

Ministry of Public and Business Service Delivery
Policy, Planning and Oversight Division

Memo

To: Jim Cassimatis, Interim Registrar and CEO, Bereavement Authority of Ontario

Date: March 30, 2023

Subject: Administrative Agreement Formatting Errors

The Ministry of Public and Business Service Delivery (the ministry) became aware of two minor formatting errors in the administrative agreement (the agreement) executed by the Minister of Public and Business Service Delivery and the Bereavement Authority of Ontario (BAO) Board Chair on December 29, 2022.

First, the numbering of section 7 mistakenly begins with subsection 7(2) rather than 7(1), thereby shifting the numbering of all the provisions in that section and resulting in inaccurate references to those provisions throughout the agreement. Second, in subsection 3.03(a) of schedule E of the agreement, an intended reference to section 3.04 is incorrectly formatted and replaced with “Error! Reference source not found”.

The ministry is of the view that it is unnecessary to amend the agreement to resolve the formatting errors and that the agreement can be left as it is currently drafted given there is agreement between the ministry and the BAO with regard to the intended interpretation of the misnumbered references and, despite these errors, it would be possible to understand the parties’ common intentions. Consistent with these intentions, the misnumbered references are to be interpreted as outlined in the Appendix, below. This information is being provided for ease of reference.

The ministry recommends that the BAO make this Memo available to the public to assist with the interpretation of the agreement.

Sincerely,

Michèle Sanborn
Assistant Deputy Minister
Policy, Planning and Oversight Division
Ministry of Public and Business Service Delivery

**Appendix: Intended Interpretation of References to Misnumbered Provisions
in the Administrative Agreement Between the Minister of Public and Business Service
Delivery and the Bereavement Authority of Ontario**

Current Agreement (with formatting errors)	Intended Interpretation
<p>5.2 The Administrative Authority 4) The Administrative Authority is responsible for ensuring that it has adequate resources, including financial resources, to comply with this Agreement, the SCSAA, the Designated Legislation, and other applicable law, and for acting in accordance with the business plan that it has provided to the Minister under clause 7(1)(a) of this Agreement.</p>	<p>5.2 The Administrative Authority 4) The Administrative Authority is responsible for ensuring that it has adequate resources, including financial resources, to comply with this Agreement, the SCSAA, the Designated Legislation, and other applicable law, and for acting in accordance with the business plan that it has provided to the Minister under clause 7(2)(a) of this Agreement.</p>
<p>7. Corporate Reporting 6) The Administrative Authority: a) shall make the business plan referred to in clause (1)(a) available to the public, including by posting on the Administrative Authority’s website, no later than thirty (30) days after final approval of the Board;</p>	<p>7. Corporate Reporting 6) The Administrative Authority: a) shall make the business plan referred to in clause (2)(a) available to the public, including by posting on the Administrative Authority’s website, no later than thirty (30) days after final approval of the Board;</p>
<p>7. Corporate Reporting 6) The Administrative Authority: b) shall publish the annual report referred to in clause (1)(b) to the Administrative Authority’s website and by any other method no later than thirty (30) days after the annual report receives final approval of the Board.</p>	<p>7. Corporate Reporting 6) The Administrative Authority: b) shall publish the annual report referred to in clause (2)(b) to the Administrative Authority’s website and by any other method no later than thirty (30) days after the annual report receives final approval of the Board.</p>
<p>7. Corporate Reporting 10) The Administrative Authority shall provide the Minister with performance targets and results for the performance measures approved by the Minister in subsection (8) on an annual basis and upon request by the Minister. Where the Administrative Authority does not meet any one or more of its performance targets, the Administrative Authority shall identify any variance from the target and provide a written rationale to the Minister.</p>	<p>7. Corporate Reporting 10) The Administrative Authority shall provide the Minister with performance targets and results for the performance measures approved by the Minister in subsection (9) on an annual basis and upon request by the Minister. Where the Administrative Authority does not meet any one or more of its performance targets, the Administrative Authority shall identify any variance from the target and provide a written rationale to the Minister.</p>
<p>9. Financial Arrangements</p>	<p>9. Financial Arrangements</p>

Current Agreement (with formatting errors)	Intended Interpretation
1) The Administrative Authority shall ensure that it has adequate resources to comply with this Agreement, the Designated Legislation and the SCSAA consistent with the business plan that it has provided to the Minister under clause 7(1)(a) of this Agreement.	1) The Administrative Authority shall ensure that it has adequate resources to comply with this Agreement, the Designated Legislation and the SCSAA consistent with the business plan that it has provided to the Minister under clause 7(2)(a) of this Agreement.
<p>Schedule E</p> <p>3.03 Definition of Conflict of Interest</p> <p>a) A conflict of interest refers to situations in which personal, occupational or financial considerations may affect, judgment or ability to act in the best interests of the BAO and includes conflicts as described in subsection Error! Reference source not found. hereof.</p>	<p>Schedule E</p> <p>3.03 Definition of Conflict of Interest</p> <p>a) A conflict of interest refers to situations in which personal, occupational or financial considerations may affect, or appear to affect, a Director’s objectivity, judgment or ability to act in the best interests of the BAO and includes conflicts as described in subsection 3.04 hereof.</p>
Schedule L	
<p>Corporate Reporting Requirements – Business Plan:</p> <ul style="list-style-type: none"> • Clause 7(1)(a) • Clause 7(5)(a) 	<p>Corporate Reporting Requirements – Business Plan:</p> <ul style="list-style-type: none"> • Clause 7(2)(a) • Clause 7(6)(a)
<p>Corporate Reporting Requirements – Annual Report:</p> <ul style="list-style-type: none"> • Clause 7(1)(b) • Clause 7(5)(b) 	<p>Corporate Reporting Requirements – Annual Report:</p> <ul style="list-style-type: none"> • Clause 7(2)(b) • Clause 7(6)(b)
<p>Corporate Reporting Requirements – Accessibility:</p> <ul style="list-style-type: none"> • Subsection 7(2) 	<p>Corporate Reporting Requirements – Accessibility:</p> <ul style="list-style-type: none"> • Subsection 7(3)
<p>Corporate Reporting Requirements – French Language Services:</p> <ul style="list-style-type: none"> • Subsection 7(3) 	<p>Corporate Reporting Requirements – French Language Services:</p> <ul style="list-style-type: none"> • Subsection 7(4)
<p>Corporate Reporting Requirements – Risk Management Framework and Risk Management Plan:</p> <ul style="list-style-type: none"> • Subsection 7(7) 	<p>Corporate Reporting Requirements – Risk Management Framework and Risk Management Plan:</p> <ul style="list-style-type: none"> • Subsection 7(8)
<p>Corporate Reporting Requirements – Performance Measures:</p> <ul style="list-style-type: none"> • Subsection 7(9) 	<p>Corporate Reporting Requirements – Performance Measures:</p> <ul style="list-style-type: none"> • Subsection 7(10)