

# ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of April, 2022

## **B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Attorney General**

(the “Province”)

- and -

**Nishnawbe-Aski Legal Services Corporation**

(the “Recipient”)

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions  
Schedule “B” - Project Specific Information and Additional Provisions  
Schedule “C” - Project  
Schedule “D” - Budget  
Schedule “E” - Payment Plan  
Schedule “F” - Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## 3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## 4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## 5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);


- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Attorney General**

March 29, 2022  
Date



\_\_\_\_\_  
Name: Marian Jacko  
Title: Assistant Deputy Attorney General,  
Indigenous Justice Division

**NISHNAWBE-ASKI LEGAL SERVICES  
CORPORATION**

March 29/2022  
Date



\_\_\_\_\_  
Name: Irene Linklater  
Title: Executive Director

I have authority to bind the Recipient.

March 29 2022  
Date



\_\_\_\_\_  
Name: Jim Beardy  
Title: Board Chair

I have authority to bind the Recipient.

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power

to fulfill its obligations under the Agreement;

- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;



- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

## A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "**Province**" includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
  - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

**A7.7 No Control of Records.** No provision of the Agreement will be construed to

give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

A10.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
  - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

## **A11.0 TERMINATION ON NOTICE**

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

A12.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any

representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

**A12.3 Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A12.4 Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;

- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A14.0 FUNDS UPON EXPIRY**

A14.1 **Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

#### **A15.0 DEBT DUE AND PAYMENT**

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.



## **A16.0 NOTICE**

**A16.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

**A16.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

**A16.3 Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A17.1 Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **A18.0 SEVERABILITY OF PROVISIONS**

**A18.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or

enforceability of any other provision of the Agreement.

## **A19.0 WAIVER**

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A20.0 INDEPENDENT PARTIES**

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

## **A22.0 GOVERNING LAW**

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the

Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	\$1,002,984.00 in Fiscal Year 2022/23 \$1,002,984.00 in Fiscal Year 2023/24
<b>Expiry Date</b>	March 31, 2024
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$2,000.00
<b>Insurance</b>	\$ 2,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Ministry of the Attorney General, Indigenous Justice Division</p> <p><b>Address:</b> 720 Bay Street, 4<sup>th</sup> Floor Toronto, ON M7A 2S9</p> <p><b>Attention:</b> Jennifer Abbott, Director</p> <p><b>Tel:</b> 416-326-0815</p> <p><b>Email:</b> <a href="mailto:Jennifer.abbott@ontario.ca">Jennifer.abbott@ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b> Nishnawbe-Aski Legal Services Corporation</p> <p><b>Address:</b> 138B Mission Road, Fort William First Nation, Thunder Bay, ON P7J 1K7</p> <p><b>Attention:</b> Irene Linklater, Executive Director</p> <p><b>Tel:</b> 807-622-1413 ext. 7075</p> <p><b>Email:</b> <a href="mailto:ilinklater@nanlegal.on.ca">ilinklater@nanlegal.on.ca</a></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b> Tara Thompson</p> <p><b>Position:</b> Financial Controller</p> <p><b>Address:</b> 138B Mission Road, Fort William First Nation, Thunder Bay, ON P7J 1K7</p> <p><b>Tel:</b> 807-474-4377   <b>Cell:</b> 807-631-3497</p> <p><b>Email:</b> <a href="mailto:tthompson@nanlegal.on.ca">tthompson@nanlegal.on.ca</a></p>

**Special Provisions:**

Youth Justice Provisions

Sections A2.1 e) i), ii) and iii); f); g); and h) are added to section A2.1 as follows:

- e) it shall advise any young person within the meaning of the *Youth Criminal Justice Act* who is a client of the Recipient that the young person,

- (i) has rights and freedoms in his or her own right, including the right to be heard in the course of, and to participate in, the processes that lead to decisions that affect them;
  - (ii) has the right to retain and instruct a lawyer; and
  - (iii) has the right to contact the Ontario Ombudsman for assistance with their case;
- f) it shall comply with the provisions of Part VI of the *Youth Criminal Justice Act* concerning the confidentiality of information or records relating to young person;
- g) In order to protect the privacy and confidentiality of youth clients, it shall ensure that any restorative justice program involving youth be delivered separately from programs delivered to adults; and

It shall ensure that a Canadian Police Information Centre (“**CPIC**”) and a Vulnerable Sector Screen (“**VSS**”) check be conducted on all full-time, part-time or casual staff, students, and volunteers prior to the commencement of placement.

**- END OF ADDITIONAL PROVISIONS -**

## **SCHEDULE “C” PROJECT**

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### **Gladue Writer Program**

The Recipient will provide Gladue Writer services (the ‘**Gladue Writer Program**’) in the following locations (the ‘**Catchment Area**’):

- Thunder Bay
- Sioux Lookout
- Timmins

The Recipient will, at the request of a court within the Catchment Area, prepare comprehensive reports that include Gladue factors and a detailed restorative justice plan. The reports will identify systemic or historical factors that brought the accused before the court and identify ways to address them.

The Recipient will produce a minimum of 90 reports per fiscal year of the Agreement.

The Recipient will provide ongoing awareness of the Gladue Writer Program within the Catchment Area.

The Recipient will ensure accountability of the Gladue Writer Program operations.

### **Gladue Aftercare Program**

The Recipient will deliver the Gladue Aftercare and Supervising Lawyer Program to assist Indigenous offenders in the Nishnawbe-Aski Nation (“**NAN**”) Territory with the fulfillment of recommendations made in a Gladue Report.

The Recipient will employ Gladue Aftercare Workers to provide assistance to NAN Territory members in the following locations:

- North East – Timmins
- North Central – Thunder Bay
- North West – Kenora
- North East – Cochrane
- North West – Dryden/Sioux Lookout

The Recipient will provide the following Gladue Aftercare services:

1. Identify eligible clients for the Gladue Aftercare Program;
2. Assist clients in completing the recommendations made in the Gladue Report that were ordered as part of the client’s sentence;
3. Ensure clients have completed intake form, consent form, and other relevant documents in their file;
4. Maintain a database that will enable easy access to client information and statistics;
5. Identify culturally appropriate community resources for clients, if requested; and
6. Conduct case management activities such as assessing, monitoring, and evaluating client files for the purposes of tracking, reporting, referring, planning, coordinating, implementing, and collaborating.

The Recipient will employ a Gladue Supervisor and a Supervising Lawyer to provide the following services:

1. Administer intake of all requests for the Gladue Writers and determine when and if a report can be completed;
2. Assign to the appropriate Gladue Writer and Gladue Aftercare Worker and follow up with the courts, defence counsel and the crown where there are any difficulties in completing reports, either at all or if further time is needed;
3. Maintain a record of all requests and the status of same;
4. Maintain a database;
5. Review Gladue reports before submission to the court;
6. Supervise and participate in the creation and maintenance of community mapping including the development of inserts for each of the NAN communities for inclusion in Gladue reports;
7. Assist in the preparation of Gladue reports and cover vacations, illness, (as required) to ensure Gladue services are delivered;
8. Ensure appropriate ongoing training for Gladue Writers and Gladue Aftercare Workers; and
9. Coordinate with the Area Director to develop and present Gladue workshops and seminars both for Public Legal Education for the NAN communities and for the panel lawyers to ensure compliance by the panel lawyers with the Gladue panel requirements as set out by Legal Aid Ontario and Nishnawbe-Aski Legal Services Corporation.

**- END OF PROJECT DESCRIPTION -**



**SCHEDULE "D"**  
**BUDGET**

<b>NALSC Gladue Annual Budget 2022 - 2023</b>	<b>Gladue Writer Program</b>	<b>Gladue Aftercare Program</b>
<b>REVENUE</b>		
Ministry of the Attorney General	369,309	633,675
<b>TOTAL REVENUE</b>	<b>369,309</b>	<b>633,675</b>
<b>EXPENDITURES</b>		
<b>Salaries<sup>1</sup></b>		
Gladue Writers (3 x \$56,000)	168,000	-
Gladue Writer Supervisor	5,000	-
Gladue Aftercare Lawyer	-	75,000
Gladue Aftercare Supervisor	-	67,000
Gladue Aftercare Caseworkers (6 x \$53,000)	-	318,000
<b>Benefits<sup>1</sup></b>		
Gladue Writer Program	25,200	-
Gladue Aftercare Program	-	55,500
<b>Direct Program Costs<sup>2</sup></b>		
Telephone Expense	10,000	5,000
Advertising & Promotion	5,000	2,500
Office Supplies	10,000	12,000
Computers/Computer Software	3,000	-
Elder Honorarium	2,500	1,250
Utilities	2,000	1,750
Rent	35,000	18,750
Program Evaluation	11,000	-
<b>Travel<sup>3</sup></b>		
Accommodations and Meals	8,500	5,000
Transportation	15,000	7,000
<b>Training<sup>4</sup></b>		
Staff Training	35,535	6,000
<b>Administration<sup>5</sup></b>		
Administrative Costs	33,574	58,925
<b>TOTAL EXPENDITURES</b>	<b>369,309</b>	<b>633,675</b>

**SCHEDULE "D"  
BUDGET**

<b>NALSC Gladue Annual Budget 2023 - 2024</b>	<b>Gladue Writer Program</b>	<b>Gladue Aftercare Program</b>
<b>REVENUE</b>		
Ministry of the Attorney General	369,309	633,675
<b>TOTAL REVENUE</b>	<b>369,309</b>	<b>633,675</b>
<b>EXPENDITURES</b>		
<b>Salaries<sup>1</sup></b>		
Gladue Writers (3 x \$56,000)	168,000	-
Gladue Writer Supervisor	5,000	-
Gladue Aftercare Lawyer	-	75,000
Gladue Aftercare Supervisor	-	67,000
Gladue Aftercare Caseworkers (6 x \$53,000)	-	318,000
<b>Benefits<sup>1</sup></b>		
Gladue Writer Program	25,200	-
Gladue Aftercare Program	-	55,500
<b>Direct Program Costs<sup>2</sup></b>		
Telephone Expense	10,000	5,000
Advertising & Promotion	5,000	2,500
Office Supplies	10,000	12,000
Computers/Computer Software	3,000	-
Elder Honorarium	2,500	1,250
Utilities	2,000	1,750
Rent	35,000	18,750
Program Evaluation	11,000	-
<b>Travel<sup>3</sup></b>		
Accommodations and Meals	8,500	5,000
Transportation	15,000	7,000
<b>Training<sup>4</sup></b>		
Staff Training	35,535	6,000
<b>Administration<sup>5</sup></b>		
Administrative Costs	33,574	58,925
<b>TOTAL EXPENDITURES</b>	<b>369,309</b>	<b>633,675</b>

**Budget Notes**

<sup>1</sup> **Salary and Benefits** shall include the salaries for all program positions or management staff positions (whether full-time or part-time) and pay equity (where applicable) and employee benefits. Employee benefits may include costs such as employer's contributions to the Canada Pension Plan, Employment Insurance, Workers' Compensation, Employment Health Tax, group medical, life and dental health insurance premiums, pension plans, vacation pay owing upon termination and an employee registered retirement savings plan.

<sup>2</sup> **Direct Program Costs** may include costs such as: costs related to (for example) program promotion such as advertising, printing of brochures and public information sessions; and materials and supplies.

<sup>3</sup> **Travel** may include costs such as: local transportation for clients, such as gasoline, parking and public transit; staff travel such as attending court; meeting with justice personnel; liaising with social service providers; meeting with clients, families, and other persons, and attending community meetings with respect to the program.

<sup>4</sup> **Training** expenses may include costs such as out-of-town travel, registration fees, resource materials related to training and honoraria for training resource people.

<sup>5</sup> **Administration costs** do not need to be listed as separate line items, and may include costs such as: secretarial services obtained from the program's sponsoring agency which is not a part-time or full-time position of the program; accounting, bookkeeping and audit services; rent; postage, telephone, long-distance and fax transmissions; leasing of furniture and equipment;

**- END OF BUDGET -**

**SCHEDULE "E"**  
**PAYMENT PLAN**

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All listed payments are based on the funder's total contribution for the Funding Year as documented in Schedule "D" and are contingent on receipt and approval of required documents in Schedule "F".

**For the Period: April 1, 2022 to March 31, 2023**

DATE	AMOUNT
April 1, 2022	\$501,492.00
October 1, 2022	\$250,746.00
January 1, 2023	\$250,746.00

**For the Period: April 1, 2023 to March 31, 2024**

DATE	AMOUNT
April 1, 2023	\$501,492.00
October 1, 2023	\$250,746.00
January 1, 2024	\$250,746.00

NOTE: The amounts above may be adjusted pursuant to the terms and conditions of the Agreement.

**- END OF PAYMENT PLAN -**

## SCHEDULE “F” REPORTS

All reports, statements and documents are due ANNUALLY to the Funders on dates listed below.

DUE DATE	REPORT OR DOCUMENT NAME	PERIOD COVERING
April 1 or within 30 days of signing	<ul style="list-style-type: none"> <li>• A list of communities to be served by the Program</li> <li>• Cash-flow statement based on the Funding Year budget and covering the period from April 1<sup>st</sup> to March 31<sup>st</sup>.</li> <li>• Valid certificate of insurance (if expired)</li> </ul>	April 1 to March 31
September 30	<ul style="list-style-type: none"> <li>• Audited Financial Statements (AFS) for the previous fiscal year (if applicable)</li> </ul>	Previous Fiscal Year
October 15	<ul style="list-style-type: none"> <li>• Initial Financial report</li> </ul>	April 1 to September 30 <i>including projections</i> for the period October 1 to March 31
October 31	<ul style="list-style-type: none"> <li>• Initial Workplan Report</li> <li>• Initial Statistical Report</li> </ul>	April 1 to September 30
January 15	<ul style="list-style-type: none"> <li>• Interim Financial Report</li> </ul>	October 1 to December 31, <i>including projections</i> for January 1 to March 31
January 30	<ul style="list-style-type: none"> <li>• Interim Statistical Report</li> </ul>	October 1 to December 31
February 1	<ul style="list-style-type: none"> <li>• Proposed workplan and budget</li> <li>• List of the communities to be serviced by the Program.</li> </ul>	New Fiscal Year (April to March)
April 15	<ul style="list-style-type: none"> <li>• Final Financial report for the period</li> <li>• Final Statistical report</li> </ul>	January 1 to March 31 <i>including total expenditures</i> for the period April 1 to March 31
April 30	<ul style="list-style-type: none"> <li>• Final Workplan Activity Report</li> <li>• Final Narrative and Evaluation</li> <li>• List of communities served by the Program during the year.</li> </ul>	October 1 to March 31
March 31	<ul style="list-style-type: none"> <li>• Five-year obligation to keep the Program records</li> </ul>	April 1 to March 31



		April 1, 2022- March 31, 2023		
		April 1, 2023- March 31, 2024		
<b>OBJECTIVE # 2: Promote Awareness of the Gladue Writer Program</b>				
<b>a. Activity</b>	<b>b. Lead &amp; Resources</b> Who in the organization will lead the activity? Who will lend assistance?	<b>c. Time Frame</b> When will the activity begin and when will it be completed?	<b>d. Indicators of Success</b> positive impacts on community or client/s, e.g. reduced bullying in schools, reduced recidivism (re-offending), community members feel safer, etc. e.g. # of mediations, family group conferences, healing circles, sentencing circles, or other actions that apply to the type of program i.e. RJ, IVP etc. # of participants, impact on community or program?	<b>e. ACTIVITY REPORT-What did you achieve?</b> Please complete this column for the activity report, ensuring there are no blanks. For activities for which there has been no progress, please describe barriers and challenges to completion, future plans to completion, or where applicable, comments to outline why the activity is being abandoned.
To promote awareness of the Gladue program through community presentations, holding information sessions at community functions, Gladue posters, newsletters, and distribution of Gladue promotional items.	Gladue Manager/Gladue Writers/Aftercare	April 1, 2022- March 31, 2024  April 1, 2022- March 31, 2024	Host 12 community workshops, 2 Wawatay Radio shows, 500 pamphlets, 4 newsletters.	
To promote Gladue presentations to other justice stakeholders	Gladue Manager/Gladue writers/Aftercare	April 1, 2022- March 31, 2023  April 1, 2023- March 31, 2024	Host 4 presentations/ 4 Q & A to promote Gladue presentations to Probation and Parole, judges, Crown Attorneys, and lawyers, and NAPS, OPP.	
To promote Gladue presentations to NAN Chiefs and NAN communities.	Gladue Manager/writers/Aftercare workers	April 1, 2022- March 31, 2023  April 1, 2023- March 31, 2024	A Gladue Program presentation is provided at NAN Political AGMS, and Chief and Councils/NAN communities.  Host 5 sessions 5 in target communities.	

**OBJECTIVE # 3: To ensure accountability and transparency of Gladue Program Administration**

<b>a. Activity</b>	<b>b. Lead &amp; Resources</b> Who in the organization will lead the activity? Who will lend assistance?	<b>c. Time Frame</b> When will the activity begin and when will it be completed?	<b>d. Indicators of Success</b> positive impacts on community or client/s, e.g. reduced bullying in schools, reduced recidivism (re-offending), community members feel safer, etc. e.g. # of mediations, family group conferences, healing circles, sentencing circles, or other actions that apply to the type of program i.e. RJ, IVP etc. # of participants, impact on community or program?	<b>e. ACTIVITY REPORT-What did you achieve?</b> Please complete this column for the activity report, ensuring there are no blanks. For activities for which there has been no progress, please describe barriers and challenges to completion, future plans to completion, or where applicable, comments to outline why the activity is being abandoned.
Yearly evaluations of staff on the performance of their job knowledge  To provide adequate mental health support to Gladue staff	Gladue Manger  Gladue manager/HR	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Conduct 6 work evaluations of Gladue writers.  Provide 4 Elder’s debriefing sessions annually.  Host 6 team building events.	
To continue to have monthly Gladue staff meetings to address Gladue issues and concerns/celebrating certain milestones.	Gladue Manager/Writers /Aftercare Workers	April 1, 2022-March 31, 2023	Hold 6 staff meetings.	
To collaborate with other NALSC departments to reduce recidivism	Gladue Manager/Aftercare	April 1, 2023-March 31, 2024	# of clients referred to restorative justice, Victim/Witness, Community Hub, and Talking Together Program	

**OBJECTIVE # 4: Build Strong Partnerships with First Nation and Urban Service Providers for Gladue Clients**

<b>a. Activity</b>	<b>b. Lead &amp; Resources</b> Who in the organization will lead the activity? Who will lend assistance?	<b>c. Time Frame</b> When will the activity begin and when will it be completed?	<b>d. Indicators of Success</b> positive impacts on community or client/s, e.g. reduced bullying in schools, reduced recidivism (re-offending), community members feel safer, etc. e.g. # of mediations, family group conferences, healing circles, sentencing circles, or other actions that apply to the type of program i.e. RJ, IVP etc. # of participants, impact on community or program?	<b>e. ACTIVITY REPORT-What did you achieve?</b> Please complete this column for the activity report, ensuring there are no blanks. For activities for which there has been no progress, please describe barriers and challenges to completion, future plans to completion, or where applicable, comments to outline why the activity is being abandoned.



To identify a permanent indigenous name for the Gladue program	Gladue Team	April 1, 2022-September 2022.	A new indigenous name for the Gladue program.	
To liaison with First Nation Chief and council justice portfolio holders to implement restorative justice alternatives	Gladue Manager/Writers /Aftercare Workers.	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	To hold 6 discussion sessions on implementing justice committees/restorative justice options in the community.	
To liaise with First Nation service providers: Health Centres, Family Well-Being, NNADAP, Elders, and justice committees, Mental Health Workers, Cultural and Healing Programs.	Gladue Writers/Aftercare Workers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Hold 20 liaison sessions to provide support for Gladue clients with services/Restorative Justice Options.	
Maintain Partnerships with relevant urban service providers: Canadian Mental Association, John Howard Society, Mental Health and Addictions, Treatment and Healing Programs, NILO Workers.	Gladue Writers/Aftercare Workers.	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Hold 20 partnership and advocacy sessions with urban service providers for Gladue clients.	

**OBJECTIVE # 5: To work collaboratively with the Aftercare Workers**

<b>a. Activity</b>	<b>b. Lead &amp; Resources</b> Who in the organization will lead the activity? Who will lend assistance?	<b>c. Time Frame</b> When will the activity begin and when will it be completed?	<b>d. Indicators of Success</b> positive impacts on community or client/s, e.g. reduced bullying in schools, reduced recidivism (re-offending), community members feel safer, etc. e.g. # of mediations, family group conferences, healing circles, sentencing circles, or other actions that apply to the type of program i.e. RJ, IVP etc. # of participants, impact on community or program?	<b>e. ACTIVITY REPORT-What did you achieve?</b> Please complete this column for the activity report, ensuring there are no blanks. For activities for which there has been no progress, please describe barriers and challenges to completion, future plans to completion, or where applicable, comments to outline why the activity is being abandoned.
To communicate with Aftercare Workers with the on-going status of	Gladue Writers/Aftercare Workers	April 1, 2022-March 31, 2023	Provide 60 on-going services and support for aftercare to Gladue clients.	

<p>the Gladue Report, dispositions outcome, and provide aftercare services.</p> <p>To case conference with Aftercare workers on mutual clients and update progress of recommendations.</p>	<p>Gladue Writer/Aftercare</p>	<p>April 1, 2023- March 31, 2024</p>	<p>To have 30 case conferences with Aftercare workers for case management of clients.</p>	
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***This portion will be completed during reporting periods:***

<p><b>ACTIVITY REPORT (continued) SUCCESS STORIES</b></p>	
<p>Please share a success story of how your program has contributed to increasing safety and wellness in your community and/or a story of a client who completed a process (for example victim-offender mediation, family group conference etc.) that your program facilitated where the outcome was successful for both the victim and offender. Please include the following information in your narrative:</p> <ul style="list-style-type: none"> <li>• Tell us about the victim and offender – were they adult or youth? Any other important information that might help us understand the situation?</li> <li>• Where did the referral come from (policy, crown, school etc.)?</li> <li>• What was the issue that resulted in the referral (source of conflict or charge)?</li> <li>• What process was used (mediation, family group conference etc.)?</li> <li>• Who participated in the process?</li> <li>• What was the outcome? This is where we are very interested to hear about the impact of this success story. What makes it a success story? How did the process affect those involved, including the victim, offender, family, friends, community etc.?</li> <li>• Any other information that you think is important to include.</li> </ul> <p><b>Please remove any personal information that would identify a client. Please check below:</b></p> <p><input type="checkbox"/> I agree that success stories may be shared by the Ontario Ministry of the Attorney General or Justice Canada for the purposes of program evaluations, public communications and program renewal.</p>	
<p><b>Success Story #1</b></p>	
<p><b>Success Story #2</b></p>	

## GLADUE AFTERCARE PROGRAM

- For the Period:** April 1, 2022 to March 31, 2023  
 **For the Period:** April 1, 2023 to March 31, 2024

<b>OBJECTIVE #1:</b> Assist Gladue Clients with Aftercare in Post Sentencing				
<b>a. Activity</b>	<b>b. Lead &amp; Resources</b> Who in the organization will lead the activity? Who will lend assistance?	<b>c. Time Frame</b> When will the activity begin and when will it be completed?	<b>d. Indicators of Success</b> positive impacts on community or client/s, e.g. reduced bullying in schools, reduced recidivism (re-offending), community members feel safer, etc. e.g. # of mediations, family group conferences, healing circles, sentencing circles, or other actions that apply to the type of program i.e. RJ, IVP etc. # of participants, impact on community or program?	<b>e. ACTIVITY REPORT- What did you achieve?</b> Please complete this column for the activity report, ensuring there are no blanks. For activities for which there has been no progress, please describe barriers and challenges to completion, future plans to completion, or where applicable, comments to outline why the activity is being abandoned.
To research culturally appropriate resources for Gladue clients.	Gladue Aftercare Workers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Identify and refer 6 clients (Per quarter) to culturally appropriate resources within the community.	
To work with Gladue clients after sentencing in case management and assist clients with transportation.	Gladue Aftercare Workers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Provide 8 outreach services per month for Gladue clients.	
To assist Gladue clients in the referral process to: <ul style="list-style-type: none"> <li>• alcohol and drug treatment centres</li> <li>• mental health counselling</li> <li>• culturally appropriate programming</li> <li>• education</li> <li>• restorative justice</li> <li>• employment training, and</li> </ul>	Gladue Aftercare Workers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Refer 10 clients per quarter to appropriate services to receive adequate care for proper programming needs. Depending on the number of Gladue Reports completed or adjournments for sentencing.	

• social services (ODSP, Ontario Works, housing).				
To assist Gladue clients through the court process and explain their understanding of procedures and outcomes.	Gladue Aftercare Workers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Record the number of clients assisted in the court process.	
Follow-up with the client in carrying out the Gladue recommendations	Gladue Aftercare Workers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Manager monitors Aftercare follow up with clients and reports quarterly.	
<b>OBJECTIVE # 2:</b> Aftercare Workers Build Partnerships with Other Agencies: First Nation and Urban areas.				
<b>a. Activity</b>	<b>b. Lead &amp; Resources</b> Who in the organization will lead the activity? Who will lend assistance?	<b>c. Time Frame</b> When will the activity begin and when will it be completed?	<b>d. Indicators of Success</b> positive impacts on community or client/s, e.g. reduced bullying in schools, reduced recidivism (re-offending), community members feel safer, etc. e.g. # of mediations, family group conferences, healing circles, sentencing circles, or other actions that apply to type of program i.e. RJ, IVP etc. # of participants, impact on community or program?	<b>e. ACTIVITY REPORT- What did you achieve?</b> Please complete this column for the activity report, ensuring there are no blanks. For activities for which there has been no progress, please describe barriers and challenges to completion, future plans to completion, or where applicable, comments to outline why the activity is being abandoned.
To work collaboratively with other agencies in outreach supports for Gladue Clients to successfully reintegrate clients	Aftercare Workers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Make 12 referrals to other service providers for Gladue clients	

back into the community.				
To liaison with First Nation Chief and council justice portfolio holders to implement culturally appropriate sentences	Aftercare Workers/Writers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Document number of First Nation communities contacted regarding implementing culturally appropriate sentences for clients.	
To liaise with First Nation service providers: Health Centres, Family Well-Being, NNADAP, Elders, and justice committees, Mental Health Workers, Cultural and Healing Programs for clients to implement Gladue culturally appropriate sentences.	Aftercare Workers/Writers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Refer 5 NAN clients per quarter to appropriate services within the communities.	
Maintain Partnerships with relevant urban service providers: Canadian Mental Association, John Howard Society, Mental Health and Addictions, Treatment and Healing Programs for Gladue clients.	Aftercare Workers/Writers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	To record the number of clients sent to urban service providers as per sentencing recommendations.	

**OBJECTIVE # 3: Provide Gladue Awareness and Presentations to other Social Service Providers/First Nations/Justice Partners**

<b>a. Activity</b>	<b>b. Lead &amp; Resources</b>	<b>c. Time Frame</b>	<b>d. Indicators of Success</b>	<b>e. ACTIVITY REPORT- What did you achieve?</b>
	Who in the organization will lead the activity? Who will lend assistance?	When will the activity begin and when will it be completed?	positive impacts on community or client/s, e.g. reduced bullying in schools, reduced recidivism (re-offending), community members feel safer, etc. e.g. # of mediations, family group conferences, healing circles, sentencing circles, or other actions that apply to type of program i.e. RJ, IVP etc. # of participants, impact on community or program?	Please complete this column for the activity report, ensuring there are no blanks. For activities for which there has been no progress,

				please describe barriers and challenges to completion, future plans to completion, or where applicable, comments to outline why the activity is being abandoned.
To promote awareness of the Gladue program through community presentations, holding information sessions at community functions, Gladue posters, newsletters, and distribution of Gladue promotional items.	Aftercare Workers/Writers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Arrange 12 Gladue Awareness information sessions throughout the reporting year.	
To promote Gladue presentations to other justice stakeholders	Gladue Manager/Aftercare/Writers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Host 4 Internal and external Gladue awareness workshops/newsletters.	
To promote Gladue presentations to NAN Chiefs and communities.	Gladue Manager/Aftercare/Writers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Arrange 6 Gladue presentations to NAN chiefs in the NAN territory.	
Continue to provide professional development to other social service providers/justice partners by hosting presentations related to Gladue.	Gladue Manager/Aftercare Workers/Writers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	The Gladue Team to host 2 presentations on Gladue.	
<b>OBJECTIVE # 4: Professional Development and Training</b>				

<b>a. Activity</b>	<b>b. Lead &amp; Resources</b> Who in the organization will lead the activity? Who will lend assistance?	<b>c. Time Frame</b> When will the activity begin and when will it be completed?	<b>d. Indicators of Success</b> positive impacts on community or client/s, e.g. reduced bullying in schools, reduced recidivism (re-offending), community members feel safer, etc. e.g. # of mediations, family group conferences, healing circles, sentencing circles, or other actions that apply to type of program i.e. RJ, IVP etc. # of participants, impact on community or program?	<b>e. ACTIVITY REPORT- What did you achieve?</b> Please complete this column for the activity report, ensuring there are no blanks. For activities for which there has been no progress, please describe barriers and challenges to completion, future plans to completion, or where applicable, comments to outline why the activity is being abandoned.
To provide professional development to Gladue Aftercare Workers to attend workshops, conferences, symposiums related to justice.	Gladue Manager/Aftercare Workers/Writers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	The Gladue Team to attend 4 professional development training sessions.	
Collaborate with other justice stakeholders in professional development e.g., First Aid Mental Health, Naloxone Training, First Aid	Gladue Aftercare/Writers	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Attend 4 training sessions that supports Gladue clients' needs for services/assistance	
Yearly evaluations of Aftercare workers on the performance of their job knowledge	Gladue Manger	April 1, 2022-March 31, 2023 April 1, 2023-March 31, 2024	Conduct 6 work evaluations on staff.	

**ACTIVITY REPORT (continued) SUCCESS STORIES**

Please share a success story of how your program has contributed to increasing safety and wellness in your community and/or a story of a client who completed a process (for example victim-offender mediation, family group conference etc.) that your program facilitated where the outcome was successful for both the victim and offender. Please include the following information in your narrative:

- Tell us about the victim and offender – were they adult or youth? Any other important information that might help us understand the situation?
- Where did the referral come from (policy, crown, school etc.)?
- What was the issue that resulted in the referral (source of conflict or charge)?
- What process was used (mediation, family group conference etc.)?
- Who participated in the process?
- What was the outcome? This is where we are very interested to hear about the impact of this success story. What makes it a success story? How did the process affect those involved, including the victim, offender, family, friends, community etc.?
- Any other information that you think is important to include.

**Please remove any personal information that would identify a client. Please check below:**

I agree that success stories may be shared by the Ontario Ministry of the Attorney General or Justice Canada for the purposes of program evaluations, public communications and program renewal.

<b>Success Story #1</b>	
<b>Success Story #2</b>	



## FINANCIAL REPORTING (F-2)

For the Period: April 1, 2022 to March 31, 2023

NALSC Gladue Program	Budget 2022-2023	Initial Actuals Apr 1 - Sep 30	Interim Actuals Oct 1 - Dec 31	Final Report Jan 1 - Mar 31	Total YTD	Projections to YE
<b>REVENUE</b>						
Ministry of the Attorney General	1,002,984					
Other:	-					
<b>TOTAL REVENUE</b>	<b>1,002,984</b>					
<b>EXPENDITURES</b>						
<b>Salaries<sup>1</sup></b>						
<i><b>Gladue Writer Program:</b></i>						
Gladue Writers	168,000					
Gladue Writer Supervisor	5,000					
<i><b>Gladue Aftercare Program:</b></i>						
Gladue Aftercare Lawyer	75,000					
Gladue Aftercare Supervisor	67,000					
Gladue Aftercare Caseworkers	318,000					
<b>Benefits<sup>1</sup></b>						
<i><b>Gladue Writer Program</b></i>	25,200					
<i><b>Gladue Aftercare Program</b></i>	55,500					
<b>Direct Program Costs<sup>2</sup></b>						
<i><b>Gladue Writer Program:</b></i>						
Telephone Expense	10,000					
Advertising & Promotion	5,000					
Office Supplies	10,000					
Computers/Computer Software	3,000					
Elder Honorarium	2,500					
Utilities	2,000					
Rent	35,000					
Program Evaluation	11,000					
<i><b>Gladue Aftercare Program:</b></i>						
Telephone Expense	5,000					
Advertising & Promotion	2,500					
Office Supplies	12,000					
Elder Honorarium	1,250					
Utilities	1,750					
Rent	18,750					
<b>Travel<sup>3</sup></b>						
<i><b>Gladue Writer Program:</b></i>						
Accommodation and Meals	8,500					
Transportation	15,000					
<i><b>Gladue Aftercare Program:</b></i>						
Accommodation and Meals	5,000					
Transportation	7,000					
<b>Training<sup>4</sup></b>						
<i><b>Gladue Writer Program</b></i>	35,535					
<i><b>Gladue Aftercare Program</b></i>	6,000					
<b>Administration<sup>5</sup></b>						
<i><b>Gladue Writer Program</b></i>	33,574					
<i><b>Gladue Aftercare Program</b></i>	58,925					
<b>TOTAL EXPENDITURES</b>	<b>1,002,984</b>					

**For the Period: April 1, 2023 to March 31, 2024**

<b>NALSC Gladue Program</b>	<b>Budget 2023-2024</b>	<b>Initial Actuals Apr 1 - Sep 30</b>	<b>Interim Actuals Oct 1 - Dec 31</b>	<b>Final Report Jan 1 - Mar 31</b>	<b>Total YTD</b>	<b>Projections to YE</b>
<b>REVENUE</b>						
Ministry of the Attorney General	1,002,984					
Other:	-					
<b>TOTAL REVENUE</b>	<b>1,002,984</b>					
<b>EXPENDITURES</b>						
<b>Salaries<sup>1</sup></b>						
<i><b>Gladue Writer Program:</b></i>						
Gladue Writers	168,000					
Gladue Writer Supervisor	5,000					
<i><b>Gladue Aftercare Program:</b></i>						
Gladue Aftercare Lawyer	75,000					
Gladue Aftercare Supervisor	67,000					
Gladue Aftercare Caseworkers	318,000					
<b>Benefits<sup>1</sup></b>						
<i><b>Gladue Writer Program</b></i>	25,200					
<i><b>Gladue Aftercare Program</b></i>	55,500					
<b>Direct Program Costs<sup>2</sup></b>						
<i><b>Gladue Writer Program:</b></i>						
Telephone Expense	10,000					
Advertising & Promotion	5,000					
Office Supplies	10,000					
Computers/Computer Software	3,000					
Elder Honorarium	2,500					
Utilities	2,000					
Rent	35,000					
Program Evaluation	11,000					
<i><b>Gladue Aftercare Program:</b></i>						
Telephone Expense	5,000					
Advertising & Promotion	2,500					
Office Supplies	12,000					
Elder Honorarium	1,250					
Utilities	1,750					
Rent	18,750					
<b>Travel<sup>3</sup></b>						
<i><b>Gladue Writer Program:</b></i>						
Accommodation and Meals	8,500					
Transportation	15,000					
<i><b>Gladue Aftercare Program:</b></i>						
Accommodation and Meals	5,000					
Transportation	7,000					
<b>Training<sup>4</sup></b>						
<i><b>Gladue Writer Program</b></i>	35,535					
<i><b>Gladue Aftercare Program</b></i>	6,000					
<b>Administration<sup>5</sup></b>						
<i><b>Gladue Writer Program</b></i>	33,574					
<i><b>Gladue Aftercare Program</b></i>	58,925					
<b>TOTAL EXPENDITURES</b>	<b>1,002,984</b>					

### Eligible Expense Notes:

<sup>1</sup> **Salary and Benefits** shall include the salaries for all program positions or management staff positions (whether full-time or part-time) and pay equity (where applicable) and employee benefits. Employee benefits may include costs such as employer's contributions to the Canada Pension Plan, Employment Insurance, Workers' Compensation, Employment Health Tax, group medical, life and dental health insurance premiums, pension plans, vacation pay owing upon termination and an employee registered retirement savings plan.

<sup>2</sup> **Direct Program Costs** may include costs such as: costs related to (for example) program promotion such as advertising, printing of brochures and public information sessions; and materials and supplies.

<sup>3</sup> **Travel** may include costs such as: local transportation for clients, such as gasoline, parking and public transit; staff travel to attend court; meet with justice personnel; liaise with social service providers; meet with clients, families, and other persons, and attend community meetings with respect to the program.

<sup>4</sup> **Training** expenses may include costs such as out-of-town travel, registration fees, resource materials related to training and honoraria for training resource people.

<sup>5</sup> **Administration costs** do not need to be listed as separate line items, and may include costs such as: secretarial services obtained from the program's sponsoring agency which is not a part-time or full-time position of the program; accounting, bookkeeping and audit services; rent; postage, telephone, long-distance and fax transmissions; leasing of furniture and equipment;

## STATISTICAL REPORTING (F-3)

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### GLADUE WRITER PROGRAM

- For the Period: April 1, 2022 to March 31, 2023**  
 **For the Period: April 1, 2023 to March 31, 2024**

Gladue Report Writer Statistical Form		Initial	Initial	Interim	Interim	Final	Final	YTD	YTD
		Male	Female	Male	Female	Male	Female	Male	Female
Number of Completed Gladue Reports (Adults/Youth, M/F)									
Total number of Gladue reports requested and not yet completed at the start of the reporting period.	Adult								
	Youth								
Total number of new Gladue reports requested during the reporting period.	Adult								
	Youth								
Total number of Gladue reports completed during the reporting period.	Adult								
	Youth								
Total number of Gladue report requests withdrawn for any reason during the reporting period if any.	Adult								
	Youth								
Total # of new Gladue report requests not accepted.	Adult								
	Youth								
Total number of Gladue reports not completed and carried forward to the next reporting period.	Adult								
	Youth								

## GLADUE AFTERCARE PROGRAM

- For the Period:** April 1, 2022 to March 31, 2023
- For the Period:** April 1, 2023 to March 31, 2024

Worker:       Gladue Aftercare 1       Gladue Aftercare 2       Gladue Aftercare 3  
                   Gladue Aftercare 4       Gladue Aftercare 5       Gladue Aftercare 6

DATA COLLECTED	Initial April 1 to Sept. 30	Interim Oct 1 – Dec 30	Final Jan 1 to March 31
# of Individuals referred to Gladue Aftercare Worker			
# of Individuals referred to Education Option (please insert additional lines to identify the option)			
# of Individuals referred to Employment Options (please insert additional lines to identify Employment option)			
# of Individuals referred to Cultural Option (please insert additional lines to identify the option)			
# of Individuals referred to Treatment Centres (please insert additional lines to identify the Organization)			
# of Individuals referred to Social Service Provider (please insert additional lines to identify the provider)			
# of Individuals referred to Healthcare/Mental Healthcare (please insert additional lines to identify Service Provider)			

**- END OF REPORTING -**