

JOSEPH A. FOSTER

ATTORNEY GENERAL

ATTORNEY GENERAL MAY 22 12 AM 3:03 DOS DEPARTMENT OF JUSTICE

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33 CAPITOL STREET CONCORD, NEW HAMPSHIRE 03301-6397



ANN M. RICE DEPUTY ATTORNEY GENERAL

May 22, 2013

Her Excellency Governor Margaret Wood Hassan And the Honorable Council State House Concord, NH 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into three contracts with the following for the purpose of providing greater access to legal services for homeowners facing foreclosures: New Hampshire Legal Assistance, Concord, NH 03301, vendor #154648, in the amount of \$1,068,479; Legal Advice Referral Center, Concord, NH 03301, vendor ##216800, in the amount of \$788,387; and New Hampshire Bar Association Legal Services (Pro Bono Referral Program), Concord, NH, 03301, vendor #154546, in the amount of \$516,259, from September 19, 2013 through September 18, 2015 effective the date of Governor and Council approval. 100% Agency Income (Mortgage Settlement Funds).

Funding is available in account #02-20-200510-3310, Department of Justice, Public Protection, entitled "Mortgage Settlement" as follows:

<u>Class</u>

Description

Amount

072-500575 Grants to non-profits

\$2,373,125

EXPLANATION

New Hampshire was among the 49 states that signed an agreement with the five largest banks in the country, Bank of America, Citibank, Wells Fargo, J.P. Morgan Chase, and GMAC/Ally, to settle claims against those banks involving their mortgage servicing, origination and foreclosure practices. Nationally, the banks agreed to provide \$25 billion to consumers and the states, with \$20 billion in direct benefits to borrowers. The New Hampshire share of the settlement will be approximately \$44 million, with approximately \$34 million in direct relief to New Hampshire borrowers in the form of interest rate and principal reductions, short sale facilitations, forgiveness of deficiency balances, and benefits to members of the military. The State of New Hampshire received direct payments in the amount of \$10,595,447 (\$9,575,447 to DOJ and \$1,000,000 to the Banking Department).

The Department of Justice budgeted \$6,000,000, to provide services to homeowners experiencing the negative effects of the housing crisis. A total of \$3,500,000 was to be awarded to the New Hampshire Legal Assistance, Legal Advice Referral Center, and the New Hampshire Bar Association Legal Services (Pro Bono Referral Program) to provide varying levels of legal advice and assistance over a 3-year period to homeowners who are at risk of losing their primary residences due to foreclosure; individuals who have been harmed by unfair or deceptive business practices of banks, mortgage brokers and mortgage servicers in their mortgage and foreclosure practices; and individuals who have lost their primary residences due to foreclosure and who need assistance in finding new housing. The first year of the contract was awarded on September 19, 2012 with New Hampshire Legal Assistance receiving \$489,605, Legal Advice and Referral Center receiving \$384,020 and the New Hampshire Bar Association receiving \$253,252 (Governor and Council meeting on September 19, 2012, late item #A2). This request will allow these entities to receive the remaining portion of the \$3,500,000. The remaining \$2,500,000 of the \$6,000,000 was awarded to the New Hampshire Housing Finance Authority for distribution to housing counseling agencies throughout the state, at the Governor and Council meeting on September 19, 2012, late item #A1.

In the event that these funds become unavailable, general funds will not be used to support this program.

Please let me know if you have any questions concerning this request.

Your consideration is greatly appreciated.

Respectfully submitted,

Joseph A. Foster

Attorney General

JAF/k #905986

GENERAL PROVISIONS

Identification and Definitions

1. Identification and D	efinitions.	· &			
1.1. State Agency Nat New Hampshire Depar		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301			
1.3. Grantee Name New Hampshire Legal	Assistance	1.4. Grantee Address 117 North State Street Concord, NH 03301			
1.5. Effective Date 9/19/13	1.6 Completion Date 9/18/15	1.7. Audit Date n/a	1.8. Grant Limitation \$1,068,479.00		
1.9. Grant Officer for James T. Boffetti Sr. Asst. Attorney Gene Chief of Consumer Pro Bureau	eral or his successor	1.10. State Agency Telephone No. 603-271-3643			
1.11. Grantee Signatu	^	1.12. Name & Title of Grantee Signor John E. Tobin Jr., Executive Director or Lynne M. Parker, Deputy Director			
Before the undersign known to me (or satis	nt: State of New Homp ned officer, personally a factorily proven) to be t executed this documen	ppeared the person ic he person whose nam	lentified in block 1.11., e is signed in block 1.12., and		
1.13.1 Signature of N	otary Public o r Justice (of the Peace			
(Seal) Bruno		1 my com	nission exp. 9/23/14		
	le of Notary Public or J	ustice of the Peace	, , ,		
Brenda (5. Turgeon, N	otary Rublic			
	dra	1.15. Name & Title of State Agency Signor(s) Rose Faretra, Director of Administration			
1.16. Approval by At	torney General				
By: ()	LLS	, Associate A	Attorney General, On: チ/ユュ/		

- 3. <u>EFFECTIVE DATE; COMPLETION OF PROJECT.</u>
- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 4. GRANT AMOUNT: MANNER OF PAYMENT: LIMITATIONS.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
- SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.
- 6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
- RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall 'demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, matural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- PERSONNEL.
- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA; RETENTION OF DATA; ACCESS
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C..

- 10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in actail all Project Work performed, and the Grant Amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4 Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
- 16. .INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the

- Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17. INSURANCE AND BOND.
- 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
- 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
- 20. <u>AMENDMENT</u>. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
- 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
- 22: <u>THIRD PARTIES</u>. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

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EXHIBIT A SCOPE OF WORK

A. Housing Preservation - Preventing Foreclosures

New Hampshire Legal Assistance (NHLA), in conjunction with New Hampshire Bar Association Legal Services (NHBA) and the Legal Advice and Referral Center (LARC) will employ a variety of approaches to assist New Hampshire residents who are facing foreclosure, including:

- Exploring responsible refinancing options, including reverse mortgages, if appropriate, and short quick sales to preserve equity;
- Pursuing bankruptcies when appropriate to preserve the clients' housing;
- Initiating litigation on meritorious claims involving loan origination, loan servicing, title and recording errors, and improper foreclosure, with the primary goals of enjoining foreclosure sales and addressing unlawful and unjust practices;
- Whenever possible, identifying and addressing systemic and harmful lending, servicing, and collection practices;
- NHLA will handle emergency cases for eligible clients whose cases have merit, subject to resource limits;
- If no legal option exists to stop a foreclosure sale, discussing the eviction process and timeline, including "cash for keys" agreements;
- Providing advice and counsel about post-foreclosure-sale "deficiencies" including advice about tax
 implications of negotiating a discharge of the deficiency and the filing of Chapter 7 bankruptcies in
 order to have the unsecured deficiency debt discharged. As, appropriate, Chapter 7 bankruptcies
 will be handled by NHBA, which coordinates a panel of volunteer attorneys to assist with this kind
 of bankruptcy.

All components of this project will be done in collaboration with qualified housing counselors and the New Hampshire Department of Justice.

B. Helping the Victims of Past Foreclosures

NHLA, LARC, and NHBA will help victims of past foreclosures, although this will be a lower priority than preventing new foreclosures and preserving homes facing foreclosure:

 Clients who have been victims of foreclosure by one of the five signatory banks will be referred to the New Hampshire Department of Justice for potential payment under the National Mortgage Settlement;

EXHIBIT B PAYMENT SCHEDULE

Project activities will take place over a 24-month period, beginning on the date 12 months after the original grant was approved. DOJ shall disburse the funds annually, as specified in Exhibit B-1. NHLA shall deposit the funds in accordance with New Hampshire law and appropriate the funds annually in accordance with its budget proposal, attached as Exhibit B-1. The funds are to be appropriated as follows: \$518,518 in the first year and \$549,961 in the second year.

NHLA will submit quarterly reports, in conjunction with LARC and NHBA, to the Grant Officer at the DOJ. The first quarterly report shall be filed three (3) months from the date of fund disbursement, with subsequent reports due every three months thereafter. The reports shall contain detailed accounts of the expenditure of funds, measure outcomes, and the remaining balance of the funds, in accordance with the Reporting/Accountability Measures (see Exhibit B-2).

Any unspent funds remaining at the end of the 24-month period shall either be returned to DOJ or retained by NHLA for such uses as approved by DOJ.

- On a limited basis, to the extent allowed by law, NHLA will pursue claims on behalf of foreclosure victims based on claims concerning loan origination/appraisals, loan servicing, and/or improper authority to foreclose;
- Because NHLA will be primarily focused on preventing foreclosures as described above, and subject to resource and income limitations, NHLA will coordinate with NHBA for possible referral of some cases to a private, reduced fee or pro bono attorney;
- LARC will also provide advice to foreclosure victims about these potential claims when other services are unavailable.

NHLA services will be targeted to clients with limited means but NHLA will serve clients at higher income levels in exceptional cases.

All three programs will work with stakeholders to identify and challenge systemic unlawful practices that impacted recent victims of foreclosure in New Hampshire. When possible, the programs will coordinate with experienced private attorneys on these cases, particularly where the potential for money damages may leverage private attorney involvement.

EXHIBİT C

The provisions of Sections 7.2 and 9.2 above do not apply to attorney/client files and records protected as confidential under the NH Supreme Court Rules of Professional Conduct. DOJ shall only terminate this Agreement by an Event of Default by Grantee. Any one or more of the following shall constitute an event of default:

- 1) failure to perform the project satisfactorily or on schedule;
- 2) failure to submit any report required hereunder;
- 3) failure to maintain, or permit access to, the records required hereunder; or
- 4) failure to perform any of the other covenants and conditions of this Agreement.

See Sections 11.1 - 11.2.4. Section 12.4 shall not be in effect. No termination of this Agreement shall affect either party's outstanding obligations under this Agreement prior to any termination. In the event the Agreement is terminated, NHLA will be allowed to retain funds sufficient to fulfill its responsibilities to those clients whose cases are still active and unresolved as of the date of the termination. In the event of termination, all other unspent funds, including those appropriated for future years, shall be returned to DOJ.

An oversight committee will be established to oversee the grant and evaluate performance and decide on program changes as warranted. The committee shall consist of the following people or his/her designee: the attorney general, the executive director of NHLA, the executive director of LARC, and the director of NHBA Legal Services. It shall meet at least twice a year. The committee shall be respectful of and not invade the attorney/client privilege between NHLA attorneys and their clients.

EXHIBIT B-2

New Hampshire Legal Assistance Reporting/Accountability Measures

New Hampshire Legal Assistance (NHLA) will provide the following data and information to the New Hampshire Department of Justice each quarter:

Case Disposition Totals ["Reason Case Closed"]

Counsel and Advice

Referral

Extended Services

Negotiated Settlement without Litigation

Negotiated Settlement with Litigation

Trial Court Decision

Appellate Court Decision

Administrative Appeal - Case Settled

Administrative Appeal Decision

Client Withdrew

Insufficient Merit to Proceed

Change in Eligibility Status

Outcomes for Clients Totals

Avoided Foreclosure

Delayed Foreclosure

Obtained Federal Bankruptcy Protection

Overcame Illegal Contracts

Preserved Client's Equity in Home

Prevented Homelessness

Loan Modifications Obtained

Post-Foreclosure Advice Given

Client Demographics Totals

Clients (contacts)

Household Members Benefited

Geographic Distribution by County/Town

Seniors (age 60+)

Veterans

Quarterly reports of expenditures

Timekeeping data (total time spent) for all staff who work on this project to the quarter hour

FORECLOSURE SETTLEMENT PROJECT DETAIL BUDGET NEW HAMPSHIRE LEGAL ASSISTANCE

		Year 2	Year 3	Total 2 Years
<u>Salaries</u>		,		
Senior Attorney	1.0 FTE	78,783	82,877	161,660
Attorney	1.0 FTE	64,076	67,770	131,846
Attorney	1.0 FTE	57,183	60,005	117,188
Paralegal	1.0 FTE	48,513	51,121	99,634
Legal Secretary	1.0 FTE	45,911	48,172	94,083
Partial Administrative		<u>25,000</u>	25,000	50,000
sub-total		319,466	334,945	654,411
<u>Benefits</u>		•		
FICA		24,439	25,623	50,062
Unemployment Insurance		1,890	1,890	3,780
Health Insurance		52,336	60,187	112,523
Dental Insurance	,	5,541	5,818	11,359
Life & Disability Insurance		1,501	1,574	3,075
Workers Compensation		1,661	1,742	3,403
Retirement Contribution		<u>15,973</u>	16,747	32,720
sub-total		103,341	113,581	216,922
Non-personnel				
Includes: Occupancy, Office Supplies & Experiment Rental & Maintenance, Telephon Training, Meetings, Insurance, Fees & Bar du Litigation Expenses, Local Travel, and Miscell	e & Data, es, Other Dues;			
Time Set Up Expenses		<u>95,711</u>	101,435	<u>197,146</u>
TOTAL		518,518	549,961	1,068,479



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

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_	GENERAL LIABILITY				1		1	EACH OCCURREN	CE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY				1			DAMAGE TO RENT PREMISES (Ea occ	ED (ED	\$	300,000
Α	CLAIMS-MADE X OCCUR			онv959625300		7/1/2012	7/1/2013	MED EXP (Any one	- 1	\$	5,000
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	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COM	P/OP AGG	\$	2,000,000
	X POLICY PRO- LOC	l			;					\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	s	
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	ALLOWNED SCHEDULED AUTOS							BODILY INJURY (Pe		\$	
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	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA	EMPLOYEE	\$	
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NEW HAMPSHIRE LEGAL ASSISTANCE

February 1, 2013 April 30, 2013

NARRATIVE

Introduction

This is the second quarterly report from New Hampshire Legal Assistance (NHLA) outlining its activities as part of the Foreclosure Relief Project (FRP) from February 1, 2013 through April 30, 2013. The FRP is a collaboration among three legal services programs – NHLA, the Legal Advice and Referral Program (LARC) and the New Hampshire Bar's Pro Bono Referral Program (Pro Bono) – to provide legal services to homeowners experiencing the negative effects of the housing crisis. Thanks to funding from the NH Department of Justice, NHLA and the FRP as a whole have been able to represent or assist homeowners who are at risk of losing their homes due to foreclosure, combat unfair or deceptive practices by brokers, lenders and servicers, and assist some homeowners in transitioning to new housing.

Staffing

NHLA's FRP is staffed as follows. Project Director Attorney Stephanie Bray heads up the project. NHLA hired Staff Attorney Dennis Labbe to work full-time on the project. Brenda Turgeon has been designated as the project's Secretary. Six additional attorneys and one paralegal are also designated to work on this project.

For this reporting period, the NHLA FRP as a whole has performed 1084.70 hours of work, including both direct client representation and organizational work. This number represents a 71% increase over the number of hours performed during the first reporting period. It is expected to increase as the FRP is more widely publicized.

Project Update

In the initial reporting period, NHLA, LARC and Pro Bono conducted several organizational meetings, to efficiently allocate resources and participant functions, and to develop a client-friendly intake system. On January 18, 2013, the project initiated biweekly case review conference calls, to discuss and place new cases as appropriate. Informal inter-organizational meetings are still convened on an as-needed basis, to discuss issues facing the FRP generally, and to ensure that intakes are handled smoothly and efficiently among the three organizations.

On March 20, 2013, representatives from all three FRP organizations, along with Attorney General Michael Delaney and others from the New Hampshire Department of Justice, presented a full-day training to New Hampshire lawyers entitled "Legal

Essentials for Representing Homeowners in Crisis." The training introduced lawyers to the structure of mortgage financing and servicing, and shared strategies for successful court challenges to foreclosure.

On April 17, 2013, representatives from all three FRP organizations, Attorney General Delaney and attorneys from the New Hampshire Department of Justice, and representatives from NH Housing all attended a meeting of the Governor and Executive Council. At the meeting, participants updated Governor Hassan and the Council on current foreclosure activity and statistics in New Hampshire, on claims filed on behalf of New Hampshire residents through the national mortgage settlement, and on the work of the FRP.

On May 1, 2013, representatives from all three FRP organizations attended an information sharing session with representatives from NH Housing and several housing counselors. Participants in this informal exchange discussed methods to publicize the FRP; recent trends in mortgage servicing; and effective strategies for pursuing modifications. The session helped to strengthen each participant's understanding of each other's roles in the FRP. A second session is tentatively scheduled for June 25, 2013.

NHLA continues to field new inquiries and referrals from LARC, from housing counselors, from the Banking Department, and from the public directly.

Statistics

NHLA has handled 35 intakes during this reporting period. These represent contacts from clients in 27 cities and towns, in nine of New Hampshire's ten counties. Seven of the intakes involved seniors. Three clients identified themselves as veterans.

Of these 35 intakes, five are currently pending in court, and another four are in active negotiations with the lenders. The nature of Superior Court litigation, and of negotiation with large institutions, means that NHLA's involvement in litigated cases extends beyond a three-month reporting period. Therefore, many of the cases where NHLA's representation avoids foreclosure or assists in obtaining a modification, including the three cases reported below, are reported under "Case Dispositions - Open" rather than "Case Dispositions - Closed." Please refer to Attachment A for a complete chart of the relevant reporting and accountability measures.

CASE DESCRIPTIONS

Here are a few examples of how the FRP has assisted homeowners facing foreclosure during this quarter. All descriptions are of actual cases, with client names changed.

A. John Hamilton

Mr. Hamilton lives in Loudon with his wife and six children. He has two mortgages on his home with Wells Fargo. Mr. Hamilton started to fall behind on the payments in October, 2012, when his work hours were reduced.

Mr. Hamilton was proactive, and tried to obtain a loan modification with Wells Fargo. Wells Fargo kept sending him one request after another for forms, pay stubs, tax returns, and so on. Every time, Mr. Hamilton responded with the requested documents as quickly as he could. Still, in April 2013, Wells Fargo announced that it was closing Mr. Hamilton's file for "noncompliance with requests for documentation."

Meanwhile, Mr. Hamilton got a foreclosure notice. As a last resort, Mr. Hamilton borrowed from his 401(k) account and prepared to have \$20,000 in available cash, just in case he had to pay off the entire arrears at once, to save his home. When the time for this action arrived, Mr. Hamilton couldn't even get an answer to the simple question "how much do I have to pay to get current?" He got a letter stating a payoff amount — along with numerous disclaimers and warnings that the amount might increase. Mr. Hamilton was terrified that he would turn over all the money he had to cure the arrears, only to find out the amount was incorrect and Wells Fargo would foreclose anyway.

Mr. Hamilton called LARC. A LARC attorney helped Mr. Hamilton file a petition and obtain a TRO to stop the foreclosure. The LARC attorney even called the bank's lawyers to get a reliable payoff figure, but had no more success in getting a definitive number than had Mr. Hamilton.

Mr. Hamilton's preliminary injunction hearing was scheduled for Monday, May 6, 2013. NHLA attorneys Dennis Labbe and Elliott Berry worked through the prior weekend to meet with Mr. Hamilton, amend and flesh out the emergency petition, and prepare a memorandum of law and a hearing outline.

After the hearing, the Court issued an order requiring Wells Fargo to tell Mr. Hamilton if his modification application was complete, and then to tell Mr. Hamilton its decision on that application. The Court enjoined the foreclosure until the modification had a chance to proceed.

B. Serena Doherty

Serena Doherty lives in a home that she inherited from her mother. When she inherited the home in 2008, she took out a small equity loan from Citizens Bank to pay off back taxes and funeral expenses. About a year later, Ms. Doherty took out a line of credit, also from Citizens. Ms. Doherty was laid off in 2011, and remained out of work for over a year. After exhausting all her funds, she started to fall behind on the equity loan.

Ms. Doherty's monthly payment on the equity loan is only \$217, and the total debt on the house is only about \$45,000. But Ms. Doherty kept getting monthly statements showing ballooning "servicing fees," "bank fees" and "attorney fees," making it impossible for Ms. Doherty to get back on track, even with her very modest mortgage. Eventually, Ms. Doherty received a foreclosure notice.

Ms. Doherty was referred to LARC by her housing counselor at The Way Home. A LARC attorney tried to negotiate with counsel for the bank, with no success. NHLA got involved, and filed a petition for TRO and injunction, alleging that the mounting fees were excessive and unreasonable, not allowed by the mortgage, and inconsistent with good faith and fair dealing.

The Court granted the temporary restraining order. Shortly after that, the bank sent Ms. Doherty a "Loss Mitigation/Loan Modification package" that would allow Ms. Doherty to recast the equity loan, to make up the modest arrears in future payments. Also, Ms. Doherty got word that her hours are being expanded at her new job. Ms. Doherty is making her monthly payments, and working with her housing counselor in the hopes of obtaining a permanent modification.

C. Emily Gagne

Emily Gagne bought her home in Allenstown in 2008, with a mortgage from SunTrust Mortgage. Her loan was modified once, in 2010, when there was an interruption in her alimony payments. She kept up with the modified mortgage payments for almost two years. Then, Ms. Gagne developed health problems that forced her to stop working in 2012. She couldn't keep up with even the modified payments, and in January, 2013, she got a notice that her home would be foreclosed on March 1, 2013.

Ms. Gagne had started the process for a second modification, and she got some good news in February, 2013. She was approved for Social Security benefits, starting in March, 2013. The increased income meant that her modification application was more likely to be approved. SunTrust, however, turned a deaf ear to this new information and refused to postpone the foreclosure scheduled for March 1.

However, Ms. Gagne's loan was insured by the Federal Housing Administration. This meant that SunTrust is required, by federal regulation, to consider all loss mitigation options before proceeding with foreclosure. The regulations were included as part of the language of the mortgage itself, so that Ms. Gagne had the right to insist that SunTrust comply.

Dennis Labbe and Stephanie Bray from NHLA filed a petition in Superior Court and obtained a TRO stopping the foreclosure. A few days later, they and bank counsel filed a joint motion to postpone the injunction hearing, "to allow the parties to talk." Since then, Ms. Gagne has been approved for a trial payment plan, and the lawsuit is on hold (with the TRO in place) in the hopes that Ms. Gagne will qualify for a permanent modification that will allow her to afford her home.

CONCLUSION

We are grateful to the New Hampshire Department of Justice for providing us with the funding that allows us to perform this important work.

NEW HAMPSHIRE LEGAL ASSISTANCE Foreclosure Relief Project Outcomes - February 1, 2013 to April 30, 2013 Attachment A

Case Dispositions - Open	Cases	People Helped (This number includes the client and family members.)
Currently Pending	12	36
TOTAL	12	36

Case Dispositions - Closed	Cases	People Helped (This number includes the client and family members.)
Counsel and Advice	6	18
Extended Services	1	2
Administrative Appeal-Case Settled	0	0
Administrative Appeal-Decision	; 0	0
Negotiated Settlement (with Litigation)	0	0
Negotiated Settlement (without Litigation)	0	. 0
Trial Court Decision	1	7
Appellate Court Decision	0 .	0
Other	0	0
Insufficient Merit to Proceed	6	21
Change in Eligibility Status	1	2
Client Withdrew, Did Not Return	- , 0	0
Referred to Catholic Charities	· 0	0
Referred to LARC	0	0
Referred to Private Bar	2	3
Referred to Pro Bono	6	11
TOTAL	23	64

Outcome for Clients (Closed cases only.)	Cases	People Helped (This number includes the client and family members.)
Advice, brief services or referral on a housing matter	18	53
Avoided foreclosure or other loss of home	1	7
Case accepted by Pro Bono for representation	3	3
Delayed foreclosure	0	0
Loan modifications obtained	0	0
No Main Benefit	0	0
Obtained federal bankruptcy protection	: 0	0
Obtained property tax deferral	0	. 0
Overcame illegal sales contracts and/or warranties	, o	. 0
Post-foreclosure advice given	1	11
Preserved client's equity in home	. 0	0
Prevented homelessness	- O	0
TOTAL	23	64

NEW HAMPSHIRE LEGAL ASSISTANCE Foreclosure Relief Project Client Demographics - February 1, 2013 to April 30, 2013 Attachment A

Geographic Location of Clients

County	Clients
Belknap	3
Carroll	1
Cheshire	1 ;
Coos	0
Grafton	2
Hillsborough	11
Merrimack	6
Rockingham	9 .
Strafford	2
Sullivan	0
TOTAL	35

Town	Clients
Barrington	1
Center Barnstead	1
Chichester	1 :
Concord	1
Danville	1
Derry	2 :
Enfield	1
Exeter	1 .
Goffstown	1 ;
Hillsboro	2
Loudon	2
Manchester	1
Meredith	1
Merrimack	2
Milford	2
Nashua	2
New Ipswich	1
Newton	2
Pike	1
Rindge	. 1
Salisbury	1
Sanbornville	1
Strafford	1
Stratham	2 is
Suncook	1
Tilton	1 ,
Windham	1
TOTAL	35

NEW HAMPSHIRE LEGAL ASSISTANCE Foreclosure Relief Project Client Demographics - February 1, 2013 to April 30, 2013 Attachment A

Client Demographics

	Age of Client at Intake	Number of Clients
	18-29 🛚	0
Non-Seniors	30-39	4
Non-Seniors	40-49	10
	50-59	14
Seniors	60-69	3
	70-79	3
	80+	1
	Subtotal - Non-Seniors	28
**	Subtotal - Seniors	7
	TOTAL	35

Veteran Status	Number of Clients
Yes	1 ;
No	4
N/A	30
TOTAL	35

GENERAL PROVISIONS

1. Identification and Definitions.

1. Identification and D	ennuons.	{·			
1.1. State Agency Na New Hampshire Depart		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301			
1.3. Grantee Name Legal Advice Referral	Center	1.4. Grantee Address 44 South Main Street Concord, NH 03301			
1.5. Effective Date 9/19/13	1.6 Completion Date 9/18/15	1.7. Audit Date n/a	1.8. Grant Limitation \$788,387.00		
1.9. Grant Officer for James T. Boffetti Sr. Asst. Attorney Gen Chief of Consumer Pro Bureau	eral or his successor	1.10. State Agency Telephone No. 603-271-3643			
1.11. Grantee Signature 1.12. Name & Title of Grantee Signor Connie L. Rakowsky, Executive Director					
known to me (or satis	ned officer, personally a factorily proven) to be t	ppeared the person ider	s signed in block 1.12., and		
	otary Public or Justice	of the Peace			
~ . 1	le of Notary Public or Ju		MCE Dec 20,2015		
1.14) State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Rosemary Faretra, Director of Administration					
1.16. Approval by At	4				
By . &) [] ,_t	Issocrate Attorn	ney General, On: 5/2 2/1		

- EFFECTIVE DATE; COMPLETION OF PROJECT.
- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 4. GRANT AMOUNT: MANNER OF PAYMENT: LIMITATIONS.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
- SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.
- 6. <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS</u>. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
- RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- PERSONNEL.
- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C..

- 10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. 'treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4 Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
- 16. .INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the

- Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17. INSURANCE AND BOND.
- 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
- 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
- 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
- 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
- THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A SCOPE OF WORK

A. Housing Preservation - Preventing Foreclosures

The Legal Advice and Referral Center (LARC), working in conjunction with New Hampshire Bar Association Legal Services (NHBA) and New Hampshire Legal Assistance (NHLA), will employ a variety of approaches to assist New Hampshire residents who are facing foreclosure, including:

- Exploring responsible refinancing options, including reverse mortgages, if appropriate, and short quick sales to preserve equity;
- Pursuing Chapter 13 bankruptcies when appropriate to preserve the clients' housing;
- Initiating litigation on meritorious claims involving loan origination, loan servicing, title and recording errors, and improper foreclosure, with the primary goals of enjoining foreclosure sales and addressing unlawful and unjust practices;
- Whenever possible, identifying and addressing systemic and harmful lending, servicing, and collection practices;
- NHLA will handle emergency cases for eligible clients whose cases have merit, subject to resource limits.
- If no legal option exists to stop a foreclosure sale, discussing the eviction process and timeline, including "cash for keys" agreements;
- Providing advice and counsel about post-foreclosure-sale "deficiencies" including advice about tax
 implications of negotiating a discharge of the deficiency and the filing of Chapter 7 bankruptcies in
 order to have the unsecured deficiency debt discharged. As, appropriate, Chapter 7 bankruptcies
 will be handled by NHBA, which coordinates a panel of volunteer attorneys to assist with this kind
 of bankruptcy.

All components of this project will be done in collaboration with HUD-certified housing counselors and the New Hampshire Department of Justice.

B. Helping the Victims of Past Foreclosures

LARC, working in conjunction with NHLA and NHBA, will help victims of past foreclosures.

- Clients who have been victims of foreclosure by one of the five signatory banks to the National Foreclosure Settlement Agreement will be referred to the New Hampshire Department of Justice for potential payment under the National Mortgage Settlement;
- On a limited basis, NHLA will pursue claims on behalf of foreclosure victims based on claims concerning loan origination/appraisals, loan servicing, and/or improper authority to foreclose;

- Because NHLA will be primarily focused on preventing foreclosures as described above, and subject to resource and income limitations, NHLA and LARC will coordinate with NHBA for possible referral of some cases to a private, reduced fee or pro bono attorney;
- LARC will also provide advice to foreclosure victims about these potential claims when other services are unavailable.

LARC services will be targeted to clients with limited means but LARC will serve clients at higher income levels in exceptional cases.

All three programs will work with stakeholders to identify and challenge systemic unlawful practices that impacted recent victims of foreclosure in New Hampshire. When possible, the programs will coordinate with experienced private attorneys on these cases, particularly where the potential for money damages may leverage private attorney involvement.

C. LARC to Serve as Primary Point of Entry

LARC will hire advocates to staff a legal clearinghouse to assess whether a client's case should be handled by a legal provider or housing counselor and then refer the matter to the appropriate provider. In building the foreclosure clearinghouse, LARC will add to its current infrastructure and expertise in handling a high volume of intake. The lawyers and paralegals added with this funding will have extensive expertise in the foreclosure/bankruptcy area, including current federal and state court experience. Direct referrals to NHBA's Lawyer Referral Service will be made for clients with income in excess of 350% of poverty. A panel of private practitioners providing unbundled services with title, lien viability and registry expertise, federal income tax (discharge of indebtedness), business law (for failed businesses guaranteed by personal residences in foreclosure), truth-in-lending law knowledge and foreclosure-remedies law expertise will be helpful to support the volunteer lawyers handling loan modifications and to support the NHLA lawyers handling full-service cases.

EXHIBIT B PAYMENT SCHEDULE

Project activities will take place over a 24-month period, beginning on the date 12 months after the original grant was approved. DOJ shall disburse the funds annually, as specified in Exhibit B-1. LARC shall deposit the funds in accordance with New Hampshire law and appropriate the funds annually in accordance with its budget proposal, attached as Exhibit B-1. The funds are to be appropriated as follows: \$386,878 in the first year and \$401,509 in the third year.

LARC will submit quarterly reports, in conjunction with NHLA and NHBA, to the Grant Officer at the DOJ. The first quarterly report shall be filed three (3) months from the date of fund disbursement, with subsequent reports due every three months thereafter. The reports shall contain detailed accounts of the expenditure of funds, measure outcomes, and the remaining balance of the funds, in accordance with the Reporting/Accountability Measures (see Exhibit B-2).

Any unspent funds remaining at the end of the 24-month period shall either be returned to DOJ or retained by LARC for such uses as approved by DOJ.

EXHIBIT B-2

Legal Advice and Referral Center Reporting/Accountability Measures

The Legal Advice and Referral Center (LARC) will provide the following data and information to the New Hampshire Department of Justice each quarter:

Case Disposition Totals ["Reason Case Closed"]

Counsel and Advice

Referral

Brief Services (letter-writing, phone calls, etc.)

Extended Services

Negotiated Settlement without Litigation Negotiated Settlement with Litigation Court Decision Administrative Appeal – Case Settled Administrative Appeal Decision Client Withdrew Insufficient Merit to Proceed

Outcomes for Clients Totals

Avoided Foreclosure
Delayed Foreclosure
Obtained Federal Bankruptcy Protection
Overcame Illegal Contracts
Preserved Client's Equity in Home
Prevented Homelessness
Loan Modifications Obtained
Post-Foreclosure Advice Given

Client Demographics Totals

Clients (contacts)
Household Members Benefited
Geographic Distribution by County/Town
Seniors (age 60+)
Veterans

Quarterly reports of expenditures

Timekeeping data (total time spent) for all staff who work on this project to the quarter hour

EXHIBIT C

The provisions of Sections 7.2 and 9.2 above do not apply to attorney/client files and records protected as confidential under the NH Supreme Court Rules of Professional Conduct. DOJ shall only terminate this Agreement by an Event of Default by Grantee. Any one or more of the following shall constitute an event of default:

- 1) failure to perform the project satisfactorily or on schedule;
- 2) failure to submit any report required hereunder;
- 3) failure to maintain, or permit access to, the records required hereunder; or
- 4) failure to perform any of the other covenants and conditions of this Agreement.

See Sections 11.1 – 11.2.4. Section 12.4 shall not be in effect. No termination of this Agreement shall affect either party's outstanding obligations under this Agreement prior to any termination. In the event the Agreement is terminated, LARC will be allowed to retain funds sufficient to fulfill its responsibilities to those clients whose cases are still active and unresolved as of the date of the termination. In the event of termination, all other unspent funds, including those appropriated for future years, shall be returned to DOJ.

An oversight committee will be established to oversee the grant and evaluate performance and decide on program changes as warranted. The committee shall consist of the following people or his/her designee: the attorney general, the executive director of NHLA, the executive director of LARC, and the director of NHBA Legal Services. It shall meet at least twice a year. The committee shall be respectful of and not invade the attorney/client privilege between LARC attorneys and their clients.

FORECLOSURE SETTLEMENT PROJECT DETAIL BUDGET

	<u>\$1</u>	Year 2	Year 3	Total 2 Years
gal Advice & Referral Center	i			-
<u>Salaries</u>			•	
Senior Attorney	1.0 FTE	74,160	76,385	150,545
Attorney	1.0 FTE	55,620	57,289	112,909
Attorney	1.0 FTE	55,620	57,289	112,909
Intake	1.0 FTE	36,050	37,132	73,182
Partial Administrative		<u>10,000</u>	<u>10,000</u>	<u>20,000</u>
sub-total	1	231,450	238,095	469,545
<u>Benefits</u>	i			
FICA		17,706	18,214	35,920
Unemployment Insurance	i .	3,000	3,000	6,000
Health Insurance		44,517	46,998	91,515
Life & Disability Insurance		2,220	2,340	4,560
Workers Compensation		1,035	1,056	2,091
Retirement Contribution	K 1	<u>11,572</u>	<u>11,905</u>	<u>23,477</u>
sub-total		80,050	83,513	163,563
Non-personnel				
Includes: Occupancy, Office Supplies & Exp Equipment Rental & Maintenance, Telepho Training, Meetings, Insurance, Fees & Bar o	one & Data,			
Litigation Expenses, Local Travel, and Misco				
Time Set Up Expenses	1	<u>75,378</u>	<u>79,901</u>	<u>155,279</u>
sub-total		75,378	79,901	155,279
Grand Total Legal Advice & Referr	al Center	386,878	401,509	788,387



COVERAGES

CERTIFICATE OF LIABILITY INSURANCE

ASW R001

REVISION NUMBER:

DATE (MM/DD/YYYY) 05-22-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:				
USI INSURANCE SERVICES LLC/PHS	PHONE (A/C, No, Ext): (866,) 467-8730 FAX (A/C, No): (800)308-5459			
	E-MAIL ADDRESS:				
301 WOODS PARK DRIVE CLINTON NY 13323	INSURER(S) AFFORDING COVERAGE	NAIC #			
CHINION / NI 13323	INSURER A: Hartford Casualty Ins Co	29424			
INSURED	INSURER B: Hartford Fire Ins Co	19682			
	INSURER C:				
LEGAL ADVICE & REFERRAL CENTER	INSURER D :				
48 S MAIN ST CONCORD NH 03301	INSURER E :				
CONCORD INIT 03301	INSURER F:				

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

CERTIFICATE NUMBER:

CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,								
INSR LTR	CLUSIONS AND CONDITIONS OF SUCH		CIES. SUBR WVD		EN REDUCED BY POLICY EFF (MM/DD/YYYY)	PAID CLAIMS. POLICY EXP (MM/DD/YYYY)	LIMIT	<u> </u>
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X General Liab GEN'L AGGREGATE LIMIT APPLIES PER:			04 SBA EQ5895	\$450 · · · · · · · · · · · · · · · · · · ·		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 300,000 \$ 10,000 \$ 2,000,000 \$ 4,000,000 \$ 4,000,000
	POLICY PROJECT X LOC	-			*		COMBINED SINGLE LIMIT	\$ 2,000,000
					ř.		(Ea accident) BODILY INJURY (Per person)	\$
_	ANY AUTO					02/21/2014	BODILY INJURY (Per person) BODILY INJURY (Per accident)	\$
A	ALL OWNED SCHEDULED AUTOS X HIRED AUTOS Y NON-OWNED			04 SBA EQ5895	02/21/2013		PROPERTY DAMAGE (Per accident)	\$
	AUTOS			1			\$	
	UMBRELLA LIAB OCCUR				ŕ		EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MAD			1	;		AGGREGATE	\$
	DED RETENTION \$.	7						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		04 WEC NJ8891	02/21/2013	02/21/2014	X WC STATU- OTH- ELL EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$ 100,000 \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	/			5		E.L. DISEASE - POLICY LIMIT	\$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
Th	ose usual to the In	sur 	red	's Operations.			·	
CEF	CERTIFICATE HOLDER CANCELLATION							

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED

BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE

aellor

DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

33 CAPITOL ST

CONCORD, NH 03301

Chief of Consumer Protection and

Justice James T. Boffetti

AntiTrust Bureau NH Department of

AUTHORIZED REPRESENTATIVE









May 21, 2014

HAND DELIVERED AND DELIVERED ELECTRONICALLY

James Boffetti NH Department of Justice 26 Capitol Street Concord, NH 03301

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RE: Foreclosure Relief Project Second Quarter Report for the period February 1-April 30, 2013

Dear Jim:

I attach LARC's second quarter report covering the period between February 1-April 30, 2013. There is much good news to report with a decided increase in success stories and people helped. The report includes case data, financial reporting and clients stories.

Thank you to the Department of Justice and the Governor and Council for the opportunity to do this work and help so many people.

Please don't hesitate to call in the event that you have any questions or comments.

Sincere

Connie L. Rakowsky

Executive Director









LEGAL ADVICE AND REFERRAL CENTER (LARC)

Foreclosure Relief Project Report Narrative February 1, 2013-April 30, 2013

Introduction.

This is the second quarterly report from Legal Advice and Referral Center (LARC) summarizing the activities for the period between February 1, 2013 through April 30, 2013 as the initial legal services provider under the Foreclosure Relief Project. At LARC our triage services include successfully guiding self represented litigants to stop their foreclosures with a court order, educating clients about their rights, referring clients to Housing Counselors and to our colleagues at NH Legal Assistance and the Bar Association Programs.

Two and one-half times (2-1/2) more clients received services during the second quarter as compared to the first start-up quarter. LARC has helped more than 167 individuals with foreclosure problems, benefitting 442 clients and their families in an extraordinarily cost effective program. 40% of the clients were referred to housing counselors which is a number we expect to be larger in our next report because the current quarter was a start up period for housing counselors.

The Work.

203 people applied for services during the reporting period. This is a 60% increase over the prior start up period. 82% of those that applied received some form of services and/or referral to a partner program; the difference between the total number of callers and those not assisted consists of people that withdrew, did not return calls, those that were already represented by counsel or people we could not reach despite best efforts. Those who applied and had conflicts of interest received a referral to the program best situated to help the caller.

LARC lawyers prepared 23 applications for a Temporary Restraining Order during the reporting period, a process which takes many hours of counsel and advice to understand the facts, read documents, prepare the client, research the law and sometimes the title, prepare the pleadings and advise the clients on serving the orders on the banks. Often the clients call with an inadequate amount of time to prepare for the hearing, nevertheless the clients won their cases every time¹ of the outcomes about which we are aware. When clients win the Restraining Order

¹ LARC includes cases in which the clients obtained additional time, even if the sale is rescheduled because stopping the foreclosure machinery from its automated process grabs the attention of the Bank and tees the matter up for a negotiated outcome. We are in the process of calling back the clients who did not report their outcomes back to LARC to improve our reporting data.

Hearing it gives the clients leverage to work out a negotiated loan modification, graceful exit or it positively positions the client for further litigation.

It is premature to report on outcomes this early in the grant as most cases do not have a final resolution as of April 30th. We expect to report on more outcomes in the next quarterly report.

Hours Spent on Foreclosure Work. LARC staff spent 1696 hours on foreclosure matters during the reporting period. This calculation was based upon staff inputting their time into our case management system for case work, planning, administrative, and coordination work. Please advise if you would like further breakdown of this time commitment.

A sampling of cases follows.

(Rockingham County) 13-0061783 — Foreclosure Stopped and Loan Modification Granted on Home Lived in for 28 Years.

Client received a postponement of a scheduled foreclosure sale with the help of a housing counselor. Client was more than one year behind in her mortgage payments due to lowered job income; mortgage modification was approved and client is back on track. Client called and said she could not be happier with the pairing of LARC and a housing counselor to save her home. She raised nine children in that home and has lived there for 28 years. The home was originally built with logs she and her husband cut down to build the home. The home burned, but they rebuilt. Unfortunately, the marriage fell apart, but Client is able to stay on with the loan modification.

(Merrimack County) 13-0063597 Family with 6 kids Saves Home with Help of LARC.

This client called on the eve of the foreclosure sale, family of EIGHT, husband, wife and children who desperately needed help in saving the home. Client was going to cash in pension to pay the mortgage arrears. Client fell into arrears while working in the construction industry when things were slow; work has picked up and Client can now stay current on the mortgage. Mortgagee's counsel (Harmon Law Firm) would not give Client a straight answer on a pay off figure to stop the foreclosure and client was frightened that pension would be paid to cure the arrears and it would not be enough to save the house. LARC intervened, contacted Harmon Law and got the same run-around. LARC drafted and filed Temporary Restraining Order documents. Client could only be reached while on the road trying to get work, during lunch and in the evening to work on the TRO.

Court Ordered a stop to the foreclosure sale, entering the Order that LARC drafted, that the mortgagee give a definitive payoff figure, and consider the client for a loan modification. Client and his wife are eternally grateful to the help of LARC in their time of need, to drop everything to help save the home for the stability of this family of eight. At the preliminary hearing NHLA successfully argued to stop the foreclosure.

(Hillsborough County) 13-006274 LARC's Temporary Restraining Order Yields Foreclosure Sale Stay to Permit Loan Modification Application

Client is a single woman who broke her leg and thus lost time at work where she sells cars. She got behind in her mortgage payments and the lender noticed a foreclosure sale. LARC prepared Temporary Restraining Order pleadings and legal support which was filed and the client handled

Page 3 May 21, 2013

the hearing herself. The Court process caused the lender to agree to postpone the sale long enough for her to apply for a loan modification. LARC paired her with a housing counselor to aid her in the loan modification process. We are awaiting the outcome of the loan modification application.

(Grafton County) 13-0062011 Foreclosure Sale Stayed While LARC Connected Disabled Clients with Support Services for a Graceful Exit

Client is developmentally disabled as is the spouse and child of client. Client cannot read very well and has been living in the house in a rural community since 1998 with a subsidized mortgage through USDA Rural Development. Client fell behind on mortgage payments because client is unable to work and the only income in the house comes from SSDI for all three people in the house. They had received a number of acceleration notices and have had a difficult time navigating the various complexities of the type of loan. The loan terms require many opportunities to re-amortize any past due payments and will also give her a subsidy that will keep the mortgage payment low. LARC persuaded Rural Development to stave off the foreclosure in order to buy time for this family to work with our partner organizations. Part of the problem for this family is that they don't have long distance phone calling capability. Through our toll free number we have been able to remain in contact with the client and the other resources.

Housing Counselors have acted as a liaison to various support groups, especially subsidized rent vouchers for housing to avoid homelessness. Another social services agency has provided face to face services for this family due to their limited abilities. Also, Senator Shaheen's office has provided a person to visit with this family to assist with coordination efforts. LARC has been providing legal advice and support to all the resources involved so that they understand what is possible legally for this family. Client is currently awaiting placement into subsidized rental and LARC is in continued communications with Rural Development.

I attach the financial report and case data for the period. Please advise if there are any questions or comments respecting this report.

We are grateful for the opportunity to help borrowers resolve foreclosure problems through this grant and appreciate the trust that has been placed in our program. Please advise whether or not there are any questions about the contents of this report or any other matter.

May 21, 2013

Connie L. Rakowsky

Executive Director, Legal Advice and Referral Center

603-224-3333 x 603

www.nhlegalaid.org

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LARC FORECLOSURE RELIEF PROJECT Cases and Outcomes - Feb 1, 2013 to April 30, 2013

Attachment A

Total Cases Opened During the Period	Cases	People Helped (This number includes the client and family members)
Total callers	203	
Total cases opened	167	442
TOTAL Fielded Calls	203	442

Case Dispositions of Total Cases	Cases	People Helped (This number includes the client and family members)
Counsel and Advice	29	see totals
Counsel & Advice & Referrals	93	see totals
Brief Services	6	see totals
Brief Services & Referrals	10	see totals
Referral Only	, 18	
Extended Services	, O	0
Rejected Referral (Conflicts of Interest	, 11	0
or outside priorities, e.g. caller did not have a mortg	age)	
Administrative Appeal-Case Settled	i O	0
Administrative Appeal-Decision	; O	0
Negotiated Settlement (with Litigation)	0	0
Negotiated Settlement (without Litigation)	l: O	0
Trial Court Decision	; o	0
Appellate Court Decision	0	0
Other	, o	0
Insufficient Merit to Proceed	0	0
No Assistance: Client Withdrew, Did Not	- ;	
Return/Applicant had Counsel/Could Not Reach		
Applicant	36	0
TOTAL	203	
		Note that often referrals are made to Housing Counselors and Legal Services providers
REFERRALS	!, 11	simultaneously
Housing Counselors	62	,
Referred to NHLA	26	

Referred to Private Bar	66	
Referred to Pro Bono Program	8	
TOTAL	162	

Outcome for Clients (closed cases only)	Cases	People Helped (This number includes the client and family members)
Cases will be closed and outcomes reported for next		
quarterly report		
Advice, brief services or referral	0	0
Avoided foreclosure or other loss of home		
Delayed foreclosure	0	. 0
Loan modification obtained	0	0
Obtained federal bankruptcy protection	0	0
Overcame illegal contracts	0	0
Post-forclosure advice given	0	0
Preserved clients equity in home	0	0
prevented homelessness	0	0
Other	0	0
TOTAL	0	0

Client Demographics	Cases
Clients	167
Household members benefitted-all	442
Seniors	48
Veterans	33
TOTAL	523

203 total callers less 36 No assistance Actual total clients + Hshold membrs

LARC Foreclosure Relief Project Client Demographics - Feb 1, 2013 to April 30, 2013 Attachment A

Geographic Location of Clients

County	Clients		
Belknap	9		
Carroll	8		
Cheshire	7		
Coos	4		
Grafton	8		
Hillsborough	60		
Merrimack	16		

Rockingham	36
Strafford	10
Sullivan	5
Out of State/Unknown	. 40
TOTAL	203

Legal Advice & Referral Center Revenue & Expenses - DOJ FY13 Foreclosure

November 8, 2012 through April 30, 2013

	FY13 Foreclosure (DOJ)
Expense	
Salaries	81,610
Employer Payroll Taxes	7,411
Employee Benefits	10,843
Occupancy	4,631
Office Expenses	5,726
Communication	2,007
Library	240
Meetings	146
Travel & Entertainment	49
Insurance Expense	325
Contract Services	4,196
Other Expenses	91
Total Expense	117,275

Note: for April there will be additional expenses of approximately \$1,500 for Indirect Costs that will be allocated on June 30.

GENERAL PROVISIONS

1. Identification and Definitions.

1. Identification and D	efinitions.	<u> </u>	
1.1. State Agency Na New Hampshire Depart		1.2. State Agency A 33 Capitol Street, Co	
1.3. Grantee Name New Hampshire Bar A Services	Association Legal	1.4. Grantee Addres 2 Pillsbury Street, Su Concord, NH 03301	
1.5. Effective Date 9/19/13	1.6 Completion Date 9/18/15	1.7. Audit Date n/a	1.8. Grant Limitation \$516,259.00
1.9. Grant Officer for James T. Boffetti Sr. Asst. Attorney Gen Chief of Consumer Pro Bureau	eral or his successor	1.10. State Agency T 603-271-3643	elephone No.
1.11. Grantee Signat	ure	1.12. Name & Title	of Grantee Signor
Vigeria		1 '	BA Legal Services Director
known to me (or satis	ned officer, personally ap	ppeared the person ide he person whose name	is signed in block 1.12., and
1.13.1 Signature of N	otary Public or Justice o	f the Peace	
(Seal) andr	ey Blodgett	H IQTI	OREY BLODGETT ICE OF THE PEACE
1.13.2. Name and Tit	le of Notary Public or Ju	stice of the Peacomm.	OTARY PUBLIC EXPIRES 12/11/2012 2/0/2019
1.14. State Agency Si	gnature(s)		State Agency Signor(s) for of Administration
\ (1000 K 11 11 11 11 11 11 11 11 11 11 11 11 1			
1.16. Approval by At	torney General	1-550 crate Attorne	ey General, On: 5/22/17
1.16. Approval by At	torney General	1-ssociate Attorne	ey General, On: 5/22/13

EFFECTIVE DATE; COMPLETION OF PROJECT.

- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- GRANT AMOUNT: MANNER OF PAYMENT: LIMITATIONS.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
- SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.
- 6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
- RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL
- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA; RETENTION OF DATA; ACCESS
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C..

- 10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4 Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
- 16. .INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the

- Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17. INSURANCE AND BOND.
- 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
- 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
- 20. <u>AMENDMENT</u>. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
- 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
- 22. <u>THIRD PARTIES</u>. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A SCOPE OF WORK

A. Housing Preservation - Preventing Foreclosures

New Hampshire Bar Association Legal Services (NHBA), in conjunction with New Hampshire Legal Assistance (NHLA), and the Legal Advice and Referral Center (LARC) will employ a variety of approaches to assist New Hampshire residents who are facing foreclosure, including:

- Exploring responsible refinancing options, including reverse mortgages, if appropriate, and short quick sales to preserve equity;
- Pursuing Chapter 13 bankruptcies when appropriate to preserve the clients' housing;
- Initiating litigation on meritorious claims involving loan origination, loan servicing, title and recording errors, and improper foreclosure, with the primary goals of enjoining foreclosure sales and addressing unlawful and unjust practices;
- Whenever possible, identifying and addressing systemic and harmful lending, servicing, and collection practices;
- NHLA will handle emergency cases for eligible clients whose cases have merit, subject to resource limits.
- If no legal option exists to stop a foreclosure sale, discussing the eviction process and timeline, including "cash for keys" agreements;
- Providing advice and counsel about post-foreclosure-sale "deficiencies" including advice about tax implications of negotiating a discharge of the deficiency and the filing of Chapter 7 bankruptcies in order to have the unsecured deficiency debt discharged. As, appropriate, Chapter 7 bankruptcies will be handled by NHBA, which coordinates a panel of volunteer attorneys to assist with this kind of bankruptcy.

All components of this project will be done in collaboration with qualified housing counselors and the New Hampshire Department of Justice.

B. Helping the Victims of Past Foreclosures

NHLA, LARC, and NHBA will help victims of past foreclosures, although this will be a lower priority than preventing new foreclosures and preserving homes facing foreclosure:

- Clients who have been victims of foreclosure by one of the five signatory banks will be referred to the New Hampshire Department of Justice for potential payment under the National Mortgage Settlement;
- On a limited basis, NHLA will pursue claims on behalf of foreclosure victims based on claims concerning loan origination/appraisals, loan servicing, and/or improper authority to foreclose;

- Because NHLA will be primarily focused on preventing foreclosures as described above, and subject to resource and income limitations, NHLA will coordinate with NHBA for possible referral of some cases to a private, reduced fee or pro bono attorney;
- LARC will also provide advice to foreclosure victims about these potential claims when other services are unavailable.

All three programs will work with stakeholders to identify and challenge systemic unlawful practices that impacted recent victims of foreclosure in New Hampshire. When possible, the programs will coordinate with experienced private attorneys on these cases, particularly where the potential for money damages may leverage private attorney involvement.

A detailed description of the range of services to be provided by NHBA under this contract, and how those services will be coordinated with the services provided by NHLA and LARC is attached as Exhibit D.

EXHIBIT B PAYMENT SCHEDULE

Project activities will take place over a 24-month period, beginning on the date 12 months after the original grant funding was approved. DOJ shall disburse the funds annually, as specified in Exhibit B-1. The NH Bar Association Legal Services shall deposit the funds in accordance with New Hampshire law and appropriate the funds annually in accordance with its budget proposal, attached as Exhibit B-1. The funds are to be appropriated as follows: \$258,129 in the first year and \$258,130 in the second year.

NHBA will submit quarterly reports, in conjunction with LARC and NHLA, to the Grant Officer at the DOJ. The first quarterly report shall be filed three (3) months from the date of fund disbursement, with subsequent reports due every three months thereafter. The reports shall contain detailed accounts of the expenditure of funds, measure outcomes, and the remaining balance of the funds, in accordance with the Reporting/Accountability Measures (see Exhibit B-2).

Any unspent funds remaining at the end of the 24-month period shall either be returned to DOJ or retained by NHBA for such uses as approved by DOJ.

EXHIBIT B-2

New Hampshire Bar Association Legal Services Reporting/Accountability Measures

The Bar's Legal Services Department will provide quarterly reports, including but not limited to the following information:

Client Demographic Totals:

Clients (contacts)
Household Members Benefited
Geographic Distribution by County/Town
Seniors (age 60+)
Veterans

Clinic Services:

of clinics # of clinic attendees

Development/Oversight of Attorney Resources:

of attorneys trained # of attorneys recruited # of mentoring hours

Other Project:

Hours worked per grant employee Grant funds expended

Case Disposition Totals ["Reason Case Closed"]

Counsel and Advice
Referrals
Brief Services (letter-writing, phone calls, etc.)
Negotiated Settlement without Litigation
Negotiated Settlement with Litigation
Court Decision
Administrative Appeal — Case Settled
Administrative Appeal Decision
Client Withdrew
Insufficient Merit to Proceed

Outcomes for Clients Totals

Avoided Foreclosure Delayed Foreclosure Obtained Federal Bankruptcy Protection/Relief Overcame Illegal Contracts Preserved Client's Equity in Home Prevented Homelessness Loan Modification Obtained Post-Foreclosure Advice Given

EXHIBIT C

The provisions of Sections 7.2 and 9.2 above do not apply to attorney/client files and records protected as confidential under the NH Supreme Court Rules of Professional Conduct. DOJ shall only terminate this Agreement by an Event of Default by Grantee. Any one or more of the following shall constitute an event of default:

- 1) failure to perform the project satisfactorily or on schedule;
- 2) failure to submit any report required hereunder;
- 3) failure to maintain, or permit access to, the records required hereunder; or
- 4) failure to perform any of the other covenants and conditions of this Agreement.

See Sections 11.1 – 11.2.4. Section 12.4 shall not be in effect. No termination of this Agreement shall affect either party's outstanding obligations under this Agreement prior to any termination. In the event the Agreement is terminated, NHBA will be allowed to retain funds sufficient to fulfill its responsibilities to those clients whose cases are still active and unresolved as of the date of the termination. In the event of termination, all other unspent funds, including those appropriated for future years, shall be returned to DOJ.

An oversight committee will be established to oversee the grant and evaluate performance and decide on program changes as warranted. The committee shall consist of the following people or his/her designee: the attorney general, the executive director of NHLA, the executive director of LARC, and the director of NHBA Legal Services. It shall meet at least twice a year. The committee shall be respectful of and not invade the attorney/client privilege between NHLA attorneys and their clients.

EXHIBIT D

DETAILED DESCRIPTION OF SERVICES TO BE PROVIDED BY NHBA AND HOW THOSE SERVICES WILL BE COORDINATED WITH NHLA AND LARC

The NHBA Legal Services Department is a three-tiered system consisting of the Lawyer Referral Service (full-fee), Reduced-Fee Referral Program and Pro Bono Referral Program (volunteer attorney program) that together provide the public at all economic levels with access to legal information, resources and attorney referrals. These programs have been serving the legal needs of the public for more than three decades respectively, with the nationally recognized Pro Bono Program in its 34th year of operations. The Bar's legal services department complements the low-income focus of NH Legal Assistance (NHLA) and the Legal Advice and Referral Center (LARC) by offering all homeowners anticipating/facing foreclosure or past foreclosure victims opportunities to secure no-cost legal information and guidance as well as avenues for legal representation based on financial guidelines. Services have been and will continue to be provided in a coordinated manner, including those provided to lower-income consumers through NHLA, LARC and Pro Bono, to assure grant resources are utilized efficiently and effectively to maximize access for impacted homeowners.

Specifically, NHBA will continue to increase access to legal help for New Hampshire homeowners struggling with mortgage foreclosure related problems by:

- Coordinating legal mortgage foreclosure clinics around the state to provide free legal consultations to the public at all income levels;
- Expanding and strengthening the private bar resources available for homeowners through attorney referrals to provide legal representation;
- Collaborating with NHLA and LARC to provide legal services to low-income homeowners.

A. Clinics and Coordinated Access:

Homeowners can access legal help through several means coordinated by the programs and with housing counselors: 1) clinics, 2) intake through LARC or the Bar's Lawyer Referral Service; 3) housing counselor referrals to the programs/clinics. The three programs have developed and are coordinating efforts to assure homeowners are directed to the appropriate option or place at the outset of their inquiries/attempts to secure help.

The Clinical Model: The fundamental goal of the clinic program is to provide legal consultations to affected homeowners, with follow-up referrals to the appropriate legal services program based on their income. Clinics offer access to basic legal help, through information and one-on-one consultations, to New Hampshire homeowners facing mortgage foreclosure problems. In coordination with NHLA and LARC, the clinics provide consumers of all incomes, in all corners of the state, the chance to have a consultation, at no cost, with private attorneys. The consultations include assessment of the potential legal issues, document review, guidance as to legal options, and referral to legal and other resources for more extended services as required. As our current practice calls for, clinic participants will receive referrals to NHLA and LARC or private attorneys participating in the NHBA's pro bono, reduced fee or full fee referral programs, as determined by the homeowner's income and legal circumstances. Those

homeowners identified as possible candidates for loan modifications will continue to be directed to housing counselors or 211. We expect to hold six to ten such clinics, reaching out across the state and also focusing on some particularly hard-hit groups such as veterans and senior citizens.

- 1) Intake with LARC as primary entry point: As well as clinics, homeowners can access help via the phone or online applications. LARC has hired advocates to staff a legal clearinghouse to assess whether a client's case should be handled by a legal provider, housing counselor or be directed to another resource. LARC makes direct referrals to NHBA's Lawyer Referral Service (LRS) for clients with income in excess of 350% of poverty. Through a weekly case review process, LARC, NHLA and NHBA legal services foreclosure staff collaborate to evaluate cases with legal merit and determine which organization is best suited to handle particular matters per agreed upon division of priorities. (See Extended Legal Services below.)
- 2) The Bar's Lawyer Referral Service will handle non-poverty level cases: This service will continue to provide referrals to trained attorneys on its foreclosure panel for legal consultations and case representation at reasonable fees agreed upon between client and attorney. LRS will include foreclosure information and the availability of referrals for homeowners in crisis as part of its outreach to the public on its website. LRS attorneys will continue participating in the clinics described above, providing homeowners with legal information and consultations. Homeowners can also access the service and its Reduced-Fee Referral Program through online intake and direct phone lines answered live in real time.
- 3) Referrals from Housing Counselors: The programs will help housing counselors identify legal issues and to guide their referrals of homeowners to the appropriate legal resource. As housing counselors are often the first point of assistance for homeowners in crisis, the NHBA has and will continue take the lead in bringing counselors and the legal services programs together for training and dialogue to assure maximum coordination in delivering the appropriate services to homeowners at the appropriate time. Ongoing communication will be facilitated to share information and modify approaches as needed.

B. Building the Private Bar's Capacity to Help Homeowners Struggling with Foreclosure

The Bar's Legal Services Department will focus on maintaining and strengthening legal expertise around foreclosure issues in the private bar through:

- Training and information sharing
- Mentoring and support of participating lawyers by NHBA's contract attorneys
- · Referrals for extended legal services

Training/Attorney Development:

In Year One, the Bar held a very successful comprehensive training (with a video replay to accommodate attorney schedules) to equip attorneys to handle foreclosures. We recruited almost 50 private attorneys with more expected from a future video replay of the seminar. Private attorneys attending the training have all been required to staff a minimum of two clinics and sign on to the NHBA's legal services panels to handle foreclosure-related cases either for free, reduced-cost or at standard legal fees depending on the client's income. Most attorneys have joined all three panels. As

part of their orientation to the project, all have been required to attend informational sessions to follow up their substantive training.

The Bar's contract attorneys will seek to expand the knowledge base of private attorneys participating in the project by building on Year One's training. Periodic webinars will be on tap as a vehicle to update attorneys on legal developments and practice tips, sharing ideas and information essential for best practices. If enough interest, a replay of the full day comprehensive training will be offered during Year Two for new attorneys wishing to join the Foreclosure Relief Project.

Mentoring and Attorney Supports:

The contract attorneys (equivalent of one FTE) at NHBA will sustain their role of "supervising" the volunteer attorneys providing clinic consultations along with helping to triage the cases. They are also tasked with answering questions of attorneys handling foreclosure cases through any of the Bar's legal programs and providing them with guidance. In addition, the Foreclosure Project weblog for private attorneys launched in Year One will continue to operate as a Q & A forum for participating project attorneys, with databases of opinions/pleadings. Mentoring sessions will be available as needed in addition to assistance with research and other participant needs.

Extended Legal Services:

As one of the important ways to access legal services, the clinical model allows attorneys to triage the mortgage issues of homeowners. Clients will continue to be directed to the appropriate legal resource depending on income and specific legal needs. The three programs dedicated to assisting low-income people with their legal problems--NHLA, LARC and the NHBA's Legal Services' Pro Bono Program-will maintain the practice of coordinating referrals for lower-income homeowners. These legal services programs coordinate their efforts based on institutional expertise and experience in order to maximize the ability to meet the varied legal needs of homeowners. For example, given Pro Bono relies on volunteer attorneys, which staff recruit, train and support, to deliver the actual legal services to clients, the program serves those homeowners without immediate foreclosure dates and largely handles non-emergency legal issues.

Homeowners in need who, generally, do not meet the low-income criteria are currently and will continue to be served through the NHBA's Reduced-Fee Program and Lawyer Referral Service. In the first instance, the Reduced-Fee Program provides access to affordable legal services for those falling in the legal services "gap"—too poor to pay standard legal fees but having too much money to qualify for free services. The remaining homeowners will find assistance available through the Lawyer Referral Service, which helps consumers find a qualified attorney to handle their legal needs. The training and clinical components of this Project in Year One have helped to build a significant panel of qualified members of the private bar willing to take on foreclosure related cases, including Chapter 7 bankruptcies, legal problems/questions arising in loan modifications including tax consequences, loan documentation issues, improper loan servicing and foreclosure practices, and where needed, short sales and deeds in lieu, among other legal matters.

New Hampshire Bar Association Legal Services Foreclosure Settlement Project Two Year Budget

		Year 2		Year 3		Total
PERSONNEL COSTS	\$	79 000 00	ď	79 000 00	ø	156 000
Contract Labor	Ф	78,000.00	\$	78,000.00	\$	156,000
Salaries and Wages						
Project Coordinator	\$	37,967	. \$	39,105	\$	77,072
Partial Administrative Management	\$	11,905	\$	14,000	\$	25,905
Shared Program Staff	\$	47,000	\$	48,410	\$	95,411
Administrative Staff	\$_	<u>11,121</u>	<u>\$</u>	<u>11,454</u>	\$	22,575
Total Salaries	\$	107,993	: \$	112,970	\$	220,963
Payroll Taxes and Benefits						
FICA 7.65%	\$	8,261	\$	8,642	\$	16,904
Unemployment Insurance	\$	396	; \$	396	\$	793
Health Insurance	\$	22,045	\$	25,352	\$	47,397
Dental Insurance	\$	2,350	\$	2,585	\$	4,935
Life & Disability Insurance	\$ \$ \$	960	\$	989	\$	1,949
Workers Compensation	\$	281	\$	290	\$	571
Pension	\$	4,902	: <u>\$</u>	7,908	\$	12,810
Total Taxes & Benefits	\$	39,196	\$	46,162	\$	85,357
TOTAL PERSONNEL COSTS	\$	225,189	\$	237,132	\$	462,321

NON-PERSONNEL COSTS

Includes: Occupancy, Office Supplies and Expenses, Postage, Equipment Rental & Maintenance, Telephone & Data, Training, Meetings, Insurance, Professional Fees, Bar Dues, Other Dues, Litigation Expenses, Travel-Local, Laptop, Printer and Other Miscellaneous Expenses

TOTAL NON-PERSONNEL COSTS	\$ 32,940	\$ 20,998	\$ 53,938
TOTAL PROGRAM COST	\$ 258,129	\$ 258,130	\$ 516,259



CERTIFICATE OF LIABILITY INSURANCE

B/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POUCIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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(603) 271-6851 NH Dept. of Justice	***	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
33 Capitol Street Concord, NH 03301	: :	AUTHORIZED REPRESENTATIVE
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BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT PERIOD
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MARYLAND CASUALTY COMPANY COMMON POLICY DECLARATIONS PRECISION AMERICA OFFICE PROGRAM

This policy consists of the declarations as well as the coverage forms and endorsements listed on the Forms and Endorsements Applicable List.

NAMED INSURED AND MAILING ADDRESS

NEW HAMPSHIRE BAR ASSOCIATION 2 PILLSBURY ST, SUITE 300 CONCORD NH 03301-3502

1944

BRANCH NAME AND SERVICING ADDRESS

BRANCH TBD - NC P.O. BOX 10197 JACKSONVILLE, FL 32247-0197

AGENCY NAME AND SERVICING ADDRESS

E & S INSURANCE SERVICES, LLC PO BOX 7425 GILFORD NH 03247-7425 (603) 293-2791

POLICY PERIOD

FROM 06/01/2012 12:01 am. TO 06/01/2013 12:01 A.M.

Standard Time At Your Mailing Address Shown Above

BUSINESS ENTITY: ASSOCIATIONS

BUSINESS DESCRIPTION: PROFESSIONAL AND TRADE ASSOCIATIONS - OFFICES ONLY

POLICY PREMIUMS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

PREMIUM

COMMERCIAL PROPERTY AND GENERAL LIABILITY \$ 1,942.00

EMPLOYMENT PRACTICES LIABILITY COVERAGE \$ 72.00

COMMERCIAL UMBRELLA COVERAGE PART \$ 1,350.00

 PREMIUM SIZE CREDIT
 \$ 40.00

 TERRORISM PREMIUM
 \$ 53.00

 TOTAL ANNUAL PREMIUM
 \$ 3,377.00

RECEIVED

MAY 0.2.2012

E & S INSURANCE

Countersigned by _______ Authorized Representative _______ Date

Includes copyrighted material of ISO Properties, Inc., with its parmission, Copyright, ISO Properties, Inc., 2001 Copyright, Zurich American Insurance Company 2004

04/26/2012

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U-CL-D-100-A CW (06-04)

NH Attorney General's Office Consumer Protection Division National Mortgage Foreclosure Settlement Grant

NHBA Legal Services Report for February –April 2013

Submitted by: Virginia Martin, 715-3221, gmartin@nhbar.org

Introduction

Funding through the National Mortgage Foreclosure Settlement Grant has allowed the NH Bar Association's Foreclosure Relief Project (FRP) to create and implement an exciting, full-scale approach to assist homeowners facing foreclosure or its aftermath in collaboration with our partners at New Hampshire Legal Assistance and the Legal Advice and Referral Center. In a few short months, we have accomplished a great deal from training private attorneys in foreclosure law and launching a weblog for participating attorneys to holding local clinics for homeowners in crisis and providing attorney referrals via all three Bar referral programs, along with collaborating with housing counselors. We are extremely grateful for this funding as it has transformed piecemeal, *ad hoc* efforts into a full-fledged, dynamic enterprise that is truly helping homeowners in crisis to secure the legal information and services necessary to obtain the best outcomes their circumstances allow.

All Hands On Deck

The second quarter marked a fully operational Foreclosure Relief Project at the Bar with all staffing in place. We were fortunate to begin the quarter with Vanessa Beauchesne joining experienced foreclosure contract attorneys Mary Stewart and Krista Atwater as our Foreclosure Relief Project Coordinator, largely concentrating on clinics. Vanessa comes to the Project from Neighborworks in Manchester where she served as a HUD housing counselor. Her background in coordinating pre-purchase clinics and assisting homeowners through the loan modification process has given the Project a significant knowledge base for establishing and operating clinics for homeowners with mortgage-related/foreclosure issues.

In addition to these staff fully dedicated to the Project, the Coordinator and Assistant Coordinator of Lawyer Referral and Reduced-Fee along with the Pro Bono Coordinator devote portions of their time to Project activities, including attorney referrals and case follow up.

Legal Clinics for Homeowners

From February through April, we held three clinics and one or more are planned each month for the remainder of the grant year. Participants receive a brief presentation on mortgage foreclosure terms, and procedure followed by individual meetings with attorneys:

- Manchester VA Hospital—Staffed by three attorneys
 - Six households (all veterans) received consultations resulting in:
 - -Three referrals to Housing Counselors
 - -Five Referrals to FRP Legal Agencies

- Concord Bar Center—Staffed by six attorneys
 - o 15 Households received consultations resulting in:
 - -Eight referrals to Housing Counselors
 - -Eight Referrals to FRP Legal Agencies
 - -One referral to Senator Shaheen's Office
- Keene Housing Authority—Staffed by four attorneys
 - o Six Households received assistance resulting in:
 - -Four Referrals to Housing Counselors
 - -Four Referrals to FRP Legal Services, including three to Bar's Legal Services Programs
 - -One referral to Senator Shaheen's Office

Third quarter clinic locations include Nashua, Portsmouth, Littleton, Berlin and Laconia in addition to another session for veterans at the VA in Manchester. Publicity is coordinated with the NH Housing Finance Authority, which handles press releases and media, while the Bar's FRP coordinator reaches out to social service agencies, churches, elected officials and other contacts.

Coordination with Foreclosure Project Partners

Project staff at the Bar, NHLA and LARC have collectively worked to develop systems to help assure streamlined access to homeowners seeking legal help. With LARC as the primary entry point for intake, screening and initial advice, we have jointly firmed up income guidelines and determined priorities and protocols for directing cases requiring further legal attention to either the Bar's Reduced-Fee, Lawyer Referral Service or Pro Bono Programs or to NHLA. For example, emergencies are normally sent to NHLA given staff attorneys onboard unless client household income exceeds 350% of income poverty guidelines. A case review process among the organizations has also been initiated for case evaluation/assessment of more complex matters and to see which program is best suited to take on the matter. This system also allows for dialogue and sharing of strategies among the Project attorneys.

NHBA Cases and Referrals

While shelter is on the line for all aided by the project, each homeowner has his/her own story and sometimes it can be complicated.

Take the case of Mr. G, an elderly veteran hospitalized for mental decompensation and subsequently behind on his mortgage. His public defender called the Bar for help to stop a foreclosure auction scheduled in less than a week. Several calls to the lender's attorney got the foreclosure temporarily postponed. Pro Bono swung into action, identifying an elder law attorney to visit the veteran to determine if he was competent to engage an attorney on his own. Fortunately, Mr. G had improved sufficiently and welcome assistance, which then came in the form of an experienced foreclosure attorney who had recently joined the NHBA's Foreclosure Relief Project. Negotiations with the lender are looking

good for a permanent resolution that will ensure the veteran's home awaits him when he's released.

This is but one example of the need this Project is fulfilling. Shortly after receiving grant monies, the Bar's Legal Services Department been taking in and referring out cases. By providing additional case assessment and client consultations where needed, the Foreclosure contract attorneys have been instrumental in assuring the most appropriate legal referrals for homeowners through the Bar's legal services programs.

In addition to almost 30 families receiving assistance through clinics during the second quarter of the Project shows the following statistics for Foreclosure Relief Project attorney referrals (with more outcome information to become available in the third quarter's report):

- Lawyer Referral Service: 20 full-fee referrals
- Reduced-Fee Referral: 33 referrals
- Pro Bono had 35 homeowners client contacts, involving 86 household members, including nine veterans and nine seniors, representing all counties. Services included:
 - 19 referrals to private attorneys
 - o One client consult with Project attorneys
 - 33 case assessments by Project attorneys
 - o Two referrals to the Banking Department
 - Six referrals to housing counselors
 - o Seven misc., including services in collaboration with other providers

We are seeing cases at all stages: pre-foreclosure such as problems with servicers possibly portending foreclosure, impending foreclosure and post-foreclosure. Some homeowners have already lost their homes to foreclosure in the past and have a deficiency and now need help to regain their financial footing through bankruptcy, another area in which Pro Bono is assisting.

Attorney Training and Supports

The NHBA Foreclosure Project coordinated a full day training on March 20 to recruit and equip private attorneys to handle foreclosure cases, which was also attended by staff from all Foreclosure Relief legal programs, the Attorney General's Consumer Protection Division as well as representatives from NH Housing Finance Authority. The training is a prerequisite for private attorneys to join the NHBA Foreclosure Project to take cases through Pro Bono or Reduced-Fee and the Lawyer Referral Service. We contracted with the National Consumer Law Center to provide the bulk of the seminar given the organization's expertise in the subject area, with additional presentations by attorneys from all three legal services programs. The seminar also featured US District Court Judge Joseph Laplante and now former NH Attorney General Michael Delaney along with Assistant Attorney General James Boffetti as guest speakers. A video replay is slated for June to provide another opportunity for attorneys to participate in the project.

NHBA contract attorneys Mary Stewart and Krista Atwater have met with attorneys in small groups to follow-up on the March seminar. The purpose of these attorney information sessions is to begin discussions with volunteer attorneys about the law and resources available to assist them when they take a case. Sessions cover: 1) the role of each legal service agency and Home Ownership Counselors as part of the Foreclosure Relief Project; 2) client management and goals and, 3) an overview of potential legal issues in the context of a case study. The contract attorneys have already begun to assist private attorneys who have sought them out for guidance with their foreclosure cases. A number of private attorneys (and thus their homeowner clients) have benefited from these consultations.

Other efforts include: assembling cases for Superior Court Order and Opinion database accessible to private and legal services Project attorneys and launching a weblog for disseminating legal developments and other updates, while also allowing attorneys to post questions/receive guidance.

Outreach to Housing Counselors

The NHBA's Foreclosure Project contract attorneys have initiated periodic meetings with Hone Ownership Counselors (aka housing counselors) for updates and information sharing. Counselors are a critical resource for homeowners in the effort to prevent foreclosures. On April 11 Mary Stewart and Krista Atwater met with counselors and 2-1-1 staff to give an overview of the Foreclosure Relief Project and legal issues often present in foreclosure cases. The agenda was specifically designed to address all of the questions and concerns previously posed by counselors.

The presentation entailed an explanation of the overall FRP structure, the extensive training provided to FRP attorneys and the different ways cases enter into the legal services network along with a discussion of the NHBA's Foreclosure Relief Clinics, their purpose and the positive feedback received by attendees.

A major objective of the presentation was to help Home Ownership Counselors identify legal issues to further collaboration between the Counselors and FRP attorneys. These issues all fell under the umbrella of "How to Stop a Foreclosure," including an overview of Chapter 7 and 13 bankruptcies and petitions to enjoin foreclosures. The positive response to this session has resulted in monthly meetings between FRP attorneys, NHBA legal services' staff, Home Ownership Counselors and 2-1-1. The collaboration that has developed, and continues to develop, between Counselors and FRP attorneys is truly remarkable.

None of the activities to help homeowners detailed in this report would be possible without National Mortgage Foreclosure Settlement funding. Thank you again for the opportunity to launch and foster such a needed and dynamic project.

JDGET	Mortgage Settlement Fund	Funds DOJ	Vendor # 154546	PROJ	PROJECT CODE: 2630	**
ear 1	BUDGET	1ST QTR Nov-Jan 2013	2ND QTR Feb-Apr 2013	3RD QTR May-Aug 2013	4TH QTR Sept - Nov 2013	BALANCE 🖜
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166,126.94

\$253,250.00

heck received 11/21/12

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NHBA Foreclosure Relief Project Training AGENDA

March 20, 2013***9:00 am - 4:15 pm

9:00 am to 10:15 am

Welcome and Introductions (5 min.) Ginny Martin

Opening Remarks: The Foreclosure Crisis and Update on National Mortgage Foreclosure Settlements (15 min) NH Attorney General Michael Delaney and Assistant NH Attorney General James Boffetti

Foreclosure Relief Project (FRP) Overview and NHBA FRP Panels (10 min.)

Krista Atwater

The Mortgage Market Players (45 min.) Geoff Walsh

Who's Who and How to Identify—Lender, Investor, Insurer, Servicer Securitization
Assignments and MERS
How Fannie Mae and Freddie Mac fit in

Break--10:15 am to 10:30 am

10:30 am to 12:10 pm

Anatomy of a Mortgage (30 min.) Geoff Walsh

The Loan Document's

The Collateral File: What is it, who has it and what to look for. The Custodian File: What is it, who has it, what to look for.

Standing (15 min) Mary Stewart

Where's the note and why does it matter?

Power of Sale and Non-Judicial Foreclosure Process (45 min) *Patricia Gardner and Stephanie Bray*

NH Power of Sale procedures (RSA 479) Attend Sale NH statute of limitations Petition to Enjoin foreclosure

Panel Answers Written Questions from Attendees (10 min.)

12:10 to 12:45 pm

Lunch and Guest Speaker

US District Court Judge Joseph Laplante: "A View from the Bench"

12:45 pm to 2:45 pm Presentation by Geoff Walsh

Identifying Foreclosure Abuses: Common Servicer Abuses (15 min)

Identifying Issues (30 min)

What are the loss mitigation review protocols and foreclosure stop requirements for each of the major programs (Treasury HAMP, GSE Hamp, FHA loans, Proprietary modification)

Getting the information you need (15 min)

RESPA and QWR

Finding Remedies (30 min)

Legal theories to enforce loss mitigation review and stop foreclosure. What's worked and not worked

Overview of Alternatives to Foreclosure (15 min)

Walking Away (Deeds in Lieu; Short Sales), Bankruptcy, Reverse Mortgages

Panel Answers Written Questions (15 min.)

Break: 2:45 - 3:00 pm

3:00 - 4:15 pm

Panel Review of Case Study (50 min.) Led by Geoff Walsh

Q and A with Attendees (15 min)

Closing - FRP recap/Evaluations (10 min)