

Kim Wallace Adaptive Equipment Loan Program Fund Board

Request for Proposals

Kim Wallace Adaptive Equipment Loan Program (aka mPower)

Financial Services Provider

July 1, 2016

Attachment Package to RFP

1. LAW:
 - a. Title 10 M.R.S. §371 *et seq.*
 - b. P. L. 2016 Ch. 412, effective 7/29/16 amending Title 10 M.R.S. §371 *et seq.*
2. RULE: Chapter 501 – Kim Wallace Adaptive Equipment Loan Program Rule
3. Chapter 501 – Draft for possible future changes
4. RULE: Chapter 502 – Bylaws and Administration of the Adaptive Equipment Loan Program Fund Board
5. Loan Application

Title 10: COMMERCE AND TRADE

Chapter 11: KIM WALLACE ADAPTIVE EQUIPMENT LOAN PROGRAM

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**See also P. L. 2016, Ch. 412 following which amends
MRS Title 10, Chapter 11, effective 7/29/16.**

Maine Revised Statutes
Title 10: COMMERCE AND TRADE
Chapter 11: KIM WALLACE ADAPTIVE EQUIPMENT LOAN PROGRAM

§371. DEFINITIONS

As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings. [1987, c. 817, §2 (NEW).]

1. Board. "Board" means the Kim Wallace Adaptive Equipment Loan Program Fund Board.

[1999, c. 731, Pt. FF, §3 (AMD) .]

2. Fund. "Fund" means the Kim Wallace Adaptive Equipment Loan Program Fund.

[1999, c. 731, Pt. FF, §3 (AMD) .]

3. Qualifying borrower. "Qualifying borrower" means any individual, for-profit or nonprofit corporation or partnership which demonstrates that the loan will assist one or more persons with disabilities to improve their independence or become more productive members of the community. The individual, corporation or partnership must demonstrate credit worthiness and repayment abilities to the satisfaction of the board.

[1989, c. 191, §1 (AMD) .]

SECTION HISTORY

1987, c. 817, §2 (NEW). 1989, c. 191, §1 (AMD). 1999, c. 731, §FF3 (AMD).

§372. FUND ESTABLISHED

1. Creation of fund. There is established the Kim Wallace Adaptive Equipment Loan Program Fund, which must be used to provide funding for loans to qualified borrowers within the State in order to acquire adaptive equipment designed to assist the borrower in becoming independent and for other purposes as allowed under section 376. The fund must be deposited with, maintained and administered by the Finance Authority of Maine or other state agency and contain appropriations provided for that purpose, interest accrued on the fund balance, funds received by the board to be applied to the fund and funds received in repayment of loans. This fund is a nonlapsing revolving fund. All money in the fund must be continuously applied to carry out the purposes of this chapter.

[2005, c. 191, §1 (AMD) .]

2. Administrative expenses. Costs and expenses of maintaining, servicing and administering the Kim Wallace Adaptive Equipment Loan Program Fund established by this chapter may be paid out of amounts in the fund.

[1999, c. 731, Pt. FF, §4 (AMD) .]

SECTION HISTORY

1987, c. 817, §2 (NEW). 1999, c. 731, §FF4 (AMD). 2003, c. 99, §1 (AMD). 2005, c. 191, §1 (AMD).

§373. BOARD

1. Establishment; membership. There is established the Kim Wallace Adaptive Equipment Loan Program Fund Board that consists of 9 members as follows: the Director of the Bureau of Rehabilitation Services or the director's designee; the Treasurer of State or the Treasurer of State's designee; an experienced consumer lender; a certified public accountant; and 5 persons with a range of disabilities, all nondesignated members to be appointed by the Governor. The board shall annually elect a chair from among its members.

[1999, c. 731, Pt. FF, §5 (AMD) .]

2. Terms. The members appointed by the Governor serve for terms of 4 years. All other members serve during their tenure in the position that they represent on the board. Any vacancy is filled in the same manner as the original appointment for the unexpired term of that position. Members appointed by the Governor upon completion of the terms of the initial members are appointed as follows:

- A. One member for one year; [1991, c. 871, §1 (NEW) .]
- B. Two members for 2 years; [1991, c. 871, §1 (NEW) .]
- C. Two members for 3 years; and [1991, c. 871, §1 (NEW) .]
- D. Two members for 4 years. [1991, c. 871, §1 (NEW) .]

Thereafter, the terms of office of members appointed by the Governor are for 4 years.

[1991, c. 871, §1 (AMD) .]

3. Compensation. Members shall be compensated according to Title 5, chapter 379.

[1987, c. 817, §2 (NEW) .]

SECTION HISTORY

1987, c. 817, §2 (NEW). 1989, c. 276, (AMD). 1991, c. 871, §1 (AMD).
1995, c. 322, §3 (AMD). 1995, c. 519, §3 (AMD). 1997, c. 489, §1 (AMD).
1999, c. 731, §FF5 (AMD).

§374. DUTIES OF BOARD

The board shall have the following powers and duties.

1. Receipt of money and property. The board may accept and receive gifts, grants, bequests or devises from any source, including funds from the Federal Government or any of its political subdivisions.

[1987, c. 817, §2 (NEW) .]

2. Contracts. The board may, with the approval of the Governor, enter into any necessary contracts and agreements with appropriate state or community-based groups dealing with disabled persons.

[1987, c. 817, §2 (NEW) .]

3. Administer loan program. The board shall administer the Kim Wallace Adaptive Equipment Loan Program Fund established by this chapter and may contract with the Finance Authority of Maine and state or community-based groups dealing with disabled persons for such assistance in administering the program as the board may require. The board may employ persons, including private legal counsel and financial experts, on either a temporary or permanent basis, in order to carry out any of its powers and duties. Employees of the board are not subject to Title 5, chapter 71 and Title 5, chapter 372, subchapter 2.

[2005, c. 191, §2 (AMD) .]

4. Rules. The board may adopt rules to carry out the purposes of this chapter. Rules adopted pursuant to this subsection are routine technical rules as defined by Title 5, chapter 375, subchapter II-A. The rules must ensure that:

- A. Individuals and business entities are eligible for loans; [1997, c. 489, §2 (NEW).]
- B. A preference is given for loans to qualifying individual borrowers seeking loans to acquire adaptive equipment for personal, family or household purposes; and [1997, c. 489, §2 (NEW).]
- C. [2005, c. 191, §3 (RP).]
- D. Loan applications may be approved or denied by the board only at a regular or special meeting except as follows:
 - (1) Approval of applications for loans may be delegated by the board to a subcommittee of the board containing at least 5 members if an applicant would suffer undue hardship by waiting for the next regular meeting; or
 - (2) Approval of applications for loans may be delegated to outside contractors with criteria and terms as provided by the board and approved no less than annually.

All approved loans must be ratified by the board at the board's next regular or special meeting. All loans recommended for denial by the delegated authority must be acted upon by the board at the board's next regular or special meeting. [2005, c. 191, §4 (NEW).]

[2005, c. 191, §§3, 4 (AMD) .]

SECTION HISTORY

1987, c. 817, §2 (NEW). 1987, c. 817, §2 (NEW). 1997, c. 489, §2 (AMD). 1999, c. 731, §FF6 (AMD). 2005, c. 191, §§2-4 (AMD).

§375. LOANS

1. Demonstration of purpose of loan. The board may enter into loan agreements with any qualifying borrower and exercise all powers of a lender or creditor. Loan security may include the acquisition, use, management, improvement or disposition of any interest in, or type of, real or personal property, including grant, purchase, sale, borrow, loan, lease, foreclosure, mortgage, assignment or other lawful means, with or without public bidding and also including the assessment of fees, the forgiveness of indebtedness, the receipt of reimbursements for expenses incurred in carrying out its purposes and the expenditure or investment of its funds. The borrower must demonstrate that:

- A. The loan will assist one or more persons with disabilities to improve their independence or become more productive members of the community; and [1987, c. 817, §2 (NEW).]
- B. The applicant has the ability to repay the loan. [1987, c. 817, §2 (NEW).]

[2005, c. 191, §5 (AMD) .]

2. Loan limit. Any necessary loan limitation shall be determined by the board.

[1987, c. 817, §2 (NEW) .]

3. Terms. All loans must be repaid within such terms and at such interest rates as the board may determine to be appropriate in accordance with guidelines established by rulemaking pursuant to the Maine Administrative Procedure Act, Title 5, chapter 375.

[1987, c. 817, §2 (NEW) .]

4. Distribution.

[1997, c. 489, §3 (RP) .]

SECTION HISTORY

1987, c. 817, §2 (NEW). 1989, c. 191, §2 (AMD). 1997, c. 489, §3 (AMD).
2005, c. 191, §5 (AMD).

§376. PURPOSES FOR WHICH LOANS MAY BE AWARDED

The board may award loans to qualifying borrowers for the following purposes: [2003, c. 99, §2 (AMD) .]

1. Individual independence. To assist one or more persons with disabilities to improve their independence through the purchase of adaptive equipment;

[2003, c. 99, §2 (AMD) .]

2. Productive members of community. To assist one or more persons with disabilities to become more independent members of the community and improve quality of life within the community through the purchase of adaptive equipment; and

[2003, c. 99, §2 (AMD) .]

3. Transportation assistance. For the purpose set forth in section 377.

[2005, c. 191, §6 (AMD) .]

SECTION HISTORY

1987, c. 817, §2 (NEW). 2003, c. 99, §2 (AMD). 2005, c. 191, §6 (AMD).

§377. LOANS FOR TRANSPORTATION ASSISTANCE PROGRAM

The board may award loans for the purpose of assisting persons with disabilities to purchase used vehicles necessary to obtain or retain employment or employment training, subject to the following limitations. [2003, c. 99, §3 (NEW) .]

1. Qualifications of borrower. A loan may be made under this section only to a qualifying borrower who meets the other requirements of this chapter and who demonstrates a need for a vehicle as part of an individualized plan toward employment developed with a state or community-based organization that provides employment services to persons with disabilities and that is approved by the board.

[2003, c. 99, §3 (NEW) .]

2. Limitation on loan amount.

[2005, c. 191, §7 (RP) .]

3. Aggregate amount of loans. The maximum aggregate amount of loans issued under this section may not exceed 7% of the value of program gross notes receivable.

[2005, c. 191, §7 (AMD) .]

4. Repeal.

[2005, c. 191, §7 (RP) .]

SECTION HISTORY

2003, c. 99, §3 (NEW). 2005, c. 191, §7 (AMD).

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STATE OF MAINE

IN THE YEAR OF OUR LORD
TWO THOUSAND AND SIXTEEN

H.P. 1056 - L.D. 1549

**An Act To Amend the Laws Governing Oversight of and Responsibility for
the Kim Wallace Adaptive Equipment Loan Program Fund**

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 10 MRSA §372, sub-§1, as amended by PL 2005, c. 191, §1, is further amended to read:

1. Creation of fund. There is established the Kim Wallace Adaptive Equipment Loan Program Fund, which must be used to provide funding for loans to qualified borrowers within the State in order to acquire adaptive equipment designed to assist the borrower in becoming independent and for other purposes as allowed under section 376. The fund must be deposited with, and maintained and ~~administered~~ by the Finance Authority of Maine or other state agency and contain appropriations provided for that purpose, interest accrued on the fund balance, funds received by the board to be applied to the fund and funds received in repayment of loans. This fund is a non-lapsing revolving fund. All money in the fund must be continuously applied to carry out the purposes of this chapter.

Sec. 2. 10 MRSA §374, as amended by PL 2005, c. 191, §§2 to 4, is further amended to read:

§374. Duties of board

The board ~~shall have~~ has the following powers and duties.

1. Receipt of money and property. The board may accept and receive gifts, grants, bequests or devises from any source, including funds from the Federal Government or any of its political subdivisions.

2. Contracts. The board may, with the approval of the Governor, enter into any necessary contracts and agreements with appropriate ~~state or community based groups~~ dealing with disabled persons ~~entities~~.

3. Administer loan program. The board shall administer the Kim Wallace Adaptive Equipment Loan Program Fund established by this chapter and may contract with ~~the Finance Authority of Maine and state or community based groups dealing with disabled persons~~ appropriate entities for such assistance in administering the program as the board may require. The board may employ persons, including private legal counsel and financial experts, on either a temporary or permanent basis, in order to carry out any of its powers and duties. Employees of the board are not subject to Title 5, chapter 71 and Title 5, chapter 372, subchapter 2.

4. Rules. The board may adopt rules to carry out the purposes of this chapter. Rules adopted pursuant to this subsection are routine technical rules as defined by Title 5, chapter 375, subchapter ~~H-A~~ 2-A. The rules must ensure that:

- A. Individuals and business entities are eligible for loans; and
- B. A preference is given for loans to qualifying individual borrowers seeking loans to acquire adaptive equipment for personal, family or household purposes; ~~and,~~
- ~~D. Loan applications may be approved or denied by the board only at a regular or special meeting except as follows:~~
 - ~~(1) Approval of applications for loans may be delegated by the board to a subcommittee of the board containing at least 5 members if an applicant would suffer undue hardship by waiting for the next regular meeting; or~~
 - ~~(2) Approval of applications for loans may be delegated to outside contractors with criteria and terms as provided by the board and approved no less than annually.~~

~~All approved loans must be ratified by the board at the board's next regular or special meeting. All loans recommended for denial by the delegated authority must be acted upon by the board at the board's next regular or special meeting.~~

5. Loan awards. Loan applications may be approved or denied by the board or by an entity with which the board has contracted to provide financial services pursuant to subsection 2, referred to in this subsection as "the financial services provider," and appeals from denials may be made to the board in accordance with this subsection.

A. The board or the financial services provider shall approve all loan applications that meet the following criteria:

- (1) The application is consistent with the underwriting guidelines proposed by the financial services provider and approved at least annually by the board; and
- (2) The loan will be used for a purpose established in section 376.

B. The financial services provider shall submit a report to the board at least monthly identifying the number of loan applications received and the number of applications approved and denied during the period covered by the report as well as the number of applications for which no decision has yet been rendered.

C. A loan applicant may appeal a denial by the financial services provider to the board by submitting a written notice to the financial services provider within 30 days of the date of the denial. The financial services provider shall notify the board of the

appeal and provide the board with copies of the application at the next regularly scheduled board meeting. The board shall grant the appeal if it finds that the financial services provider inappropriately applied the criteria in paragraph A.

Sec. 3. 10 MRSA §376, first ¶, as amended by PL 2003, c. 99, §2, is further amended to read:

The board or an entity with which the board has contracted to provide financial services pursuant to section 374, subsection 2 may award loans to qualifying borrowers for the following purposes:

Sec. 4. 10 MRSA §377, first ¶, as enacted by PL 2003, c. 99, §3, is amended to read:

The board or an entity with which the board has contracted to provide financial services pursuant to section 374, subsection 2 may award loans for the purpose of assisting persons with disabilities to purchase used vehicles necessary to obtain or retain employment or employment training, subject to the following limitations.

Chapter 501: KIM WALLACE ADAPTIVE EQUIPMENT LOAN PROGRAM RULE

Summary: This rule establishes the procedures and standards applicable to the Kim Wallace Adaptive Equipment Loan Program, a statewide program for making loans from a revolving fund to qualified borrowers to improve their independence or to assist them in becoming more productive members of the community. The Kim Wallace Adaptive Equipment Loan Program Fund Board may make loan funds available to qualified borrowers for approved purposes in accordance with this rule.

SECTION 1. Definitions

The following terms, some of which are defined in the Act, shall have the following meaning in this rule:

- A. "Act" means the Kim Wallace Adaptive Equipment Loan Program Act enacted by P. L. 1987, Chap. 817, 10 M.R.S.A. §371 *et seq.* as amended.
- B. "Adaptive equipment" means any device, implement, or thing and associated acquisition costs which assists one or more persons with disabilities to improve their independence or to become a more productive member of the community.
- C. "Applicant" means any individual, organization, or entity that submits an application for a loan.
- D. "Support services provider" means any organization, entity, or individual with which the board establishes a contract to market the program, review loan applications, close loans, and/or provide credit counseling, but shall not include an organization, entity, or individual with which the board establishes a contract primarily to market the program.
- E. "Financial services provider" means any organization, entity, or individual with which the board establishes a contract to administrate, service, and document loans.
- F. "Authority" means the Finance Authority of Maine, or as the context requires, the chief executive officer and agents and employees of the authority.
- G. "Board" means the Kim Wallace Adaptive Equipment Loan Program Fund Board.
- H. *[Reserved]*
- I. "Loan fund" means the Kim Wallace Adaptive Equipment Loan Program Fund (established by Section 372 of the Act).
- J. "Loan" means a loan from the Kim Wallace Adaptive Equipment Loan Program Fund.

- K. "Loan commitment" means a letter from the board or its designee to an applicant agreeing to make a loan subject to terms, conditions and requirements stated therein.
- L. "Note" means a written agreement between the board and the qualified borrower, wherein the qualified borrower promises to repay the board's loan according to the specified terms and conditions.
- M. "Contract" means any contract between the board and any appropriate state agency or instrumentality or community based group(s) dealing with persons with disabilities.
- N. "Administrative contract" means a contract between the board and a support services provider or financial services provider to administer the program.
- O. "Program" means the Kim Wallace Adaptive Equipment Loan Program.
- P. "Qualified borrower" means an individual or entity which meets the eligibility requirements set forth in Section 4 of this rule.
- Q. "Disability" means (i) any physiological disorder or condition or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; genitourinary; hemic and lymphatic; skin; and endocrine; or (ii) any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities; or (iii) any physical or mental impairment including but not limited to, such diseases and conditions as traumatic brain injury, orthopedic, visual, speech, and hearing impairments, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illnesses, and drug addiction and alcoholism; or (iv) any physical or mental impairment which substantially limits one or more major life activities.
- R. *[Reserved]*
- S. "Service providers" means the support services provider and the financial services provider jointly.
- T. "Construction loan" means a loan to an eligible applicant the proceeds of which will be used for the access or adaptation related enlargement, rehabilitation, remodeling or modification of an existing structure or building. The board may determine that an application is for a construction loan, rather than a new construction loan, based on the materials presented in the application.
- U. "New construction loan" means a loan to an eligible applicant the proceeds of which will be used to provide funding for the costs directly related to building or erecting access or adaptation related features in a newly constructed structure or building, including modular homes.
- V. "Individual" means an applicant who is a person with a disability who will benefit from the adaptive equipment or a person in a relationship, other than within the context of a business or employment relationship, with a person with a disability who will benefit from the adaptive equipment purchased.

- W. "Business" means an applicant other than an individual including, but not limited to for-profit and not-for-profit businesses.
- X. "State" means the State of Maine.

SECTION 2. Administration

- A. The board shall have the powers and duties provided in Sections 374 through 377 of the Act.
- B. The board may enter into administrative contracts with one or more responsible entities, to perform the administrative functions necessary for the efficient conduct of the program. Without limitation, the contract may include development of rules, procedures, documentation, reporting, loan underwriting, publicity, analysis, and recommendations with respect to applications received. The contract(s) may provide for compensation for services rendered and reasonable expenses.
- C. A minimum of 75% of all loans made shall be made to individuals, for acquisition of adaptive equipment for personal, family or household use.

SECTION 3. Loan Fund Administration

- A. The authority shall maintain and invest the fund as provided in Section 372 of the Act, and shall report periodically to the board regarding the balance of the fund.
- B. The loan fund shall grow from interest on investments, appropriations, interest on loan payments, grants, endowments and gifts. The fund shall be used to make direct loans and cover costs and expenses associated with maintaining, servicing and administering the fund.
- C. The authority shall administer the loan fund. The fund may be used to compensate members of the board for expenses incurred as provided by law.

SECTION 4. Eligibility

- A. The applicant must demonstrate that the loan will assist one or more persons with disabilities to improve their independence or become more productive members of the community.
- B. Loan proceeds must be used for the purchase of adaptive equipment that will:
 - 1. assist one or more persons with disabilities to improve their independence;
 - 2. assist one or more persons with disabilities to improve their quality of life; or
 - 3. assist one or more persons with disabilities to become more productive members of the community.

- C. The amount of the loan sought shall not, when added to the principal balance of any other outstanding or approved loans to or for the benefit of the same applicant, exceed the maximum permitted aggregate, per borrower loan amounts set forth in Section 8(A), and shall not result in any one individual or entity becoming liable to the board as borrower or as guarantor for amount in excess of \$250,000 in the aggregate.
- D. An applicant who has previously been denied for a loan under the Kim Wallace Adaptive Equipment Loan Program may not reapply unless the new application is a significant change from the denied application.

SECTION 5. Application Procedure and Contents

- A. Application forms are to be submitted to the support services provider. The application must include the following information:
 - 1. Certification from the applicant that the applicant meets all eligibility requirements.
 - 2. Satisfactory evidence of net income and net worth.
 - 3. A statement including the cost, description, and use of the adaptive equipment the applicant proposes to purchase.
 - 4. A statement of contributing sources of financing for the equipment or a statement that the applicant has explored other methods of financing and that none are available may be required.
 - 5. If the applicant is applying for a loan to acquire adaptive equipment for business purposes, and it is a for-profit or not-for profit entity:
 - a. It must provide three years of historical financial and/or tax returns.
 - b. If it is a corporation, it must provide evidence of corporate good standing.
 - c. It must complete the adaptive equipment business loan application; and,
 - d. It must provide such other information as the board may require.
- B. The support services provider shall consider the following in recommending approval or denial of an application for a loan:
 - 1. Whether an applicant is eligible for a loan.
 - 2. Whether the loan proceeds will be put to an eligible use.
 - 3. Whether the proposed loan is an efficient use of loan funds.
 - 4. Whether any other financing sources may be used to supplement the loan.

5. Whether there are sufficient assets to provide adequate collateral for the loan.
- C. The support services provider shall recommend approval or denial of the loan application, then forward that recommendation as follows:
1. If the support services provider recommends approval of the loan, the support services provider shall forward to the financial services provider the complete loan application. The support services provider shall include a certification that it has reviewed the loan and considered each of the criteria in Section 4(B) of this rule, and shall include the basis for its recommendation.
 2. If the support services provider recommends denial of the loan, the complete loan application and statement of its basis for the recommendation shall be forwarded directly to the board for a final determination in accordance with Section 7.
 3. The support services provider shall notify the applicant of its findings regarding the application and provide a statement of the basis of its findings.
- D. The financial services provider shall consider the following in determining whether to recommend approval or denial to the board.
1. Whether the application is complete and the applicant has supplied all information necessary for financial review and analysis of the application. Whether and when an application is complete shall be determined in the sole discretion of the financial services provider, whose decision shall be final.
 2. The applicant's ability to repay the loan.
 3. The adequacy of security provided for the loan.

SECTION 6. Recommendation to the Board

After the application is complete and the applicant has had an opportunity to support the application with any further information requested by the financial services provider or which the applicant determines will further support the loan request, the financial services provider shall prepare an analysis of each application. The analysis shall be presented to the board within 40 days of receipt of the completed application and all supporting materials. The analysis shall contain the following:

- A. Loan summary;
- B. A statement of the strengths and weaknesses of the proposed loan; and
- C. Such other information as the board may require.

SECTION 7. Board Action

- A. A quorum of at least 50% of active board members shall be necessary for board action.
 - B. No board member may participate in a vote on an application where that member has a direct or indirect pecuniary interest in the outcome of the vote.
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- C. The financial services provider shall be responsible for insuring that the action of the board is carried out by:
 - 1. Issuing a loan commitment, including terms and conditions of the loan, or
 - 2. Issuing a letter of denial, which shall include an explanation for the denial and a notification of the right to reconsideration as provided in this rule.
 - D. No commitment shall be valid unless authorized by the board or issued in accordance with subsection F of this Section or Section 7-A hereof. A commitment shall be effective for a stated period. A commitment may be subject to such reasonable conditions as the financial services provider may impose under the direction of the board.
 - E. No loan commitment shall become effective until the applicant and any coapplicants or guarantors have signed it and agreed to its terms.
 - F. The board may appoint one or more sub-committees to study and make recommendations to the board on complaints or other issues as determined by the board, provided however that all formal action will require board approval, except as follows:
 - 1. Where the chairperson of the board, in his or her discretion, determines that an applicant for a loan will suffer undue hardship by waiting for its application to be considered at the next regular meeting of the board, the chairperson may convene a meeting of the executive committee to consider the application. The executive committee shall be structured and have the powers set forth below as to consideration of loan applications, and such other powers and responsibilities unrelated thereto as the board may determine from time to time. If a majority of the members of the executive committee find the loan application should be approved, it may approve the loan application with whatever terms and conditions and/or security it deems appropriate in the same manner and with same force and effect as if the full board had approved the application at a regular or special meeting. If the executive committee can not approve the application by a majority, it shall report its findings to the board at the next regular meeting and the application must thereafter be acted on by the full board.
 - 2. The executive committee shall be comprised of at least five members of the board, and may act to approve a loan application pursuant to Paragraph 1 hereof only when at least five members of the Committee are present. The executive committee has no power to deny applications, but may recommend denial to the full board for board action at the next regular meeting.

SECTION 7-A. Alternate Procedure for Certain Loan Requests

- A. In the event an individual applicant requests a loan to acquire adaptive equipment for personal, family or household use for an amount up to a certain limit adopted by the board no less than annually, and the applicant meets certain eligibility criteria adopted by the board no less than annually, the service providers, at the election of the applicant, may process the loan without a vote of the board, provided however if the service providers conclude that the application should be denied, denial of the loan application may be done only through formal board action at the next board meeting.
- B. **Procedure**
1. The support services provider shall determine that the applicant is eligible in accordance with Section 4 of this rule.
 2. The application shall be processed in accordance with Section 5 of this rule.
 3. The financial services provider shall determine the applicant's eligibility for purposes of this Section 7-A in accordance with the criteria established by the board.
- C. A loan made pursuant to this Section 7-A shall bear interest at a rate established by the board no less than annually, and agreed to by the applicant. In no event shall the rate exceed the maximum interest rate otherwise allowable under this rule.
- D. The financial services provider shall prepare a commitment specifying the terms and conditions of the loan as determined by the service providers and the applicant.
- E. The service providers shall not process any loan pursuant to this section in the event that either service provider determines that the applicant may not meet the eligibility criteria set forth in Section 4 or this Section 7-A of the rule.
- F. Any applicant, may, at any time in the process, including after receipt of a commitment pursuant to this Section 7-A request that the application be considered by the board.
- G. All procedures and criteria not specifically set forth in this Section 7-A shall be as otherwise set forth in this rule.

SECTION 8. Loan Terms and Conditions

- A. Loans shall be given in an amount which is reasonable to acquire the adaptive equipment as shown by materials submitted with the application. In no event shall any single or cumulative loan(s) for the same project exceed \$100,000, nor shall any single or cumulative loan(s) to or for the benefit of the same borrower exceed \$100,000. For the purposes of this subsection (A), the term "borrower" shall have the same meaning as the term "applicant" in Section 4(C). Normally, a construction loan or a new construction loan shall not exceed \$90,000, provided however, the board may make a finding that based on the overall situation presented in the application, including other sources of financing,

collateral pledged, ability to service debt and net worth, the board may approve a construction loan or a new construction loan for an amount up to \$100,000, and further provided that in the event of reasonable substantiated cost overruns, the board may approve additional loans to a borrower up to a cumulative total of \$100,000.

- B. Loans shall bear an annual interest rate not to exceed the lowest prime rate established by major banks in Boston as determined by the financial services provider plus five percent (5%). Notwithstanding the foregoing, the interest rate shall not exceed ten percent (10%).
- C. The term of each loan shall be based on the applicant's circumstances and the useful life of the collateral. The term of a construction or new construction loan shall not exceed 30 years from the date of the first disbursement. The term of any other type of loan shall not exceed 20 years.
- D. The board may require such collateral as may be available, including, in appropriate cases, a mortgage on real estate, a security agreement in personal property, or personal guarantees. Guarantees will generally be required of any individual or entity that holds (i) 20% or more of the ownership interests in any non-individual entity that is an applicant or borrower or (ii) 5% or more of the ownership interests in any non-individual entity which is an applicant or borrower and receives substantial income from the entity. Guarantees may also be required of other individuals or entities, including, without limitation, owners of more than 20% of the ownership interests in any entity which in turn owns 20% or more of any applicant or borrower. In no event however, shall any one individual or entity, as borrower or as guarantor or as any combination thereof, become liable to the board for an amount in excess of \$250,000 in the aggregate. Except as specifically approved by the board, collateral shall be located within the State, or, if mobile, shall be registered within the State if the State registers such mobile collateral.
- E. The financial services provider will prepare the loan documentation. Execution of all loan documentation in form and content satisfactory to the board shall be a condition precedent to the payment of loan proceeds to the applicant.
- F. The interest rate shall be fixed on the date of loan approval. In determining the interest rate, the board shall consider an applicant's financial need.
- G. Title updates are required on all loans of \$15,000 or more, if secured by a mortgage on real property. The board may require a title update on loans of less than \$15,000.
- H. The following terms and conditions shall apply to construction and new construction loans:
 - 1) The board or its designee has the right to inspect all construction during reasonable hours. The method and frequency of inspection shall be determined based on the requirements of each loan. The financial services provider shall present a monitoring proposal to the board for each construction loan and new construction loan along with its recommendation for the loan.

- 2) Disbursements may be made in two installments, which may consist of one or more two-party checks. Additional disbursements may be made if the board approves such a disbursement plan.
- 3) After the first disbursement, the borrower shall be required to provide lien waivers from appropriate contractors evidencing receipt of payments for work performed prior to any further disbursement.
- 4) Interest only shall be due on the loan funds disbursed until such time as the loan is fully disbursed. Provided however, the board may set a time after which it may require commencement of payment of principal and interest on the loan funds disbursed, if the construction is not completed within a reasonable time.
- 5) The board may require a bonded contractor on any construction loan in an amount over \$15,000.
- 6) The board may require that a borrower obtain three bids on a construction project.

SECTION 9. Covenants of Borrower

The borrower will agree to the following terms and conditions in the loan documentation, as may be reasonable and applicable:

- A. The borrower will comply with all applicable planning, zoning, sanitary, building and environmental laws, ordinances and regulations of the federal, state and local governments.
- B. The borrower will agree not to convey, lease or transfer any collateral for the loan without the prior written consent of the board.
- C. The borrower will expend no portion of the loan directly or indirectly for purposes other than those approved by the board.
- D. The borrower will pay, when due, all taxes or charges assessed against any collateral.
- E. The borrower will keep insured to the satisfaction of the board all insurable property securing the loan and will maintain the collateral in good condition and repair.
- F. The borrower will repay any advances or expenses of the financial services provider necessary to protect the collateral or enforce the rights of the board against the borrower or the collateral.
- G. The borrower will not materially alter or relocate collateral without the prior written consent of the board.
- H. The borrower will comply with such other covenants as the board may impose or establish.

SECTION 10. Use of Loan Proceeds

The borrower shall use loan proceeds for the purposes stated in the commitment, and the borrower's rights under the commitment shall not be assignable.

SECTION 11. Loans for Transportation Assistance Program**A. Purpose**

The board may award loans for the purpose of assisting persons with disabilities to purchase used vehicles necessary to obtain or retain employment or employment training, subject to the terms and conditions of this Section 11.

B. Eligibility

In order to be eligible for a loan under this Section 11, an applicant must be eligible under other provisions of this rule (other than Section 4(B)), and must demonstrate to the satisfaction of the board that:

1. He or she is receiving vocational services from a state or community based organization approved by the board that provides employment services to persons with disabilities; and
2. He or she has entered into an individualized plan towards employment developed with such organization to obtain or retain employment or employment training, which plan identifies transportation as a need of the applicant; and
3. He or she has a valid driver's license and required insurance; and
4. Adequate collateral is being provided for the loan; and
5. He or she is employed, or is actively pursuing completion of an employment training program or is considered "ready for employment" or the equivalent, as determined by the organization, and is reasonably likely to repay the loan.

C. Limitations

Loans under this Section 11 shall not, when added to other loans under the program to the same borrower, exceed the aggregate maximum stated in Section 4(C). In addition, the maximum aggregate amount of all loans issued under this Section 11 shall not at any time exceed 7% of the value of program gross notes receivable.

D. Loan Limit

The amount of a loan under this Section 11 shall not exceed the amount necessary to purchase the vehicle minus \$250. The amount necessary to purchase the vehicle may include sales tax and, in the case of a purchase from or through a car dealer, the dealer's associated fees.

E. Application Process; Pre-Approval

Loan applications under this Section 11 shall be processed in accordance with Sections 4, 5, 6, 7 of this rule and may be processed under Section 7-A of this rule, provided, however, there shall be no requirement that the support services provider collect information necessary to make a recommendation that the application satisfies the eligibility requirements of Section 4(B), but shall instead collect information and make a recommendation as to whether the application meets the requirements of Section 11(B)(1), (2) and (3). Notwithstanding the foregoing, the board may establish a list of approved state or community-based organizations for the purposes of Section 11(B)(1) above, in which case applications for loans under this Section 11 may be submitted by such approved organizations directly to the financial services provider with a certification of an authorized representative of such approved organization that the applicant meets the requirements of Section 11(B)(2) & (3). At the request of the financial services provider or the board, an application submitted directly by an approved organization may be referred to the support services provider for additional review or assistance. In order to better fulfill the purposes of this Section 11, the board may approve an application subject to the borrower obtaining employment with a stated minimum level of wages, and/or subject to borrower identifying a vehicle to be purchased with a value which equals or exceeds the amount of the loan, according to the most recent NADA Official Used Car Guide (New England Edition). The verification of employment and/or the approval of the vehicle may be delegated to the financial services provider.

SECTION 12. Waiver of Rule

The board may waive any requirement of this rule, except to the extent that the requirement is mandated by the Act, in cases where the deviation from the rule is insubstantial and is not contrary to the purposes of the program.

SECTION 13. Loan Administration

- A. The authority shall prepare checks as directed by the financial services provider.
- B. A loan is in default when any payment is 30 days past due or upon the occurrence of any event of default as defined in the loan documents.
- C. When a loan is in default, the financial services provider shall notify the borrower and the support services provider that the borrower has 30 days in which to cure the default.
- D. If the borrower fails to cure the default within 30 days, the board shall take all appropriate action provided under law and the loan documents. In determining the appropriate action, the board shall consider:
 - 1. The recommendation of the financial services provider.
 - 2. The recommendation of the support services provider.

3. The impact of enforcement and collection on the borrower; and
 4. The likelihood that the loan will be repaid if a waiver or extension is granted.
- E. If the board determines that the loan should be enforced and collected, the borrower may be given final notice of the default or defaults and acceleration of the loan and shall be given an additional grace period of 30 days in which to pay the amount outstanding, and shall be notified that if the borrower fails to make payment in full, the board may proceed to enforce its rights under the loan documents.
- F. The board may apply payments or other monies received on loans which are in default first to expenses of collection and preservation of collateral, second to accrued interest, and third to outstanding principal.
- G. In order to protect the integrity of the fund, the board may charge such administration, servicing, and document preparation fees as seem reasonable.

SECTION 14. Confidentiality; Executive Sessions

- A. Any and all program materials, applications and supporting information and materials obtained by the authority to aid in its provision of financial assistance shall be confidential to the extent required or permitted under 10 M.R.S.A. §975-A. The board or authority shall determine whether or not any such information in its possession is confidential.
- B. The board, upon vote of the members, may hold deliberations in executive session to discuss information made confidential by statute or for other statutorily authorized purposes. The board shall not take any action in executive session.

SECTION 15. Requests for Reconsideration

In the event that the application is denied by the board, the applicant may make a request for reconsideration of the application to the board. Requests should be directed to the chairperson of the board, stating why the decision should be modified or reversed. A request for reconsideration must be submitted in writing within twenty (20) calendar days of the date of the denial letter. The reconsideration shall be heard at a meeting of the board. The applicant may be present to support the request. The reconsideration shall be based on the record before the board on the date of denial. The decision of the board will be final.

STATUTORY AUTHORITY: 10 M.R.S.A. §§ 374(4), 375(3)

AGENCY HISTORY NOTES:

EFFECTIVE DATE:

November 18, 1989

AMENDED:

May 21, 1990 - various amendments including the addition of Sections 1 (R), 1 (S) and 7-A, and the amendment of Section 7(D)

August 31, 1991 - various amendments including the addition of Sections 1(T), 1(U), 1(V), 1(W), 2(D), 5(A)(6)(a-d), 8(F), 8(G), 8(H)(1-6) and the amendment of 4(A), 7-A(C), 8(A), 8(B), 8(C)

May 3, 1995 - amendment of Section 7-A(A), (B)(4), (C) and (D)

December 17, 1997 - various amendments to 1(V), 1(W), 3(C), 5(A)(5) and (6), 7(D), 7-A(A), 8(A), 14, the deletion of 1(H), 2(D), 5(A), 5(a), and the addition of 7(F)

March 1, 1998 - amendment to 8(A)

July 23, 2001 - amendment to provisions 4(C), 7-A(A), 8(A), and 8(D)

October 27, 2003 - Amendment 7

March 13, 2006 - Amendment 8, various amendments to 7(C)(2), 7-A, and 11

June ____, 2012 - Amendment 9, various formatting or technical amendments; substantive amendments to 1(D); 8(B), (D) and (E); and 11, including the addition of 11(D) where previously reserved.

SECRETARY OF STATE HISTORY NOTES:

EFFECTIVE DATE:

September 12, 1989 (EMERGENCY)

EFFECTIVE DATE OF PERMANENT RULE:

November 18, 1989

AMENDED:

May 21, 1990
August 31, 1991
May 3, 1995

EFFECTIVE DATE (ELECTRONIC CONVERSION):

May 4, 1996

NON-SUBSTANTIVE CORRECTIONS:

October 2, 1996 - minor spelling

AMENDED:

December 17, 1997

NON-SUBSTANTIVE CORRECTIONS:

January 30, 1998 - minor spacing

AMENDED:

March 1, 1998 - Section 8(A)

July 23, 2001 - Section 4(C), 7-A(A), 8(A), 8(D)

October 27, 2003, filing 2003-368 - new Section 11 added, numbering adjusted accordingly

NON-SUBSTANTIVE CORRECTIONS:

February 18, 2004 - punctuation, full Board name

March 15, 2004 - restored the word "sought" in Section 4(C)

AMENDED:

March 13, 2006 - Amendment 8, various amendments to 7(C)(2), 7-A, and 11, filing 2006-106

July 8, 2012 – Amendment 9, filing 2012-192



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94-178 **KIM WALLACE ADAPTIVE EQUIPMENT LOAN PROGRAM FUND BOARD**

Chapter 501: KIM WALLACE ADAPTIVE EQUIPMENT LOAN PROGRAM RULE

Summary: This rule establishes the procedures and standards applicable to the Kim Wallace Adaptive Equipment Loan Program, a statewide program for making loans from a revolving fund to qualified borrowers to improve their independence or to assist them in becoming more productive members of the community. The Kim Wallace Adaptive Equipment Loan Program Fund Board may make loans to qualified borrowers for approved purposes in accordance with this rule.

SECTION 1. Definitions

The following terms, some of which are defined in the Act, shall have the following meaning in this rule:

- A. "Act" means the Kim Wallace Adaptive Equipment Loan Program Act enacted by P. L. 1987, Chap. 817, 10 M.R.S.A. §371 *et seq.* as amended.

- B. "Adaptive equipment" means any device, implement, or thing and associated acquisition costs which assists one or more persons with disabilities to improve their independence or to become a more productive member of the community. Adaptive equipment includes assistive technology as defined in the Assistive Technology Act of 1998 (29 U.S.Code Section 3001 *et seq.*), as amended.

- C. "Applicant" means any individual, organization, or entity that submits an application for a loan.

- D. "Board" means the Kim Wallace Adaptive Equipment Loan Program Fund Board.

- E. "Business" means an applicant other than an individual including, but not limited to for-profit and not-for-profit businesses.

- F. "Construction loan" means a loan to an eligible applicant the proceeds of which will be used for the access or adaptation related enlargement, rehabilitation, remodeling or modification of an existing structure or building. "New construction loan" means a loan to an eligible applicant the proceeds of which will be used to provide funding for the costs directly related to building or erecting access or adaptation related features in a newly constructed structure or building, including modular homes.

- G. "Disability" means (i) any physiological disorder or condition or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; genitourinary; hemic and lymphatic; skin; and endocrine; or (ii) any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities; or (iii) any physical or mental impairment including but not limited to, such diseases and conditions as traumatic brain injury, orthopedic, visual, speech, and hearing impairments, cerebral palsy, epilepsy,

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muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illnesses, and drug addiction and alcoholism; or (iv) any physical or mental impairment which substantially limits one or more major life activities.

- H. "Financial services provider" means any organization, entity, or individual with which the board establishes a contract primarily to administrate, underwrite, service, and document loans.
- I. "Fund" means the Kim Wallace Adaptive Equipment Loan Program Fund (established by Section 372 of the Act).
- J. "Individual" means an applicant who is a person with a disability who will benefit from the adaptive equipment or a person in a relationship, other than within the context of a business or employment relationship, with a person with a disability who will benefit from the adaptive equipment purchased.
- K. "Loan" means a loan from the Kim Wallace Adaptive Equipment Loan Program Fund.
- L. "Loan commitment" means a letter from the board or its designee to an applicant agreeing to make a loan subject to terms, conditions and requirements stated therein.
- M. "Program" means the Kim Wallace Adaptive Equipment Loan Program.
- N. "Qualified borrower" means an individual or entity which meets the eligibility requirements set forth in Section 4 of this rule.
- O. "Support services provider" means any organization, entity, or individual with which the board establishes a contract to provide services to the program, including but not limited to marketing, generating loan applications, providing credit counseling, providing legal services, and/or providing other administrative services.
- P. "State" means the State of Maine.
- Q. "Treasurer" means the Treasurer of the State of Maine.

SECTION 2. Administration

- A. The board shall have the powers and duties provided in Sections 374 through 377 of the Act, and may delegate loan approval and denial authority to a financial services provider as set forth herein.
- B. The board may enter into contracts with one or more responsible entities, to perform the administrative functions necessary for the efficient conduct of the program. The contract(s) may provide for compensation for services rendered and reasonable expenses.
- C. A minimum of 75% of all loans made shall be made to individuals, for acquisition of adaptive equipment for personal, family or household use.

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SECTION 3. Loan Fund Administration

- A. The Treasurer shall maintain and invest the fund as provided in Section 372 of the Act, and shall report periodically to the board regarding fund activity and the balance of the fund.
- B. The fund shall grow from interest on investments, appropriations, interest on loan payments, grants, endowments and gifts. The fund shall be used to make direct loans and cover costs and expenses associated with maintaining, servicing and administering the fund.
- C. The fund may be used to compensate members of the board for expenses incurred as provided by 5 M.R.S.A chapter 379.
- D. The Treasurer shall make disbursements from the fund for permitted purposes to the financial services provider upon request of the financial services provider and as mutually agreed between the board, the Treasurer and the financial services provider.

SECTION 4. Eligibility

- A. The applicant must demonstrate that the loan will assist one or more persons with disabilities to improve their independence or quality of life or become more productive members of the community.
- B. Loan proceeds must be used for the purchase of adaptive equipment that will:
 - 1. assist one or more persons with disabilities to improve their independence;
 - 2. assist one or more persons with disabilities to improve their quality of life; or
 - 3. assist one or more persons with disabilities to become more productive members of the community.
- C. The amount of the loan sought shall not, when added to the principal balance of any other outstanding or approved loans to or for the benefit of the same applicant, exceed the maximum permitted aggregate, per borrower loan amounts set forth in Section 8(A), and shall not result in any one individual or entity becoming liable to the board as borrower or as guarantor for amount in excess of \$250,000 in the aggregate.
- D. An applicant who has previously been denied for a program loan may not reapply unless the new application is a significant change from the denied application.

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SECTION 5. Application Procedure and Contents

- A. Applications are to be submitted as directed by the board. The application must include the following information:
1. Certification from the applicant that the applicant meets all eligibility requirements.
 2. Satisfactory evidence of net income and net worth (for consumer loans).
 3. A statement including the cost, description, and use of the adaptive equipment the applicant proposes to purchase.
 4. A statement of contributing sources of financing for the equipment or a statement that the applicant has explored other methods of financing and that none are available may be required.
 5. If the applicant is applying for a loan to acquire adaptive equipment for business purposes, it must provide three years of historical financials and/or tax returns and evidence of corporate good standing.
- B. The following shall be considered in recommending approval or denial of an application for a loan:
1. Whether an applicant is eligible for a loan.
 2. Whether the loan proceeds will be put to an eligible use.
 3. Whether the applicant has the ability to repay the loan.
 4. Whether any other financing sources may be used to supplement the loan.
 5. Whether there are sufficient assets to provide adequate collateral for the loan.
- C. A financial services provider to whom the board has delegated loan approval and denial authority shall approve or deny loan applications according to the Act and this rule and the underwriting criteria established and reviewed at least annually by the board. Such financial services provider shall, on behalf of the board, notify the applicant of its findings regarding a denied loan application with notice of the reconsideration process or issue a loan commitment.

SECTION 6. Loan Terms and Conditions

- A. Loans shall be in an amount which is reasonable to acquire the adaptive equipment as shown by materials submitted with the application. In no event shall any single or cumulative loan(s) for the same project exceed \$100,000, nor shall any single or cumulative loan(s) to or for the benefit of the same borrower exceed \$100,000. For the purposes of this subsection (A), the term "borrower" shall have the same meaning as the term "applicant" in Section 4(C).

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- B. Loans shall bear an annual interest rate not to exceed the lowest prime rate established by major banks in Boston as determined by the financial services provider plus five percent (5%). Notwithstanding the foregoing, the interest rate shall not exceed ten percent (10%). Interest shall be fixed as of the date of issuance of the loan commitment.
- C. The term of each loan shall be based on the applicant's circumstances and the useful life of the collateral. The term of a construction or new construction loan shall not exceed 30 years from the date of the first disbursement. The term of any other type of loan shall not exceed 20 years.
- D. The financial services provider may require such collateral as may be available . Guarantees will generally be required of any individual or entity that holds (i) 20% or more of the ownership interests in any non-individual entity that is an applicant or borrower or (ii) 5% or more of the ownership interests in any non-individual entity which is an applicant or borrower and receives substantial income from the entity. Guarantees may also be required of other individuals or entities, including, without limitation, owners of more than 20% of the ownership interests in any entity which in turn owns 20% or more of any applicant or borrower. In no event however, shall any one individual or entity, as borrower or as guarantor or as any combination thereof, become liable to the board for an amount in excess of \$250,000 in the aggregate. Except as specifically approved by the financial services provider, collateral shall be located within the State, or, if mobile, shall be registered within the State if the State registers such mobile collateral.
- E. The financial services provider will prepare the loan documentation. Execution of all loan documentation in form and content satisfactory to the board shall be a condition precedent to the payment of loan proceeds to the applicant.
- F. The following terms and conditions shall apply to construction and new construction loans, in addition to terms and conditions typical of construction loans:
- 1) The board or its designee has the right to inspect all construction during reasonable hours. The method and frequency of inspection shall be determined based on the requirements of each loan.
 - 2) Disbursements may be made in multiple installments, which may consist of one or more two-party checks.
 - 3) After the first disbursement, the borrower shall be required to provide lien waivers from appropriate contractors evidencing receipt of payments for work performed prior to any further disbursement.
 - 4) Interest only shall be due on the loan proceeds disbursed until such time as the loan is fully disbursed. The financial services provider may set a time after which it may require commencement of payment of principal and interest on the loan proceeds disbursed, if the construction is not completed within a reasonable time.

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- G. The borrower shall agree to terms and conditions in the loan documentation substantially standard to the industry or as may be reasonably required by the financial services provider and authorized by the board.
- H. A borrower's rights under the loan commitment are non-assignable.
- I. A loan is in default when any payment is 30 days past due or upon the occurrence of any event of default as defined in the loan documents. When a loan is in default, the financial services provider shall provide the borrower with legally sufficient notice of default and opportunity to cure the default. If the borrower fails to cure the default within the allotted time, the financial services provider shall take all appropriate action provided under law and the loan documents.

SECTION 7. Loans for Transportation Assistance Program

A. Purpose

The board, or its designee, may award loans for the purpose of assisting persons with disabilities to purchase used vehicles necessary to obtain or retain employment or employment training, subject to the terms and conditions of this Section 7.

B. Eligibility

In order to be eligible for a loan under this Section 7, an applicant must be eligible under other provisions of this rule (other than Section 4(B)), and must demonstrate that:

1. He or she is receiving vocational services from a state or community based organization approved by the board that provides employment services to persons with disabilities; and
2. He or she has entered into an individualized plan towards employment developed with such organization to obtain or retain employment or employment training, which plan identifies transportation as a need of the applicant; and
3. He or she has a valid driver's license and required insurance; and
4. Adequate collateral is being provided for the loan; and
5. He or she is employed, or is actively pursuing completion of an employment training program or is considered "ready for employment" or the equivalent, as determined by the organization, and is reasonably likely to repay the loan.

C. Limitations

Loans under this Section 7 shall not, when added to other loans under the program to the same borrower, exceed the aggregate maximum stated in Section 4(C). In addition, the maximum aggregate amount of all loans issued under this Section 7 shall not at any time exceed 7% of the value of program gross notes receivable.

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D. Loan Limit

The amount of a loan under this Section 7 shall not exceed the amount necessary to purchase the vehicle minus \$250. The amount necessary to purchase the vehicle may include sales tax and, in the case of a purchase from or through a car dealer, the dealer's associated fees.

E. Application Process; Pre-Approval

Loan applications under this Section 7 shall be processed in accordance with this rule and as directed by the board. The board may establish a list of approved state or community-based organizations for the purposes of Section 7(B)(1) above, in which case applications for loans under this Section 7 may be submitted by such approved organizations directly to the financial services provider with a certification of an authorized representative of such approved organization that the applicant meets the requirements of Section 7(B)(2) & (3). If authorized by the board, the financial services provider may approve an application subject to the borrower obtaining employment with a stated minimum level of wages, and/or subject to borrower identifying a vehicle to be purchased with a value which equals or exceeds the amount of the loan, according to the most recent NADA Official Used Car Guide (New England Edition).

SECTION 8. Confidentiality

Any and all program materials, applications and supporting information and materials obtained by the board or any service provider to aid in its provision of assistance shall be confidential to the extent required or permitted under 1 M.R.S.A. § Section 405.

SECTION 9. Requests for Reconsideration

In the event that the application is denied by the financial services provider, the applicant may make a request for reconsideration of the application to the board. Requests should be directed to the financial services provider, stating why the decision should be modified or reversed. A request for reconsideration must be submitted in writing within 30 calendar days of the date of the denial letter. The reconsideration shall be heard at a meeting of the board. The applicant may be present to support the request. The reconsideration shall be based on the application record on the date of denial. The decision of the financial services provider shall only be reversed or modified to the extent that the board finds that the underwriting criteria were improperly applied by the financial services provider. The decision of the board will be final.

94-178 ADAPTIVE EQUIPMENT LOAN PROGRAM FUND BOARD

Chapter 502: BYLAWS AND ADMINISTRATION OF THE ADAPTIVE EQUIPMENT LOAN PROGRAM FUND BOARD

Summary: This rule establishes the bylaws and provides for administration of the Adaptive Equipment Loan Program Fund Board (the "Board"). In addition, it establishes procedures for obtaining advisory rulings and for the conduct of contested hearings.

1. Administrative Functions.

The Board may hire contractors or employees to perform the necessary administrative functions of the Board. The authority of each Contractor shall be delineated in a written agreement between the Board and the Contractor.

2. Bylaws of the Members of the Authority.

- A. Name. The name of the Board is the Adaptive Equipment Loan Program Fund Board (10 M.R.S.A. §371).
- B. Purpose. The Board was created by vote of citizens of the State of Maine for the purposes set forth in the Adaptive Equipment Loan Program Act (10 M.R.S.A. §371 and following).
- C. Office. The principal office of the Board may be at such location as it shall determine. If the Board chooses not to maintain an office, the Board shall maintain such mailing address as it shall determine.
- D. Seal. The seal of the Board shall be in the form of a circle within which shall be the name of the Board and the year 1989.
- E. Members of the Board. The members of the Board shall be appointed and compensated and shall serve such terms as the Act may specify (10 M.R.S.A. §373).
- F. Quorum of and action by the members. A quorum of at least 50% of active Board members shall be necessary for Board action.
- G. Telephonic attendance at Meetings. Upon the prior approval of the Chairman, a member may be deemed in attendance at a meeting for purposes of quorum and voting, if the member participates by means of a conference telephone which can

be heard by all non hearing impaired persons present. Such attendance shall only be approved in special circumstances determined in the discretion of the Chairman.

- H. Officers. The members shall elect from among themselves one person as chairman, one person as vice chairman who shall serve as secretary, and such other officers as it may from time to time determine (10 M.R.S.A. §373). The officers shall have a term of one year and shall serve until the election of their successors. The chairman shall preside over meetings of the members. In the absence or incapacity of the chairman or if for any reason there is no chairman, then the vice chairman shall perform the duties of the chairman. The chairman shall sign the minutes of all meetings of the members, after such minutes have been approved by the members.
- I. Nominating Committee. At least four weeks before the date scheduled for the annual meeting, the chairman shall appoint a nominating committee consisting of three members, who shall report to the members, presenting a slate of nominees for officers of the Board. Nominations may be accepted from the floor.
- J. Regular meetings. The members will ordinarily meet on the second Tuesday of each month.
- K. Special meetings. Special meetings of the members may be called by either the chairman or any three members.
- L. Annual Meeting. The annual meeting of the members shall be held in July of each year at which time the members shall elect the officers.
- M. Location of Meetings. Meetings shall ordinarily be held in Augusta, unless another location is designated by the chairman.
- N. Compensation Requests. A member's request for payment for reimbursement of expenses in connection with a duly called regular or special meeting of the members shall be presented to the Finance Authority of Maine for approval and payment pursuant to 5 M.R.S.A. §12001 and following. A member's request for payment for reimbursement of expenses in connection with any other matter shall set forth the basis for the request and shall be presented to the chairman for approval and to the Finance Authority of Maine for payment pursuant to 5 M.R.S.A. §12001 and following.
- O. Notice of Meetings. Any meeting held on the second Tuesday of the month shall be deemed a regular meeting for which no advance notice is required. Meetings held on any other day shall be deemed special meetings for which notice must be received by the members at least two (2) business days prior to the date of the

meeting, by mail, telephone or otherwise. Any member attending any meetings shall be deemed to have received notice.

P. Order of Business. Unless the chairman directs otherwise, the order of business at any meeting of the members shall be as follows:

- a. Call to order
- b. Approval of minutes of prior meetings
- c. Business requiring or involving action by or presentations to the members
- d. Review of financial and administrative reports
- e. Other business, including other reports, and
- f. Adjournment

3. Advisory Rulings.

The Chairman is authorized to issue nonbinding advisory rulings as to the applicability of the Adaptive Equipment Loan Program Act (the "Act") or the Board's rules to an applicant, its property or circumstances. Requests for advisory rulings must be in writing and must specifically identify the section or provision of the statute or rule on which the ruling is sought. The Chairman may decline to issue any ruling if the request is not sufficiently specific, is not accompanied by adequate information, does not adequately identify the applicant or the purpose for which the ruling is sought, or if the Chairman determines that issuance of a ruling would not assist the applicant or would be contrary to the purposes of the Act. All rulings shall be in writing. Rulings shall not be binding upon the Board. The Board may charge an applicant for a ruling the Authority's actual, out-of-pocket costs and expenses, if any, in preparing any ruling.

4. Hearing Procedures.

In any case where applicable law or rule requires the Board to conduct a hearing on an application the hearing shall be conducted substantially as follows:

- A. The applicant shall make a statement in support of the application, addressing the findings required to be made by the Board in considering the application. The Board may ask questions of the applicant.
- B. Board members shall be given an opportunity to state the basis of their actions on the application.

- C. The applicant shall be given an opportunity to respond to the objections presented.
- D. The Board may require additional information, and may continue the hearing to a later date or specify a period within which it will accept further evidence, but shall not be obligated to do so.

The Board or the applicant may retain a court reporter or otherwise make a record of the hearing. In the discretion of the Board, the applicant may be responsible for any costs and expenses of making the record.

5. Code of Ethics.

The members of the Board hereby adopt this Code of Ethics regarding conflicts of interest.

- A. Ineligible for any loan:
 - i. Any Board member, and any Board member's spouse or minor child;
 - ii. Any firm, partnership, corporation or other entity, including a sole proprietorship, if a member of the Board, or a member's spouse or minor child, is a senior officer involved in management;
 - iii. Any firm, partnership, corporation, or other entity, including a sole proprietorship, more than 10% of which is owned directly, in the aggregate by a Board member and/or a Board member's spouse or minor child.
- B. A Board member or or employee of the Finance Authority of Maine, Alpha One, or other person or company under contract with the Board to assist in the administration of the Program (collectively the "Contractors") shall abstain in all aspects and respects and avoid contact with any other Board member and any other of Contractors' employees regarding any matter involving any person, firm, partnership, corporation or other entity, including a sole proprietorship, which is either an applicant or a borrower, except to the extent necessary to prepare or present his/her application, if:
 - a. The member or employee is the applicant or borrower, or is an officer, director, attorney, accountant or other representative of such applicant or borrower or participating coordinate lender (a lender making a substantially contemporaneous loan to the same borrower or a lender who has already made a loan to the same borrower, when in either case the lender's loan is to be secured or is secured by the same collateral as will secure the Board's loan), or a vendor, a competitor or vendee of any such

applicant or borrower or participating coordinate lender to any significant degree; or

- b. For business applicants or borrowers, the Board member or employee or his or her spouse or minor child directly own in the aggregate greater than 10% of such firm, partnership, cooperation or other entity, including a sole proprietorship

Any relationship between and applicant or borrower and a Board Member or employee of Contractors shall be reported the the chair of the Board (unless the chair has a conflict, in which case it shall be reported to the vice chair). Notwithstanding anything to the contrary herein, if a Board member is an employee of a participating lender (defined above) with respect to an applicant or borrower, then the Board member shall be allowed to participate in Board discussion and other aspects of considering the loan and/or its servicing and administration (other than voting) unless the Board member has direct involvement in the participating lender's relationship with the applicant or borrower.

In the event an employee of a Contractor is the subject of a conflict of interest hereunder, some other employee of senior or equal status with that Contractor shall perform Contractor's services as to that loan/loan application and, in the event the employee is the applicant, the Contractor shall not make a recommendation to the Board on any issue on such loan/loan application. Any loan under \$2,500.00 as to which any employee of any Contractor has a conflict, such loan/loan application shall be presented to the Board as if it were a loan larger than \$2,500.

- C. Any benefits extended as of the effective date of this Rule may be continued and restructured, if necessary, without violating section 5(A) of the Rule.
- D. Any interpretation of this Code of Ethics, including whether a degree of involvement is "significant," an interest is "direct" or "indirect" shall be made by the chair of the Board (unless the chair itself has conflict, in which case the vice chair) in consultation with counsel and be subject to appeal to the members, as shall be the application of this Code with regard to an employee of the contractors. It will take the affirmative vote of at least two-thirds (2/3) of the members present and voting, but not less than five (5) members, to overrule a ruling by the chair of the Board (unless chair itself has a conflict, in which case the vice chair) in consultation with counsel.
- E. This Code of Ethics shall be read each year at the first meeting of members following the annual meeting of the board and each new member of the Board shall read and sign this Code of Ethics.

Basis Statement
Amendment 1

This amendment implements a code of ethics for board members and employees of service contractors to the Board. Under the code Board members and certain relatives and affiliated entities thereof, will be ineligible for loans from the board and board members and employees of service contractors will be required to abstain from involvement in other matters in which they have a conflict.

Economic Impact Analysis Statement/Fiscal Impact Note:

- A. The cost associated with this Rule amendment will be minimal.
- B. There will be no additional costs to loan applicants as a result of the amendment.
- C. The Rule amendment would not affect competition and the employment market.
- D. The above statements were made based on the experience of the members of the Board of the program to date.
- E. The proposed Rule amendment will not impose any costs on municipalities or counties.

STATUTORY AUTHORITY: 10 M.R.S.A. §374 (4); 5 M.R.S.A. §8051, 5 M.R.S.A. §9001

EFFECTIVE DATE:

December 1, 1990

EFFECTIVE DATE (ELECTRONIC CONVERSION):

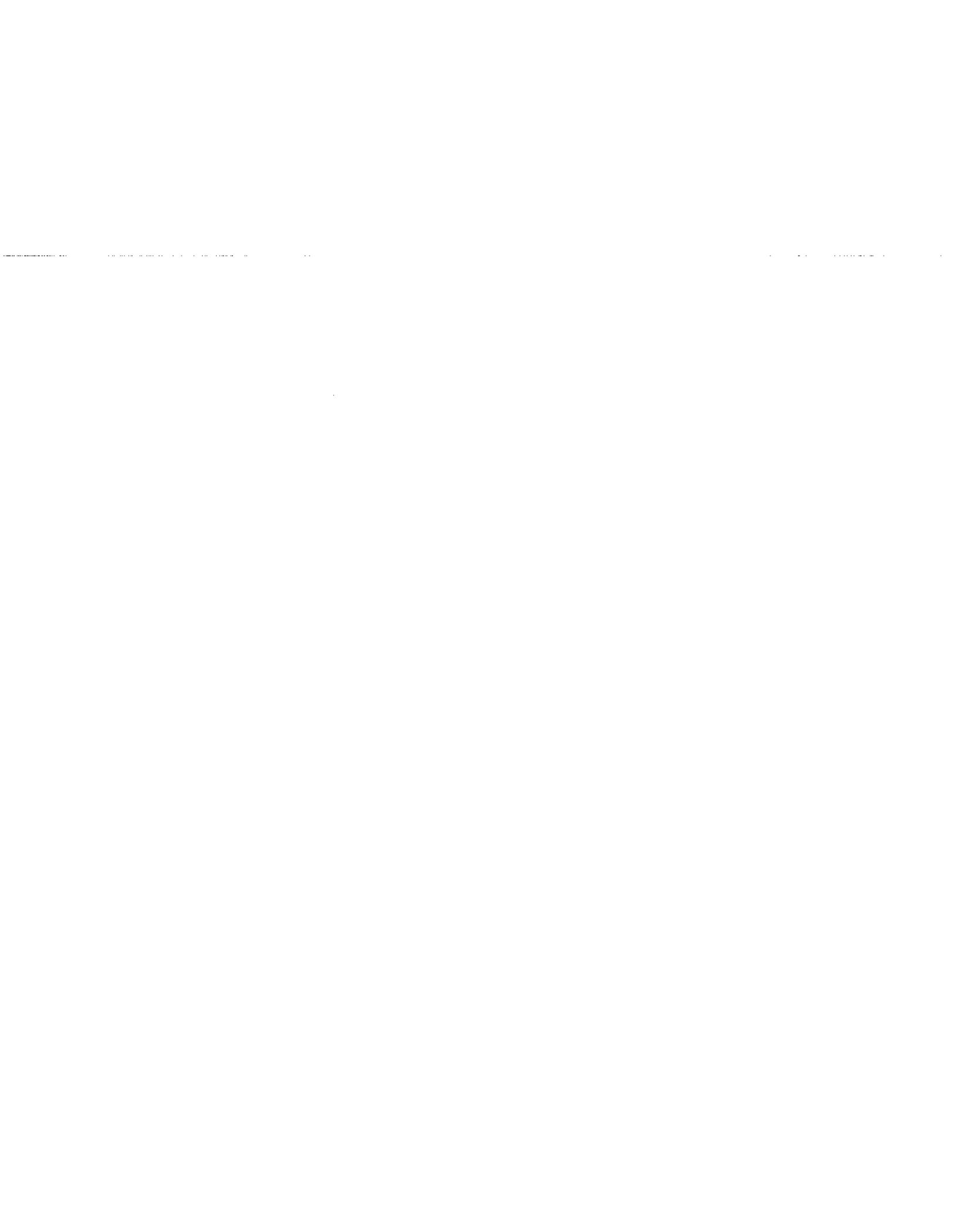
May 4, 1996

NON-SUBSTANTIVE CORRECTIONS:

October 2, 1996 - minor spelling.

AMENDED:

June 14, 1999 (Amendment 1) -- added Section 5, Code of Ethics.





MAINE'S ADAPTIVE LOAN PROGRAM

Thank you for inquiring about the mPower Adaptive Loan Program.

Enclosed is an mPower Loan Application completed by you during our recent phone conversation. Please review for accuracy. For further assistance call Alpha One at 1-800-640-7200 (v/tty) to be directed to your local office.

Alpha One works with the Finance Authority of Maine (FAME) to process loan requests. This includes obtaining a *Credit Report* on all applicants. The final decision on loan approvals, rates, terms and conditions is made by the Loan Board which meets once a month. You may attend the meeting when your request is being presented and reviewed.

Application Instructions

- * Include ALL sources of income and provide verifications
 - o 3 recent check stubs/most recent W2 form (if self employed)
 - o Copy of Social Security annual statement or recent bank deposit statements
 - o Copy of Food Stamp income
 - o Court documents (alimony/child support) if applicable

List all expenses including credit card payments

Include copies of all expenses including credit card statements. (i.e. utilities, heat, car payments, etc.)

Explain any past bankruptcies (provide copy of discharge documents), tax liens (provide paid receipts or evidence of payment arrangements), and civil judgments (provide evidence of resolution, payment plan or court ruling that the debt is uncollectable).

Explain all debt and credit issues

Include price quotes/invoices from the vendors for the items being purchased

Applicants and co-applicants must sign the Certification and Consent pages of the form

Thank you.

Please return the signed Loan Application to FAME in the envelope provided.

Finance Authority of Maine (FAME)

PO Box 949

Augusta, ME 04332-0949



Powering Independent Living



MAINE'S ADAPTIVE LOAN APPLICATION

Consumer Name			
Loan Purpose			
Amount Requested (maximum is \$100,000)			
Applicant Name:			
Street Address:		SSN:	***-**-****
Mailing Address:		DOB:	
City/State/Zip:		Gender:	<input checked="" type="radio"/> Male <input type="radio"/> Female <input type="radio"/> Transgendered
County:		Home Phone:	
e-mail:		Work Phone:	
		Cell Phone:	
Co-Applicant Name:			
Street Address:		SSN:	***-**-****
Mailing Address:		DOB:	
City/State/Zip:		Gender:	<input checked="" type="radio"/> Male <input type="radio"/> Female <input type="radio"/> Transgendered
County:		Home Phone:	
e-mail:		Work Phone:	
		Cell Phone:	
Applicant/Co-Applicant relationship to consumer:			
How did you hear about this program?			
Description of Disability:			

For Office Use Only	
Alpha One ILS	
Technical Assistance Time	
Date Completed	
Date Sent to FAME	
Verbal authorization/credit report	<input type="checkbox"/>



Applicant Residence Information:

Own: <input type="checkbox"/>	Rent: <input type="checkbox"/>	Live with Family <input type="checkbox"/>	Years There:	Number of People in House:
Mortgagor/Landlord:		Phone		
Mortgagor/Landlord Address:				

Co-Applicant Residence Information:

Own: <input type="checkbox"/>	Rent: <input type="checkbox"/>	Live with Family <input type="checkbox"/>	Years There:	Number of People in House:
Mortgagor/Landlord:		Phone		
Mortgagor/Landlord Address:				

Previous residence if less than two years at address above:

Address	Years

Employment - Applicant

Employed
 Unemployed
 Disabled
 Retired
 Other

Employment - Co-Applicant

Employed
 Unemployed
 Disabled
 Retired
 Other

A/C	FT/PT	Name of Employer	Location	Position	Years

Previous Employer If Less Than 2 Years at Current Job Above

A/C	FT/PT	Name of Employer	Location	Position	Years

	Applicant	Co-Applicant
Have you declared bankruptcy in the last 7 years? If yes, you must provide a copy of the discharge notice, and schedule of discharged debts.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you had any tax liens filed against your property in the last 7 years? If yes, provide the discharge notice. <i>*Any outstanding property taxes must be paid in full.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are there any judgments pending or outstanding against you?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you ever been foreclosed against?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you co-maker of any notes?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Notes?		

Monthly Income	Applicant	Co-Applicant	FAME Applicant	FAME Co-Applicant	Comments
Employment(Net)					
Social Security					
SSDI					
SSI					
Pension/Benefits					
Interest/Dividends					
Child Support or Alimony					
Food Stamps					
State Supplement					
Other Income					
Total Monthly Income					
Combined Total Income					

Monthly Expenses	Applicant	Co-Applicant	FAME Applicant	FAME Co-Applicant	Comments
Medical - Applicant					<input type="checkbox"/> Premium <input type="checkbox"/> Co-Pay <input type="checkbox"/> Supplies
Medical - Co-Applicant					<input type="checkbox"/> Premium <input type="checkbox"/> Co-Pay <input type="checkbox"/> Supplies
Food Expenses					<input type="checkbox"/> Food Stamps
Utilities					
heat					<input type="checkbox"/> Fuel Assistance (HEAP)
water					
electric					
sewer					
phone					
cable					
internet					
cell phone					
Rent/Mortgage					
Real Estate Taxes					<input type="checkbox"/> w/ Mortgage Payment
Auto/Transportation					
payment					
gas					
maintenance					
Insurance					
car					<input type="checkbox"/> Full Coverage <input type="checkbox"/> Liability
homeowner's					<input type="checkbox"/> w/ Mortgage Payment
renter's					
life					
health					
Education					
Credit Card Payments					
Child Support or Alimony					
Other Misc. Expenses					
Total Monthly Expenses					
Combined Total Expenses					
Net Discretionary Income					

Cash				
A/C/J	Name of Bank	Account Type	Balance	FAME Balance
Totals				

Vehicles										
A/C/J	Year/Make/Model	Mileage	Balance	Payment	Value	FAME Balance	FAME Payment	FAME Value	NADA Verified	Type of Purchase
									<input type="checkbox"/>	
									<input type="checkbox"/>	
									<input type="checkbox"/>	
Totals										

Real Estate										
A/C/J	Property Location	Mortgagor	HELOC	Balance	Payment	Value	FAME Balance	FAME Payment	FAME Value	
			<input type="checkbox"/>							
			<input type="checkbox"/>							
			<input type="checkbox"/>							
Totals										

Other Assets									
A/C/J	Description	Balance	Payment	Value	FAME Balance	FAME Payment	FAME Value		
Totals									

Investments				
A/C/J	Investment Name	Type	Value	FAME Value
Totals				

Assets	Totals	FAME Totals	Descriptions
1. Cash			
2. Vehicles			
3. Real Estate			
4. Investments			
5. Other			
6. Total Assets			

Liabilities	Totals	FAME Totals	Descriptions
7. Mortgages			
8. Auto Loans			
9. Installment and Credit Card Loans			
10. Education Loans			
11. Overdue Taxes			
12. Other			
13. Total Liabilities			
14. Net Worth			
Final Calculated Net Worth (Total Assets - Total Liabilities)			

CERTIFICATION

I understand that this is a loan request and I authorize the Kim Wallace Adaptive Equipment Loan Program Fund Board and its contractors to review all information provided and seek any additional information required including, but not limited to, credit and character references necessary to verify the contents of this application and consumer credit reports. I further understand that the Board is a public entity and that the information may be subject to public disclosure as required by law. All information is true and correct and is provided to obtain the loan I am seeking. Any misrepresentations on any part of this application could result in rejection of this application or termination of the loan.

CONSENT / AUTHORIZATION

I hereby authorize the Finance Authority of Maine (FAME), Alpha One or members of the Board to discuss my loan application and financial information with the following individual(s), until written notification from me to the contrary is actually received by FAME.

Full Name of Individual:		Relationship:	
Full Name of Individual:		Relationship:	
Full Name of Individual:		Relationship:	

Applicant signature:		Date:	
Co-Applicant signature:		Date:	

ALPHA ONE - PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED. IT ALSO EXPLAINS HOW YOU CAN ACCESS THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

We understand that privacy is a very important matter. Our work requires us to gather your personal health information (PHI) in order to provide services. We create a record of the services that you receive and you can trust us to keep your records confidential and secure.

Collecting Information: We collect personal health and insurance information about you in order to provide you with services. Under State and Federal Law we are required to protect the privacy of your personal health information (PHI).

Confidentiality and Security: We restrict access to your PHI only to employees who need the information to provide you with services. We maintain physical, electronic and procedural safeguards to comply with all laws and regulations to protect the privacy of your PHI.

Information Use: We do not sell your PHI to outside mailing lists or telemarketing companies. We will add your name to Alpha One's own *One in Five* Newspaper mailing list in order to provide you with information on disability related services and products. We will contact you to schedule appointments or discuss services via the telephone, e-mail, or postal mail. You can specify the way you want us to communicate if it is necessary to protect your interests.

Information Disclosure: We use and disclose your PHI so that our staff can provide you with Services and/or **Treatment**, to obtain **Payment** and to perform service delivery **Operations** (TPO). We review your PHI so that we can determine your program eligibility and sources of funding. The PHI that is disclosed may include: your name, address, social security number, phone number, diagnosis and disability, the name of your insurance provider, the insurance policy and coverage, reports/contact notes and co-payments.

Any other use or disclosure of your information (for Non-TPO purposes as described above) will require your written authorization. If you end your business with us, we will continue to restrict use of your personal health information as if you were still a consumer.

Your Rights: You have the right to restrict our use of your personal health information, to review and copy your record information, to request changes to your information, to find out who we have disclosed your information to, and to file a complaint about our Privacy practices. If you file a complaint, we will take no action against you or change your services in any way. To file a written Privacy complaint contact Dennis Fitzgibbons at 127 Main St. South Portland ME 04106 **1-800-640-7200 (v/tty)**
We reserve the right to amend this notice at any time.



Powering Independent Living

Effective April 14, 2003