

Project Funding Agreement

Parties and purpose of agreement

This is an agreement between

the Minister of Justice, representing Her Majesty the Queen in right of Canada, called “the Minister” in this agreement

and

Yukon Health and Social Services, Box 2703, Whitehorse, Yukon, Y1A 2C6, as represented by Anne Westcott, called “the Recipient” in this agreement.

A. *Purpose of agreement*

A.1 The purpose of this agreement is to set out the terms under which the Minister will provide funding to the Recipient under the Department of Justice Youth Justice Renewal Fund (Innovative Pilots Component) to cover some of the costs of the project entitled, Community Youth Justice Partnership. This project proposes to implement an innovative plan to improve the youth justice system in Yukon by

- ① increasing referrals to extra-judicial measures;
- ② reaching more timely determinations of youth court matters;
- ③ reducing the length of stay in remand;
- ④ reducing the number of youth committed to custody; and
- ⑤ building better partnerships among all youth justice system decision-makers.

B. *Effective date and duration of agreement*

B.1. The agreement shall be for the period from September 01, 2000 to March 31, 2002 and shall be effective once signed by all parties.

Recipient’s work and funding commitments

C. *Work plan and reporting requirements*

C.1. The Recipient, Yukon Health and Social Services, has proposed to do the following and now agrees to do so:

- To establish an Assessment Panel that will review all young offender charges laid by the RCMP in the pilot project area. Meetings will take place each week to review all new charges since the previous meeting. The Panel will consist of a designated Crown, a designated Legal Aid Counsel, a designated Family and Children’s Services Supervisor, a representative from the RCMP, a Victims Services representative, two members from each Youth Justice Committee serving the community and possibly youth.
- The Panel will be available to provide advice to the RCMP with respect to pre-charge diversion options.
- The Panel will review each youth who has been charged in order to assign the case to one of the following options: Crown cautions, extra-judicial sanctions, youth court and circle sentencing court. The panel will also review the need for a referral to a relevant social agency and, where appropriate, will discuss alternatives to remand.
- The Panel will give the youth and their families the opportunity to appear before the Panel to express their views on how their charge should be processed. This

will be accomplished by Health and Social Services meeting with youth and parents first to explain the process; defence will then meet with each youth to ascertain his/her intentions. H&SS and the defence will review each matter together prior to the panel meeting and each will convey their information to the panel. The youth may appear before the panel either on request or by invitation, but this is on an "as needs" basis.

- To develop guidelines/referral criteria that will be used by the Panel to ensure that referrals are made in a consistent manner. To also draft procedures for the Panel, including confirmation of the information to be provided to the Panel; notification of youth and families, both before and after the Panel considers a matter; and, the availability of an appeal for the youth.
- To provide to the Department of Justice two hard copies of the referral criteria for each court programming alternative, partner protocols as well as the Assessment Panel procedures document by March 31, 2001.

C.2. The recipient agrees to provide the Minister with reports on a quarterly basis. The interim reports will highlight progress to date and demonstrate that the project is in keeping with the stated objectives. The final report will be submitted within a month of the completion of the agreement.

C.3. The Minister may require an evaluation of the project. If this project is selected for evaluation, the Recipient agrees to work in partnership with the Department of Justice Canada to develop an evaluation framework and to select an independent third party evaluator. Costs associated with the evaluation process are not a part of this project funding agreement and will be managed and funded separately by the Department. The lessons learned from pilot project evaluations will be shared with individuals and organisations across Canada so that those embarking on similar initiatives can learn from the experiences of others.

C.4. The evaluations will be as comprehensive as possible. Accordingly, they will examine the project's development, implementation, activities and results, and the conditions that contributed – positively or negatively, to those results. In order to support ongoing project monitoring and evaluation, the Recipient will collect information on issues including the following:

- a description of the developmental phase of the project, of the roles and responsibilities of project staff and volunteers and of relevant policies, guidelines, protocols and procedures, including the referral and assessment process for participation in the project;
- the nature of training required for/provided to project staff and volunteers, if any, including the proportion of staff and volunteers trained;
- the nature of staff and volunteer screening, if applicable;
- the number of cases referred to the project, acceptance and completion rates and reasons for non-acceptance or non-completion;
- the characteristics of youth accepted into the project, including type of offence, age, gender, cultural background family and community supports, participation in school and/or the job market, prior contacts with the child welfare system, prior offences and program referrals, etc.;
- the nature and extent of collaboration of the project with the youth justice system, child welfare agencies and other organizations in the community;
- any obstacles to the achievement of the stated objectives of the project and any strategies used to surmount them; and
- lessons learned, including the conditions that impact (positively or negatively) on the achievement of the objectives of the project.

D. Work commitments

- D.1. The Recipient agrees to do this project work as described in its original proposal dated March 03, 2000, and revisions dated May 17, 2000 and December 14, 2000, and January 09, 2001. The Recipient will manage the project, and will not assign, delegate or subcontract the responsibility or management of the work funded under this agreement to any organization or individual, except as noted in this agreement, without the Minister's written permission.

E. Financial management

- E.1. The Recipient will be responsible for the administration of the funds received. The Recipient understands that it will receive from the Minister no more than the budget amount specified in section G of this Agreement, and agrees that these funds are to be used only to cover the project expenses in the attached budget and incurred between September 01, 2000 and March 31, 2002.
- E.2. The Recipient's project budget, which sets out the allowable costs or the classes of expenditures eligible for reimbursement, is attached as Appendix "A". The recipient agrees to inform the Minister of any changes to the approved budget within 15 days of the change.
- E.3. This budget does not include any portion of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) that Canada Customs and Revenue Agency will rebate to the Recipient. All GST or HST taxes recovered or receivable will be included with the individual budget items in the Recipient's final statement of accounts.
- E.4. The maximum rate that the Recipient can claim for travel expenses is the federal government-approved rates for the province or territory in which the travel takes place. The rates are attached as Appendix "B".
- E.5. The Recipient may transfer funds between categories of expenditures in Appendix "A". However, the Recipient may not increase the budget in any category of expenditure by more than 20% without the Minister's written permission to do so before making the transfer.

F. Financial reporting requirements

- F.1. During the project, the Recipient agrees to submit interim and final statements of project revenues and expenditures, detailing all project revenues received and expenses incurred. The Recipient will include all supporting documents required under this agreement, namely:
Interim financial statements.
- F.2. Within 15 days of the completion of the project on March 31, 2002, the Recipient agrees to submit a draft of a final statement of project revenues and expenditures.
- F.3. Within three months of the completion of the project on March 31, 2002, the Recipient agrees to submit a final statement of project revenues and expenditures (PA-1) accompanied by either:

- originals or copies of invoices, receipts and vouchers,

OR

- a statement of Disposition of Federal Contribution funds (PA-5) certified by the Recipient's Director of Finance

OR

- an audited financial statement using generally accepted accounting and auditing principles for all revenues received and expenses incurred for the project during the period funded by the Minister.

The Minister's funding commitments

G. Financial contribution

- G.1. The Minister will only issue payments under this agreement if the Department of Justice receives money from Parliament for the fiscal year in which any payment is to be made. If payments can not be made either in full or in part because the money is not received from Parliament, the Minister will notify the Recipient as soon as possible whether any payment can be made.
- G.2. The Minister reserves the right to choose which project expenses will be funded. For your project, the Minister will pay the lesser of these two amounts:
- the amount of projected costs approved by the Minister in particular budget categories, as indicated in Appendix "A"

OR

- the amount of the project deficit

up to a maximum of \$11,250 in fiscal year 2000-2001 and \$35,000 in fiscal year 2001-2002.

H. Payments

- H.1. The Minister agrees to make progress payments to the Recipient, up to a maximum of \$37,000 (80% of the total contribution). Progress payments will be made after the Minister receives any interim reporting or accounting materials required by this agreement and receives and approves the Recipient's interim statement of account(s).
- H.2. The Minister agrees to make a final payment (remainder of the total contribution) to the Recipient after receiving all the material required by this agreement and approving a final statement of accounts for the project.

Recipient's other commitments

I. No employee or agency relationship

- I.1. Neither the Recipient, nor anyone else who is asked by the Recipient to help with this project are employees of the Minister. The Recipient also understands that this agreement does not make it a partner of the Department of Justice or an agent of the Department of Justice.

J. Conflict of interest

- J.1. The Recipient will not allow any Member of the House of Commons or Senate to be involved with or benefit from any part of this agreement.

- J.2. The Recipient does not employ, appoint or have on its Board of Directors a member of the immediate family of the Minister of Justice—the Minister's spouse, parents, children, brothers and sisters—or the immediate family of the Minister's spouse; or the immediate family of any other Minister or party colleagues in the House of Commons and the Senate.
- J.3. The Recipient agrees that no current or former public office holder or public servant who is not in compliance with the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* shall derive any direct benefit from this agreement. Furthermore, the Recipient agrees to disclose to the Minister's representative in writing before this agreement is signed any real, apparent or potential conflict of interest that could have a direct impact on the award of these funds to the Recipient.
- J.4. The Recipient agrees that any person lobbying on behalf of the Recipient is registered in accordance with the federal *Lobbyists Registration Act*.
- K. Record and accounts**
- K.1. The Recipient agrees to keep all project records and financial accounts for the project for three years after the date that the project funding ends. The Recipient will make project records available to the Minister, or to the Minister's auditors and evaluators, during normal business hours, upon request.
- L. Surplus/Overpayments**
- L.1. The Recipient agrees to repay any surplus of funds or overpayments of money received from the Minister. If a project expenditure is disallowed or any surplus or overpayment occurs, the Recipient will return the money to the Minister as a debt owing to Her Majesty by writing a cheque payable to the Receiver General of Canada. Any interest owing on this debt is calculated from the date of the overpayment or the date the amount became repayable.
- L.2. If this agreement is terminated, the Recipient agrees to repay to the Minister immediately all or any part of the contribution it received, if asked to do so.
- L.3. The Recipient agrees that the Minister can claim from the Recipient an amount owing to Her Majesty in Right of Canada under this agreement as an overpayment, unexpended balance, surplus or an expense which the Minister has disallowed, and that this amount is a debt owing to Her Majesty in Right of Canada. The Recipient agrees that the Minister may recover this debt by deducting it from any other amount that the Receiver General of Canada may owe to the Recipient now or in the future.
- L.4. The Recipient agrees to declare in writing, before signing this agreement, whether it owes any money to the federal government under legislation or other contribution agreements and the Recipient accepts that any money due to the Recipient may be withheld from payment and applied against any money owing by the Recipient to the federal government. If the Recipient owes money to the federal government, the Recipient confirms that the Minister has been informed accordingly.
- M. Contingency fees**
- M.1. The Recipient has not paid and will not pay or agree to pay a contingency fee to any person or organisation for soliciting, negotiating or obtaining this Agreement.
- M.2. It is acceptable if the Recipient has an employee whose regular duties involve soliciting, negotiating or obtaining agreements of this type. If that is the case, the Recipient will include the accounts and records of any payments to that employee

in the final statement of account for the project and in the records made available to the auditor.

N. Acknowledgement

N.1. The Recipient agrees to acknowledge the financial contribution of "Justice Canada" in any appropriate public announcement concerning the project or this agreement, or in any materials produced as a result of the project.

O. Confidentiality Clause

O.1. If the Recipient becomes aware of any information that the Minister indicates is confidential, it will be treated as confidential by the Recipient, during and after the period of this agreement. The Recipient also agrees to uphold any security commitments that it makes to the Minister.

P. Official Languages Act

P.1. The Recipient recognizes that, if it is responsible for activities, projects or programs national in scope and involving service to the public, the Recipient agrees to respect the spirit and intent of the Official Languages Act when providing services to the public as part of this Project Funding Agreement.

Q. Disposition of Assets

Q.1. The Recipient agrees to dispose of any assets acquired from funds received under this agreement in accordance with instructions received from the Minister's representative, which may include returning the assets to the Department of Justice or disposing the assets in accordance with the Surplus Crown Assets Act.

R. Indemnification

R.1. The Recipient agrees to insure the Crown against any loss in the form of damages which is sustained as a result of the negligence of the actions of the Recipient's employees, agents or contractors, and for which the Crown is held liable, either in whole or in part.

Joint commitments (Recipient and Minister)

S. Applicability of other laws

S.1. This agreement, and the work done under it, will be governed by the laws of the ~~Provinces of~~ Yukon, ^{Territories,}

T. Copyright

T.1. The Recipient retains copyright for any work produced under this agreement.
T.2. The Recipient gives the Minister a royalty-free, permanent, and exclusive license to produce, reproduce or publish, in any way, the original work or an adaptation, in any language, for use within the federal public service and for non-commercial distribution.

U. Audit

U.1. The Minister may audit the Recipient's project accounts and records to ensure compliance with the terms of this agreement. An audit is an examination of the accounts, records or other necessary information of the Recipient. The audit may be conducted by an employee of the federal government or by another person recognized as a qualified auditor. The Recipient will provide the auditors with any information they require, upon request.

U.2. The Minister will inform the Recipient about the results of the audit. If money is owing to the Recipient, the Minister must pay it as soon as possible after the audit has been completed. If money is owing to the Minister, the Recipient must pay it as soon as possible after being informed of the debt.

V. *Assessment/Evaluation*

V.1. If the Minister decides to assess the project while it is ongoing, the Minister must inform the Recipient of its intention to assess the effectiveness and the efficiency of the activities of the Recipient. The Recipient must provide all project and financial information that the Minister requires for the assessment.

V.2. The Minister may also perform an evaluation of the project as outlined in Clause C.3.

W. *Amendments to this agreement*

W.1. The Minister and the Recipient can agree to change the terms of this agreement at any time by signing an amendment.

X. *Termination of this Agreement*

X.1. The Minister or the Recipient may terminate this agreement for any reason, by giving thirty (30) days' notice in writing by registered mail to the representative identified in this agreement. In the case of termination, the repayment clause in section L.2. of the agreement will apply.

Y. *Disputes*

Y.1. If a disagreement or dispute arises out of this agreement, the Minister and the Recipient agree to use the following dispute-resolution process to try to resolve the dispute, before beginning legal action:

The Minister and the Recipient agree to call a meeting, attended by individuals with decision-making authority, and attempt in good faith to negotiate a resolution. If the Minister and Recipient have not resolved the dispute in thirty (30) days, they will meet as soon as possible with a neutral convenor, to help select a dispute resolution process that will best suit the dispute. They will select this neutral convenor together, from a list of proposed neutral convenors compiled by the Recipient and the Minister, and will equally share the related fees and expenses for the neutral convenor.

Minister's limitation of liability

Z. *Minister's liability*

Z.1. Where the Recipient has entered into a loan, a capital lease or other long term obligation in relation to this agreement, the Crown, and the Minister (acting on behalf of the Crown or in the Minister's personal capacity), cannot be held liable for any injury (including death) or for any loss or damage, sustained by the Recipient or the property of anyone else.

Representatives for the purpose of this agreement

AA. Representatives

AA.1. The Minister's representative for the purpose of this agreement is:

Name: Joy Baxter
Title: Program Analyst
Address: 180 Elgin Street
7th Floor
Ottawa, Ontario
K1A 0H8
Tel: (613) 954-2988 Fax: (613) 954-3275
E-mail: joy.baxter@justice.gc.ca

This is the person to whom any notices or requests for information should be addressed.

AA.2. The Recipient's representative for the purpose of this agreement is:

Name: Anne Westcott
Title: Director
Address: Family and Children Services
Yukon Health and Social Services
Box 2703
Whitehorse, Yukon
Y1A 2C6
Tel/Fax: (867) 667-5045 / (867) 393-6204
E-mail: anne.westcott@gov.yk.ca

This is the person to whom any notices or requests for information should be addressed.

BB. Notice

BB.1. The Minister or the Recipient may send any written notice by registered letter or priority post to the appropriate representative shown above. Notice will be considered as received within four (4) working days, whether the document was sent by registered letter or priority post.

Signatures

We promise to comply with all the terms of this agreement.

Recipient

Nicole Jeffrey Marchand
(Witness)

Clare Weston
(Recipient)

DIRECTOR, FAMILY & CHILDREN'S SERVICES
(Title)
YUKON TERRITORIAL GOVERNMENT
(Address)

Signed at OTTAWA on
(location)

January 22, 2001.
(date)

Minister

Pro Ahuli
(Witness)

Catherine Holmes
(On behalf of the Minister)

DIRECTOR, YOUTH SERVICES.
(Title)

180 ELGIN ST
(Address)

Signed at OTTAWA on
(location)

23.1.2001
(date)

APPENDIX "A" BUDGET

<u>REVENUES</u>	<u>TOTAL</u>	<u>JUSTICE</u>
Department of Justice	\$46,250	\$46,250
Yukon Government	61,750	
Law Commission of Canada	10,000	
Private Foundations (honoraria if needed)	6,500	
Total	<u>\$124,500</u>	<u>\$46,250</u>

EXPENDITURES

September 01, 2000 – March 31, 2001:

Staff co-ordination (.5 SS15)	19,250	
Contract legal advice	11,250	11,250
Honoraria	1,500	
Office space	700	
Office supplies and support	2,800	
Evaluation	10,000	
Total 2000-2001	<u>\$45,500</u>	<u>\$11,250</u>

April 01, 2001 – March 31, 2002:

Staff co-ordination (.5 SS15)	33,000	
Contract legal advice	35,000	35,000
Honoraria	5,000	
Office space	1,200	
Office supplies and support	4,800	
Evaluation		
Total 2001-2002	<u>\$79,000</u>	<u>35,000</u>
Total of 2000-2001 and 2001-2002 budget	<u>\$124,500</u>	<u>\$46,250</u>

The contribution of the Department of Justice of Canada will be limited to the lesser of \$11,250.00 in fiscal year 2000-2001, and the lesser of \$35,000.00 in fiscal year 2001-2002 or the approved costs incurred, less monies received from other sources.

The claimed expenditures should be net of any relief of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) rebate from Canada Customs and Revenue Agency.

APPENDIX "B"
Treasury Board Travel Rates
Effective October 1, 2000

TRAVEL AND LIVING
GUIDELINES

Travel and living expenses are to be claimed at actual cost but not to exceed the guidelines as stated herein.

MEALS

At actual cost but not to exceed:

For travel status of less than one full calendar day:

	Can.	Yk, NWT	Nunavut
breakfast	\$ 10.00	\$11.65	\$12.35
Lunch	\$10.30	\$12.05	\$20.05
Dinner	\$27.60	\$34.15	\$38.95
Full calendar day travel status all meals:			
\$47.90, Yk, NWT :\$57.85; Nunavut : \$71.35			

INCIDENTALS

The Contractor may claim up to \$11.50 per full and part calendar day in travel status when commercial or private accommodation is used.

TRANSPORTATION

At actual cost for economy or coach travel by air, bus or rail.

If a private vehicle is used, the Contractor will be paid in accordance with the rate indicated on the attached "Appendix C - Kilometre Rates" for travel up to December 31, 2000 and "Appendix D - Kilometre Rates" for travel after January 01, 2001.

Public transit, airport buses, etc., are to be used for local transportation where practical.

Economy vehicles are to be used when car rentals are required unless the number of passengers or load justify a larger vehicle.

RECEIPTS AND VOUCHERS

Receipts and vouchers for accommodation and transportation are to be submitted with claims. No receipts or vouchers are required for private accommodation, meal allowance, incidental allowance, kilometer allowance, or taxis utilized on overnight trips for which the cost is less than \$8.00. Receipts are, however, required for all taxis where overnight accommodation is not used.

Entertainment is not an allowable expense.

P.S.: Please note that you cannot claim for a meal when one is served on the plane. Also, meals at the beginning or at the end of a period in travel status are normally reimbursed as follows:

A) Departure from home or office before:

07:45 a.m. Breakfast paid
01:00 p.m. Lunch paid
07:00 p.m. Dinner paid

B) Arrival at home or office after:

07:45 a.m. Breakfast paid
12:00 p.m. Lunch paid
06:30 p.m. Dinner paid

Appendix "C" Kilometre rates

Effective October 1, 2000

1. The rates payable in cents per kilometre for authorized official use of private cars within and outside the headquarters area during a fiscal year are shown below:

1.1 Employer requested rate	Cents/km
— Alberta	37.5
— British Columbia	41.0
— Manitoba	39.0
— New Brunswick	39.5
— Newfoundland	40.5
— Northwest Territories	44.0
— Nova Scotia	39.5
— Nunavut	44.0
— Ontario	40.5
— Prince Edward Island	38.5
— Quebec	43.5
— Saskatchewan	36.0
— Yukon	44.0

Note: Rates are always paid in Canadian funds (Ref. 2.11.2)

Appendix "D" Kilometre rates

Effective January 1, 2001

1. The rates payable in cents per kilometre for authorized official use of private cars within and outside the headquarters area during a fiscal year are shown below:

1.1 Employer requested rate	Cents/km
— Alberta	39.5
— British Columbia	42.0
— Manitoba	41.0
— New Brunswick	42.0
— Newfoundland	43.5
— Northwest Territories	47.0
— Nova Scotia	42.0
— Nunavut	47.0
— Ontario	42.5
— Prince Edward Island	41.0
— Quebec	46.0
— Saskatchewan	38.5
— Yukon	48.5

Note: Rates are always paid in Canadian funds (Ref. 2.11.2)