

**THE DIOCESE OF BUFFALO, N.Y.
INDEPENDENT RECONCILIATION AND COMPENSATION PROGRAM (“IRCP”)
REGARDING CLAIMS OF CLERGY SEXUAL ABUSE OF MINORS
REPORTED TO THE DIOCESE PRIOR TO MARCH 1, 2018**

**SUMMARY OF PROGRAM
MARCH 1, 2018**

1. PURPOSE

The abuse of children by some members of the clergy and the ways in which those crimes and sins were addressed have caused pain, anger, and confusion. The damage caused by that sexual abuse is felt not only by the direct victims but also by their families and communities. Well before the issue of sexual misconduct by Church personnel received widespread national attention, the Diocese of Buffalo (“the Diocese”) prepared a written policy to address abuse. This policy was distributed to all our Diocesan clergy in 1990. In June 2002, the United States Conference of Catholic Bishops (“the USCCB”) took steps to ensure the Church’s vigilance in guarding against violations of trust. In November 2002, the USCCB approved a revised Charter for the Protection of Children and Young People (“the Charter”) and revised Essential Norms for Diocesan/Eparchial Policies Dealing with Allegations of Sexual Abuse of Minors by Priests or Deacons (“Essential Norms”). The Charter and Essential Norms are revised periodically.¹

Since the adoption of the Charter in 2002, the Diocese has implemented a number of additional programs, safeguards, and procedures to address the problem of sexual abuse of minors. The Diocese has instituted a Safe Environment Program, which includes screening and background checks on potential employees and volunteers. Mandatory safe environment training has also been instituted for all clergy, employees, and volunteers who work with or are expected to be in the presence of any children. The Diocese also engages in ongoing educational efforts about the need to prevent sexual abuse of minors. Even before the Charter, the Diocese made efforts to address the emotional, psychological, and pastoral needs of victims, and has continued to do so through its Victim Assistance Coordinator.

From time to time, the Diocese has received claims for compensation for alleged sexual abuse. The Diocese now institutes this Independent Reconciliation and Compensation Program to address those claims in a systematic and comprehensive manner, and as a further step toward reconciliation with victims of sexual abuse.

¹ *See Charter for the Protection of Children and Young People, Essential Norms and the Statement of Episcopal Commitment (Promise to Protect - Pledge to Heal)* (United States Conference of Catholic Bishops, 2011).

This Summary outlines the Program’s terms and conditions, including eligibility requirements and the process for an individual victim to submit and resolve his or her claim of alleged sexual abuse. This Program applies only to those individuals who previously submitted complaints of sexual abuse as a minor to the Diocese.²

The effective date of this Program is March 1, 2018. Any living person who has previously submitted complaints of sexual abuse as a minor that have not been adjudicated or settled with an executed release document may participate in this Program. As to deceased persons who previously submitted complaints that have not been adjudicated or settled, appropriate estate representatives may submit claims.

2. THE PROGRAM

A. Voluntary Program

Participation in the Program is completely voluntary. It does not affect any rights a person may have, unless and until he or she agrees to the compensation amount and signs an Agreement and General Release after the required consultation with an attorney. If a person files a claim with the Program but then wishes to withdraw that claim and cease participation, he or she is free to do so up until the time that he or she executes an Agreement and General Release and returns it to the Program Administrators.

B. The Program Administrators

The Diocese has requested that former New York State Supreme Court Justice Jerome Gorski and former New York State Supreme Court Justice and former New York State Surrogate Judge Barbara Howe (the “Administrators”) implement this Program for the submission, evaluation, and settlement of individual claims of sexual abuse, as described herein. The Administrators will process and evaluate claims to determine: (i) whether the submitted claim meets the eligibility requirements and, if so, (ii) the compensation amount to be paid such eligible claimant.

The Diocese will have the opportunity to submit its information and views on each claim. Periodically, and at the request of the Diocese, the Administrators shall meet with the Diocese to discuss certain findings and determinations. The Diocese may request to review the supporting documentation for a particular claimant. However, the Diocese has no authority to modify or reject any individual claim

² For purposes of this Program, a “minor” is a person who is 17 years old or younger. Thus, this Program applies only to those individuals who previously submitted claims for alleged abuse when they were 17 years old or younger.

determination governing eligibility and compensation rendered by the Administrators, or to act as an appeal board for any claimant.

C. Program Operation Principles

The following non-exclusive principles apply to the operation of this Program:

- 1.) The Program Administrators are independent.
- 2.) This Program is administered by Hon. Jerome Gorski and Hon. Barbara Howe, neutral Administrators responsible for all decisions relating to the administration, processing, and evaluation of individual claims submitted to the Program.
- 3.) All claims will be evaluated by the Administrators in a prompt and fair manner. Claims will only be evaluated, however, once all required information and documentation has been submitted to the Administrators.
- 4.) Any documentation previously submitted to the Diocese by a claimant will be made available to the Administrators consistent with this Program.
- 5.) Any final decision rendered by the Administrators pertaining to an individual claim will be fully binding on the Diocese. The Diocese has no authority to reject any final decisions rendered by the Administrators.
- 6.) Prior to receiving payment from the Diocese, a claimant must execute a full Agreement and General Release, as discussed below, and return the original signed Agreement and General Release to the Administrators.

3. ELIGIBILITY REQUIREMENTS

The only claimants who may submit claims to the Administrators are: (i) individuals who have previously submitted complaints to the Diocese alleging that they were sexually abused as a minor by clergy of the Diocese, or (ii) the Legal Representative (as defined below) of such claimants. “Clergy of the Diocese” means bishops, priests, and deacons of the Diocese. As noted above, “minor” means 17 years old or younger at the time of the alleged sexual abuse.

Any claimant may retain the services of an attorney at law to submit his or her claim and all the supporting documentation. However, the Claim Form must be signed by the claimant or by a person with a power of attorney on behalf of the claimant or the claimant’s Legal Representative.

“Legal Representative” shall mean: (i) in the case of a minor, a parent or legal guardian authorized under law to serve as a minor’s legal representative; (ii) in the case of a deceased person, the spouse, descendant, relative, or other person who is authorized by law to serve as the decedent’s legal representative and submits proof of his or her appointment; or, (iii) in the case of an incompetent or legally incapacitated claimant, a person who has been duly appointed legal representative in accordance with applicable law and submits proof of his or her appointment.

For a claimant to be eligible for compensation under this Program, the following eligibility requirements must be met:

- a.) The claimant must have previously submitted a complaint to the Diocese alleging sexual abuse of the claimant as a minor by clergy of the Diocese.
- b.) The Administrators must find that the facts and circumstances of the claim of clergy sexual abuse demonstrate that the allegations are credible and provide sufficient corroboration and proof to justify the payment of compensation.

In addition, the following groups are not eligible to participate in the Program:

- a.) Estates of deceased claimants who do not have appropriate, legally authorized estate representatives;
- b.) Persons who have had their claims adjudicated by a court; and
- c.) Persons who previously entered into a settlement agreement resolving the claim of sexual abuse.

4. CLAIM AND COMPENSATION DETERMINATION FACTORS

A. Acceptance or Rejection of a Claim

Among the factors the Administrators will consider in evaluating individual claims are the following:

- 1.) Whether or not the clergy against whom the claimant alleges sexual abuse is a member of the Diocese, as opposed to a member of a religious order or priest of another diocese.
- 2.) The extent to which the claimant and/or the Diocese are able to document and corroborate the nature, frequency, and time of the alleged sexual abuse.

- 3.) Whether or not the allegations of sexual abuse are consistent with allegations made by other individuals concerning known alleged abusers.
- 4.) Whether or not there is evidence establishing that the Diocese had prior notice of the alleged abuser's propensity for such sexual abuse.
- 5.) Whether or not, in evaluating all of the facts and circumstances supporting the allegations, i.e., the context of the claim, there is sufficient circumstantial evidence to find eligibility and provide a designated level of compensation.
- 6.) Whether or not contemporaneous notification of the alleged abuse was given by the claimant to Church officials, law enforcement authorities, parents, friends, and/or others.
- 7.) Whether or not there exist medical or counseling records relevant to the alleged abuse.
- 8.) Whether or not the Administrators find the claims of the individual to be credible after a complete review of all relevant documentation provided by the claimant and the Diocese.

B. Amount of Compensation

In addition to the above factors, the Administrators may also consider the following factors in determining the amount of compensation to be paid to a claimant whose claim is accepted:

- 1.) The nature, extent, and frequency of the sexual abuse alleged by the claimant.
- 2.) Whether or not the claimant alleges aggravating circumstances, such as:
 - i. The age of the claimant;
 - ii. The severity of abuse;
 - iii. The location of abuse;
 - iv. Threats of physical harm and/or retaliation; and/or
 - v. Significant, verifiable, and life-altering psychological damage.
- 3.) The credibility of the claimant based upon all of the facts and circumstances.

- 4.) The nature, extent, and amount of any past, current and/or ongoing pastoral, counseling or other assistance provided to the claimant by the Diocese.

The Administrators — in their sole discretion — shall determine the appropriate compensation to be offered each claimant whose claim is accepted.

5. CLAIM FORM, INFORMATION AND DOCUMENTATION REQUIREMENTS

To participate in the Program, all individuals must submit a completed Claim Form. Each person must also submit the documentation requested on the Claim Form. Each person must also submit information sufficient to satisfy the Program's eligibility requirements, to allow the Administrators to review, process, and evaluate the submitted claim, and to substantiate the claim. All documentation previously provided to the Diocese by the claimant will be made available to the Administrators.

If so represented, the attorney or the Legal Representative will be responsible for submitting the Claim Form and necessary information and documentation relating to the represented claimant, and the Administrators will communicate solely with the attorney or Legal Representative. The Claim Form must be signed by the claimant, a person with power of attorney on behalf of the claimant, or the claimant's Legal Representative. Legal Representatives must also provide proof of representative capacity — such as a power of attorney, guardianship, appointment as the representative of an estate, appointment as guardian or attorney ad litem, custodial parent, or the equivalent — as is required to establish authority to act in a representative capacity. The Administrator or the Diocese may request proof of the attorney's retention by and representation of the claimant.

Specific documentation and proof requirements will be defined on the Claim Form. Additional documentation may be required at the discretion of the Administrators.

6. FILING FOR COMPENSATION

A. Equal Access and Fair Adjudications in the Claims Process

All claimants will be treated with respect, dignity, and fairness, without regard to race, color, sexual orientation, national origin, religion, gender, or disability. The Administrators will manage the process so that all claimants can equally access the Program's claim submission process so that claims will be adjudicated fairly. Individuals with disabilities and/or language barriers will be given the opportunity to effectively communicate their claims and to request special

process accommodations, which shall be made at the sole discretion of the Administrators.

B. Claim Submission Process and Procedures

Individual claimants must file the required Claim Form. Claim Forms and other relevant Program information will be sent to each potentially eligible claimant, and all claims should be completed and submitted to the Administrators postmarked no later than June 1, 2018. Questions regarding the completion of the Claim Form should be sent via email to the Administrators (contact information will be provided on the Claim Form). Claimants will mail the completed Claim Forms via overnight courier (a pre-paid overnight delivery envelope will be included in each claimant's packet) to the Program Administrators at the following address:

Independent Reconciliation and Compensation Program
Diocese of Buffalo
795 Main Street
Buffalo, NY 14203-1250

In order for the claim to be eligible for payment, a claimant must voluntarily consent to participate in the Program and agree to be bound by its terms and conditions. A claimant does not release any legal rights until such compensation is determined, the claimant is notified, and the claimant accepts the compensation and executes and delivers a binding Agreement and General Release. A claimant may reject an offer of compensation for no reason or any reason. A claimant may also stop participating in the Program and withdraw his or her claim at any time he or she wishes to do so prior to execution and delivery of an Agreement and General Release.

The Administrators cannot provide tax or legal advice to those receiving payments pursuant to this Program. The Administrators recommend consultation with a tax advisor concerning any questions regarding tax liability for payments made and received pursuant to this Program.

C. Incomplete or Deficient Claims

If a claimant submits an incomplete or deficient claim (e.g., the claimant failed to include required information or documentation or failed to sign the Claim Form), a deficiency notification will be sent to the claimant and a representative of the Program will informally work with the claimant in an effort to cure any such deficiencies.

The Administrators will work directly with all claimants as reasonably requested to make sure that all claims are submitted by the June 1, 2018 deadline.

D. Additional Claim Submissions and the Right to be Heard

Claimants or the Diocese may request a face-to-face personal meeting or telephone meeting with the Administrators prior to the time a claimant makes his or her decision to accept or reject compensation. At any time during this process, claimants may also request to meet with the Victim Assistance Coordinator of the Diocese. Both the claimant and the Diocese reserve the right to submit to the Administrators any information deemed relevant to the Administrators' evaluation and determination of any individual claim before the final processing and determination of the claim. Requested meetings will be scheduled at a mutually convenient time. Such a requested meeting will not serve to alter the eligibility, process, or documentation requirements set forth above. Requests to meet with the Administrators should be sent by e-mail or regular mail to the Administrators (contact information is on the Claim Form). In addition, the Administrators may request separate meetings with any or all of the claimant, his or her attorney or Legal Representative, and the Diocese at a reasonable mutually convenient time.

7. CLAIM DECISION, ACCEPTANCE, AND PAYMENT PROCESS

A. Confidential Notification of Program Decision

The Administrators will confidentially send the claimant the following in writing:

- 1.) The Administrators' decision regarding the claim;
- 2.) The settlement amount, if any, offered pursuant to this Program; and
- 3.) An Agreement and General Release to be signed by the claimant if the claimant accepts the offered settlement.

Settlement offers pursuant to this Program shall be valid for 60 days from receipt by the claimant or his or her attorney or Legal Representative, or the refusal of receipt, after which they are null and void.

B. Payment of Accepted Settlement Offers

Compensation payments will be issued by the Diocese following notification from the Administrators that the claimant has accepted an offer and that the Administrators have received an executed Agreement and General Release. Payments will be made by the Diocese within 30 days of receipt by the Administrators of the executed Agreement and General Release. Payments will be made by check or electronic funds transfer (as instructed by the claimant) to each Eligible Claimant. Checks will be sent to claimants via courier service.

8. CONFIDENTIALITY AND PRIVACY

The Program is deemed to be confidential except as to the exclusions set forth below. Participating claimants are not bound by any confidentiality provision and may disclose information regarding the claims process, the determination of the claim and any other information pertaining to his or her claim. All statements, documents, records, and information submitted by a claimant or discussed with the Administrators by a claimant pursuant to this Program will be used and disclosed by the Administrators and the Diocese only for the following purposes:

- a.) Processing the claimant's claim for compensation;
- b.) Administering the Program, including the prevention of fraud;
- c.) The protection of children under the Diocese's Safe Environment Program;
- d.) New allegations will be subject to review and discussion by and with investigative bodies within the Diocese;
- e.) Complying with any applicable legal requirements, including that certain allegations of sexual abuse against minors must be reported to the appropriate law enforcement agencies.

The Diocese and the Administrators will otherwise maintain all information regarding the claimant as confidential information to the fullest extent permitted by law.

9. QUALITY CONTROL PROCEDURES

In order to detect and prevent the payment of fraudulent claims, and for the purpose of assuring accurate and appropriate payments of accepted claims, the Administrators will implement procedures to verify and authenticate claims, and analyze claim submissions to detect inconsistencies, irregularities, and duplications.

Each individual claimant will sign the Claim Form at the time of submission, stating that the claimant certifies — under penalty of perjury — that the information provided in the Claim Form is true and correct to the best of the claimant's knowledge, and that the claimant understands that false statements or claims made in connection with such submission may result in fines, imprisonment, and/or any other remedy available by law.

10. RELEASE

No agreement to accept compensation will be enforceable until: (i) the claimant is made aware of the settlement amount; (ii) an Agreement and General

Release is executed; and (iii) the original executed Agreement and General Release is delivered to the Administrators.

Until an Agreement and General Release is executed and returned, the claimant has waived no rights and accordingly may decline the offer of compensation. The claimant may withdraw from the Program at any time prior to executing and returning an Agreement and General Release.

By submitting a claim under this Program, a claimant is seeking to resolve all claims against all responsible parties relating to allegations of sexual abuse involving the Diocese. If a claimant chooses to accept a final payment pursuant to this Program, the claimant will be required to sign a full Agreement and General Release, in a form satisfactory to the Diocese, of all past and future claims against any party relating to such allegations of sexual abuse.

Before signing such an Agreement and General Release, the claimant will be required to consult with an attorney selected by the claimant, or if the claimant so requests, the Administrators shall provide an attorney to the claimant pro bono (free of charge) to provide legal counseling to the claimant for the sole purpose of advising the claimant concerning the language and binding nature of the Agreement and General Release.

The Agreement and General Release will waive any rights the claimant or his or her heirs, descendants, legatees, and beneficiaries may have against the Diocese of Buffalo, or any potentially responsible party relating to such allegations of sexual abuse claims, to file an individual legal action relating to such allegations, or to participate in any legal action associated with such allegations.