

~~(H) SELECT ONE OR MORE TECHNICAL ASSISTANCE ORGANIZATIONS BASED ON FACTORS INCLUDING:~~

~~1. STABILITY, AND~~

~~2. ABILITY TO PROVIDE SERVICES DESCRIBED IN PARAGRAPH (3) OF THIS SUBSECTION, AND~~

~~(III) PROVIDE NO MORE THAN \$80,000 ANNUALLY IN FUNDING TO THE TECHNICAL ASSISTANCE ORGANIZATIONS FOR A MAXIMUM OF 5 YEARS.~~

~~(D) (1) THE CONTRACT BETWEEN THE PROGRAM PARTICIPANT AND THE SERVICE PROVIDER SHALL PROVIDE THAT MONEY MAY BE WITHDRAWN BY A PROGRAM PARTICIPANT FROM AN INDIVIDUAL DEVELOPMENT ACCOUNT OTHER THAN FOR QUALIFIED PURPOSES ONLY FOR EMERGENCIES:~~

~~(I) AS DETERMINED BY THE DEPARTMENT, AND~~

~~(II) IF REPLACED WITHIN 6 MONTHS.~~

~~(2) IF A SERVICE PROVIDER LEARNS THAT FUNDS WERE WITHDRAWN FROM AN INDIVIDUAL DEVELOPMENT ACCOUNT FOR PURPOSES OTHER THAN THOSE LISTED IN SUBSECTIONS (B) AND (D)(1) OF THIS SECTION THEN THE SERVICE PROVIDER SHALL:~~

~~(I) WITHHOLD ANY MATCHING FUNDS, AND~~

~~(II) TERMINATE THE INDIVIDUAL'S CONTRACT WITH THE SERVICE PROVIDER.~~

~~(3) THE TECHNICAL ASSISTANCE ORGANIZATIONS SHALL ESTABLISH A GRIEVANCE PROCESS TO HEAR, REVIEW, AND DECIDE IN WRITING ANY GRIEVANCE MADE BY A PROGRAM PARTICIPANT WHO DISPUTES A DECISION BY THE SERVICE PROVIDER.~~

~~(4) THE TECHNICAL ASSISTANCE ORGANIZATIONS SHALL DEVELOP PROCEDURES TO FOLLOW WHEN A PROGRAM PARTICIPANT MOVES FROM THE COMMUNITY OR IS OTHERWISE UNABLE TO CONTINUE TO PARTICIPATE IN THE PROGRAM.~~

~~(5) (I) A FEDERALLY INSURED FINANCIAL INSTITUTION HAS NO GREATER DUTIES OR RESPONSIBILITIES AS TO AN INDIVIDUAL DEVELOPMENT ACCOUNT THAN IT HAS TO ANY OTHER SAVINGS ACCOUNT.~~

~~(II) A FEDERALLY INSURED FINANCIAL INSTITUTION HAS NO DUTY OR RESPONSIBILITY TO RECOGNIZE OR GIVE EFFECT TO ANY WITHDRAWAL RESTRICTION ESTABLISHED IN THE CONTRACT BETWEEN THE PROGRAM PARTICIPANT AND THE SERVICE PROVIDER.~~

~~(E) (1) THE STATE SHALL PROVIDE MATCHING FUNDS IN THE AMOUNT OF \$2 TO EACH DOLLAR DEPOSITED IN THE INDIVIDUAL DEVELOPMENT ACCOUNT BY THE PROGRAM PARTICIPANT.~~