Trustee or the Servicer is located are required or authorized to remain closed.

“Capitalized Interest” means accrued and unpaid interest added to the principal balance of a Loan. The sum is thereafter considered the principal, and interest will accrue on the new principal balance.

“Capitalized Interest Loan” means an Education Loan made to an Eligible Graduate Student which provides for the capitalization of interest during the Capitalized Interest Period.

“Capitalized Interest Period” means the period during which interest on a Capitalized Interest Loan is deferred and added to the principal balance of the Capitalized Interest Loan and subject to additional interest, which shall be the period while the Eligible Graduate Student is enrolled in an Eligible College or University and for a six month period after the Eligible Graduate Student is no longer enrolled, which period shall not exceed five (5) years, or such lesser period specified by the Borrower.

“Carry-Over Amount” means, with respect to the proceeds of Bonds of the Authority up to \$500,000 of the proceeds of a Series of Bonds which may be used to make loans bearing such stated rate of interest as the Authority shall determine in accordance with the provisions of the Resolution and any related Tax Compliance Agreement entered into by the Authority in connection with the issuance of such Series of Bonds.

“Co-Applicant” means any Applicant other than the Eligible Student.

“Co-Borrower” means any parent, legal guardian or sponsor of an Eligible Student attending an Eligible College or University who has agreed to repay a Loan and is jointly and severally liable with a Borrower for the repayment of a Loan, in accordance with the terms and conditions of a Promissory Note.

“Cost of Education” means the cost of education for a Loan Year as certified by the financial aid administrator at the Eligible College or University and is to include direct and indirect costs associated with attendance at such Eligible College or University, but shall not exceed the amounts determined by the United States Department of Education to be the cost of education, except as otherwise determined by the Executive Director and the Deputy Director, or either of them.

“Current Year Loan” means a Loan other than a Tuition Prepayment Loan and may include a Loan to cover an Eligible Student’s Cost of Education for the next preceding Loan Year.

“Default” means (1) the failure to make any Loan payment more than one hundred and twenty (120) days after it is due; (2) the breach of any promise contained in the Promissory Note or any agreement between the Authority and a Borrower and/or Co-Borrower, if any; (3) the Borrower or Co-Borrower, if any, becoming insolvent, making an assignment for the benefit of creditors, having a receiver appointed, or having a petition for bankruptcy commenced by or against the Borrower or Co-Borrower; and (4) providing any information or making any representation on the Application or any agreement between the Authority and Borrower and/or Co-Borrower, if any, that is not true.

“Delinquent Loans” means all Loans for which any payment is thirty (30) days or more past due.

“Disaster Forbearance” means Forbearance based upon a Borrower or Co-Borrower residing in a Natural Disaster Zone(s).

“Electronic Fund Transfer” means the electronic method of disbursing proceeds of an Education Loan on behalf of an Eligible Student as set forth in an agreement entered into by the Authority, acting by its duly authorized officer, the Servicer and the Trustee and an electronic method of receiving payments on Loans utilized by the Servicer.

“Eligible College or University” means any non-profit degree-granting educational institution within the United States of America and its possessions authorized by law to provide a program of education beyond the high school level and (1) described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any subsequent corresponding Internal Revenue Code, as from time to time amended, and exempt from Federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, or any subsequent corresponding Internal Revenue Code, as from time to time amended, with respect to a trade or business carried on by such institution which is not an unrelated trade or business, determined by applying Section 513(a) of the Internal Revenue Code of 1986, or any subsequent corresponding Internal Revenue Code, as from time to time amended, to such institution, or a foundation established for its benefit; (2) exempt from taxation under said code as a governmental unit; (3) exempt from taxation under said code pursuant to Section 170(c)(1); and the Connecticut Alternate Route to Certification Program.

“Eligible Graduate Student” means a student who is a resident of Connecticut and who is enrolled in and pursuing an educational program leading to a post-baccalaureate certificate or a masters, doctorate or professional degree at an Eligible College or University on at least a half-time basis as defined by such college or university, who is in good academic standing and is making satisfactory progress, as determined by such college or university. “Eligible Graduate Student” also means a student who is not a resident of Connecticut, but who is enrolled and pursuing such an educational program at an Eligible College or University in Connecticut, on at least a half-time basis as defined by such college, university, or program, who is in good academic standing and is making satisfactory progress, as determined by such college or university.

“Eligible Non-U.S. Citizen” means an individual that would be an eligible noncitizen for purposes of the U.S. Department of Education Direct Loan Program. “Eligible Student” means an Eligible Graduate Student or an Eligible Undergraduate Student.

“Eligible Undergraduate Student” means a student who is a resident of Connecticut and who is enrolled in and pursuing an educational program leading to a certificate or an associate or baccalaureate degree at an Eligible College or University, or a student enrolled in the Connecticut Alternate Route to Certification Program, on at least a half-time basis as defined by such college, university, or program, who is in good academic standing and is making satisfactory progress, as determined by such college, university, or program. “Eligible Undergraduate Student” also means a student who is not a resident of Connecticut, but who is enrolled and pursuing such an educational program at an Eligible College or University in Connecticut, or a student enrolled in the Connecticut Alternate Route to Certification Program, on at least a half-time basis as defined by such college, university, or program, who is in good academic standing and is making satisfactory progress, as determined by such college, university, or program.

“Final Disclosure Statement” means the closed-end disclosure statement provided to the Borrower and any Co-Borrower before Loan proceeds are disbursed as required by the federal Truth-in-Lending Act, or as otherwise required by law.

“Financial Hardship Forbearance” means Forbearance due to a Borrower’s or Co-Borrower’s financial difficulty.

“Forbearance” means a temporary modification of the monthly Loan payment obligation of a Borrower or Co-Borrower.

“Interest Only Payment Period” means the period during which a Borrower or any Co-Borrower pays interest only on the Loan, which shall be while the Eligible Student is enrolled in an Eligible College or University and for a six month period after the Student is no longer enrolled, but which period shall not

exceed five (5) years or, if the Loan was originated with proceeds of the 2016 Series A Bonds and Bonds issued thereafter, eight (8) years.

“Loan” or “Education Loan” means a loan originated by the Authority under the Program and disbursed from the proceeds of the Bonds, including a Capitalized Interest Loan, and any other loan which the Authority determines to originate or administer under the Program.

“Loan Year” means a period of twelve consecutive months, commencing September 1 and ending August 31 each year, in which an Eligible Student is attending an Eligible College or University on at least a half-time basis.

“Major Disaster Declaration” means a declaration, made by the President of the United States, declaring a major natural disaster for a designated area(s) of a state.

“Natural Disaster Zone(s)” means the area(s) of a state, affected by a natural disaster, identified in a Major Disaster Declaration.

“Net Cost of Education” means the Cost of Education as calculated by the College or University, minus any financial assistance including education loans, work study, grants, scholarships, etc. awarded for the period for which the Loan is requested (Social Security and Veterans’ Administration benefits should not be considered financial aid).

“Prepayable Costs” means tuition and fees, and room and board, as detailed in Section D(3)(a)(i) and (ii) hereof.

“Principal and Interest Repayment Period” means the period during which a Borrower or any Co-Borrower repays the Loan in level monthly installments of principal and interest.

“Private Education Self-Certification Form” means the form provided to, and completed by, an Applicant, as required by 15 U.S. Code Sec. 1638 (3)(e)(A). “Program” means the CHESLA Loan Program described herein.

“Promissory Note” means the note signed by a Borrower and any Co-Borrower promising to pay the Authority and evidencing a Loan, in the form prescribed by the Authority from time to time.

“Reserve Fee” means the non-refundable fee, if any, as the Authority shall determine in connection with each Series of Bonds used to finance Education Loans, paid by the Borrower to the Authority out of the proceeds of each such Loan at the time of disbursement thereof.

“Resolution” means any resolution of the Authority, as supplemented and amended, pursuant to which have been issued Bonds to fund the Program.

“Servicer” means the entity with whom the Authority contracts (which may be the Trustee) for the purpose or providing services with respect to the origination, servicing and administration of Education Loans, or any other service offered by the Authority under the Program.

“Trustee” means the trustee under the Resolution.

“Tuition Prepayment Loan” means a Loan made for payment or reimbursement of a payment made pursuant to a Tuition Prepayment Plan.

“Tuition Prepayment Plan” means any plan adopted by an Eligible College or University whereby an Eligible Student’s Prepayable Costs, or any portion thereof, as determined by the Eligible College or University, may be prepaid.

C. OVERVIEW OF CHESLA LOAN PROGRAM

1. Amount.
  - (a) Current Year Loan. A Loan may be made in a principal amount of not less than \$2,000 and not more than the Eligible Student’s Net Cost of Education in any one Loan Year. In no Loan Year shall the total of all forms of financial assistance (including Loans under the Program) exceed the Cost of Education.
  - (b) Tuition Prepayment Loan. A Loan may be made in a principal amount of not less than \$2,000 and not more than \$125,000 in any one Loan Year, for the purpose of prepaying any one Eligible Student’s Prepayable Costs pursuant to a Tuition Prepayment Plan.
  - (c) Maximum Borrowing. In no case may any Borrower or Co-Borrower borrow proceeds over the life of the Program for any one Eligible Student in excess of \$125,000.
2. Frequency of Loans. There is no limit on the number of separate Loans a Borrower may apply for and accept during a Loan year.
3. Interest Rate. Loans shall bear interest at the rate or rates as the Authority shall determine in connection with each Series of Bonds used to finance Education Loans. Interest due is calculated daily based on the actual number of days, elapsed, or as otherwise determined by the Authority.
4. Repayment Term and Schedule.
  - (a) For Education Loans other than Capitalized Interest Loans, the initial monthly payment of interest only will be due thirty (30) to sixty (60) days from the date of the disbursement. Interest-only payments shall be paid while the student is enrolled in school and for a six-month period after the student is no longer enrolled, for a maximum period of five (5) years or, for Education Loans, other than Capitalized Interest Loans, originated with proceeds of the 2016 Series A Bonds and Bonds issued thereafter, eight (8) years. Thereafter, level payments of principal and interest on the Loans shall be paid monthly until maturity, which shall be 140 months after the date of the first principal payment. Loans may be prepaid prior to their maturity date.
  - (b) For Capitalized Interest Loans, interest will accrue and be added to the principal Loan balance annually beginning on a date which is not more than one year following the date of disbursement and continuing annually thereafter during the Capitalized Interest Period and ending on the last day of the Capitalized Interest Period, so that an increased principal Loan balance shall be computed annually upon which interest shall accrue. Level payments of principal and interest shall commence upon the expiration of the Capitalized Interest Period and shall be paid monthly until maturity, which shall be 140 months after the date of the first principal payment. All Loans must be repaid in full on or prior to their maturity date. Loans may be prepaid prior to their maturity date. .



5. Promissory Note. Each Loan will be evidenced by a Promissory Note executed by the Borrower and any Co-Borrower. A Promissory Note will be sent to the Borrower and any Co-Borrower for execution upon approval of the Application by the Servicer, as authorized by the Authority.
6. Additional Security. In the event the Authority and the Servicer enter into an agreement for the purpose of servicing Loans to which additional security has been pledged, Borrowers and Co-Borrowers may, to the extent permitted thereby and in accordance with the procedures and subject to the limitations set forth therein, deliver such documents as are specified therein for the purpose of securing an Education Loan.
7. Reserve Fee. The non-refundable Reserve Fee will be paid by the Borrower from the proceeds of each Loan at the time of disbursement thereof.
8. Nondiscrimination. The Authority shall not discriminate on the basis of the location within the United States and its possessions of the Eligible College or University or on the basis of the residency of Eligible Students attending Eligible Colleges or Universities located in Connecticut.
9. Borrowers and Co-Borrowers not to Acquire Bonds. Each Borrower and any Co-Borrower, shall agree that neither the Borrower, the Co-Borrower, nor any person who is a “related person” within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended, has or will acquire any of the Bonds in an amount related to any Loan received by such Borrower.
10. Release of Co-Borrowers. In connection with Education Loans originated with proceeds of the 2014 Series A Bonds and bonds issued thereafter, upon request, a Co-Borrower may be released from responsibility for repayment of a Loan for which not fewer than 60 consecutive timely payments of principal and interest have been received following the end of the Interest Only Payment Period, and for which the remaining Borrower would satisfy the then current credit criteria for Education Loan eligibility as set forth in Section E. A payment shall be considered timely so long as it is received not later than ten days after the due date therefor and all other payments within the prior twelve-month period have been received on or before the due dates therefor. The Authority may charge a fee for processing any such request for release.
11. Disclosures. The Approval Disclosure Statement and Final Disclosure Statement shall be provided as required by applicable law and as agreed to between the Authority and the Servicer.

#### D. APPLICATION PROCESS

1. Obtaining the Application. The Authority shall make Applications available, on its internet website or in such other manner as the Authority may determine.
2. Submitting the Application. An Applicant seeking a Loan must be a U.S. citizen or an Eligible Non-U.S. Citizen and must submit a completed Application to the address stated on the Application or in such other manner as the Authority may prescribe. A School Certification Form in the form or medium prescribed by the Authority from time to time must be forwarded to the Eligible College or University’s financial aid office. An Application is complete when the Applicant and any Co-Applicant furnish all required

documentation and information on the Application, and when a School Certification Form and a Private Education Loan Self-Certification Form has been completed and returned to the Servicer.

3. School Certification Form and Calculation of Net Cost of Education. The financial aid administrator completes the School Certification Form. The School Certification Form includes (a) a representation that the institution in which the Eligible Student is enrolled is an Eligible College or University, (b) a confirmation that the student is enrolled at such institution on at least a half-time basis and is making satisfactory progress, (c) a determination and certification of the expected Cost of Education and the Net Cost of Education and (d) with respect to Capitalized Interest Loans, a determination and certification that the Eligible Student meets the requirements of an Eligible Graduate Student. The following shall be used by each Eligible College or University in estimating the expected Cost of Education:

a. Direct Costs:

(i) Tuition & Fees: The amount paid or expected to be paid directly to the Eligible College or University for such charges for the period covered by the Loan.

(ii) Room & Board: If a student resides at the Eligible College or University, the amount to be paid to the Eligible College or University for such charges for the period covered by the Loan.

(iii) Books & Supplies: An allowance as determined by the Eligible College or University.

b. Indirect Costs:

(i) Room & Board: If a student does not reside at the Eligible College or University, an allowance as determined by the Eligible College or University, for each month of expected attendance during the Loan Year, which shall not exceed the amount of such costs as determined by the United States Department of Education, provided that the Executive Director and the Deputy Director, or either of them, shall be authorized to determine such other amount as they shall deem appropriate.

(ii) Miscellaneous Personal Expenses: An allowance as determined by the Eligible College or University, for each month of expected attendance.

The financial aid office, after completing the School Certification Form, shall return it as the Authority shall direct.

E. LOAN ORIGINATION

1. Application Processing by the Servicer. Upon receipt of a completed Application, including the School Certification Form and Private Education Loan Self-Certification Form, the Servicer shall:

- a. Check for completeness of the Application, including the School Certification Form and Private Education Loan Self-Certification Form, including all necessary attachments. Applications for Capitalized Interest Loans shall be accepted only upon the Servicer's determination that the Borrower is an Eligible Graduate Student. If an Application is incomplete or otherwise rejected, the Servicer may return the document, or send a form for correction or completion of information contained in the document, to the Applicant or any Co-Applicant, as appropriate, for missing information;
  - b. Verify the Applicant's and any Co-Applicant's income(s);
  - c. Verify the employment status of the Applicant and any Co-Applicant in such manner as the Authority may prescribe;
  - d. Request and review the Credit Report(s) of the Applicant and/or any Co-Applicant and investigate any derogatory information contained therein to the extent deemed necessary;
  - e. Review Form 1040, as agreed by the Authority and the Servicer;
  - f. Review and verify that Applicant and/or any Co-Applicant have acceptable credit history with current and former creditors;
  - g. Review the credit reports according to the following guidelines: judgments, liens, bankruptcies by or against the Applicant or any Co-Applicant, and defaults by the Applicant or any Co-Applicant on installment loans of any type, including other education loans, to the extent deemed necessary in order to make the recommendation required;
  - h. Review to determine that the Applicant, any Co-Applicant, and the Loan, if made, would meet the requirements of the Program; for example, with respect to the amount of the Loan to be made in one Loan Year and the aggregate amount the Borrower and any Co-Borrower may borrow for one Eligible Student over the life of the Program.
  - i. Review to determine that the Applicant and any Co-Applicant, is of a legal age to commit to a contract.
  - j. Review and determine that the Applicant and any Co-Applicant, is a U.S. citizen or Eligible Non-U.S. Citizen.
2. Debt-to-Income Determination by Servicer. The Servicer shall calculate a debt-to-income ratio based on information provided on the Application. For Loans originated prior to June 15, 2015, total monthly debt obligations plus the total monthly housing expense (rent or mortgage payments) may not exceed 40% of the stable gross monthly income. For Loans originated on and after June 15, 2015, total monthly debt obligations plus the total monthly housing expense (rent or mortgage payments) may not exceed 43% of the stable gross monthly income. For purposes of calculating a debt-to-income ratio of the Applicant or any Co-Applicant for Capitalized Interest Loans, the Servicer shall calculate the Capitalized Interest Loan principal amount as of the end of the Capitalized Interest Period. If debt-to-income ratio is satisfactory, the Servicer will complete the

credit analysis. If debt-to-income ratio exceeds the amount permitted in this Section E.2, Servicer will reject Application or follow the procedures under Section F.1. or F.2.

3. Credit Analysis by the Servicer. The Servicer shall perform a credit analysis in keeping with normal industry standards and shall consider such factors as it shall mutually agree upon with the Authority.
4. Credit History. The Servicer shall obtain a written credit report prepared by a commercial credit reporting agency with respect to each Application.
  - a. To be eligible, no Applicant or any Co-Applicant may be currently in default on any Stafford Loan, Parent Loan for Undergraduate Students (PLUS), Perkins Loan, formerly known as National Direct Student Loan (NDSL), Supplemental Loan for Students (SLS), or any other education loan, or owe refunds on a Pell Grant or Supplemental Education Opportunities Grant (SEOG).
  - b. The Servicer shall review the credit report to determine:
    - (i) That no more than one account is rated sixty (60) or more days delinquent at the time of the credit report.
    - (ii) That no more than two accounts have been sixty (60) or more days delinquent during the preceding two (2) years.
    - (iii) That no account has been delinquent ninety (90) or more days during the preceding two (2) years.
    - (iv) That there is no record of a collection or charged-off account during the preceding two (2) years.
    - (v) That there is no record of a foreclosure, repossession, open judgment or suit, unpaid prior educational loan default or other negative public record items in the past six (6) years.
    - (vi) That there is no record of a bankruptcy in the past seven (7) years.

Credit reports that list any of the above conditions may result in a rejection of the Applicant's application.

If any of the above items adversely affect credit-worthiness or differ substantially from the information on the Application, the Servicer may, with the consent of the Authority, consult with the Applicant and any Co-Applicant and obtain written explanations of any problems satisfactory to the Servicer and the Authority before considering the Loan further.

#### F. LOAN APPROVAL/DISAPPROVAL

1. Limited Review of Applications Which Exceed Debt-to-Income Ratio. On a limited basis, the Servicer may review with the Authority Applications which exceed the debt-to-income ratio or otherwise do not meet the credit criteria, and decide in consultation with the Authority whether such Applications can be shown to support the credit-worthiness of

the Applicant and/or any Co-Applicant. However, the principal amount of Loans approved pursuant to this Section may not exceed the maximum amount of such Loans permitted, as determined by the Authority in connection with each Series of Bonds. The Executive Director and the Deputy Director, or either of them, are authorized to approve the making of any such Loan.

2. Approval of Loans in Lesser Amount. If the Servicer determines that the Applicant is eligible for a Loan in an amount less than that applied for, the Servicer shall recommend a lesser Loan amount which would enable the Applicant to qualify.
3. Notice of Adverse Determination. If the Servicer determines that the Applicant's and/or any Co-Applicant's income is insufficient, utilizing the debt-to-income ratio set forth in Section E.2., or if credit history does not meet the Authority's standards, or the Application is rejected for any other reason the Servicer shall send a notice to the Applicant advising the reasons for rejection, to the extent required by law and shall send a notice to any Co-Applicant as required by applicable law.
4. Time Period for Approval/Disapproval. The Servicer shall approve or disapprove a Loan upon receipt of a completed Loan Application, and the Servicer shall thereafter process all additional Loan documentation, the School Certification Form, Private Education Loan Self-Certification Form and Promissory Note. The time period within which such actions shall occur shall be as agreed upon by the Authority and the Servicer. If the Servicer cannot so act within such time frame, it shall give the Authority, the Applicant, and the Eligible College or University written notice that it will not be able to complete the required processing procedures within the said period, in which case it shall complete the requested processing within twenty (20) Business Days of the receipt of a completed Loan Application, and within ten (10) Business Days of receipt of additional Loan documents, School Certification Forms, Private Education Loan Self-Certification Form and Promissory Notes.
5. Loan Disbursement Process. For each approved Loan,
  - (a) The Servicer shall:
    1. Originate and transmit to the approved Applicant a Promissory Note, to be signed by the Borrower and each Co-Borrower, if any, and returned to the Servicer. In addition, if authorized by the Authority, the Servicer may electronically deliver the Promissory Note to the Borrower and each Co-Borrower, if any, in accordance with the Servicing Agreement or such other processes agreed to by the Authority, to be electronically signed by the Borrower and each Co-Borrower, if any, and delivered to the Servicer.
    2. Upon receipt of an executed Note, School Certification Form, and Private Education Loan Self-Certification Form, notify the Authority in report form of Loan approvals and deliver to the Trustee or its agent in such manner as the Authority shall determine the original Note. The Servicer shall keep the Application and shall keep a copy of such Note for safekeeping. The Servicer shall also determine disbursement dates for each approved Loan upon receipt of the executed Note, School Certification Form, and Private Education Loan Self-Certification Form and shall list such Loan on the disbursement roster, which shall be forwarded to the Authority and the Trustee.

- (b) The Trustee shall, upon receipt of a signed Promissory Note, a disbursement roster from the Servicer, and a signed requisition from the Authority, (a) pay from the Loan Account, via such means as the Servicer shall direct, to the Servicer the amount of the Loan less the applicable Reserve Fee and (b) advise the Authority of the disbursement. The Reserve Fee shall be retained in the Loan Account held by the Trustee.
  - (c) The Servicer shall disburse by check or by Electronic Fund Transfer, to the Institution as specified in the Final Disclosure Statement, the Loan proceeds upon receipt of funds from the Trustee.
  - (d) The Servicer shall notify major credit bureaus of the making and status of each Borrower's and any Co-Borrower's obligation to the Authority.
6. Receipt of Check. If a Loan is disbursed by check, in the case of a Tuition Prepayment Loan, the check must be endorsed by the Eligible College or University. If the Loan is disbursed by Electronic Fund Transfer, the Eligible College or University receiving such disbursement shall execute such documents as the Authority shall require.

#### G. LOAN SERVICING AND REPAYMENT

Loans will be serviced by the Servicer in accordance with the following:

1. Transmittal of Information. Eligible Colleges and Universities will forward to the Servicer any changes of name, address, telephone number, date of birth, and social security number of Borrower(s) of which they are aware.
2. Monthly Statements. The Servicer will, with respect to Loans other than Capitalized Interest Loans, within a period of sixty (60) days after the disbursement of funds, commence, and continue throughout the Interest Only Payment Period and the Principal and Interest Repayment Period, to provide monthly statements to the Borrower. The Servicer will, with respect to Capitalized Interest Loans, within a period of sixty (60) days after the expiration of the Capitalized Interest Period, commence, and continue throughout the Principal and Interest Repayment Period, to provide monthly statements to the Borrower. All payments must be made by check or money order payable to the order of the Servicer and mailed to the post office box maintained by the Servicer or as otherwise agreed by the Servicer and the Authority.
3. Processing of Payments Received. The Servicer, on behalf of Authority, will maintain a post office box and an account capable of receiving Electronic Fund Transfers, to receive payments on the Loans, and will transfer such payments into an account maintained by the Trustee, on such basis as the Servicer and the Authority shall agree. Such payments shall be deemed held in trust for the Authority and the bondholders. The Authority and the Trustee shall be responsible for negotiating the terms of said account with respect to fees, interest, and transfers therefrom. The Servicer shall prepare a report monthly with respect to payments received, identifying (to the extent ascertainable) the Borrower with respect to each payment and shall deliver such report to the Authority.
4. Application of Loan Payments. Payments of Loans will be applied, to the extent sufficient, in the following order of priority: (a) fees or charges permitted by applicable law (b) interest and (c) principal. In the event that a Borrower or Co-Borrower shall have

more than one Loan outstanding, partial payments shall be applied to each such Loan based upon the percentage each such Loan bears to the total Loans of such Borrower or Co-Borrower outstanding, or as otherwise agreed by the Authority and the Servicer.

5. Loan Repayments. For Loans other than Capitalized Interest Loans, interest-only payments will be due commencing no later than sixty (60) days after disbursement of funds and shall continue during the Interest Only Payment Period. Thereafter level monthly payments of principal and interest shall be due for a period of 140 months, or until the Loan is prepaid, if earlier. For Capitalized Interest Loans, level monthly payments of principal and interest shall be due commencing on the expiration of the Capitalized Interest Period and ending after 140 months or until the Loan is prepaid, if earlier.
6. Prepayments. A Loan may be prepaid. If a Borrower or Co-Borrower wishes to prepay a Loan in full, the Borrower or Co-Borrower must contact the Servicer to determine the amount of principal and interest outstanding. If payment of more than one month is made, which payment is less than full payment of the outstanding Loan balance, the additional moneys will be credited first towards interest and second towards principal by the Servicer, or as otherwise prescribed by the Authority.
7. Payments in Full. Based on information received and its records, the Servicer will notify the Authority of payment in full of a Loan before or at maturity. Upon receipt of payment in full of each account, notification will be given to the Authority in writing that payment in full has been received. For purposes of servicing only, an account will be deemed paid in full if its balance is less than \$5.00.
8. Forbearance.
  - (a) Disaster Forbearance. Upon the declaration of a Major Disaster Declaration, the Servicer shall process the request of any Borrower or Co-Borrower, residing in a Natural Disaster Zone, for a Disaster Forbearance, in accordance with the Servicing Agreement or such other manner as prescribed by the Authority.
  - (b) Financial Hardship Forbearance. Servicer shall process the application of any Borrower or Co-Borrower, in such form prescribed by the Authority, together with such supporting information and documentation as the Authority may require, for a Financial Hardship Forbearance, and in accordance with the Servicing Agreement or such other manner as prescribed by the Authority.
  - (c) Interest and Maturity. During the period of any Disaster Forbearance or Financial Hardship Forbearance, any accrued and unpaid interest will be capitalized and added to the principal balance of the Borrower's or Co-Borrower's Loan and such interest will become Capitalized Interest. If Forbearance is granted, the Loan maturity will not extend beyond the maturity date listed on the Final Disclosure Statement. Prior to granting a Forbearance request from any Borrower or Co-Borrower the Servicer shall provide notice to any such individual that the granting of the Forbearance request will change their monthly Loan payment at the conclusion of the Forbearance period, due to the capitalization of interest and the forbearance of principal payments accrued during the Forbearance period.

H. LOAN COLLECTION PROCESS

1. Servicing of Delinquent Loans. The Servicer must responsibly service Delinquent Loans so as to enable, to the maximum extent possible, payment in full of such Loans on their respective repayment schedules. For accounts which continue to be delinquent, the Servicer must notify the Borrower and any Co-Borrower of the delinquency. If any payment is one hundred twenty (120) days past due, the Servicer will notify the Authority.
2. Delinquency Requirements. The Servicer will send delinquency notices and make contact with the Borrower and any Co-Borrower in accordance with the Servicing Agreement or such other process agreed to by the Authority.
3. Defaults. Upon Default for failure to make any Loan payment more than one hundred and twenty (120) days after it is due date, the Authority will begin collection proceedings against the Borrower and any Co-Borrower upon receipt of the Note from the Trustee and related documents from the Servicer. For the above referenced Default and upon the occurrence of any other Default, the Authority may accelerate the Loan and any amounts due under the Promissory Note and exercise all rights and remedies available under applicable law.
4. Death of Borrower or Co-Borrower. If, at any time, the Servicer is notified or otherwise becomes aware of the death of a Borrower or Co-Borrower, it shall notify the Authority immediately.
5. Loan Discharge - Borrower Death. Loans shall be discharged due to a Borrower's death in accordance with the Servicing Agreement or such other manner prescribed by the Authority.
6. Loan Discharge - Borrower Permanent and Total Disability. Servicer shall process a Borrower's requests to discharge their Loan, based upon their permanent and total disability, in accordance with the Servicing Agreement or such other manner prescribed by the Authority.
7. Bankruptcy. If a Borrower or Co-Borrower is adjudicated bankrupt and has liability for a Loan discharged, the other obligor(s) remains liable for unpaid principal and interest. The Authority and its counsel shall consult with respect to the filing of a claim in any bankruptcy proceeding of a Borrower or Co-Borrower.
8. Due Diligence. The Servicer and any collection agent engaged by the Authority shall exercise reasonable care and due diligence in the collection of Loans made by the Authority and shall utilize collection practices no less extensive and rigorous than those generally in use by commercial lenders for loans of comparable amounts. The Servicer shall use such collection practices as are set forth in the Servicing Agreement between the Authority and the Servicer.



The stated rates of interest borne by Loans originated pursuant to the CHESLA Loan Program with proceeds of the Authority's Bonds (except for Carry-Over amounts) is as set forth below:

<b><u>Stated Rate of Interest on Outstanding Loans</u></b>	
<b><u>Revenue Bonds</u></b>	<b><u>Stated Rate of Interest (per annum)</u></b>
1990 Series A	9.70%
1991 Series A	9.20%
1993 Series A	8.40%
1994 Series A	8.25%
1996 Series A	8.10%
1998 Series A	7.50%
1998 Series B	7.50%
1999 Series A	7.50%
1999 Series B	7.50%
2000 Series A	7.25%
2000 Series B	7.25%
2001 Series A	6.70%
2003 Series A	4.99%
2003 Series B	4.99%
2005 Series A	5.50%
2005 Series B	5.50%
2006 Series A	6.15%
2007 Series A	6.99%
2009 Series A	6.80%
2010 Series A	5.95%
2013 Series A	5.99%
2014 Series A	6.75%
2015 Series A	4.95%
2015 Equity Loans	4.95%
2016 Series A	4.95%
2016 Equity Loans	4.95%
2017 Series A	4.95%
2017 Series C	4.95%
2018 Non-Trust Loans	4.95%
2018 Series A	4.95%

# CHESLA

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CONNECTICUT HIGHER EDUCATION SUPPLEMENTAL LOAN AUTHORITY

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## **CHESLA LOAN PROGRAM**

### **ADMINISTRATIVE REPORTS**

**(Primary Data Reports – Additional data requested as needed)**

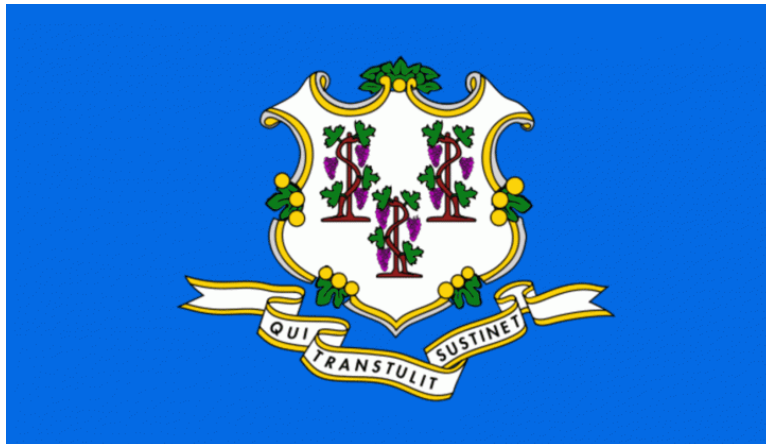
- **Loan Disbursement Report** – A weekly report submitted to CHESLA detailing the borrower name, address, school, gross loan amount, reserve fee, method of disbursement, interest category and net loan amount. The executive director approves the report and authorizes the trustee to wire the funds to the loan servicer for disbursement.
- **Cash/Non-Cash Reconciliation Report** – Produced monthly. Report by bond series. The report summarizes the cash and non-cash transactions affecting principal, interest, accrued interest receivable and interest income. Sub reports include In School, In Grace and In Repayment categories
- **Cash/Non-Cash Line Reconciliation Report** – Supplemental report to the Cash/Non Cash Reconciliation Report listed above.
- **Trial Balance Report** – Month end report detailing the account balances of all CT FELP loans (by social security number).
- **Portfolio Characteristics/Statistics Report** – Month end report detailing portfolio characteristics enabling the Authority to project income and amortize the loan portfolio over an extended period of time. This report includes the total number of loans/notes, principal balance, payment months in school and average, payment months in grace and average, payment months in repayment and average and estimated payout. The report should be by bond series level.
- **Paid in Full Report** – Month end report detailing accounts that have paid in full. This report should include the name, address, loan number, origination amount, origination date and date paid (name and address of co-borrower is also needed). *Note – Please refer to the request for proposal for the handling of refunds due the borrower stemming from overpayments.*
- **Aging of Delinquent Accounts** – Month end report classifying the portfolio by “past due” periods. This report should include the past due periods (30, 60, 90, etc.), number of accounts/loans, past due amount, principal balance, percentage of total. This report should be by bond series and total portfolio level. Additionally, the report should consist of a sub report detailing the account number, borrower name, applicable account codes, loan type, interest rate, principal balance, due date, past due amount, days past due and date of last payment.
- **Suspect/Payoff Report** – Month end report detailing accounts with small credit/debit balances. Typically, the accounts on this report have paid off with a pre-payment fee due the Authority or have a balance that should have been written off under the \$50.00 write off threshold. This report should include the account number, name and credit/debit balance.

- **Paid Ahead Account Report** – Authority does not permit paid ahead status loans.
- **Default Claim Package** – Time sensitive package generated for accounts that are 120 days past due. This package consists of reports detailing the borrowers name, address, social security number, date of birth, telephone number, work address and telephone number co-borrower(s) name, address, telephone number, work address and telephone number, date of origination, loan amount, past due balance, accrued interest, interest rate, date of last payment, interest per diem, payment history, telephone and computer log/due diligence notes, master loan record, copy of promissory note (if available), loan payoff screen, collection letters and logs.
- **Month End Account Reconciliation with Bank Statements** – Month end package of reconciled cash/non-cash postings, wired bank funds and other monthly bank transactions.
- **Daily Revenue Summary** – Daily summary detailing revenue wired to the trustee. This report should also inform the staff of any loan cancellations (full or partial) and payments made by borrowers who have been sent to the collection company. The report is broken down by bond portfolio.
- **Weekly Loan Pipeline Summary** – Weekly summary detailing projected/anticipated new loan volume. This summary consists of the following reports: Approved Loans Awaiting Promissory Notes, Approved Loans Awaiting School Certification, Approved Loans Awaiting Promissory Notes and School Certification.
- **Monthly Portfolio Marketing Report** – Monthly report detailing marketing characteristics of the loan portfolio. These reports consist of: Borrowers by Grade Level, Borrowers by Income, Borrowers by State and Borrowers by Connecticut Cities, and Tracking of how borrowers “heard” about CHESLA..

Should your company have additional reports beneficial to the Authority; we ask that you include a sample of the report(s) with your bid.

**State of Connecticut**  
**Public Acts**  
**Governing Contractual Relationships with**  
**Quasi-Public State Agencies**

Exhibits B-1, B-2, C, D, E and F





## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

**CHECK ONE:**     Initial Certification     12 Month Anniversary Update (Multi-year contracts only.)  
                           Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

### GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

**Lawful Campaign Contributions to Candidates for the General Assembly:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

\_\_\_\_\_  
**My Commission Expires**





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: ]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title Name of Firm (if applicable)
Start Date End Date Cost

Description of Services Provided:

Is the consultant a former State employee or former public official? YES NO

If YES: Name of Former State Agency Termination Date of Employment

Shaded area for listing consulting agreements

Sworn and subscribed before me on this day of, 20.

Commissioner of the Superior Court or Notary Public

My Commission Expires





# State Contractors Guide to the Code of Ethics



Office of State Ethics  
Carol Carson, Executive Director

## State Contractors Guide to the Code of Ethics

### Contact Us



**Agency Address:** Connecticut Office of State Ethics  
18-20 Trinity Street  
Suite 205  
Hartford, CT 06106

**Telephone:** 860-263-2400

**Facsimile:** 860-263-2402

**Website:** [www.ct.gov/ethics](http://www.ct.gov/ethics)

**Business Hours:** 8:00 am to 5:00 pm

**Visitors must enter the building through the door next to the Bushnell Memorial Theater.**

**Specific E-mail Contacts:** For the timeliest responses, please be sure to direct your questions to the appropriate e-mail address; for example, with a question such as, "Can I accept this outside position with a vendor?" please be sure to send your query to [ethics.code@ct.gov](mailto:ethics.code@ct.gov)

- |  |  |
|--|--|
| ➤ Legal Advice Regarding Code of Ethics      | <a href="mailto:ethics.code@ct.gov">ethics.code@ct.gov</a>               |
| ➤ Lobbyist Filing/Reporting Questions        | <a href="mailto:lobbyist.ose@ct.gov">lobbyist.ose@ct.gov</a>             |
| ➤ Public Official Filing/Reporting Questions | <a href="mailto:sfi.ose@ct.gov">sfi.ose@ct.gov</a>                       |
| ➤ Enforcement/Filing a Complaint             | <a href="mailto:ethics.enforcement@ct.gov">ethics.enforcement@ct.gov</a> |
| ➤ All Other Inquiries                        | <a href="mailto:ose@ct.gov">ose@ct.gov</a>                               |

[Staff Phone Number Listing](#)

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### OFFICE OF STATE ETHICS

Created on July 1, 2005, under Public Act [05-183](#), the Office of State Ethics (“OSE”) is an independent regulatory division of the Office of Governmental Accountability charged with administering and enforcing the Connecticut Codes of Ethics (“Ethics Codes”), which are found in Chapter 10 of the Connecticut General Statutes.

The OSE’s duties include educating all those covered by the Ethics Codes; interpreting and applying the Ethics Codes; investigating violations of, and otherwise enforcing, the Ethics Codes; and providing information to the public.

The OSE’s jurisdiction:

- |                 |   |
|-----------------|---|
| <b>Part I</b>   | Code of Ethics for Public Officials<br>General Statutes <a href="#">§§ 1-79</a> to <a href="#">1-90a</a>                                |
| <b>Part II</b>  | Code of Ethics for Lobbyists<br>General Statutes <a href="#">§§ 1-91</a> to <a href="#">1-101a</a>                                      |
| <b>Part III</b> | Lobbying: Miscellaneous Provisions<br>General Statutes <a href="#">§§ 1-101aa</a> and <a href="#">1-101bb</a>                           |
| <b>Part IV</b>  | Ethical Considerations Concerning Bidding and State Contracts<br>General Statutes <a href="#">§§ 1-101mm</a> to <a href="#">1-101rr</a> |

The OSE Executive Director has overall responsibility for the welfare and effectiveness of the OSE, which has three divisions, the legal division, the enforcement division, and the administrative division.

The OSE’s governing body is the Citizen’s Ethics Advisory Board (“CEAB”), which has nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public. A schedule of CEAB meeting dates, times, and locations is available at [www.ct.gov/ethics](http://www.ct.gov/ethics).

CEAB Members:

- Attend monthly CEAB meetings
- Appoint and evaluate the Executive Director of the OSE
- Issue advisory opinions to persons subject to the Ethics Codes
- Serve as a Hearing Officer for non-confidential hearings held under the Uniform Administrative Procedures Act, General Statutes § [4-166](#) *et. seq.*
- Attend hearings to determine if violations occurred and, if so, assess penalties
- Attend special meetings if necessary
- Oversee legislative agenda

### THE BIG PICTURE

Like state employees and officials, state contractors are subject to the Ethics Codes, but in a more limited manner. That is, they are not, as [Advisory Opinion No. 99-26](#) puts it, “subject to the far more restrictive provisions . . . that apply to state employees and public officials,” but they are subject to certain “narrow constraints.”

As you read through this guide, be aware that these restraints, and those that apply to state employees and officials, were enacted to prevent persons from using their public position or authority for their own financial benefit, or for the financial benefit of certain others (for example, family members).

Also be aware that each state agency has its own ethics policy, which may be more restrictive than what follows, particularly concerning the types of benefits a state employee or official may accept from state contractors (and others).

### CONFLICTS

The Ethics Codes contain two primary conflict statutes that apply specifically to state contractors: General Statutes [§§ 1-86e](#) and [1-101nn](#).

#### GENERAL STATUTES § 1-86e

Section [1-86e](#) applies to any “person hired by the state as a consultant or independent contractor.” Such persons may not do as follows:

- (1) Use the authority, or confidential information, provided under the contract to financially benefit the person, an employee, or an immediate family member;
- (2) Accept another state contract that would impair the person’s independence of judgment in performing the existing contract; or
- (3) Accept a bribe (that is, accept anything of value based on an understanding that the person’s actions on the state’s behalf would be influenced).

**Key points from [Advisory Opinion No. 99-26](#) concerning [§ 1-86e](#):**

- Section [1-86e](#) is not intended to interfere with a contractor’s business, but to prevent a private entity from using state money to, for example, hire immediate family members without appropriate state oversight.
- A conflict of interest exists only if there is a connection between the facts in question and the state money and authority granted to the independent contractor or consultant by contract.

## State Contractors Guide to the Code of Ethics

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- The term “independent contractor” does not apply just to individuals, but also to private agencies that contract with the state.
- If a state contractor wants to hire a family member to work under a state contract, the following procedure must be followed:
  1. The contractor must notify the contracting state agency in writing and demonstrate why the individual is appropriate for the job.
  2. The state agency must determine if the person is qualified for the job and whether the compensation is market rate; and if necessary, it may require the contractor to document a job search.

**NOTE:** *In an enforcement action, a former state contractor was alleged to have violated § [1-86e \(a\) \(1\)](#) by using confidential information gained under its contract with a state agency in its subsequent representation of clients before that agency. The contractor entered into a Consent Order with the OSE, agreeing to pay a \$10,000 penalty.*

### GENERAL STATUTES § 1-101nn

**Subsection (a)** of § [1-101nn](#) applies to persons who are, or are seeking to be:

- (1) Prequalified under General Statutes § [4a-100](#);
- (2) A party to a large state construction or procurement contract, as defined in General Statutes § [1-101mm \(3\)](#), with a state or quasi-public agency; or
- (3) A party to a consultant services contract with a state or quasi-public agency.

Such persons may not do as follows:

- (A) Solicit information from state officials or employees that is not available to other bidders;
- (B) Defraud the state (that is, charge a state or quasi-public agency for work not performed or goods not provided);
- (C) Attempt to circumvent state competitive bidding and ethics laws; or
- (D) Provide information about the person’s donation of goods and services to state or quasi-public agencies in order to influence the award of a state contract.

**Subsection (b)** of § [1-101nn](#) applies to a more limited group: Any consultant that is hired by the state *to help plan a state contract*, and any “associated” businesses, as defined in General Statutes § [1-101mm \(1\)](#).

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## State Contractors Guide to the Code of Ethics

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Under § [1-101nn \(b\)](#) neither the consultant nor any “associated” businesses may serve in the following roles with respect to the contract the consultant helped to plan:

- Consultant to any person seeking to obtain the contract,
- Contractor for the contract, or
- Consultant or subcontractor to the person awarded the contract.

**NOTE:** *If you are unsure whether § [1-101nn](#) applies to you, please contact the OSE, because any person found to have violated this section may be deemed a “nonresponsible bidder” by a state or quasi-public agency. General Statutes § [1-101nn \(c\)](#).*

### ONE MORE CONFLICT RULE (of limited applicability)

General Statutes § [1-84 \(n\)](#) bars the State Treasurer from doing business with an investment services firm whose political committee or principals have contributed to, or solicited contributions for, her exploratory or candidate campaign committee.

The prohibition applies during the term of office for which the candidate is campaigning, as well as for the remainder of an incumbent treasurer’s term.

The prohibition applies only to contributions to the incumbent or victorious candidate for the office. [Advisory Opinion No. 2003-1](#).

### ARE YOU REQUIRED TO REGISTER AS A LOBBYIST?

With certain exceptions, efforts to obtain a state contract can be considered administrative lobbying, requiring registration as a client lobbyist.

#### Some Key Terms

**Client lobbyist:** Generally, an individual or entity that, on its own behalf, expends or agrees to expend \$3,000 or more in a calendar year for *administrative* and/or legislative lobbying and activities in furtherance of lobbying. General Statutes § [1-91 \(12\)](#).

**Lobbying:** Generally, communicating directly, or soliciting others to communicate, with any public official or his or her staff in the legislative or executive branch, or in a quasi-public agency, in an effort to influence legislative or *administrative action*. General Statutes § [1-91 \(11\)](#).

**Administrative action:** Any matter within a state or quasi-public agency’s jurisdiction—such as any action or nonaction concerning a contract. General Statutes § [1-91 \(1\)](#).

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## State Contractors Guide to the Code of Ethics

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### Exceptions to Administrative Lobbying

The following activities are not considered administrative lobbying:

- Preparation of responses to an agency’s request for proposals (“RFP”). OSE Regs. § [1-92-42a \(e\) \(1\)](#).
- Communications strictly for informational purposes (e.g., to determine what agency contract proposals will be forthcoming). OSE Regs. § [1-92-42a \(e\) \(3\)](#).
- Communications by a vendor’s representative who acts as a *salesperson* and does not otherwise engage in administrative lobbying. General Statutes § [1-91 \(11\) \(B\)](#).
  - “Salespersons”: Generally, individuals who have a set territory they routinely cover, and who are not part of a company’s executive management. See [Advisory Opinion No. 95-11](#).

Thus, if your contact with state or quasi-public agencies is limited to responding to RFPs, or otherwise pursuing a contract through the **normal agency process**, then you are not required to register as a “client lobbyist.”

But you are “lobbying” if you go **outside the agency process** in trying to obtain a state contract. For example:

- Entertaining state employees and officials.
- Communicating with officials outside the agency (such as the Governor or legislators).
- Communicating with officials within the agency but outside the normal process (such as the agency head).

If \$3,000 or more is spent on such lobbying activities, “lobbyist” registration is required. See General Statutes § [1-94](#).

#### **Hypothetical from [Advisory Opinion No. 2003-6](#):**

In responding to a state agency’s RFP, a business entity spends \$3,500 in printing and personnel costs in taking a number of steps within the agency’s normal contracting process. But in an effort to secure the contract, the entity contacts the Governor, thus taking action outside the normal agency process and, in doing so, expends an additional \$500 in personnel costs. Must it register as a lobbyist?

No. The \$3,500 spent in following the normal process to respond to the RFP is exempted from consideration as a lobbying expense. Therefore this entity would not have to register as a client lobbyist, because it has spent only \$500 towards its lobbying effort.



**NOTE:** *If you are unsure whether you must register as a “lobbyist,” please contact the OSE and/or review the “Client Lobbyist Guide to the Code of Ethics.”*

### GIFTS

#### GIVING GIFTS

General Statutes § [1-84 \(m\)](#) contains the “gift”-giving bans for state contractors and potential state contractors:

- An individual or entity **doing or seeking to do business** with a state agency may not give a “gift” to any of that agency’s employees or officials.
  - This is an *agency-specific ban*, meaning: If an entity is doing or seeking to do business with State Agency X—but not with any other state agency—then it is prohibited from giving “gifts” only to employees and officials of State Agency X.
- A person **prequalified under § [4a-100](#)** may not knowingly give a “gift” to any state employee or official.
  - This ban is *not agency specific*, meaning it applies to all state employees and officials, even if the person is not doing or seeking to do business with an employee’s or official’s agency. (Registered lobbyists are subject to a similar ban. See General Statutes § [1-97 \(a\)](#).)

#### What is a “gift”?

General Statutes § [1-79 \(5\)](#) defines “gift” in three parts:

1. “anything of value” (for example, money, tickets to a sporting event, meals, services, etc.),
2. “which is directly and personally received” (that is, the state employee or official accepts the opportunity to partake of it),
3. “unless consideration of equal or greater value is given in return” (that is, unless the state employee or official pays fair market value for it).

#### Gift exceptions

There are many benefits that are not deemed “gifts,” some of which may be used by state contractors, including these:

- **Token Items:** Items valued less than \$10 (such as a pen or mug), provided the annual aggregate of such items from a single source is \$50 or less. General Statutes § [1-79 \(5\) \(P\)](#).

## State Contractors Guide to the Code of Ethics

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- Food/Beverage: Up to \$50 in food/beverage annually, provided the donor or a representative is in attendance when it is being consumed. General Statutes § [1-79 \(5\) \(I\)](#).
- Training: Training provided by a vendor for a product purchased by a state entity, provided it is offered to all of the vendor's customers. General Statutes § [1-79 \(5\) \(O\)](#).
- Ceremonial awards: A certificate, plaque or other ceremonial award valued at less than \$100. General Statutes § [1-79 \(5\) \(F\)](#).
- Gifts to the State: Goods or services given to a state entity. The gift must facilitate state action, and must (1) be for use on state property (e.g., a computer), (2) support a state event (e.g., funds to support an agency event), or (3) support the participation by a state employee or official at an event (e.g., funds for an agency employee to attend an educational conference relevant to his state duties). General Statutes § [1-79 \(5\) \(e\)](#).

**NOTE:** There is a "gift" exception in § [1-79 \(5\) \(L\)](#) for "major life events" (a term defined by regulation), but state contractors and potential state contractors may not use it.

### Gift Reporting

If a person doing or seeking to do business with a state agency gives an agency employee or official any of the benefits found in the "gift" exceptions, the person may have a reporting obligation. See General Statutes § [1-84 \(o\)](#).

Generally, if the benefit is valued over \$10, the person (or a representative) must do as follows: Give *both* the recipient *and* the executive head of the recipient's department or agency a written report stating:

- The donor's name,
- A description of the item or items given,
- The value of such items, and
- The cumulative value of all items given to such recipient in the calendar year.

**NOTE:** This helps both the donor and the state employee or official keep track of the "gift" exceptions noted above, so that permissible limits are not exceeded.

### ACCEPTING GIFTS

In [Advisory Opinion No. 99-17](#), the conflict language in § [1-86e \(a\) \(1\)](#) (see above) was interpreted as creating the following rule:

- If, as a state contractor or an employee thereof, you are offered benefits from a person by virtue of your authority under the state contract (for example, clients of the contracting state agency), you may accept **no more** than \$100 annually from that person.

**NOTE:** *In an enforcement action, a former employee of a state contractor was found to have violated § [1-86e \(a\) \(1\)](#)—and ordered to pay a \$10,000 penalty—for using his authority over a subcontractor to solicit free or discounted gifts, services and other items of value (e.g., meals and tickets to sporting events and concerts).*

### NECESSARY EXPENSES

General Statutes § [1-84 \(k\)](#)—the “necessary expenses” provision—prohibits a state employee or official from accepting a fee or honorarium for participating at an event *in his or her official capacity*.

However, a state employee or official may receive payment or reimbursement for “necessary expenses” if—in his or her official capacity—the employee or official *actively participates* in the event (for example, gives a speech or runs a workshop).

“Necessary expenses” are not considered gifts and may include the cost of:

- Travel (coach),
- Lodging (standard room for the nights before, of, and immediately following the event),
- Meals (non-lavish), and
- Conference or seminar registration fees.

“Necessary expenses” do not include the cost of entertainment (tickets to sporting events, golf outings, etc.), or payment of expenses for family members or other guests.

A state contractor has *no reporting obligations* when it pays for, or reimburses, a state employee’s or official’s “necessary expenses.”

#### Example:

A state contractor is hosting an out-of-state conference and would like the Governor to come and give a speech in his official capacity. The contractor has offered to pay the Governor’s

## State Contractors Guide to the Code of Ethics

travel and lodging expenses, to waive his conference registration fee, and to give him a \$500 honorarium. Permissible?

The Governor may not accept the \$500 honorarium (because he is participating in his official capacity), but may accept payment or reimbursement for “necessary expenses,” which include coach-class travel, standard lodging for the nights before, of, and after the speech, and waiver of the conference registration fee.

### HIRING CURRENT OR FORMER STATE EMPLOYEES AND OFFICIALS

#### Former State Employees and Officials

A state contractor wanting to hire a *former* state employee or official should be aware of the Code’s post-state employment prohibitions. See General Statutes §§ [1-84a](#) and [1-84b](#).

Most of these prohibitions are “personal” to the former state employees and officials, meaning they do not apply to their post-state *employers*. These include:

- **Confidential information:** A former state employee or official may *never* “disclose or use confidential information” gained in state service for anyone’s financial gain. General Statutes § [1-84a](#).
- **Side switching:** A former state employee or official may *never* “represent anyone other than the state, concerning any particular matter (1) in which he participated personally and substantially while in state service, and (2) in which the state has a substantial interest.” General Statutes § [1-84b \(a\)](#).
- **Cooling off:** For *one year* after leaving state service, a former state employee or official may not “represent” anyone for compensation before their former state agency. (“Represent” means doing any activity that reveals the former state employee’s or official’s identity.) General Statutes § [1-84b \(b\)](#).

**NOTE:** *Certain former employees and officials of the Department of Consumer Protection and the Department of Emergency Services and Public Protection are subject to a two-year employment ban with respect to entities engaged in Indian gaming operations. General Statutes § [1-84b \(d\)](#) and [\(e\)](#).*

#### Prohibitions on Employer

There are two post-state employment provisions that apply not only to former state employees and officials—but also to those that hire them:

- For *one year* after leaving state service, a former state employee or official may not accept employment with a party to a state contract valued at \$50,000 or more, if:

## State Contractors Guide to the Code of Ethics

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- (1) He or she participated substantially in, or supervised, the negotiation or award of that contract, and
- (2) It was signed within his or her last year of state service.

Further, “[n]o party to such a contract or agreement . . . shall employ any such former public official or state employee in violation of this subsection.” General Statutes § [1-84b \(f\)](#).

- Individuals who held designated positions at certain state regulatory agencies may not—for **one year** after leaving state service—“accept employment with a business subject to regulation by that agency.” Further, “[n]o business shall employ a . . . former public official or state employee in violation of this subsection.” General Statutes § [1-84b \(c\)](#).

### Current State Employees and Officials

State contractors wanting to hire a *current* state employee or official should be aware of the Code’s outside-employment rules, which bar the employee or official from:

- Accepting outside employment with an individual or entity that can benefit from the state servant’s official actions (e.g., the individual in his or her state capacity has specific regulatory, contractual, or supervisory authority over the private person). OSE Regs. § [1-81-17](#).
- Using state time, materials, or personnel to perform their outside work. General Statutes § [1-84 \(c\)](#).
- Accepting—or being a member or employee of an entity that agrees to accept—compensation for representing others before 11 statutorily designated state agencies. General Statutes § [1-84 \(d\)](#). The agencies include:
  - the Department of Banking,
  - the Claims Commissioner,
  - the Office of Health Care Access division within the Department of Public Health,
  - the Insurance Department,
  - the Department of Consumer Protection,
  - the Department of Motor Vehicles,
  - the State Insurance and Risk Management Board,
  - the Department of Energy and Environmental Protection,
  - the Public Utilities Regulatory Authority,
  - the Connecticut Siting Council, and
  - the Connecticut Real Estate Commission.

\*\*\*The prohibition on being a “member or employee” applies to entities that are in the business of *representing others* for compensation before the listed agencies (law firms, accounting firms, etc.).

### OTHER OUTSIDE EMPLOYMENT CONSIDERATIONS

There are two other outside employment prohibitions, but they apply only to a limited number of state employees and officials:

- Individuals holding designated positions at certain state regulatory agencies may not—while in state service—“negotiate for, seek or accept employment with any business subject to regulation by his agency.” Also, “[n]o business shall employ a present . . . public official or state employee in violation of this subsection.” General Statutes § [1-84b \(c\)](#).
- Certain present employees and officials of the Department of Consumer Protection and the Department of Emergency Services and Public Protection may not “negotiate for, seek or accept employment with” entities engaged in Indian gaming operations. General Statutes § [1-84b \(d\) and \(e\)](#).

### OTHER CONSIDERATIONS

#### WRITTEN AFFIRMATION CONCERNING STATE ETHICS LAWS SUMMARY

General Statutes § [1-101qq](#) contains three requirements with respect to the OSE’s state ethics laws summary:

1. State agencies must provide large state construction or procurement contractors with the state ethics laws summary; and—before accepting their bids—must obtain written affirmation that their key employees read, understand, and agree to comply with those laws.
2. Large state construction or procurement contractors must, in turn:
  - a. provide their subcontractors and consultants with the state ethics laws summary,
  - b. obtain the same written affirmation as above from their subcontractors and consultants, and
  - c. provide the affirmations to the state agency with which they have the contract—or face termination of the contract.
3. The state ethics laws summary must be included by reference in each contract with a contractor, subcontractor or consultant.

### ETHICS AFFIDAVITS & CERTIFICATIONS FOR STATE CONTRACTS

The Office of Policy and Management has created ethics forms to help executive branch agencies comply with the State's contracting requirements. The forms include, for example, "Affirmation of Receipt of State Ethics Laws Summary" and "Gift and Campaign Contribution Certification." Copies of these forms and other updated information regarding state contractors can be found on the websites of the Office of Policy and Management and the Department of Administrative Services.

**NOTE:** *The OSE does not have jurisdiction over the ethics affidavits and certifications. Questions concerning them should be directed to the Office of Policy and Management.*

### ETHICS ENFORCEMENT

Enforcement of the Ethics Codes is initiated by a complaint, which is filed by the OSE Ethics Enforcement Officer or a member of the public. In most cases, a complaint by the Ethics Enforcement Officer is preceded by a confidential staff evaluation.

A two-stage process follows:

1. Confidential investigation and confidential probable cause hearing.
2. If probable cause is found, a public hearing to determine if a violation has occurred.

At any stage of this process, the OSE and the Respondent may negotiate a settlement.

After a finding or admission of a violation, the CEAB may order the Respondent to comply with the Ethics Codes in the future, file any required report or statement, and/or pay a civil penalty.

For failure to file a report, statement, or other information required by the Ethics Codes, the CEAB may, after a hearing, impose a civil penalty of up to \$10 per day, with the aggregate penalty for any one violation being \$10,000.

The OSE may refer matters to the Chief State's Attorney for criminal prosecution. An intentional violation of the Ethics Codes is a misdemeanor for the first violation, unless the individual has derived a financial benefit of at least \$1,000. In that case, the violation is a class D felony.

The Attorney General may sue for up to three times the economic gain received through knowingly committing or knowingly profiting from a violation of the Code.

The "[Citizen's Guide to Filing a Complaint](#)," which is available on the OSE's website, gives a detailed overview of the complaint process and related confidentiality rules.





## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

### *Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents*

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### **CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### **DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### **PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### **CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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### DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

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CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE (mm/dd/yyyy)

### NAME OF SIGNER

First Name	MI	Last Name	Suffix

### TITLE

### COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,  
[www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to "Lobbyist/Contractor Limitations"

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**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Affidavit**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
Signatory's Title Name of Entity

duly formed and existing under the laws of \_\_\_\_\_.  
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court/ Notary Public

\_\_\_\_\_  
Commission Expiration Date

## **EXHIBIT F**

(a) CGS Section 4a-60. In accordance with Connecticut General Statutes Section 4a-60, as amended, and to the extent required by Connecticut law, **CONTRACTOR** agrees and warrants as follows: (1) in the performance of this Agreement it 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, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by 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 and further to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the work involved; (2) in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the “CHRO”); (3) to provide each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding and each vendor with which CONTRACTOR has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers’ representative of the commitments of CONTRACTOR under Connecticut General Statutes Section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) to comply with each provision of Connecticut General Statutes Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR as relate to the provisions of Connecticut General Statutes Sections 4a-60 and 46a-56; and (6) to include provisions (1) through (5) of this section in every subcontract or purchase order entered into by CONTRACTOR in order to fulfill any obligation of this Agreement, and such provisions shall be

binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO and take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions in accordance with Connecticut General Statutes Section 4a-60.

(b) CGS Section 4a-60a. In accordance with Connecticut General Statutes Section 4a-60a, as amended, and to the extent required by Connecticut law, CONTRACTOR agrees and warrants as follows: (1) that in the performance of this Agreement, it 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) to provide each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding and each vendor with which CONTRACTOR has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers' representative of the commitments of CONTRACTOR under Connecticut General Statutes Section 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) to comply with each provision of Connecticut General Statutes Section 4a-60a and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Section 46a-56; (4) to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR which relate to the provisions of Connecticut General Statutes Sections 4a-60a and 46a-56; and (5) to include provisions (1) through (4) of this section in every subcontract or purchase order entered into by CONTRACTOR in order to fulfill any obligation of this Agreement, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO and take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions in accordance with Connecticut General Statutes Section 4a-60a.

(c) Required Nondiscrimination Submissions. CONTRACTOR agrees and warrants that (1) it has delivered to CHESLA an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate or company policy in the form attached as Exhibit E to this Agreement; (2)



if there is a change in the information contained in the most recently filed affidavit, CONTRACTOR will submit an updated affidavit not later than the earlier of the execution of a new contract with the state or a political subdivision of the state or thirty days after the effective date of such change; and (3) CONTRACTOR will deliver an affidavit to CHESLA annually, not later than fourteen days after the twelve-month anniversary of the most recently filed affidavit, stating that the affidavit on file with CHESLA is current and accurate.

(d) Other Required Submissions. CONTRACTOR agrees and warrants that (1) it has delivered to CHESLA (i) a Consulting Agreement Affidavit signed by a principal or key personnel of CONTRACTOR in the form attached as Exhibit B-2 to this Agreement, and (ii) a Gift and Campaign Contribution Certification signed by an authorized official of CONTRACTOR in the form attached as Exhibit B-1 to this Agreement; and (2) if there is a change in the information contained in the most recently filed Consulting Agreement Affidavit or the most recently filed Gift and Campaign Contribution Certification while this Agreement is in effect, CONTRACTOR will submit an updated affidavit or certification, as the case may be, not later than thirty days after the effective date of such change.(e) SEEC Notice. This Agreement constitutes a “State Contract” as defined in Connecticut General Statutes Section 9-612(f)(1). For all such State contracts 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, CONTRACTOR’s authorized signatory of this Agreement expressly acknowledges receipt of the States 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 Exhibit D (SEEC Notice)