

119 ARC



State of New Hampshire

DEC 17 2025

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 1, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), on behalf of the Office of the Youth Development Center Claims Administrator (YDCCA), to enter into a **Sole Source** contract amendment with Booth Consulting LLC (vendor #466429), Durham, NH, for trauma-informed consulting services by extending the contract end date from December 31, 2025, to December 31, 2026, with no change to the price limitation of \$677,687, effective January 1, 2026, upon Governor and Council approval. 100% Other Funds (Transfers from YDC Claims Settlement Funds).

EXPLANATION

This request is **Sole Source** because the original contract was not competitively bid. At the time that the contract was originally entered, the YDCCA was part of the Judicial Branch, which is not subject to the requirements of MOP 150. Pursuant to Chapter 141:437, Laws of 2025, the YDCCA was transferred to the Executive Branch, effective July 1, 2025, and subsequently was administratively attached to DAS. The position of Youth Development Center Claims Administrator (Administrator) has been vacant since August 1, 2025. Accordingly, DAS is presenting this request on behalf of the YDCCA.

Since 2023, the contractor has provided trauma-informed advising, consulting, fact facilitation, and training services; has attended resolution proceedings to assist in trauma informed factual inquiry as requested by the Administrator; and has provided organizational system development and support. The intent of this no-cost, contract extension is to maintain the status quo until such time as a new Administrator is appointed and has sufficient opportunity to renegotiate with the current contractor or seek a new contractor for the services provided.

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

BOOTH CONSULTING LLC

FIFTH CONTRACT AMENDMENT

This amendment (hereinafter called the "Fifth Amendment") between the State of New Hampshire, by and through the Department of Administrative Services (hereinafter "DAS") of 25 Capitol St, Concord, New Hampshire 03301, and Booth Consulting LLC (hereinafter "Contractor"), with principal address of 2 Constable Rd, Durham, NH 03824.

WHEREAS, a contract was entered into between the State of New Hampshire Judicial Branch (hereinafter NHJB) and the Contractor (or its predecessor in interest) effective June 7, 2023 ("Agreement") for claims processing services;

WHEREAS, pursuant to provision 10 of the Agreement, the Agreement may be modified by a written instrument signed by the Parties;

WHEREAS, the Contractor and the NHJB executed the First Contract Amendment on November 21, 2023; (date of AOC Director's signature); Second Contract Amendment on February 23, 2024 (date of AOC Director's signature); Third Contract Amendment on September 17, 2024 (date of AOC Director's signature); and Fourth Contract Amendment on June 6, 2025 (date of Interim Director's signature);

WHEREAS, the Contractor, NHJB and DAS entered into a substitution of parties agreement on November 14, 2025;

WHEREAS, the Contractor and the DAS have agreed to amend the Agreement further as specified below;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

1. Amendment To Agreement:

a. The Contract Term under Section 3 shall be replaced as follows: "The term of this contract shall commence on the signature of both parties to the original Agreement and end on December 31, 2026, unless extended by a written instrument signed by both parties."

2. Effective Date of the Amendment:

This Amendment shall be effective upon January 1, 2026 upon the approval of the Governor and Executive Council

3. Continuance of Agreement:

Except as specifically amended by the terms and conditions of this Amendment, the Agreement and the obligations of the parties, including Attachments, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Paul Booth
Name: *Paul Booth*
For Contractor

11-24-25
Date

Charles
Charles Arlinghaus
For DAS

12-1-25
Date

Christen Lavers
Name:
For Attorney General

12/1/25
Date

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the meeting on: _____

Date

Office of the Secretary of State

State of New Hampshire

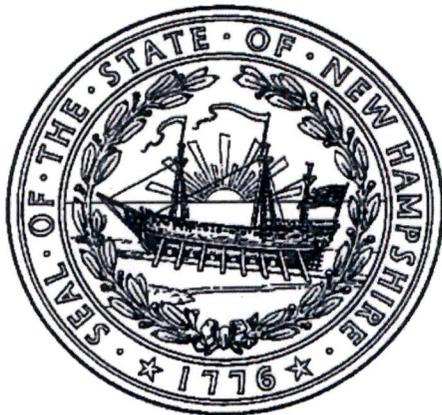
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BOOTH CONSULTING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 26, 2023. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **950027**

Certificate Number: **0007332991**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of November A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, **Paula Booth**, hereby certify that I am the sole Partner, Member or
(Name)

Manager and the sole officer of **Booth Consulting LLC** a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: 11/19/25

ATTEST:



(Name & Title) Owner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/01/2025

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 have ADDITIONAL INSURED provisions or 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 endorsements.

PRODUCER Preferra Insurance Company RRG Plan Administrator 1200 East Glen Avenue Peoria Heights, IL 61616-5348	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Booth Consulting, LLC PO Box 773 Durham, NH 03824-0773 OWNER(s): Paula Booth	INSURER A: Preferra Insurance Company Risk Retention Group		14366
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

CUSTOMER ID: 4YT5XZ3YYX1

CERTIFICATE NUMBER: P-GRO4T5TLUCYHJ2-02

REVISION NUMBER: 001

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

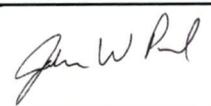
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> EPLI - CLAIMS MADE <input type="checkbox"/> EPLI - OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under Description of Operations below						PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Insurance Retroactive Date: 06-20-2023	N	N	P-GRO4T5TLUCYHJ2-02	06/20/2025	06/20/2026	Per Claim Limit \$1,000,000.00 Aggregate Limit \$3,000,000.00 State Licensing Board Limits \$35,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Office of the Youth Development Claims Administration State of New Hampshire P O Box 1930 Concord, New Hampshire 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ON ACCORDANCE WITH POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Booth Consulting LLC

PO Box 773

Durham, NH 03824

November 19, 2025

To Whom It May Concern:

This letter is to confirm that **Booth Consulting LLC**, a single-member Limited Liability Company organized in the State of **New Hampshire**, currently has **no employees**. The LLC is solely owned and operated by its single member, **Paula Booth**, and does not maintain any staff, contractors classified as employees, or payroll obligations.

I understand that should this employment status change, or if I hire individuals who are not exempt, I will be required to obtain appropriate workers' compensation coverage in compliance with state law.

Sincerely,



Paula Booth
Owner / Managing Member
Booth Consulting LLC

SUBSTITUTION OF PARTIES AGREEMENT

WHEREAS, the New Hampshire Judicial Branch (hereinafter NHJB) and Booth Consulting LLC (hereinafter Contractor) entered into an agreement to provide certain services to the administrator of the YDC Settlement Fund when the legislature had established the position of administrator within the NHJB; and

WHEREAS, pursuant to NH HB2 (Chapter 141, laws of 2025) the legislature has designated that the office of the administrator would be administratively attached to the Department of Administrative Services (hereinafter DAS); and

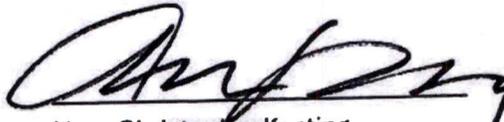
WHEREAS, the original contract provided for modifications by written amendment; and

WHEREAS, the settlement fund administrator desires to continue using the contracted services and Contractor wishes to continue to provide contracted services;

THEREFORE,

1. the parties enter into this agreement for the substitution of parties, and
2. the parties agree that references in the contract to NHJB should now be read to refer to DAS, and
3. DAS, per the signature of its commissioner, agrees to take on all obligations formerly held by NHJB; and
4. NHJB, per the signature of its authorized representative, releases Contractor from its performance toward NHJB; and
5. Contractor, per the signature of its authorized representative, agrees to release NHJB from its obligations under the contract and agrees to continue its performance under the contract for DAS

For NHJB:

 11.14.25
Hon. Christopher Keating

For DAS:


Charles M. Arlinghaus

For Contractor:

 11/14/25

**NEW HAMPSHIRE JUDICIAL BRANCH
AND
BOOTH CONSULTING LLC**

FOURTH CONTRACT AMENDMENT

This amendment (hereinafter called the "Fourth Amendment") between the State of New Hampshire Judicial Branch, by and through the Administrative Office of the Courts, (hereinafter "NHJB") of One Granite Place, Suite N400, Concord, New Hampshire 03301, and **Booth Consulting LLC** (hereinafter "Contractor"), with principal address of **2 Constable Road, Durham, NH 03824**.

WHEREAS, the Parties entered into a contract effective **June 7, 2023** ("Agreement") for the claims processing services;

WHEREAS, pursuant to provision 10 of the Agreement, the Agreement may be modified by a written instrument signed by the Parties;

WHEREAS, Paula Booth unconditionally assigned and transferred all of her rights, obligations and liabilities in and to the Agreement to Booth Consulting LLC; and Booth Consulting LLC hereby unconditionally assumed and agreed to perform any and all of the obligations and liabilities of Paula Booth under the Agreement accruing from and after the effective date of the Agreement;

WHEREAS, the Contractor and the NHJB executed the First Contract Amendment on November 21, 2023; (date of AOC Director's signature); Second Contract Amendment on February 23, 2024 (date of AOC Director's signature); and Third Contract Amendment on September 17, 2024 (date of AOC Director's signature);

WHEREAS, the Contractor and the NHJB have agreed to amend the Agreement further as specified below;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

1. **Amendment To Agreement:**

- a. The Not-to-Exceed-Cap shall be increased from \$475,875.00 (under Third Contract Amendment) to **\$677,687.00**. All references in the Agreement per Third Contract Amendment to \$475,875.00 shall be replaced with **\$677,687.00**.
- b. This cap adjustment represents anticipated work extending through June 30, 2025, under the current YDC Settlement Fund statute.
- c. The Contract Term under Section 3 shall be replaced as follows: "The term of this contract shall commence on the signature of both parties to the original Agreement and end on **December 31, 2025**, unless extended by a written instrument signed by both parties."

2. **Effective Date of the Amendment:**

This Amendment shall be effective upon the last date of the signatures below.

3. **Continuance of Agreement:**

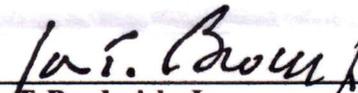
Except as specifically amended by the terms and conditions of this Amendment, the Agreement and the obligations of the parties, including Attachments, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



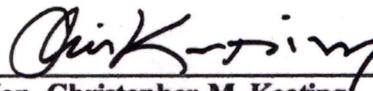
Paula Booth
Booth Consulting LLC
2 Constable Road
Durham, NH 03824
603-978-0367
Email: pnb11659@gmail.com

Date: 5/29, 2025



John T. Broderick, Jr.
Claims Administrator
New Hampshire Youth Development Center
Claims Administration & Settlement Fund

Date: May 30, 2025



Hon. Christopher M. Keating
Interim Director
Administrative Office of the Courts

Date: June 6, 2025

**NEW HAMPSHIRE JUDICIAL BRANCH
AND
BOOTH CONSULTING LLC**

THIRD CONTRACT AMENDMENT

This amendment (hereinafter called the "Second Amendment") between the State of New Hampshire Judicial Branch, by and through the Administrative Office of the Courts, (hereinafter "NHJB") of One Granite Place, Suite N400, Concord, New Hampshire 03301, and **Booth Consulting LLC** (hereinafter "Contractor"), with principal address of **2 Constable Road, Durham, NH 03824**.

WHEREAS, the Parties entered into a contract effective **June 7, 2023** ("Agreement", as amended on November 21, 2023, for the claims processing services;

WHEREAS, pursuant to provision 10 of the Agreement, the Agreement may be modified by a written instrument signed by the Parties;

WHEREAS, Paula Booth unconditionally assigned and transferred all of her rights, obligations and liabilities in and to the Agreement to Booth Consulting LLC; and Booth Consulting LLC hereby unconditionally assumed and agreed to perform any and all of the obligations and liabilities Paula Booth under the Agreement accruing from and after the effective date of the Agreement;

WHEREAS, the Contractor and the NHJB executed the **First Contract Amendment** on November 21, 2023 (date of AOC Director's signature), and **Second Contract Amendment** on February 23, 2024 (date of AOC Director's signature);

WHEREAS, the Contractor and the NHJB have agreed to amend the Agreement further as specified below;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

1. Amendments To Agreement:

- a. The Not-to-Exceed-Cap shall be increased from \$198,500.00 (under Second Contract Amendment) to **\$475,875.00**. All references in the Agreement per Second Contract Amendment to \$198,500.00 shall be replaced with **\$475,875.00**.
- b. This cap adjustment represents an increase for anticipated work extending through June 30, 2025.

**NEW HAMPSHIRE JUDICIAL BRANCH
AND
BOOTH CONSULTING LLC**

c. The Contract Term under Section 3 shall be replaced as follows: "The term of this Contract shall commence on the signature of both parties to the original Agreement and end on **June 30, 2025**, unless extended by a written instrument signed by both parties."

2. Effective Date of the Amendment:

This Amendment shall be effective upon the last date of the signature below.

3. Continuance of Agreement:

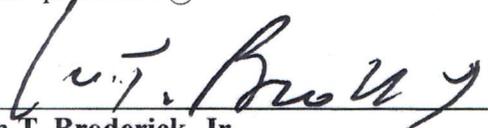
Except as specifically amended by the terms and conditions of this Amendment, the Agreement and the obligations of the parties, including Attachments, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



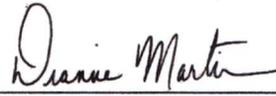
Booth Consulting
2 Constable Road
Durham, NH 03824
603-978-0367
Email: pnb11659@

Date: August ~~30~~, 2024



John T. Broderick, Jr.
Claims Administrator
New Hampshire Youth Development Center
Claims Administration & Settlement Fund

Date: August ~~31~~, 2024



Dianne Martin, Esq.
Director

September 17, 2024
Date: August ~~31~~, 2024

**NEW HAMPSHIRE JUDICIAL BRANCH
AND
BOOTH CONSULTING LLC**

Administrative Office of the Courts

**NEW HAMPSHIRE JUDICIAL BRANCH
AND
PAULA BOOTH (BOOTH CONSULTING LLC)**

SECOND CONTRACT AMENDMENT

This amendment (hereinafter called the “Second Amendment”) between the State of New Hampshire Judicial Branch, by and through the Administrative Office of the Courts, (hereinafter “NHJB”) of One Granite Place, Suite N400, Concord, New Hampshire 03301, and Booth Consulting LLC (hereinafter "Contractor"), with principal address of **2 Constable Road, Durham, NH 03824.**

WHEREAS, the NHJB and Paula Booth entered into a contract effective **June 7, 2023** (“Agreement”), as amended on November 21, 2023, for the claims processing services;

WHEREAS, pursuant to provision 10 of the Agreement, the Agreement may be modified by a written instrument signed by the Parties;

WHEREAS, Paula Booth unconditionally assigned and transferred all of her rights, obligations and liabilities in and to the Agreement to Booth Consulting LLC; and Booth Consulting LLC hereby unconditionally assumed and agreed to perform any and all of the obligations and liabilities Paula Booth under the Agreement accruing from and after the effective date of the Agreement;

WHEREAS, the Contractor and the NHJB have agreed to amend the Agreement further as specified below;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

1. Amendments To the Agreement:

- a. Any references to Paula Booth as the “Contractor” shall be replaced with “Booth Consulting LLC” throughout the Agreement.
- b. The Not-to-Exceed-Cap shall be increased from \$75,500.00 (under First Contract Amendment) to **\$198,500.00**. All references in the Agreement per First Contract Amendment to \$75,500.00 shall be replaced with **\$198,500.00**.
- c. Section III, Total Cost & Rates, of Attachment A shall be replaced in its entirety as follows:

III. Total Cost & Rates

**NEW HAMPSHIRE JUDICIAL BRANCH
AND
PAULA BOOTH (BOOTH CONSULTING LLC)**

The Not-To-Exceed-Cap of **\$198,500.00** includes both Category A and Category B services. This Cap may be extended pursuant to an advance written amendment only.

Category A services: Advising, Consulting, Training & Per-Claim Resolution Proceeding Assignments

a. For work performed under Table 1, Category A, Claims Processing, Administrative, as amended in this Second Amendment:

1. The Contractor will be paid at a rate of **\$150.00 per hour**.
2. Travel expenses will be charged at government rates for mileage.

b. For work performed under other Table 1 Category A services:

1. The Contractor will be paid at a rate of **\$200.00 per hour**.
2. Travel time to/from the Contractor's primary residence will be paid at 50% of hourly rate, *without* mileage expenses.

Category B services: Neutral Fact Facilitator Assignments

- c. The Contractor will be paid at a rate of **\$200.00 per hour**.
- d. Travel time to/from the Contractor's primary address will be paid at 50% of hourly rate, *with* mileage expenses.

The Contractor will clearly demark in invoicing different services, related rates, and related travel expenses.

d. First Row of Table 1, is amended in its entirety as follows:

Claims Processing, Administrative	<ul style="list-style-type: none"> -Guidance and consulting for TI Help as training for assisting claimants completing claim packets for submission -Guidance for TI thresholds (verification, referrals to neutral facilitator, final resolution) -Organizational system development and support.
--------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. Effective Date of the Amendment:

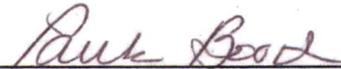
**NEW HAMPSHIRE JUDICIAL BRANCH
AND
PAULA BOOTH (BOOTH CONSULTING LLC)**

This Amendment shall be effective upon the last date of the signature below.

3. Continuance of Agreement:

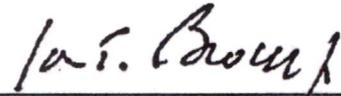
Except as specifically amended by the terms and conditions of this Amendment, the Agreement and the obligations of the parties, including Attachments, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Booth Consulting LLC
2 Constable Road
Durham, NH 03824
603-978-0367
Email: pnb11659@gmail.com

Date: January 23, 2024



John T. Broderick, Jr.
Claims Administrator
New Hampshire Youth Development Center
Claims Administration & Settlement Fund

February 1, 2024
Date: ~~January~~ 23, 2024



Dianne Martin, Esq.
Director
Administrative Office of the Courts

February
Date: ~~January~~ 23, 2024

**NEW HAMPSHIRE JUDICIAL BRANCH
AND
PAULA BOOTH**

FIRST CONTRACT AMENDMENT

This amendment (hereinafter called the "Amendment") between the State of New Hampshire Judicial Branch, by and through the Administrative Office of the Courts, (hereinafter "NHJB") of One Granite Place, Suite N400, Concord, New Hampshire 03301, and **Paula Booth** (hereinafter "Contractor"), with principal address of **2 Constable Road, Durham, NH 03824**.

WHEREAS, the Parties entered into a contract effective **June 1, 2023** ("Agreement") for the claims processing services;

WHEREAS, pursuant to provision 10 of the Agreement, the Agreement may be modified by a written instrument signed by the Parties;

WHEREAS, the Contractor and the NHJB have agreed to amend the Agreement as further specified below;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

1. Amendment To Agreement:

- a. The Not-to-Exceed-Cap under Section 5 of the Agreement and Section III of Attachment A shall be increased from **\$20,500.00**. All references in the Agreement and Attachment A to \$20,500.00 shall be replaced with **\$75,500.00**.
- b. The Contract Term under Section 3 of the Agreement shall be extended through September 30, 2024.

2. Effective Date of the Amendment:

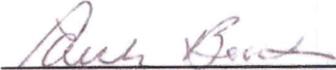
This Amendment shall be effective upon the signatures of both parties.

3. Continuance of Agreement:

Except as specifically amended by the terms and conditions of this Amendment, the Agreement and the obligations of the parties, including Attachments, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

**NEW HAMPSHIRE JUDICIAL BRANCH
AND
PAULA BOOTH**



Paula Booth

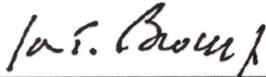
2 Constable Road

Durham, NH 03824

603-978-0367

Email: pnb11659@gmail.com

Date: October ~~23~~, 2023



John T. Broderick, Jr.

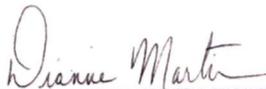
Claims Administrator

New Hampshire Youth Development Center

Claims Administration & Settlement Fund

November 1, 2023

Date: ~~October~~ , 2023



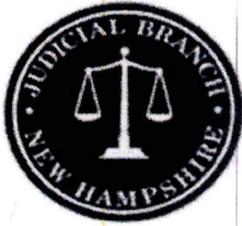
Dianne Martin, Esq.

Director

Administrative Office of the Courts

November 21, 2023

Date: ~~October~~ , 2023



**CONTRACT BETWEEN THE
NEW HAMPSHIRE JUDICIAL BRANCH
AND
PAULA BOOTH**

This agreement, including all attachments and amendments, (hereinafter the "Contract") is entered between the **State of New Hampshire Judicial Branch**, by and through the Administrative Office of the Courts, (hereinafter "NHJB") of One Granite Place, Suite N400, Concord, NH 03301, and **Paula Booth** (hereinafter "Contractor"), with principal address of **2 Constable Road, Durham, NH 03824**.

1. **Contract Overview.** The New Hampshire Legislature established the YDC Settlement Fund (the "Fund") under NH RSA 21-M:11-a, for victims of sexual and physical abuse at New Hampshire's youth detention center in prior decades to provide an administration process as a trauma-informed, victim-centered alternative to litigation for the efficient and fair resolution of potential claims against the State of New Hampshire. 2022 HB 1677, *Statement of Purpose* for NH RSA 21-M:11-a. The Legislature established a process for determining settlement amounts of claims under the Fund and directed the Attorney General to use the Fund for the purposes of administering claims. NH RSA 21-M:11-a, II *et seq.* The Legislature further established in the New Hampshire Judicial Branch a position known as the youth development center claims administrator, *id.* at I(a), III; and pursuant to RSA 21-M:11-a, John T. Broderick, Jr. has been appointed to serve an independent, neutral claims administrator (the "Claims Administrator").

The Claims Administrator selected **Paula Booth** as an independent consultant due to her trauma expertise and experience with individuals who have suffered physical and sexual trauma sensitive to the associated difficulties in recalling and expressing abuse, to assist the Claims Administrator in performing his duties and responsibilities to administer the Fund under NH RSA 21-M:11-a.

2. **Release of Documents.** This Contract and all related documents and data in the Contractor's possession, custody or control pursuant to performance of services may be subject to public disclosure in accordance with New Hampshire law and/or the New Hampshire Constitution. Any information or materials provided by the Contractor that the Contractor views as private, confidential or proprietary must be clearly marked by the Contractor as "Confidential". If the NHJB receives a request for information that has been identified by the Contractor as Confidential, then the NHJB will notify the Contractor if it intends to release the information so marked.

If the Contractor receives any request or demand for public disclosure of any information related to this Contract or services, the Contractor shall immediately inform the Contract Manager in writing, including a copy of any written request or demand for public disclosure. It is the sole decision of the Claims Administrator, in consultation with AOC General Counsel, whether to publicly release the information requested or demanded, subject to a court order of competent jurisdiction.

3. **Contract Term.** This Contract shall become effective on June 1, 2023 and shall remain in

full force until September 30, 2023. The Term of the Contract may be extended by mutual agreement in advance and in writing.

4. Scope of Services. The scope of services is set forth in **Attachment A**, which is incorporated by reference herein, and identifies two categories of services. For Category B Services (Neutral Fact Facilitator Assignments), such assignments are based on referrals by the Claims Administrator and the Contractor may decline the Claims Administrator's assignment.

The Contractor acknowledges and agrees that the hours needed for assignment work difficult to predict given the uncertainty of when and how many claims the Claims Administrator may assign and when and how many claims may be resolved by mutual agreement by the claimant and the State (through the Attorney General Designee), without the involvement of the Claims Administrator. The Contractor acknowledges and agrees that this Agreement does not guarantee any work or minimum number of hours to Contractor. Contractor understands that services will be on an as needed basis.

The Contractor understands that the Claims Administrator may cease a particular assignment at any time in writing without further liability to the Contractor. The Contractor may not bill for any hours not actually worked on the assignment.

Any additional services beyond those identified in **Attachment A** to be performed by the Contractor will be described with specifications and requirements in a written contract amendment executed by the Parties.

The Parties will regularly communicate about Services for the Claims Administrator to assess work needs, sequence/priorities, and work product to authorize projects for performance ("Authorized Services"). The Contractor must assist the Claims Administrator in developing anticipated Services to be considered for authorization in accordance with the purpose of the Contract. The NHJB will not pay for work that has not been authorized.

The Contractor agrees to perform the Services utilizing only qualified personnel, in a timely manner, on a good and reasonable best-efforts basis.

5. Contract Fees and Costs.

5.1 Total Cost. The Parties agree that the total cost of the Contract, including actual approved travel and expenses, **shall not exceed \$20,500.00** through the term of the Contract, to align with **Quarter Two through Quarter Three** of claims processing under NH RSA 21-M:11-a ("Not-to-Exceed-Cap").

The Contractor agrees to provide estimated budgets to assist the Claims Administrator in his reporting duties under NH RSA 21-M:11-a.

5.2 Documentation of Costs. The Contractor must maintain books, records, documents, and other data reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract.

5.3 Invoices. The Contractor must submit invoices for the services performed monthly. The Contractor must also submit monthly invoices for travel and other approved expenses incurred during the preceding month. The form for the invoices will be (1) a cover sheet indicating distribution of charges by Services category (outlined in *Attachment A*), name of employee who performed the work, rate, total of hours worked, fee for the period and applicable expenses, if any, and (2) an attached detail of work performed by days and hours. The Contractor must keep the receipts for all expenses included in the invoice and present them to the NHJB upon request.

5.4 Payment. All invoices submitted are subject to the NHJB and the Claims Administrator's written approval. The NHJB will pay the approved and undisputed invoice within thirty (30) days of the invoice receipt and approval. The Contractor understands that the internal review and approval process at times may require additional time for payment.

5.5 Invoice Address.

For Invoicing:

Jennifer Foley, General Counsel
New Hampshire Youth Development Center Claims Administration & Settlement Fund
PO Box 1930
Concord, NH 03302-1930
Email: JFoley@ydcclaims.nh.gov

And

Peggy Haskett
Executive Assistant to Administrator John T. Broderick, Jr.
Email: Peggy@ydcclaims.nh.gov

5.6 Payment Contingency. Payment is contingent upon the continued availability of funding appropriated to the Fund in accordance with NH RSA 21-M:11-a. To the extent, that any portion of the allocated funds becomes unavailable due to a lack of appropriation, the NHJB or the Claims Administrator may, at its option, terminate this Contract. The NHJB and the Claims Administrator shall not be required to transfer funds from any other account or source to fund the Contract. Upon termination and to the extent of lawfully available funds, the NHJB or the Claims Administrator will

remit all amounts due and all costs reasonably incurred by the Contractor through the date of termination.

When known, the Claims Administrator will inform the Contractor in advance of work performed that funding may become unavailable.

6. Contract Management. The Parties designate the following points of contact for all notices required under this Contract:

Claims Administrator Contract Manager:

The Claims Administrator (through his duly authorized representative) is the Contract Manager for this Contract and will direct the substantive work under the Contract in accordance with his duty to exercise independent decision-making. NH RSA 21-M:11-a, III.

The Claims Administrator currently assigned the following Contract Manager:
Jennifer Foley, General Counsel
New Hampshire Youth Development Center Claims Administration & Settlement Fund
PO Box 1930
Concord, NH 03302-1930
Phone: 603-724-8782 (cell)
Email: JFoley@ydcclaims.nh.gov

For any data security issues that may arise, the Contractor must notify the Contract Manager and NHJB Court IT at:

Matt Seaton
Chief Information Officer
Administrative Office of the Courts, NH Judicial Branch
Email: Mseaton@courts.state.nh.us

Contractor's Contract Manager:

Paula Booth
2 Constable Road
Durham, NH 03824
603-978-0367
Email: pnb11659@gmail.com

MAILING ADDRESS: PO Box 773
Durham, NH 03824

7. **Confidentiality.** This paragraph shall survive the termination of the Contract.

7.1 **Confidential Information.** During the term of this Contract, certain information will be disclosed to the Contractor, or the Contractor may acquire, obtain access to, develop, or create non-public, proprietary or confidential data, documents or information (collectively and individually “Confidential Information”). This Confidential Information will include, without limitation: (1) personal and highly sensitive information involving individual claimants to the YDC Settlement Fund, and (2) work product resulting from the Services. *See, e.g.*, NH RSA 21-M:11-a, VII(g). It is the obligation of the Contractor to treat all information in its possession, custody, or control pursuant to the Services as confidential, unless it is otherwise in the public domain.

The Contractor acknowledges the confidential character of the Confidential Information and agrees that the Confidential Information is the sole, exclusive and valuable property of the Claims Administrator. The Contractor shall maintain such Confidential Information as strictly confidential and agrees not to reproduce or divulge any of the Confidential Information to anyone outside of designed staff of the Claims Administrator without prior written consent. The Contractor must not use the Confidential Information except as necessary in the performance of Services under this Contract, whether during or after the Term of this Contract. The Contractor must maintain Confidential Information in its possession, custody, or control separate and apart from other records of the Contractor.

7.2 **Security Measures.** The Contractor must protect Confidential Information it receives according to commercially acceptable standards that account for its highly sensitive nature and, in any event, no less rigorously than it protects its own Confidential Information. The Contractor must implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all Confidential Information, be it electronic or hardcopy.

The Contractor must provide a written description of its security policies and procedures. In the event the Claims Administrator finds such policies and procedures not secure, the Contractor must amend such policies and procedures.

7.3 **Security Breach.** In the event of an actual or suspected security breach, the Contractor must immediately inform the Claims Administrator of the breach or suspected breach, and take all necessary and reasonable steps to prevent any further disclosure or use. Contractor will cooperate fully with the Claims Administrator in any data breach forensics and notification steps that it deems necessary or appropriate to comply with requirements of applicable law.

7.4 **Event of Data Breach.** The Contractor must comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a Security Breach, as defined by RSA 359-C:19, of

any of Contractor's security obligations, or other event requiring notification under applicable law, Contractor must:

- a. Notify the Claims Administrator and the Chief Information Officer of the New Hampshire Judicial Branch (NHJB) by telephone and e-mail of such event within 24 hours of discovery. The notice must specify at the minimum:
 - (i) The nature of the unauthorized access, use or disclosure;
 - (ii) The computerized data accessed, used or disclosed;
 - (iii) The person(s) who accessed, used or disclosed and/or received the computerized data (if known);
 - (iv) What Contractor has done or will do to mitigate any deleterious effect of unauthorized access, use or disclosure; and
 - (v) What corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.
- b. Assume responsibility for informing all individuals in accordance with applicable law.
- c. Indemnify, hold harmless and defend the NHJB and/or the State of New Hampshire and its agencies, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

7.5 Non-Disclosure Agreement. The Contractor must provide in writing and periodically update the list of authorized personnel who are involved in the performance of the Services under this Contract. The Contractor must notify its authorized personnel of the obligations under this Contract and to ensure personnel's compliance with the terms of this Contract. The Contractor shall be responsible for compliance by all its associated personnel and shall be liable for individual personnel's acts and omissions to the same extent as if they were made by the Contractor.

8. Professional Conduct. At all times during the term of the Contract, the Contractor must act in a manner that upholds the dignity and integrity of the NHJB. The Contractor will observe standards of fidelity and diligence appropriate to work for the NHJB.

During the term of the Contract, the Contractor may be engaged by one or more organization(s). The Contractor represents that the Contractor is not and shall not become a party to any agreement that conflicts with the duties under this Contract.

9. Contractor's Personnel.

9.1 Selection of Key Personnel. Contractor shall provide all necessary resources, including the necessary personnel, to perform its obligations under the Contract. The Claims Administrator has the right to review resumes and approve personnel prior to the selection of any project team or any replacement of staff. To the extent possible, the Contractor must assign key personnel to a project until

its completion. The NHJB reserves the right to require removal of the personnel who are found unacceptable to the NHJB or Claims Administrator. If the Contractor is required to remove personnel, replacements must have similar qualifications and experience.

9.2 Status. The Contractor, in the performance of its duties hereunder, agrees to serve as an independent contractor, and is neither an agent nor employee of the Claims Administrator or the NHJB. Nothing in this Contract shall be deemed to create or imply any relationship other than that of independent contractor. This Contract does not, nor does any other work Contractor's representatives perform for the Claims Administrator, entitle any individual to receive fringe benefits such as annual leave, sick leave, administrative leave, health insurance, dental insurance or retirement contributions. Nothing in this Contract shall be construed to grant any individual any rights as a regular, probationary or temporary employee of the Claims Administrator or the NHJB. Neither the Contractor nor any of its officers, employees, agents or members shall have the authority to bind the Claims Administrator or the NHJB or receive any benefits, workers' compensation or other emoluments provided by the NHJB to its employees.

10. Changes in Service. The Claims Administrator may, as agreed to by the Contractor, request changes within the general Scope of Services provided under this Contract, including (1) adding to the services; or (2) extending the period of scheduled performance. Such changes must be made by prior written amendment signed by both parties.

11. Severability. In the event one or more sections or paragraphs of this Contract is determined to be unenforceable under governing law, such determination shall have no effect on the remainder of this Contract and all other provisions will remain in full force and effect.

12. Conflicting Terms. To the extent there is a conflict between the provisions of this Contract and any attachments to this Contract, the provisions of this Contract control and take precedent.

13. Indemnification and Hold Harmless. This paragraph shall survive the termination of the Contract.

13.1 Contractor Indemnification. The Contractor shall defend, indemnify, and hold harmless the NHJB, the Claims Administrator and/or the State of New Hampshire, its officers and employees, from and against any claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement asserted against the NHJB, the Claims Administrator and/or the State of New Hampshire, its agencies, officers and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the NHJB, the Claims Administrator and/or the State of New Hampshire. This paragraph shall survive the termination of the Contract.

13.2 NHJB and the Claims Administrator. The Claims Administrator understands and acknowledges that the Claims Administrator makes their own independent judgment on processing claims and on final resolution of claims and that the Contractor is not responsible for losses, claims, damages, liabilities, or expenses that may result from those independent decisions and judgments. The Contractor makes no guarantee that its services will protect the Claims Administrator or any employee or agent from disciplinary or legal action by any federal or state authority, nor protect it or them from any civil, criminal liability or regulatory action. The Contractor understands and acknowledges that it is responsible for damages, liabilities, or expenses that may result from the Contractor's gross negligence or willful misconduct.

14. Assignment, Delegation and Subcontracts. The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the Claims Administrator and NHJB.

15. Force Majeure. The Parties shall not be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include Contractor's inability to hire or provide personnel needed for performance under the Contract.

16. Third Parties. With the exception of the Claims Administrator, the Parties do not intend to benefit any third parties and the Agreement shall not be construed to confer such a benefit.

17. Governing Law and Venue. The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions and is binding upon and inures to the benefit of the Parties and their respective successor and assigns. Any action arising under or related to this Contract shall be brought exclusively in the State of New Hampshire, Merrimack County Superior Court. This paragraph shall survive the termination of the Contract.

18. Termination

18.1 Termination. Upon termination for any reason, the Contractor will promptly wind up any pending work or services and send a final invoice, as further specified in this paragraph.

18.2 Termination for Cause. The NHJB and/or Claims Administrator may immediately terminate this Contract for cause, including failure to perform and timely cure a material provision of this Contract.

18.3 Termination for Convenience. The NHJB and/or the Claims Administrator may terminate this Contract, without cause, with advance 30 day written notice of termination.

18.4 Stop Date. Upon receipt of notice of termination, the Contractor will promptly stop work unless otherwise directed in writing; and notify the Claims Administrator of non-cancelable costs incurred up to the Stop Date. The NHJB will not be obligated to pay more than the unpaid balance due on conforming work completed prior to the termination date.

19. Return of Property. Unless otherwise instructed by the Claims Administrator, upon the termination, cancellation, expiration, or other conclusion of this Contract, the Contractor agrees to end all further use and utilization of, and to immediately return to the Claims Administrator or his designee or, at the Claims Administrator's discretion, destroy and not retain, any copies of any Confidential Information. This obligation applies whether the Confidential Information was furnished by the Claims Administrator or created or prepared by the Contractor pursuant to the provisions or requirements of this Contract. Confidential Information in whatever form will be deemed destroyed when it cannot practically be read, viewed, accessed or reconstructed. Upon such termination, cancellation, expiration, or other conclusion of this Contract, the Contractor must provide written confirmation of compliance with this paragraph.

20. Modification. This Contract may be amended only by an instrument in writing signed by both Parties.

21. Certification. The Contractor and its personnel and employees must comply with the state and federal laws and regulations and NHJB policies prohibiting discrimination on the basis of race, color, creed, religion, ethnic origin, age, sex, disability, sexual orientation, or other unlawful basis, and other policies, rules and regulations that have been made available to Contractor in writing or electronically (all as in effect from time to time).

22. General Terms.

22.1 Entire Agreement. The Contract and any attachments, each of which shall be deemed an original, constitute the entire agreement and understanding between the Parties, and supersedes all prior agreements and understandings relating hereto. No oral agreement or understanding or prior written agreement or document relating to the subject matter of this Contract shall be considered part of this Contract, and the same shall be deemed superseded by this Contract.

22.2 Other Contracting Entities. No part of this Agreement shall be construed as to limiting either Party from contracting with another person(s) or entity for the same or similar services covered by this Agreement.

22.3 Time sensitive. Time is of the essence of this Agreement or as further defined within each scope of work.

22.4 Rights and Remedies. The rights of both Parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either Party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights it may have.

22.5 Surviving Provisions. The provisions of this Agreement which by their explicit terms or their manifest intent are to survive, including without limitation those that relate to confidentiality, rights in work product, and indemnification, shall survive expiration or termination of this Agreement

23. Execution. This Agreement may be executed by transmittal of electronic signature counterparts.

Dianne Martin

Dianne Martin, Director
Administrative Office of the Courts

09/07/2023

Date

John T. Broderick, Jr.

John T. Broderick, Jr., Claims Administrator
New Hampshire Youth Development Center
Claims Administration & Settlement Fund

9/6/2023

Date

Paula Booth

Paula Booth
2 Constable Road
Durham, NH 03824
603-978-0367
Email: pnb11659@gmail.com

9-21-23

Date

Attachment A : Special Provisions, Scope of Services, and Total Cost

I. Special Provisions

1. The Contractor must use only the technology equipment and electronic workspace that the Claims Administrator supplies. The Contractor must not use any other technology equipment unless otherwise authorized by the Claims Administrator.
2. The Contractor warrants to the best of its knowledge and belief, there are no facts or circumstances that could give rise to a conflict of interest and further that the Contractor has no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with the performance under the Contract. The Contractor will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the services performed under the Contract. The Contractor agrees that if, at any time, the Contractor discovers or is made aware of a conflict of interest, the Contractor will immediately and fully disclose such interest in writing to the Claims Administrator. In addition, the Contractor must promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by the Contractor or by the Claims Administrator as a potential conflict. The Claims Administrator reserves the right to make a final determination regarding the existence of conflicts of interest, and the Contractor agrees to abide by the Claims Administrator's decision. If the Claims Administrator or the AOC determines that the Contractor was aware of a conflict of interest and did not disclose the conflict to the Claims Administrator, such nondisclosure will be considered a material breach of the Contract.

II. Scope of Services

The Contractor agrees to provide Category A services (Advising, Consulting, Training and Per-Claim Resolution Proceeding Assignments) and Category B services (Neutral Fact Facilitator Per-Claim Assignments), as described in Table 1 below.

III. Total Cost & Rates

The Not-To-Exceed-Cap of **\$20,500.00** includes both Category A and Category B services. This Cap may be extended pursuant to an advance written amendment only.

Category A services: Advising, Consulting, Training & Per-Claim Resolution Proceeding Assignments

- a. The Contractor will be paid at a rate of **\$200.00 per hour**.
- b. Travel time to/from the Contractor's primary address will be paid at 50% of hourly rate, *without* mileage expenses.

Category B services: Neutral Fact Facilitator Assignments

- c. The Contractor will be paid at a rate of **\$200.00 per hour**.
- d. Travel time to/from the Contractor's primary address will be paid at 50% of hourly rate, *with* mileage expenses.

TABLE 1

2023 Quarter Two through Quarter Three: Trauma-Informed (“TI”) Scope of Work

Category A services: Advising, Consulting, Training & Per-Claim Resolution Proceeding Assignments

Category A	Activity Description
Claims Processing, Administrative	-Guidance and consulting for TI Help as training for assisting claimants completing claim packets for submission -Guidance for TI thresholds (verification, referrals to neutral facilitator, final resolution)
Claimant and Potential Claimant Interfacing Training	-Training claims administration staff and others who are assisting staff in claimant interfacing and inquiries by potential claimants
Neutral Fact Facilitators Consultation & Training	-Developing neutral fact facilitator protocol and training materials -Training neutral fact facilitators for per-claim assignment work
Resolution Proceeding	-Guidance and consulting to develop protocol and providing training for Administrator and staff for TI process for informal hearings/meetings -Review claim packet (on per-claim assignment basis) to assist Administrator in determining information for and basis of resolution proceeding -Attend informal hearings/meetings with claimant interfacing for factual inquiry of claim (on a per-claim assignment basis) to assist Administrator in conducting resolution proceeding in trauma informed and victim centered manner
Administrator Consultation	-Review, revise, and/or develop TI public-facing documentation including How-To videos, slide decks, FAQs, website, templates, forms -Assist in developing TI resources packet to supply to claimants
Claimants Counsel, Volunteer Lawyers, Team Collaboration	- Participate in periodic discussion sessions with counsel and other non-claimant participants in claims process -Collaborate with other TI consultants assisting YDC Claims Administration

Category B services: Neutral Fact Facilitator Per-Claim Assignments

Category B	Activity Description
Neutral Fact Facilitator, Per-Claim Assignments	-Assigned fact facilitator per referral by Administrator to further develop information about a claim as submitted, such as conducting interviews of claimants and other fact development as needed and providing a written report (RSA 21-M:11-a, VIII(d), (e), (f)) - Such assignments are based on referrals by the Administrator, and the Administrator’s request for assignment can be declined by the Contractor.