

**CATHOLIC DIOCESE OF RICHMOND
INDEPENDENT RECONCILIATION
PROGRAM PROTOCOL**

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CATHOLIC DIOCESE OF RICHMOND

INDEPENDENT RECONCILIATION PROGRAM PROTOCOL

I. INTRODUCTION

As part of its commitment to offer assistance that facilitates healing for those who, as minors, experienced sexual abuse by its clergy, the Catholic Diocese of Richmond (“Richmond Diocese”) has established an Independent Reconciliation Program (“Program”), which provides an opportunity for eligible victims to receive a monetary payment. This Catholic Diocese of Richmond Independent Reconciliation Program Protocol (“Protocol”) explains the Program, including who is eligible to participate, the process for submitting a claim, the criteria that will be considered, and the anticipated timeline of the Program from inception to completion.

This Protocol is intended to provide explanation and transparency about the Program. When reducing to words a process regarding the complex, painful and individualized experience of those who suffered abuse, there is an inherent risk of appearing insensitive, callous, or overly simplistic. That is certainly not the intention of this document. The Richmond Diocese and those administering the Program sympathize with the feelings and experiences of every person affected by the abuse and recognize that money cannot compensate for the harm endured. Nevertheless, it is our hope that those participating in this fully voluntary Program will emerge knowing that their experience has been heard, honored, and that the claims process has been fair.

The Program has been designed and will be administered by Lynn Crowder Greer, co-founder of BrownGreer PLC, a nationally recognized firm specializing in claims administration. Founded in 2002 and headquartered in Richmond, Virginia, BrownGreer has been involved in some of the most significant resolution programs in history, earning a reputation as an objective, impartial, fair, and independent neutral. As Claims Administrator, Ms. Greer will decide the monetary payment amount of each claim independently, and her decisions will not be rejected or altered in any way by the Richmond Diocese.

To obtain more information about the steps the Richmond Diocese has taken to respond to allegations of sexual abuse and learn more about the Program, go to <https://assistance.richmonddiocese.org>. Clicking on the link labeled Independent Reconciliation Program will direct you to the Program’s official website.

II. DEFINITIONS

A. Defined Terms Used in This Protocol.

For ease of reference, this section lists in alphabetical order the terms used in this Protocol that have a defined meaning.

1. **“Church”** means the Roman Catholic Church and its hierarchy, governed pursuant to its applicable laws, customs, policies, rites, and Code of Canon Law.
2. **“Claim”** means the claim of Sexual Abuse of the Primary Claimant.
3. **“Claimant”** means a living person who has or may have a Claim for monetary payment in the Program and includes both Primary and Representative Claimants.
4. **“Claim Form”** means the form described in Section V.B of this Protocol, along with any supporting documentation.
5. **“Claims Administrator”** means Lynn Crowder Greer of BrownGreer PLC.
6. **“Claims Portal”** means the online interface provided by the Claims Administrator for Claimants or their counsel (if represented) to use to communicate with the Program, as defined in Section IV.D.1. of this Protocol.
7. **“Clergy”** means an ordained priest or deacon assigned by the Bishop of Richmond to a diocesan parish, church, school or institution in the Richmond Diocese or before January 1, 1974, in the Pre-1974 Richmond Diocese.
8. **“Eligible Claimant”** means a Primary Claimant or Representative Claimant who satisfies the eligibility requirements in Section III of this Protocol and who has met the other requirements of this Protocol to become eligible to receive payment.
9. **“Minor”** is a person under 18 years of age.
10. **“Payment Instruction Form”** means the form submitted by Claimant providing wire transfer and other payment related information, as defined in Section V. D. 2. of this Protocol.
11. **“Personally Identifiable Information”** means any data or information that could potentially identify a specific individual or be used to distinguish one person from another.
12. **“Pre-1974 Richmond Diocese”** means the geographic boundaries of the Catholic Diocese of Richmond as it existed before January 1, 1974, including its Bishop and all who have held or will hold that office, and all schools, parishes, churches, and other affiliated entities located within those geographic boundaries and any and all of their respective Clergy, agents, representatives, attorneys, insurers, employees, former employees, officers, directors, shareholders, administrators, successors, assigns, past, present and future.
13. **“Primary Claimant”** means a living individual who experienced Sexual Abuse as a Minor.

14. **“Program”** means the Catholic Diocese of Richmond Independent Reconciliation Program.
15. **“Protocol”** means this Catholic Diocese of Richmond Independent Reconciliation Program Protocol.
16. **“Representative Claimant”** means the person with legal authority to act on behalf of a Primary Claimant who is: (a) a Minor; or (B) legally incapacitated. A person is legally incapacitated if the person has been adjudicated by a court or agency with proper jurisdiction to be incompetent and unable to understand or communicate information necessary to meet essential requirements of physical health, safety or property management.
17. **“Richmond Diocese”** means the current geographic boundaries of the Catholic Diocese of Richmond, including its Bishop and all who have held or will hold that office, and all schools, parishes, churches, and other affiliated entities located within those geographic boundaries and any and all of their respective Clergy, agents, representatives, attorneys, insurers, employees, former employees, officers, directors, shareholders, administrators, successors, assigns, past, present and future.
18. **“Settlement Offer”** means an offer of a monetary payment from the Program as described in Section V.D.2.
19. **“Sexual Abuse”** as used in this Protocol is defined by Code of Virginia Section 18.2-67.10 and includes any type of oral, anal or vaginal intercourse between a Minor and Clergy; sexual touching of intimate body parts of a Minor by Clergy; or the sexual touching of a Clergy’s intimate body parts by a Minor.

B. Additional Defined Terms.

As this Program progresses, the Claims Administrator may adopt other defined terms and will add them to this Protocol.

III. ELIGIBILITY CRITERIA

A Claimant eligible to participate in the Program is one who:

1. Was the victim of Sexual Abuse as a Minor by a member of a Clergy that occurred in the Richmond Diocese; or
2. Before 1974, was the victim of Sexual Abuse as a Minor by a member of a Clergy that occurred in the Pre-1974 Richmond Diocese;

AND

3. Has not previously settled or litigated a civil Claim to a final conclusion on the merits with or against the Richmond Diocese (dismissal of a previous lawsuit because of expiration of the statute of limitations does not preclude eligibility in the Program).

IV. KEY ASPECTS OF PROGRAM

A. Voluntary. Participation in the Program is voluntary. A Claimant who initiates a Claim may withdraw from the Program at any time prior to signing a Release.

B. Confidentiality and Use of Information. Personally Identifiable Information submitted to the Program in connection with the Claim, including but not limited to the name of the Claimant will be kept confidential, except in the following circumstances:

1. To process and pay the Claim;
2. To report to the Richmond Diocese, so it may follow its Church processes and notify appropriate Church officials/entities; and
3. To comply with any and all requirements of state or federal law, including those of the Office of the Attorney General of Virginia.

Any Church or civil processes referenced above will not affect the timing and adjudication of the merits of a Claimant's claim under this Program. The Claims Administrator has sole and independent authority to continue forward with adjudication of claims under the Program.

C. Program/Claims Administrator's Independence. The Richmond Diocese has established this Program and will pay Claimants the amount decided by the Claims Administrator. The Richmond Diocese has no authority to reject or alter in any way the Claims Administrator's decision, including the amount of monetary payment for the Claimant.

D. Communication Between Claimants and Program. The Claims Administrator will provide different ways to receive and send claim materials or communications. At the outset of the Program, Claimants will instruct the Claims Administrator which method of communication to use:

1. **Secure Website Portals.** The Claims Administrator will establish a secure web-based portal for Claimants to use in communicating with the Claims Administrator (the "Claims Portal"). Access to the Claims Portal will be controlled by the Claims Administrator through the use of Login IDs and passwords issued to each Claimant, who will then be able to access only his or her own information on the Claims Portal. The Claims Portal, available at www.RichmondDioceseIRP.com, will allow a Claimant to submit, access, and edit information needed to file and process Claims in the Program. In addition, the Claims Administrator will post all Claim review outcome notices to the Claims Portal and will send the Claimant an email alerting

him/her that the notice has been posted. Claimants can then respond to those Notices on the Claims Portal.

- 2. Hard Copy Mail.** For Claimants who do not wish to receive and provide communications through the Portal, the Claims Administrator will mail by USPS or overnight courier all materials to the address provided by the Claimant when he/she initiates the Claim. The Claimant will be responsible for notifying the Claims Administrator of any address change.

In addition, the Claims Administrator's trained call center personnel will be available Monday-Friday from 9:00 a.m. ET – 5:00 p.m. ET to answer any questions.

- E. Opportunity to Discuss Claim.** Claimants who appear eligible to participate in and who file a Claim with the Program may request a meeting with the Claims Administrator, to occur after the Claim is filed and before a Settlement Offer is extended. The Claimant may also request that a representative of the Richmond Diocese attend. Such meeting may take place by Skype, telephone, or in person at a location convenient to the Claimant. If the Claims Administrator has questions or needs clarification or more information about the Claim, it will contact the Claimant to request a discussion; however, the Claimant's participation in that discussion is entirely voluntary.

F. Accessibility to Program.

- 1. Non English-Speaking Claimants.** If the Claimant does not speak English, the Claims Administrator will provide translation services for all communications, Notices and documents.
- 2. Illiterate Claimants.** If the Claimant is not able to read or write, the Claims Administrator will provide assistance in completing all documentation necessary to file a Claim.
- 3. Claimants with Disabilities.** If the Claimant suffers from a disability, the Claims Administrator will provide assistance in completing all documentation necessary to file a Claim.

- G. Non-Discrimination.** The Claims Administrator will treat all claimants with the same level of care, regardless of race, color, religion, national origin, gender, disability, age, or sexual orientation.

V. CLAIMS PROCESS

A. Initiation of Claim: April 3, 2020 Deadline.

1. **Steps to be Taken by Claimant.** Claimants wishing to participate in the Program must initiate a Claim using one of the following methods **on or before April 3, 2020¹**:
 - (a) Go online to www.RichmondDioceseIRP.com and click “Initiate a Claim.” This will take the user to a secure screen, where he/she will answer basic information designed to determine whether the Claimant is eligible to participate. The Claimant will also indicate whether he/she has previously notified the Richmond Diocese or law enforcement of the complaint.
 - (b) Call 1-888-304-0265 and request assistance with initiating a Claim.
 - (c) Go online to <https://assistance.richmonddiocese.org> and click on the link labeled Independent Reconciliation Program. This will link you to the secure Program website, where the user will be able to initiate a Claim.
2. **Claims Administrator’s Review Following Initiation of Claim.** The Claims Administrator will review the Claimant’s information to determine whether the claimant appears eligible to participate in the Program.
 - (a) If the Claims Administrator finds that the Claimant appears eligible to participate in the Program, it will notify the Claimant of the next steps and will assist him/her in submitting a Claim.
 - (b) If the Claims Administrator finds that the Claimant does not appear to be eligible to participate in the Program, it will notify the Claimant to explain and will provide an opportunity to correct information if there was an error. The Claims Administrator will promptly review any corrected information and will notify the Claimant if he/she appears eligible to participate.
 - (c) If after further review, the Claimant remains ineligible, the Claims Administrator will provide an explanation and will not process the claim further.

¹ Although the Richmond Diocese has received and reviewed complaints of Sexual Abuse from individuals and may have contact information for them, the Claims Administrators will not mail Program information to those persons unless the person explicitly authorizes or instructs it to do so. This is to safeguard against sensitive information being mailed to a Claimant whose address has changed, or someone other than the Claimant opening the mail; therefore, Claimants must initiate contact either through the website or the confidential toll-free number.

B. Submission of Claim: May 15, 2020 Deadline.

- 1. Explanation of Claim Submission Deadline.** After the Claimant initiates a Claim, if the Claimant appears eligible to participate, the Claims Administrator will make a Claim Form available for the Claimant to complete and return **on or before May 15, 2020**. The Claim Form and any supporting documents must be submitted by 11:59:59 PM Eastern Time on May 15, 2020. The Claims Administrator may not accept as timely any Claim Forms submitted after that date, absent a clear showing of excusable neglect under Fed. R. Civ. P. 60(b), made to the Claims Administrator within 30 days after the May 15, 2020 deadline.
- 2. Claim Form Content.** The Claim Form will ask the Claimant to answer questions and provide documentation, if it exists, to support the Claim. The questions will cover basic information about the Claimant, such as contact information, employment and educational history, and it will also ask questions regarding the Sexual Abuse. The Claims Administrator recognizes that in many instances, there were no witnesses or documentation from the time the Sexual Abuse occurred or, if there were, such witnesses or documentation may not be available because of the passage of time. This should not discourage Claimants from filing a Claim Form in the Program. However, Claimants should submit any and all information and documents relevant to the Claim.

C. Claims Administrator's Review of Claim.

- 1. Processing Order.** The Claims Administrator will review Claim Forms in the order in which they are received.
- 2. Considerations for Determination.** Because of the unique nature of each Claim, the Claims Administrator will not adopt rigid criteria for determining the monetary amount to be paid to a Claimant. However, factors including but not limited to the following will be relevant to its determination:
 - (a) Age at the time of abuse;
 - (b) Nature of the abuse;
 - (c) Number of times the abuse occurred;
 - (d) Effect the abuse had on the Claimant;
 - (e) Any assistance provided by the Richmond Diocese to the Claimant;
 - (f) Any corroboration of the Claim;
 - (g) Consideration of any factual information available in Diocesan files; and
 - (h) Any other information or factors relevant to the Claim.
- 3. Types of Relevant Documentation.** Although the lack of documentation will not disqualify a Claim, records showing that the Primary Claimant received medical care, counseling, or prescription drugs because of the Sexual Abuse may enhance the overall credibility of the Claim and will assist the Claims Administrator in its determination.

While not required of every Claimant when filing the Claim initially, the Claims Administrator may ask the Claimant to submit a HIPAA-compliant authorization form so that the Claims Administrator may request records from a health care provider or pharmacy.

4. **Timing and Nature of Claims Administrator's Communication Following Review.** As promptly as reasonably possible, the Claims Administrator will review timely Claim Forms and notify Claimants regarding the outcome of those evaluations by using the method of communication specified by the Claimant.

The Claims Administrator will designate Claim Forms as either **complete** (meaning the Claim Form was answered fully, signed and included all available documentation) or **incomplete** (meaning a required element was missing). After reviewing the Claim Form, the Claims Administrator will issue the Claimant one of the following types of Notices:

- (a) **Notice of Approval:** If the Claims Administrator finds that the Claim Form is complete and supported, it will send a Notice of Approval, letting the Claimant know that there is nothing more to submit and that the Claim is eligible for monetary payment and will be receiving a Settlement Offer after all Claims have been reviewed.
- (b) **Notice of Incompleteness:** If the Claims Administrator finds that the Claim Form is incomplete because it is not signed or is missing any requested information, it will send this Notice of Incompleteness, will work with the Claimant to complete the Claim Form, and will establish a deadline for submitting all required information, which will, in no event, be shorter than 30 days. Each Claimant will be given a reasonable opportunity to make the Claim Form complete.
- (c) **Notice of Denial:** If the Claims Administrator finds that the Claim Form is not supported or, through its review determines that the Claimant is not eligible, it will send a Notice of Denial, explaining the reasons. Each Claimant will have one opportunity to submit more information or ask the Claims Administrator to reconsider and will have a deadline of 30 days from the date of the Notice of Denial for doing so.

D. Settlement Offers.

1. **Independence of Claims Administrator's Settlement Offer.** The Claims Administrator will decide the amount of monetary payment for each Claimant independently, and the Richmond Diocese has no authority to reject or alter in any way the Claims Administrator's decision.

2. **Timing of Settlement Offer.** After the Claims Administrator has: (a) reviewed all of the Claim Forms submitted on or before the Claims Filing Deadline; (b) provided an opportunity for Claimants receiving a Notice of Incompleteness or Notice of Denial a chance to submit all missing information; and (c) reviewed any information submitted in response to a Notice of Incompleteness or Notice of Denial, it will send each Eligible Claimant a Notice of Settlement Offer, which will contain the monetary amount to be paid by the Program to the Claimant. (“Settlement Offer”). The Notice will also include a Release and a form for the Claimant to choose whether to be paid by a check or electronic wire transfer (“Payment Instruction Form”). The Claims Administrator anticipates that all Settlement Offers will be issued on or about **July 15, 2020**; however, if Claimants request extensions of time to submit additional materials and the Claims Administrator finds that such extensions are warranted, the issuance of Settlement Offers may be delayed.
3. **Nature of Settlement Offer.** The Settlement Offer is final, and the Claims Administrator will not engage in negotiation over the amount.
4. **Deadline for Claimant to Accept Offer and Sign Release.** Claimants will have 60 days from the date of the Settlement Offer to decide whether to accept it. If the Claimant has not accepted the Settlement Offer as of the 60 day deadline, the offer will be rescinded and will no longer be valid.
5. **Opportunity for Attorney Consultation on Meaning of Release.** If the Claimant is not represented by Counsel, the Program will make available an attorney, free of charge, to explain the meaning and effect of signing the Release. The scope of this attorney’s assistance will be limited to explaining the Release and not to advise the Claimant on whether to sign it. This opportunity is optional. A Claimant who does not wish to avail himself/herself of this service and instead decides to accept the offer without consultation and submit the Release and Payment Instruction Form may do so. When signing the Release, the Claimant will verify that he/she has either consulted with or has voluntarily and knowingly waived the opportunity to consult with an attorney.
6. **Decision to Reject the Settlement Offer.** Claimants deciding to reject the Settlement Offer and not sign the Release will retain all rights under the law as if there had been no Program.

E. Effect of Signing the Release.

1. **Claimant Retains Right to Discuss Claim and Program.** All Claimants participating in the Program, even those who sign a Release, will forever retain the right to discuss their Claim and their experience with the Program.
2. **Release of Liability.** The voluntary Program exists to process and compensate Claims of those alleging Sexual Abuse by Clergy in the Richmond Diocese and,

before 1974, in the Pre-1974 Richmond Diocese. By signing the Release, the Claimant will waive any future civil legal claim relating to Sexual Abuse against the Richmond Diocese. Such waiver will apply to the Claimant, his/her heirs, descendants, and beneficiaries. This waiver of future legal claims does not apply to any criminal investigation or prosecution related to the Claim.

F. Payment.

1. **Timing of Payment.** The Program will pay all Claims after conclusion of the Claims Review process and the expiration of the 60-day window for accepting Settlement Offers as described in Section V.D. Claimants who have submitted a complete Release and all necessary information requested on the Payment Instruction Form will be issued payments within 30 days of the expiration of the 60-day window.
2. **Method of Safeguarding Payments.** If a Claimant requests payment by check, the Claims Administrator will send the payment using a form of delivery that allows for secure tracking. If a Claimant requests payment by wire transfer, the Claims Administrator will follow its internal procedures for confirming verbally with the Claimant or, if applicable, his/her lawyer, the account information and amount. The issuing bank may require similar confirmations, which must be completed before payment can issue.

G. Anticipated Timeline of Program. The following table shows the anticipated timeline for the Program. *These dates could shift if Claimants request extensions of deadlines to comply with the requirements of the Program:*

	EVENT/DEADLINE	DATE
1.	Program Opens	2/17/2020
2.	Claim Initiation Deadline	4/3/2020
3.	Claim Filing Deadline	5/15/2020
4.	Claims Administrator Completes Claims Review and Issues Settlement Offers	7/15/2020
5.	Deadline for Claimant to Accept Offer and Sign Release	9/15/2020
6.	Claims Paid	On or before 10/15/2020

VI. LIENS

- A. **Responsibility for the Identification and Satisfaction of Liens.** Claimants are solely responsible for their respective Liens. Each Claimant will indemnify and hold harmless the Program, the Richmond Diocese and the Claims Administrators from claims by any party asserting a Lien relating to that Claimant.
- B. **Actions by the Program Regarding Liens.** The Program, the Richmond Diocese and the Claims Administrator will have no responsibility for identifying, resolving or

satisfying any Liens. If the Program receives notice of the assertion of any Lien relating to a Claimant, the Program will inform the Claimant and will not issue any payments until the Claims Administrator has received documentation sufficient to establish that the Lien has been resolved and has been paid or will be paid by the Claimant.

C. Medicare and Medicaid Query and Reporting. The Program, the Richmond Diocese, and the Claims Administrator will take all steps necessary to comply with federal requirements regarding necessary queries under Medicare and Medicaid.

VII. MISCELLANEOUS MATTERS

A. Claimant's Access to Claims Administrator's Files. Except for the documents submitted by the Claimant himself/herself, the Claimant and/or anyone acting on the Claimant's behalf, such as a lawyer, will not have access to the Claims Administrator's files, including its work product, notes, drafts, or communications about the Claim.

B. Representative Claimants.

1. Proof of Representative Capacity: A Legal Representative serving as the Representative Claimant for a Primary Claimant who is legally incapacitated or a minor under the state law applicable to the Primary Claimant must submit to the Claims Administrator with a Claim Form documents sufficient to establish that the Legal Representative is authorized to act on behalf of the Primary Claimant. Representatives of deceased Primary Claimants may not participate in or receive any payment from the Program.

2. Acceptable Proof of Representative Capacity: The Claims Administrator will accept as proof of the representative capacity of a Representative Claimant:

(a) A copy of a court order, letters of guardianship, letters of conservatorship, certification or other document issued by a court or other appropriate official and appointing the Representative Claimant as guardian, conservator, curator, personal representative or other position with authority to act on behalf of a legally incapacitated or minor Primary Claimant.

(b) A copy of a properly executed and still in effect durable or springing power of attorney naming the Representative Claimant as the agent for a legally incapacitated or minor Primary Claimant. A retainer agreement with a lawyer or law firm is not sufficient for a Representative Claimant to establish authority to act on behalf of any Primary Claimant.

(c) The Claims Administrator may accept other types of documents as sufficient proof of representative capacity of a Representative Claimant.

3. Actions on Claims by Representative Claimants: If the Representative Claimant has established representative capacity to act on behalf of a Primary Claimant, that

Representative Claimant will be responsible for all actions regarding any Claim on behalf of that Primary Claimant. The Program will issue payment for that Primary Claimant in the name of the Representative Claimant. The Representative Claimant and his or her counsel, and not the Program, the Claims Administrator, or the Richmond Diocese, will be responsible for securing any approvals of the settlement payment as required by applicable state law and for distributing the payment to the Primary Claimant in accordance with applicable state law.

- C. Substitution Process.** If a Primary Claimant or Representative Claimant becomes legally incompetent after submitting a Claim, a person must qualify to serve as the replacement Representative Claimant for the Primary Claimant by submitting (1) a completed and signed Substitution of Representative Claimant Form and (2) documents confirming his or her authority to act on behalf of the Primary Claimant as described in Section VII.A.2 of this Protocol.
- D. Assignment of Claims.** The Program and the Claims Administrator will not recognize and will not be bound by any attempted assignments to third party funders or lenders by Claimants or their counsel of Claims or payment. The Program and the Claims Administrator will, however, cooperate if requested by a Claimant or his or her counsel, in directing any payment to a special needs trust or to the issuer of a structured settlement, provided that the documentation regarding such arrangements make it clear that the Program, the Richmond Diocese, and the Claims Administrator have no potential future obligations for periodic or other payments and are otherwise acceptable to the Claims Administrator.
- E. Claim Authenticity.** The Claims Administrator will take all appropriate measures to prevent payments on fraudulent or duplicate claims. These measures may include requests for additional records and/or consent forms, denial of Claimant's Claim without right to reconsideration or appeal, and/or, in cases where fraud is detected, referral to appropriate law enforcement agency for review. The Claimant will be given the opportunity to respond to the Claims Administrator's questions and determinations regarding the Claim's authenticity.
- F. Amendments to this Protocol.** The Claims Administrator may adopt amendments to this Protocol as are necessary for its efficient administration, provided that no such amendments may alter the material substantive rights of Claimants.
- G. Administrative Procedures.** The Claims Administrator has the authority to adopt such administrative procedures as are necessary to implement this Protocol efficiently, provided that no such procedure may conflict with any substantive provision of this Protocol.