

# **MEMORANDUM OF UNDERSTANDING**

**between**

**OFFICE OF THE INDEPENDENT POLICE REVIEW DIRECTOR**

**and**

**ATTORNEY GENERAL**

## **1. INTRODUCTION**

### **1.1 Purpose of Memorandum of Understanding**

The purpose of this MOU is to establish the terms of the operational, administrative, financial, auditing and reporting relationships/arrangements between the OIPRD and the Ministry and to set out the accountability relationship and the respective roles of the Attorney General, the Deputy, the Director and the COO of the OIPRD.

It is also meant to illustrate, recognize and reinforce the independence of the OIPRD and its Director from the Government of Ontario and, indeed from any group, agency or organization.

While the OIPRD carries out its statutory functions in relation to the police complaints process independently of the Attorney General and the Ministry and is responsible for its decisions regarding matters before it and for its ongoing administration, the Attorney General is accountable to the Legislative Assembly of Ontario for its effective operation. This MOU sets out mechanisms to ensure that the Attorney General is kept informed and that the OIPRD fulfills its assigned mandate in an efficient, effective and responsible manner and that the Attorney General/the Ministry will ensure that sufficient support is provided to enable the OIPRD to fulfill its mandate, subject to funding approvals by Treasury Board, Cabinet, the Standing Committee on Estimates, and the Legislative Assembly of Ontario.

This MOU and the legislation and regulations governing the OIPRD must be read together to determine how the OIPRD should govern itself. This MOU does not affect, modify, limit or interfere with the responsibilities of any parties under the law. In the event of any conflict between this MOU and any laws of Ontario or Canada, the law prevails.

## 1.2 Definitions in this MOU:

"**annual report**" means a description of the OIPRD's activities during the fiscal year relating to the objectives and planned results in the OIPRD's performance plan, including financial reports and statements;

"**Attorney General**" means the Attorney General of Ontario;

"**business plan**" means an outline of the objectives and results which the OIPRD expects to achieve in the coming fiscal year in order to comply with its legislative mandates;

"**COO**" means the Chief Operations Officer of the OIPRD

"**Deputy**" means the Deputy Attorney General;

"**Directives**" means the Agency Establishment and Accountability Directive (AEAD), and all TB/MBC, Ministry of Finance, and Public Service Commission directives and policies/procedures.

"**Director**" means the Independent Police Review Director appointed pursuant to s. 26.1 of the *Police Services Act*, R.S.O. 1990, c. P. 15, as amended by the *Independent Police Review Act*, 2007, S.O. c. 5;

"**IFIS**" means the Integrated Financial Information System of the Province of Ontario;

"**OIPRD**" means the Office of the Independent Police Review Director and includes the Independent Police Review Director and staff appointed under the PSOA, 2006.

"**Management Principles**" means management principles of the Government of Ontario, including ethical behaviour, prudent, efficient and lawful use of public resources, fairness, high- quality service to public, and openness and transparency to the extent allowed under applicable legislation and MBC Directives and further includes:

- I. the policies of the Public Service Commission;
- II. the human resources manual of the Ministry;
- III. the ministry Financial Delegation of Authority Framework and related policies and procedures;
- IV. applicable collective agreements;
- V. relevant Government and Ministry policies, guidelines and directives; and
- VI. any other applicable legislation or regulations.

"**MBC**" means Management Board of Cabinet;

"**MI**" means the Ministry of Infrastructure;

"**MGS**" means the Ministry of Government Services;

"**Ministry**" means the Ministry of the Attorney General;

"**MOU**" means this memorandum of understanding, schedules and written amendments;

"**OSS**" means the Ontario Shared Services of the Ministry of Government Services;

"**performance measures**" means measures established by the OIPRD in order to ensure its accountability in accordance with the principles of modern controllership;

"**Auditor General**" means the Auditor appointed under section 3 of the *Auditor General Act* R.S.O. 1990, c. A-35, as amended;

"**PSA**" – means the *Police Services Act*, R.S.O. 1990, c. P. 15;

"**PSOA, 2006**" means the *Public Service of Ontario Act, 2006*, S.O. 2006, c. 35, Sched. A.;

"**RBP**" means the Ministry's annual process of reviewing activities to ensure investment in key priorities, improving service delivery, and building a focus on results, including budgeting based on resources to attain results; reporting on resources expended to achieve results;

modernization through identifying programs/services that support the achievement of results; and undertaking Horizontal Reviews that look across traditional ministry "boundaries" with the aim of finding more efficient ways to deliver public services;

"**Schedules**" means the schedules attached to the MOU;

"**Service Agreement**" means an agreement respecting the services listed in Schedule 3.

"**TB**" means Treasury Board.

### **1.3 The OIPRD's Legislative Authority/ Mandate and Agency Classification**

- a. The legislative authority for the OIPRD is found in Part II.1 and Part V of the PSA, as amended by the *Independent Police Review Act, 2007*, S.O. c. 5.
- b. The OIPRD is classified under the AEAD as a regulatory agency, without a board, which receives complaints related to police, and undertakes assessment and investigation in order to make decisions on matters referred to them and provides civilian oversight and management of the public complaints process. While the OIPRD reports to the Ministry for administrative purposes, it carries out its statutory functions in relation to the police complaints process independently of the Attorney General and the Ministry.

### **1.4 Processes for Review and Amendment**

- a. This MOU shall be reviewed at or before the end of its term or at the request of any of the parties to it.
- b. This MOU must be reviewed in the event that a new Attorney General or a new Director is appointed. Failure to review the MOU does not invalidate or terminate it.

- c. This MOU shall be reviewed if the legislation noted in Section 1.3 is amended in a substantive way.
- d. If this MOU is significantly amended for changes such as those described in MBC's AEAD, the Attorney General must submit a copy of the amended MOU to MBC for comment and approval.
- e. This MOU may be reviewed if there is a significant change to Directives or the RBP process.

## **2. GUIDING PRINCIPLES**

The parties agree that they will adhere to the following principles in their relationship:

- a. The Attorney General recognizes that the OIPRD is a statutory entity, which exercises powers and performs duties in accordance with its mandate under the PSA, and other legislation or regulations including, but not limited to):
  - *Accessibility for Ontarians with Disabilities Act, 2006;*
  - *Archives and Recordkeeping Act, 2006;*
  - *Emergency Management and Civil Protection Act;*
  - *Financial Administration Act;*
  - *Freedom of Information and Protection of Privacy Act;*
  - *French Language Services Act;*
  - *Management Board of Cabinet Act,*
  - *Ministry of Treasury and Economics Act;*
  - *Pay Equity Act;*
  - Public Service of Ontario Act, 2006; and
  - Public Sector Salary Disclosure Act.
- b. The Attorney General recognizes that the OIPRD operates at arm's length from the government, and that its decisions in carrying out its statutory functions in relation to the police complaints process must be made and be seen by the public to be made independently and impartially.
- c. The OIPRD acknowledges that it is accountable to the government in exercising its mandate in accordance with Management Principles and in compliance with all Directives received by the OIPRD.
- d. The Deputy will ensure that the support or services provided to the OIPRD is of the same quality and standard as are provided to the Ministry's own line divisions and branches.
- e. The OIPRD and the Ministry will avoid duplication of services, subject to ensuring the OIPRD's independence in carrying out its statutory functions in relation to the police complaints process.
- f. The OIPRD and the Ministry agree to a mutual commitment to shared public policy and service goals and agree to co-operation and co-ordination in achieving those goals, provided that such goals do not in any way compromise or undermine the independence of the OIPRD or the OIPRD's ability to make specific statutory decisions or set its own operational policy.

## **3. SHARED COMMITMENT**

The parties to this agreement are committed to maintaining the OIPRD as strong and independent entity capable of efficiently and effectively fulfilling its mandate. Resources will be allocated to the OIPRD, subject to RBP and approval by Treasury Board, Cabinet, the Standing Committee on Estimates, and the Legislative Assembly of Ontario, to enable it to discharge its mandate in a fair, effective and efficient manner.

#### **4. CONSULTATION AND COMMUNICATIONS**

The parties recognize that consultation and the timely exchange of information are essential to success in discharging their respective responsibilities, while at the same time, that the consultations must be done such that the actual or apparent independence of the OIPRD and the Director in carrying out its statutory functions in relation to the police complaints process is not undermined. The parties, therefore, agree that:

- a. The Director will keep the Attorney General advised of issues or events that might reasonably be expected to concern the Attorney General in the exercise of his or her responsibilities. In conjunction with the Director, the COO will similarly keep the Deputy advised. Subject to Cabinet confidentiality, the Attorney General will ensure that the Director is consulted as appropriate on proposals to amend the legislation or regulations, which govern or affect the OIPRD's mandate or operation or which otherwise could have a significant impact on the OIPRD. This commitment includes consultation on any review of the OIPRD's mandate or assessment of the continuing public need for its services.
- b. The Attorney General and the Director will consult with each other on public communications strategies and publications relating to the OIPRD. They will keep each other informed on the results of stakeholder and other public consultations and discussions. Wherever possible, the Director will give the Attorney General advance notice of the general content of documents or messages of a nature that might be reasonably expected to be of interest to the Attorney General.
- c. The Attorney General and the Director will meet at least once a year to discuss issues relating to the delivery of the OIPRD's mandate. The Deputy, the Director and the COO will meet, as needed, to discuss issues relating to the efficient operation of the OIPRD and the provision of services by the Ministry to the OIPRD.
- d. The parties agree to adhere to the Communications Protocol set out in Schedule 1 attached.

#### **5. THE ACCOUNTABILITY RELATIONSHIP**

- a. The Attorney General is the accountable Minister of the Crown in the Legislature for the OIPRD's fulfilment of its mandate, its compliance with administrative policies and Management Principles, and for reporting to the Legislative Assembly of Ontario on the OIPRD's affairs.
- b. The Minister is accountable to Cabinet for the performance of the OIPRD and its compliance with the government's operational policies and broad policy direction.

- c. The Director is accountable to the Attorney General for the performance of the OIPRD in fulfilling its mandate and for carrying out the roles and responsibilities assigned to the Director by the PSA, Management Principles, all Directives, and this MOU.
- d. The Deputy is accountable to the Attorney General for the performance of the Ministry, in providing administrative and other support services to the OIPRD and for carrying out the roles and responsibilities assigned to him or her by the Attorney General, Management Principles, all Directives, and this MOU.
- e. The COO is accountable to the Deputy and the Director for the management of the OIPRD's operations and the management and supervision of OIPRD's staff and for ensuring compliance with Management Principles.
- f. The COO is accountable to the Director for implementation of the OIPRD policies/ Rules/practices, and for carrying out the Director's decisions on public complaints and police review matters.
- g. The Deputy will ensure, annually, that the COO's performance management plan reflects his or her reporting obligations to the Director and to the Deputy, and the standards to be met in carrying out those responsibilities and obligations. The COO's performance management plan will stipulate that the COO has an obligation to support the Director effectively and that this forms a part of the COO's performance evaluation.
- h. The Deputy will consult, annually, with the Director and the COO in the development of the COO's performance management plan and will seek the Director's advice on the performance evaluation of the COO.
- i. The OIPRD's staff report to and are accountable to the COO for their performance.
- j. Legal counsel, investigation staff and the communications and outreach staff are also accountable to the Director for carrying out the Director's directions and decisions on public complaints and police review matters.

## **6. ROLES AND RESPONSIBILITIES**

### **6.1 Role of the Attorney General**

The Attorney General is responsible for:

- a. reporting and responding to the Legislative Assembly on the affairs of the OIPRD;
- b. receiving and tabling in the Legislative Assembly of Ontario the OIPRD's annual report;
- c. reporting and responding to Cabinet on the OIPRD's performance and compliance with the government's operational policies and broad policy directions;

- d. monitoring the activities of the OIPRD to ensure that its mandate is being fulfilled and that it is in compliance with Management Principles;
- e. when appropriate or necessary, taking action, or directing that corrective action be taken in respect of the OIPRD's mandate or operations;
- f. recommending to TB/MBC the powers to be given to the OIPRD when a change in the mandate of the OIPRD is being proposed;
- g. recommending to TB/MBC any provincial funding to be given to the OIPRD;
- h. reviewing and recommending in-year submissions to TB/MBC or MI in relation to expenditure increases, re-allocation of funding, report backs, and other issues, as required;
- i. maintaining communications with the OIPRD with respect to relevant government policies and directives;
- j. Subject to Cabinet confidentiality, the Attorney General will ensure that the Director is consulted as appropriate on proposals to amend the legislation or regulations, which govern or affect the OIPRD's mandate or operation or which otherwise could have a significant impact on the OIPRD. This commitment includes consultation on any review of the OIPRD's mandate or assessment of the continuing public need for its services.
- k. reviewing, approving, and reporting the OIPRD's annual business plan, corporate and strategic plans and mandate reviews, and submitting such documents through RbP to TB/MBC, in accordance with the timelines set out for the RbP process for that year;
- l. directing that a periodic review of the OIPRD be conducted as necessary and to make subsequent recommendations to TB/MBC; and
- m. meeting at least once a year with the Director to discuss issues relating to the delivery of the OIPRD's mandate.

## **6.2. Role of the Director**

The Director is responsible for:

- a. providing leadership to the OIPRD, and setting the goals, objectives, and strategic directions for the OIPRD within its mandate as defined by the PSA;
- b. directing the affairs of the OIPRD within its mandates as defined by the PSA, and the approved business plan, including the complaints review and investigation functions of the OIPRD and the development of rules, policies and procedures for the OIPRD;
- c. ensuring that the responsibilities assigned to the OIPRD or the Director under the

PSA are effectively and efficiently carried out;

- d. within the OIPRD's mandate, recommending policies to the government, and seeking policy direction of general application from the government, so long as such policy direction will not specifically relate to an individual matter before the OIPRD and will not compromise the OIPRD's independence in carrying out its statutory functions in relation to the police complaints process;
- e. keeping the Attorney General and Deputy informed about the affairs of the OIPRD and about issues or events that may concern either of them in the exercise of their responsibilities;
- f. recommending to the government for approval of strategic documents related to the fulfillment of the OIPRD's mandate, such as annual reports and business plans, and bringing them forward in a timely manner to the Attorney General and the Deputy for approval, and supplying specific data where required by the Ministry;
- g. ensuring that public funds are used with integrity and honesty and that the OIPRD complies with Management Principles and all Directives in the fulfillment of its mandate;
- h. attending and/or making presentations before Cabinet or committees of Cabinet or the Legislature on matters concerning the affairs of the OIPRD when requested to do so;
- i. ensuring the development of an effective performance measurement and management system for assessing the OIPRD's performance;
- j. ensuring the OIPRD's compliance with Management Principles and all Directives including central agency and/or ministry financial and administrative policies and procedures and other statutes including, but not limited to:
  - *Accessibility for Ontarians with Disabilities Act, 2006;*
  - *Archives and Recordkeeping Act, 2006;*
  - *Emergency Management and Civil Protection Act;*
  - *Financial Administration Act;*
  - *Freedom of Information and Protection of Privacy Act;*
  - *French Language Services Act;*
  - *Management Board of Cabinet Act,*
  - *Ministry of Treasury and Economics Act;*
  - *Pay Equity Act;*
  - *Public Service of Ontario Act, 2006;* and
  - *Public Sector Salary Disclosure Act.*
- k. Ensuring compliance with the applicable requirements of the PSOA, 2006, including in respect of conflict of interest and political activity;
- l. implementing a process for responding to and resolving complaints from the public;

- m. ensuring that the Attorney General is provided with an annual report on the affairs of the OIPRD to be tabled in the Legislative Assembly of Ontario and such other reports as are set out in Schedule 2 in a timely manner that permits analysis and approval by the Ministry within 90 days of the end of the fiscal year;
- n. cooperating with any periodic review directed by the Minister or the TB/MBC; and
- o. meeting at least once a year with the AG to discuss issues relating to the delivery of the OIPRD's mandate.

### **6.3. Role of the Deputy Attorney General**

The Deputy is responsible for:

- a. advising and assisting the Attorney General in meeting the Attorney General's responsibility with respect to the OIPRD, and ensuring that the Attorney General is advised of the requirements of Directives on the administration of agencies;
- b. hiring and/or dismissing the COO, in conjunction with the Director and declaring that position abandoned where the Deputy believes that it has been abandoned;
- c. monitoring the OIPRD on behalf of the Attorney General while respecting their authority, and where warranted to identify needs for corrective action and recommend to the Attorney General ways to resolving issues;
- d. undertaking, on behalf of the Attorney General, assessments of whether or not the OIPRD is fulfilling its legislative mandate in accordance with applicable government policies, including identifying the need for corrective action and recommending ways to resolve any issues that are identified;
- e. providing a framework for assessing whether the OIPRD is fulfilling its mandate and whether its business plans and goals are developed in accordance with applicable government policies;
- f. ensuring that the Ministry is providing the administrative support, financial and other services as set out in this MOU and its attached Schedules, subject to the authority of TB, Cabinet and the Legislative Assembly of Ontario to determine the adequate/sufficient financial resources that will be made available to the OIPRD;
- g. meeting with the Director and the COO as necessary to discuss matters of mutual importance to the OIPRD and the Ministry, such as the services provided by the Ministry to the OIPRD and the implementation of central agency and/or ministry policies as they relate to administration;
- h. informing the OIPRD of the policies and directives of the Ministry and government that apply to the OIPRD, including those laid out in Management Principles, such as financial and administrative, human resources and corporate policies, including policies in respect of French language services, freedom of information, privacy, quality service, workplace harassment and equal opportunity; the *Ontarians with Disabilities Act, 2001*, S.O. 2001, c. 32; *Accessibility with Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11; and

- i. developing performance objectives and developing and conducting the annual performance evaluation of the COO in conjunction with the Director.

#### **6.4. Role of the Chief Operations Officer**

The COO is responsible for:

- a. managing the day-to-day operations and financial affairs of the OIPRD within the approved Business Plan and the fulfillment of its mandate in accordance with Management Principles, all Directives, the IPRD, and this MOU;
- b. maintaining effective communications with the Deputy and the senior staff of the Ministry and seeking, as appropriate, advice and support on administrative matters from the Ministry;
- c. meeting performance objectives as set out in conjunction with the Deputy and the Director;
- d. supporting the Deputy and Director in advancing the objectives of the OIPRD;
- e. keeping the Director informed and up-to-date on all relevant operational matters;
- f. preparing formal documents in fulfillment of the OIPRD's mandate, including MOU, business plans and budgets, annual reports and other documentation as required;
- g. recruiting, training and supervising OIPRD staff, in support of the OIPRD's functions;
- h. coordinating with the Ministry the development of a performance measurement system for OIPRD staff and implementing the system;
- i. carrying out such responsibilities as may be delegated to him or her by the Deputy or assigned by the Director under the terms of the COO's performance management plan;
- j. in conjunction with the Director consulting with the Deputy on any affairs of the OIPRD that may affect the Ministry or Minister's provision of services under this MOU;
- k. ensuring the legal, fiscal, and other interests of the Office are protected through ongoing viability, integrity, preservation, and security of all recorded information, created, commissioned or acquired by the OIPRD and through the establishment of defined processes of retention and disposal consistent with the Directives on *Management of Recorded Information and the Archives and Recordkeeping Act, 2006*.
- l. applying policies so that public funds are used with integrity and honesty;

- m. establishing and apply a financial management framework for the OIPRD;
- n. establishing systems to ensure that the OIPRD operates within its approved business plan;
- o. in-year monitoring of the OIPRD's operational performance and reporting to the Director;
- p. co-operating with any periodic review directed by the Attorney General or TB/MBC; and
- q. Ensuring that the COO complies with the applicable requirements of the PSOA, 2006, including in respect of conflict of interest and political activity.

## **7. BUSINESS PLANS AND PERFORMANCE MEASUREMENT**

- a. The Director and COO will ensure that annual business plans are submitted to the Ministry for consultation, review and approval in the timeframe established by the Ministry that permits review and comment.
- b. The Director and COO will ensure that the OIPRD implement a system of performance measurement that includes outcome-based measures and reporting for the OIPRD.
- c. The Director and COO will ensure that the reports and documents set out in Schedule 2 of this MOU are submitted to the Attorney General in a timely manner for consultation, review and approval.
- d. The Ministry will assist the OIPRD in the development and implementation of its system of performance measurement that are outcome-based measures.
- e. Results from the performance measurement plan will be reported and reviewed by all parties annually. The MBC may require the Minister to submit the Business Plan for the OIPRD to MBC for review at any time.
- f. The Deputy will ensure that the OIPRD is furnished with the Ministry's annual report, business and strategic plans and all relevant promotional and information materials in a timely manner.
- g. The Attorney General will review the OIPRD's business and strategic plans and will advise the Director in a timely fashion whether or not he or she concurs with the directions proposed by the OIPRD. The Attorney General will advise the Director where and in what manner the OIPRD's plans are at variance with government or Ministry policy or priorities, and the Director will work with the Ministry to resolve conflicts.

## **8. ADMINISTRATIVE SUPPORT**

In order to achieve their mutual goals as set out in section 3, the parties to this MOU agree as follows:

- a. The Ministry is committed to providing the OIPRD with the administrative support services listed in Schedule 3 of this MOU, subject to the authority of TB, Cabinet and the Legislative Assembly of Ontario to determine the financial resources that will be made available to the OIPRD.
- b. The Deputy will arrange for appropriate administrative services to be provided to the OIPRD through Ontario Shared Services, MGS and the Justice Technology Services Cluster/ ITS in compliance with all Directives and Policies, subject to the authority of TB, Cabinet and the Legislative Assembly of Ontario to determine the financial resources that will be made available to the OIPRD.
- c. The Director and the COO will, at the request of the Attorney General or the Deputy, supply specific data and other information, which may be required from time to time for the purposes of the Ministry's administration.
- d. The parties will execute a Service Agreement annually to ensure the timely and effective provision of the administrative and support services listed in Schedule 3 to this MOU from the Ministry to the OIPRD. The service agreement is to be reviewed annually.

## **9. FINANCIAL ARRANGEMENTS**

- a. The OIPRD is funded out of the Consolidated Revenue Fund pursuant to an appropriation authorized by the Legislature, unless otherwise provided by law.
- b. Recovered costs and other revenues, if any, are paid as received to the Consolidated Revenue Fund, and may not be applied to administrative expenditures of the OIPRD, unless otherwise provided by law.
- c. Financial arrangements are subject to the Directives and relevant legislation.
- d. The OIPRD will prepare estimates of their expenditures for review and approval prior to inclusion in the Ministry RBP for submission to, and approval by, TB and Cabinet before being presented to the Legislative Assembly of Ontario.
- e. The OIPRD will deliver these estimates to the Attorney General and Deputy as requested by the Ministry. The estimates provided by the OIPRD in conjunction with the Director and the COO, may be altered by MAG as required before they are submitted for TB consideration.
- f. Financial procedures of the OIPRD must be in accordance with Management Principles and all Directives.
- g. Responsibility for the maintenance of documentation and information to support expenditures is assigned to the COO as outlined in the policies of the central agencies and the Ministry.

## **11. AUDIT ARRANGEMENTS**

- a. The OIPRD's affairs are to be audited periodically by the Ministry's internal auditors pursuant to an approved audit plan or as directed by the Deputy. Ministry or

government auditors may review the OIPRD's records.

- b. The OIPRD's affairs are subject to audit by the Auditor General at his or her discretion.
- c. The results of any audit conducted by government auditors will be shared with the Director. The Director and COO will be accorded an opportunity to enter their comments into the audit record within 30-days of the audit being shared.
- d. The Director may request an internal or external audit of the financial transactions or management controls at the OIPRD's expense.
- e. The Director shall provide a copy of every report from an audit to the Minister and the Minister of Finance within five days of the OIPRD's receipt of the audit report.
- f. The Director shall provide a copy of its response to the audit report to the Minister and the Minister of Finance within thirty days of the OIPRD's receipt of the audit report.
- g. The Director shall advise the Minister annually on any outstanding audit recommendations.

## **12. STAFFING & APPOINTMENTS**

- a. The Director shall be appointed by order-in-council in accordance with the PSA.
- b. Where the PSA expressly permits the delegation of particular functions or responsibilities, the Director may delegate such functions or responsibilities, as he or she considers appropriate.
- c. The OIPRD and its staff are governed by Management Principles and the Directives.
- d. The OIPRD is staffed by persons appointed to employment under Part III of the PSOA, 2006 who are eligible for all the rights and benefits accorded under the PSOA, 2006 and relevant collective agreements.
- e. The OIPRD is subject to the Directives as well as the policies and procedures established by the Ministry for the management of its assets and its staff are subject to the conflict of interest provisions prescribed under the PSOA, 2006, Act and any directive or guidelines issued by the OIPRD.
- f. Legal services to the OIPRD are provided by lawyers employed by the Ministry of the Attorney General and act exclusively for the OIPRD.
- g. The OIPRD may retain outside legal assistance when it requires expertise unavailable from staff counsel or when the use of a law officer of the Crown would result in a conflict of interest or could give rise to a challenge of bias. When the OIPRD wishes to retain outside legal counsel it shall do so in accordance with the September 22, 2000 Ministry's current Corporate Operating Policy on the "Use and Retention of Outside Legal Services.". Where the OIPRD retains

outside legal counsel, the OIPRD will notify the Deputy of such an undertaking.

### **13. CONFLICT OF INTEREST**

- a. The OIPRD is subject to conflict of interest provisions and shall have in place policy and procedures regarding conflict of interest in accordance with the PSOA, 2006 and regulations.
- b. Pursuant to the PSOA, 2006, the OIPRD may develop its own conflict of interest rules that are at least equivalent to those of ministries, and have them approved by the Conflict of Interest Commissioner;
- c. The COO is responsible for ensuring that all staff of the OIPRD are made aware of their conflict of interest obligations;

### **14. RECORD MANAGEMENT**

- a. The COO is responsible for ensuring that the OIPRD complies with the MBC "Management of Recorded Information Directive".
- b. Until such time as the OIPRD is designated as an institution in the regulations to the *Freedom of Information and Protection of Privacy Act* ("FIPPA"), the OIPRD shall handle all of its records in a manner that is consistent with FIPPA.
- c. The OIPRD shall maintain and manage all non-financial documents and records relating to funding received from the Ministry or otherwise related to the activities of the OIPRD, including any records it receives or creates about individuals who have participated in research or focus group studies, in a confidential manner consistent with all applicable laws and in accordance with the Management of Recorded Information Directive.
- d. Any information collected by the OIPRD to inform its decision-making may only be obtained from sources determined by the OIPRD to be reliable.
- e. In circumstances where the OIPRD receives approval to commission the creation of information, including "personal information" as that term is defined in FIPPA, the OIPRD shall ensure that every contract it enters into for data collection and processing contains specific references to the sources of the information; the entities involved; and the transfer of information from the collection phase to the destruction phase. Such contracts shall be subject to a Threat Risk Assessment and a Privacy Impact Assessment before they are signed by the parties.

### **15. INSURANCE**

The Deputy Minister will advise the Director should the OIPRD be required to have self-insurance.

### **16. DELEGATION OF RESPONSIBILITIES**

- a. The Attorney General, or Deputy, in accordance with the PSOA, 2006 and applicable government directives, may delegate any responsibility under this

MOU to any person appointed to employment in the Ministry under Part III of the PSOA, 2006, subject to the provisions of the PSOA, 2006.

- b. The Director may delegate any obligation of his or her duties under this MOU to any person appointed to employment in OIRPD under Part III of the PSOA, 2006, subject to provisions of the PSOA, 2006 and the PSA.

**17. DURATION OF AGREEMENT**

- a. This MOU becomes effective on the date of its signature by the last party to sign the MOU.
- b. This MOU will continue in effect for a term of five years or until a new MOU is agreed to by the parties, whichever is earlier.
- c. Despite paragraph 17(b), if at the end of the term of this MOU, the parties have not yet agreed to a new MOU, this MOU will be deemed to continue in effect until a new MOU becomes effective.

**Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2010**

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**The Honourable Chris Bentley, Attorney General of Ontario**

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**Gerry McNeilly, Independent Police Review Director**

## **SCHEDULE 1 COMMUNICATIONS PROTOCOL**

### **I PURPOSE:**

1. To establish clear lines of communication between the Ministry (i.e. the Attorney General's Office, the Deputy's Office, and Ministry staff) and the OIPRD.
2. To establish a process for dealing with requests from Ministry staff for briefing material/issue notes.

### **II PRINCIPLES:**

This supplements the MOU, which defines the specific roles, responsibilities and relationship between the Ministry and the OIPRD.

The OIPRD exercises its legislated functions independent of the Government, the Ministry and the Attorney General, subject only to the provisions, limitations and conditions set out in the PSA, other legislation governing the OIPRD and this MOU.

The OIPRD is a regulatory agency as designated by the Management Board of Cabinet. The commitment of the Government to independent agencies capable of efficiently and effectively fulfilling their mandates requires that the Attorney General, the Ministry and the OIPRD establish communication relationships, which are respectful of:

- . the OIPRD's independent legislated mandates; and
- . the Attorney General's accountability to the Legislature for the fulfilment of the OIPRD's mandate.

### **III LINES OF COMMUNICATION/ PROTOCOLS**

#### **1. Communication between the Ministry and the OIPRD**

The Attorney General and the Director will consult with each other on public communications strategies and publications relating to the OIPRD. They will keep each other informed on the results of stakeholder and other public consultations and discussions. Wherever possible, the Director will give the Attorney General advance notice of the general content of documents or messages of a nature that might be reasonably expected to be of interest to the Attorney General.

The Attorney General's office shall coordinate communication with the OIPRD through the office of the Director. The Deputy (or his/her designate) shall communicate with the Director or the COO.

## **2. Questions or Complaints about individual cases**

The parties recognize and accept that it is inappropriate for the OIPRD to discuss or communicate with the Ministry about specific cases that are under active consideration by the OIPRD.

## **3. Complaints about the OIPRD or staff**

Telephone or written inquiries from members of the public to the Attorney General's Office, or Ministry staff about the OIPRD's rules, policies and procedures are to be directed to the OIPRD, either through the OIPRD's public information lines or in writing to the OIPRD's office. Complaints about the conduct of OIPRD staff will be directed to the COO in accordance with the OIPRD's Complaints Procedures.

## **4. Briefing Material/Issue Notes**

The OIPRD will prepare briefing or issue notes for the Attorney General upon the request of the Attorney General's office or the Ministry, so long as such requests do not deal with cases under active consideration by the OIPRD.

The OIPRD will prepare and deliver to the Ministry background information on specific issues, within the timeframe agreed to, in accordance with the OIPRD's independent statutory function.

## **5. Ministry's and OIPRD's Communication Materials**

Whenever practical, the Ministry will give advance notice to the Director of the general content of documents or messages regarding the OIPRD's operation and mandate and permit the Director a reasonable period to provide comments and suggestions.

Whenever practical, the Director will give the Attorney General advance notice of the general content of documents or messages of a public nature that might reasonably be expected to be of interest to the Attorney General. The Director or COO will similarly advise the Deputy.

The OIPRD's public materials will comply with the MBC Visual Identity Directives that are not inconsistent with the mandate and independence of the OIPRD.

The OIPRD will provide copies of its rules, practice directions, and public information materials to the Ministry upon request.

**SCHEDULE 2  
REPORTING REQUIREMENTS**

The Director and COO will ensure that the following reports, statements and documents are submitted to the Attorney General for review and approval: (see definition section 1.2 for required contents)

REPORT	TIMEFRAME:
1. ANNUAL RESULTS BASED BUSINESS PLAN	As determined by the Ministry.
2. PERFORMANCE MEASURES PLAN/ Report	As determined by the Ministry.
3. ANNUAL REPORT	120 days requirement (as per AEAD)
4. FINANCIAL REPORTS as required by Ministry's internal financial reporting requirements or the OIPRD's governing legislation	As determined by the Ministry.
6. Such other reports as may be requested by the Lieutenant Governor in Council.	As determined by the Ministry.
7. Other reports as required for the Business Planning process i.e. Consultant, Trade Agreements, Ontarians with Disabilities Act, 2005, Reports etc.	As determined by the Ministry.

### **SCHEDULE 3 ADMINISTRATIVE SUPPORT**

The Deputy will ensure that the Ministry, authorized outside contractors, Justice Technology Services (JTS), or the Ontario Shared Services Bureau provides the following Operations support services to the OIPRD; and will enter into a Services Agreement to cover the following areas, subject to the authority of TB, Cabinet and the Legislative Assembly of Ontario to determine the financial resources that will be made available to the OIPRD:

- (a) **Financial Administration:** accounts payable, revenues, purchasing, accounts receivable, including usage of IFIS facilities for process these services where available, technical advice, purchasing, accounts receivable central mail and printing services, records and form advisory services.
- (b) **Human Resources Services:** pay and benefits administration; classification; advice and consultation regarding recruitment procedures and staff relations; job description writing; counselling regarding career planning and staff development; and advice and consultation regarding corporate initiatives such as Occupational Health and Safety and Equal Opportunity, and other standard human resources services. The Ministry will assist the COO in ensuring that corporate educational opportunities and career planning services are available to the OIPRD staff, and that these are communicated effectively to staff.
- (c) **Information Technology and Telecommunications Services:** services, advice and consultation including independent and external website.
- (d) **Internal Audit:** financial compliance, management, human resources and information systems audits; operational reviews and special investigations as required; consultations and training as required.
- (e) **Accommodation Planning:** facilities planning and relocation services, including lease renewals.
- (f) **Freedom of Information and Protection of Privacy Program Services.**
- (g) **French Language Services:** advice in meeting obligations under the applicable legislation, translation and interpretation services
- (h) **Communications Assistance.** Communications assistance will be provided in accordance with the protocol established in Schedule 1 of this MOU.
- (i) **Legal Services (as required)**