

# CANADA–QUÉBEC AGREEMENT ON ENGLISH-LANGUAGE SERVICES 2018–2019

**THIS AGREEMENT** was concluded in English and in French,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2019,

**BETWEEN:** **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, hereinafter called  
“Canada”, represented by the Minister of La Francophonie,

**AND:** **THE GOUVERNEMENT DU QUÉBEC**, hereinafter called “Québec”  
represented by la ministre de la Justice et ministre responsable des Relations  
canadiennes et de la Francophonie canadienne and by la ministre de la Santé et  
des Services sociaux.

**WHEREAS** English and French are the official languages of Canada, as recognized in the  
Constitution of Canada, the *Canadian Charter of Rights and Freedoms* and the *Official Languages Act*  
(R.S.C., 1985, c. 31 (4<sup>th</sup> Supp.)), and Canada acknowledges its responsibilities and commitments to  
them;

**WHEREAS** the *Charter of the French Language* (CQLR, chapter C-11) stipulates that French is the  
official-language of Québec and that departments and other organizations of the administration may  
provide services in English;

**WHEREAS** Canada is committed to enhancing the vitality of the official-language minority  
communities and to fostering the full recognition and use of both English and French in Canadian  
society, and whereas, in accordance with the *Official Languages Act*, the Minister of Canadian  
Heritage may, to this effect, take such measures, in particular, to encourage and assist provincial and  
territorial governments to provide services in the minority language.

**WHEREAS** Canada wishes to continue its collaboration with the provinces and territories on  
minority-language services;

**WHEREAS** Canada wishes, through this agreement, to provide Québec with financial support to  
implement various measures to increase the capability of Québec to deliver English-language services;

**THEREFORE**, this agreement confirms that the parties hereto agree as follows:

## **1. PURPOSE OF THE AGREEMENT**

1.1 The purpose of this agreement is to establish the conditions of Canada’s financial support for  
the implementation of various measures intended to increase the delivery of English-language  
services in the context of Québec’s Strategic Plan, outlined in Schedule B of this agreement.

## **2. PURPOSE OF THE CONTRIBUTION**

2.1 Subject to the provisions of this agreement, Canada agrees to pay a portion of the eligible  
expenditures made by Québec to implement its Strategic Plan (Schedule B).

### **3. MAXIMUM AMOUNT OF THE CONTRIBUTION**

- 3.1 Subject to the appropriation of funds by Parliament of Canada, to the maintenance of current and forecasted budget levels to March 31, 2019, of the sub-component of the Development of Official-Language Communities Program under which this agreement is funded, and to the Administrative Procedures and Conditions in Schedule A of this agreement, Canada agrees to make, for the fiscal year 2018–2019, a contribution representing the lesser of a maximum amount of four hundred thousand dollars (\$400,000) or 50% of the total eligible expenditures incurred in 2018-2019 by Québec in implementing its Strategic Plan (Schedule B) for the purposes described in Section 1 of this agreement.
- 3.2 In the event that additional funds for the federal contribution outlined in paragraph 3.1 are made available during this agreement, the Agreement may be modified accordingly. Any increase in Canada's financial envelope will be conditional upon Québec providing an equivalent or greater financial contribution than Canada's to meet the goals set out in its revised Strategic Plan (Schedule B).
- 3.3 For the fiscal year covered by this agreement, Canada may provide Québec with financial support over and above the amounts identified in paragraph 3.1 of this agreement for special measures or projects proposed by Québec, subject to approval by the federal minister. These measures and projects will be included in a document to be attached to Québec's Strategic Plan (Schedule B) and will form an integral part thereof.
- 3.4 Subject to appropriation of funds by the National Assembly of Quebec and the maintenance of current and forecasted budget levels of the departments of Justice and Health and Social Services, Quebec agrees to contribute to the eligible expenses under its Strategic Plan (Schedule B) for 2018-2019.
- 3.5 The Administrative Procedures and Conditions governing the payment of Canada's contribution are included in Schedule A of this agreement.

### **4. ELIGIBLE EXPENDITURES**

- 4.1 For the purposes of this agreement, eligible expenditures may include, among others expenditures related to the planning, study, research, development and implementation of the activities supporting Québec's Strategic Plan (Schedule B). The eligible expenditures may also include wages and benefits, professional fees, administrative costs and expenditures incurred by Québec that are related to activities supporting Québec's Strategic Plan (Schedule B).

### **5. COORDINATION**

- 5.1 Canada and Québec agree to meet at a mutually convenient time before the end of each fiscal year covered by this agreement to discuss related results and activities.

### **6. ACTIONS/MEASURES AND BUDGETS**

- 6.1 Canada and Québec agree that the contributions referred to in paragraphs 3.1 and 3.3 of this agreement apply only to the actions/measures described in Strategic Plan of Québec (Schedule B), according to the federal and provincial budget breakdown provided in this agreement.

### **7. PARTNERSHIP**

- 7.1 The parties recognize that this agreement does not constitute an association with the intent to establish a partnership or a joint venture, nor to create an agency relationship between Canada and Québec.

**8. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE NATIONAL ASSEMBLY OF QUÉBEC**

- 8.1 No member of the House of Commons, the Senate or the National Assembly of Québec may take part in this agreement or benefit from it in any way.

**9. FEDERAL PUBLIC OFFICE HOLDERS OR FEDERAL PUBLIC SERVANTS**

- 9.1 No official or employee of Canada shall be admitted to share in this agreement or to benefit from it without the written consent of the official's or employee's minister. No former public office holder or public servant who is not in compliance with the *Conflict of Interest Act, S.C. 2006, c. 9* or the *Values and Ethics Code for the Public Service* may receive a direct benefit from this agreement.

**10. LIABILITY OF CANADA AND QUÉBEC**

- 10.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of Québec or anyone else, that occurs through the execution of this agreement by Québec, unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of Canada, the federal minister, or their employees, officers or agents.
- 10.2 Québec shall not be liable for any injury, including death, or for any loss or damage to the property of Canada or anyone else, that occurs through the execution of this agreement by Canada, unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of Québec, its ministers or their employees, officers or agents.
- 10.3 Canada disclaims itself from any liability in the event that Québec concludes a loan, rent-to-own contract or any other long-term contract involving the project for which the contribution is granted in this agreement.

**11. INDEMNIFICATION**

- 11.1 Québec shall indemnify Canada, the federal minister and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenditures and costs related to any injury or death, or loss or damage to property caused by Québec or its employees, officers or agents in carrying out the activities described in this agreement.
- 11.2 Canada shall indemnify Québec, its ministers, and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenditures and costs related to any injury or death, or loss or damage to property caused by Canada or its employees, officers or agents in carrying out the activities described in this agreement.

**12. DISPUTE RESOLUTION**

- 12.1 In the event of a dispute arising under the terms of this agreement, the parties agree to try to make a good faith attempt to settle the dispute. In the event that the parties cannot resolve the dispute through negotiation, they agree to submit to mediation. The parties shall bear the cost of mediation equally.

**13. BREACH OF COMMITMENTS AND RECOURSE**

- 13.1 The following constitute breach of commitments:
- 13.1.1 Québec, directly or through its representatives, makes or made, otherwise than in good faith, a false declaration or a misrepresentation to Canada; or
- 13.1.2 One of the conditions or commitments included in this agreement has not been fulfilled; or
- 13.1.3 Canada suspends or withholds for no legitimate reason payments of its contribution with respect to amounts already owing or future payments.

- 13.2 In the event of breach of Québec's commitments, Canada may avail itself of the following remedies:
- 13.2.1 Reduce Canada's contribution to Québec and inform it accordingly;
  - 13.2.2 Suspend any payment of Canada's contribution, either with respect to amounts already owing or future payments; and/or
  - 13.2.3 Rescind this agreement and immediately terminate any financial obligation arising out of it.
- 13.3 In the event of breach of commitments, Québec may avail itself of the following remedies:
- 13.3.1 Suspend some activity provided for in the Strategic Plan (Schedule B); and/or
  - 13.3.2 Rescind this agreement and immediately terminate any financial obligation arising out of it.
- 13.4 The fact that one of the two parties refrains from exercising a remedy it is entitled to exercise under this agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred on it shall not prevent it in any way in the future from exercising any other right or remedy under this agreement or other applicable law.
- 13.5 In the event that a breach is found by either party, a notice of breach may be issued to the party to which the breach is attributed so that remedial action can be taken prior to the launch of any recourse.

#### **14. ASSIGNMENT**

- 14.1 This agreement, and any benefit thereunder, may not be assigned without prior written approval from Canada.

#### **15. APPLICABLE STATUTES**

- 15.1 This agreement shall be governed by and interpreted in accordance with the applicable statutes in Québec.

#### **16. COMMUNICATIONS**

- 16.1 Any communication concerning this agreement intended for Canada shall be sent by mail to:

Director, Operations and Regional Coordination  
Official Languages Branch  
Department of Canadian Heritage  
15 Eddy Street, 7<sup>th</sup> floor  
Gatineau, Québec K1A 0M5

- 16.2 Any communication concerning this agreement intended for Québec shall be sent by mail to:

Secrétariat aux relations avec les Québécois d'expression anglaise  
875, Grande Allée Est, bureau 5.701  
Québec (Québec)  
G1R 4Y8

- 16.3 Any communication sent in this way shall be deemed to have been received after the time required for a letter to reach its destination.

#### **17. DURATION**

- 17.1 This agreement binds Québec and Canada for the period starting April 1, 2018 and ending March 31, 2019, and all contributions to be provided by Canada in accordance with the provisions of this agreement are to be applied only to the measures implemented and the expenditures incurred by Québec in carrying out its Strategic Plan (Schedule B).

**18. AMENDMENT OR TERMINATION**

18.1 The parties may, with mutual written consent, amend or terminate this agreement during the life of said agreement.

**19. DESCRIPTION OF THE CONTRIBUTION AGREEMENT**

19.1 This agreement, including the following schedules that form an integral part of it and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous and future documents, negotiations, understandings and undertakings related to its subject matter. The two parties acknowledge having read the agreement and agree with its contents.

SCHEDULE A – Administrative Procedures and Conditions

SCHEDULE B – Québec’s Strategic Plan – English Language Services –  
2018-2019

**IN WITNESS WHEREOF**, the parties hereto have signed this agreement on the date that appears on the first page.

**ON BEHALF OF CANADA**

**ON BEHALF OF QUÉBEC**

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The Honourable Mélanie Joly  
Minister of La Francophonie

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Sonia LeBel  
Ministre de la Justice et ministre responsable des  
Relations canadiennes et de la Francophonie  
canadienne

WITNESS

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Name (print name)

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Danielle McCann  
Ministre de la Santé et des Services sociaux

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Signature of Witness

## ADMINISTRATIVE PROCEDURES AND CONDITIONS

**1. PAYMENT TERMS****1.1 Québec's Strategic Plan**

1.1.1 Canada's contributions to Québec's Strategic Plan (Schedule B) referred to in paragraph 3.1 of this agreement shall be paid as follows:

- (a) an initial advance payment representing one half (50%) of Canada's contribution for fiscal year 2018–2019 shall be made following the production of Québec's Strategic Plan (Schedule B) and signing of this agreement provided that requirements for the previous payments related to the *Canada-Québec Agreement on English-Language Services 2016-2017 to 2017-2018* have been met;
- (b) a second and final payment not exceeding the balance of Canada's contribution for that year shall be made following the production of a final report on results and actual expenditures for the fiscal year in question.

**1.2 Special Projects**

Canada's contribution to Québec for the special projects referred to in paragraph 3.3 of this agreement shall be paid in accordance with the following breakdown:

**1.2.1 For one-year projects**

- (a) an initial advance payment representing one half (50%) of Canada's contribution for that fiscal year shall be made following approval of the federal minister;
- (b) a second and final payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following the production of a final report on results and actual expenditures made by Québec for the fiscal year in question.

**2. TRANSFERS**

- 2.1 Québec may transfer funds between measures for the same objective of Québec's Strategic Plan (Schedule B), insofar as these transfers facilitate, in the opinion of Québec, the achievement of the expected results.
- 2.2 Québec will notify Canada in writing, no later than February 15 of the fiscal year in question, of a transfer of funds between the objectives of Québec's Strategic Plan (Schedule B), if at least one objective impacted by the transfer(s) is subject to increase or decrease exceeding 15% of the annual contribution allocated to each of them.
- 2.3 Québec agrees that the transfers targeted by paragraphs 2.1 and 2.2 shall not jeopardize achievement of the expected results in the strategic plan (Schedule B).
- 2.4 Québec agrees to make no transfer between the funding provided in paragraph 3.1 of this agreement for the Strategic Plan and the contributions for special projects provided by Canada as part of the provisions of paragraph 3.3 of this agreement.

**3. REPORTS ON RESULTS AND ACTUAL EXPENDITURES**

- 3.1 It is agreed that within six (6) months following the end of the fiscal year of this agreement, Québec shall provide Canada with a final report on the results and actual expenditures, based on priorities, objectives, performance indicators and outcomes set forth in the Strategic Plan (Schedule B).

3.2 The final report on results and actual expenditures shall be approved by a duly authorized person from Québec. Québec shall provide the report in the manner it considers most appropriate to its particular situation. Canada and Québec will hold further discussions in the event that clarifications or additional information are requested. Québec agrees to forward requested information to Canada in keeping with the terms and conditions of the agreement.

3.3 The final report on results and actual expenditures shall separately present the budget established for each of the areas of intervention provided for in the Strategic Plan (Schedule B), the provincial and federal contributions, and, for each measure, all expenditures incurred by Québec for the year. The financial statement shall be prepared in accordance with generally-accepted accounting principles.

3.4 In the context of this agreement, Québec agrees to keep accounts and documents up to date and in due form in accordance with provincial records management standards.

#### **4. INFORMATION FOR THE PUBLIC**

4.1 Canada and Québec agree to make the text of this agreement and its schedules available to the Canadian public.

4.2 Québec agrees to make available to the public copies of the final reports on results and actual expenditures as part of this agreement. To obtain copies, interested individuals may contact Québec in accordance with the provisions of paragraph 16.2 of this agreement.

4.3 Québec agrees to give recognition to Canada's participation when conducting publicity for the measures for which financial assistance was provided by Canada. For the purpose of this agreement, publicity includes, without being limited to, speeches, news releases, public announcements, websites, social media and provincial departmental and agency reports.

4.4 Canada and Québec agree to share, at the time of its publication, any public report on services in English that may be produced, to be used as complementary information.

4.5 Canada and Québec agree that joint communications and publications regarding this agreement shall be issued in French and English in separate formats. All of Canada's communications and publications will be issued in French and English. Québec's communications and publications will be issued in French, the official language of Québec. They may be made available in English, upon request.

#### **5. OVERPAYMENT**

5.1 The parties agree that, if payments made to Québec under this agreement exceed the amounts to which Québec is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to Québec by an equivalent amount.

#### **6. FINANCIAL AUDITS**

6.1 In the event a financial audit is deemed necessary within a period of up to five (5) years after the end of this agreement, Canada and Québec agree that it would be conducted by the Auditor General of Québec.

#### **7. EVALUATION**

7.1 Québec is responsible for evaluating the measures funded under this agreement. Québec undertakes to share with Canada the results of these evaluations.



7.2 Canada is responsible for evaluating the Development of Official-Language Communities Program. For these evaluations, Canada shall encourage input from Québec and shall use information provided in this agreement. Should other information be required, it will form the basis of discussions to be held between Canada and Québec. Québec agrees to share with Canada the results of those evaluations.

**8. CONSULTATIONS**

8.1 Québec shall include information regarding the participation of the English-speaking community in the preparation of the Strategic Plan (Schedule B).

# QUÉBEC STRATEGIC PLAN

## English-language services

Access to services in English, in the areas of health and social services as well as justice, is one of the most important issues that have been prioritized by Québec's English-speaking communities during exchange sessions and regional consultations in winter of 2018 made by the ministre responsable des Relations avec les Québécois d'expression anglaise. The priorities of the Québec Strategic Plan (Schedule B) of the Canada-Québec agreement on English-language services 2018-2019 concurs with their needs.

HEALTH AND SOCIAL SERVICES COMPONENT

2018-2019 STRATEGIC PLAN OF THE MINISTÈRE DE LA SANTÉ ET DES SERVICES SOCIAUX TO MAINTAIN, IMPROVE, AND RESTORE THE HEALTH AND WELL-BEING OF ENGLISH-SPEAKING QUEBECERS

JUSTICE COMPONENT

2018-2019 STRATEGIC PLAN OF THE MINISTÈRE DE LA JUSTICE TO MAINTAIN, IMPROVE, AND IMPLEMENT THE SERVICES OFFERED TO ENGLISH-SPEAKING QUEBECERS

## HEALTH AND SOCIAL SERVICES COMPONENT

### **2018-2019 STRATEGIC PLAN OF THE MINISTÈRE DE LA SANTÉ ET DES SERVICES SOCIAUX TO MAINTAIN, IMPROVE AND RESTORE THE HEALTH AND WELL-BEING OF ENGLISH-SPEAKING QUEBECERS (CONTRIBUTION OF \$400,000: CANADA \$200,000 / QUÉBEC \$200,000)**

#### **Introduction**

Québec's health and social services priorities are set out in the *Plan stratégique 2015-2020* of the Ministère de la Santé et des Services sociaux.<sup>1</sup> They are on a continuum with previous priorities and fall within the Government's results-based management framework. They focus on the provision of services to the population by the Ministère de la Santé et des Services sociaux, the institutions in Québec's network, and it is these priorities that underlie the Government's commitment to maintain, improve, and restore the health and well-being of English-speaking Quebecers.

It is up to Québec to determine the relevance, appropriateness and procedures of any consultation regarding the provision of English-language health services and social services on its territory. This *2018-2019 Strategic Plan of the Ministère de la Santé et des Services sociaux to maintain, improve and restore the health and well-being of English-speaking Quebecers*, has been developed taking into account the priorities set out in 2016 by the Provincial committee for the Provision of Health Services and Social Services in the English Language and access programs for English-language services.

#### **The Current situation**

English speakers' right to receive health services and social services in English is specifically recognized in the *Act respecting health and social services*.<sup>2</sup>

To ensure the services provided meet primary, secondary and tertiary health care and social services needs<sup>3</sup> and the expectations expressed by the English-speaking population<sup>4</sup>, integrated health and social services centres (CISSS) and integrated university health and social services centres (CIUSSS) (hereafter integrated centre) have the responsibility to take action to improve the population's health and well-being. The planning and implementation of new service delivery models that are better adapted to local realities and take

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<sup>1</sup> Gouvernement du Québec, ministère de la Santé et des Services sociaux, *Plan stratégique 2015-2020*, Novembre 19, 2015.

<sup>2</sup> Chapter S-4.2, sections 15, 348, 508, etc.

<sup>3</sup> Point of entry to services, prevention activities, primary health care and social services, mental health services, services for frail individuals, services for troubled youth, etc.

<sup>4</sup> Québec Community Groups Network, *The Health and Social Service Priorities of Québec's English-speaking Population 2013-2018*, May 2012.

## SCHEDULE B

into account the sociocultural and linguistic characteristics of the territory's population are the main challenges facing the network to ensure the primacy of primary care services.<sup>5</sup> Integrated centres are responsible for developing population-based profiles of their respective territories. They must, for instance, take the distribution of the English-speaking population into account in the planning of services.

Under section 76 of the *Act to modify the organization and governance of the health and social services network, in particular by abolishing the regional agencies* (LMRSSS), health and social services institutions are required to develop an access program for English-language health services and social services.

In its *Guide pour l'élaboration de programme d'accès aux services de santé et aux services sociaux en langue anglaise*, the MSSS<sup>6</sup> defines the nature, objectives and components of the access program and determines the priority orientations. It describes the steps involved in the development, approval, follow-up and revision of access programs and sets out the roles and responsibilities of the various collaborators. Health and social services institutions will revise their access program in 2019. Note that, since the LMRSSS was adopted, the revision cycle for English-language services access programs has been on a five year basis 2019-2024, 2024-2029, etc.

In the health and social services sector, access to information in English for English speakers is essential to their participation, be it on a collective level in the planning and implementation of programs or on an individual level through their involvement in a successful clinical procedure.

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<sup>5</sup> Gouvernement du Québec, ministère de la Santé et des Services sociaux, Plan stratégique 2010-2015, November 10, 2010, Issue 2 : The primacy of primary care services, pages 25 to 29.

<sup>6</sup> Gouvernement du Québec, ministère de la Santé et des Services sociaux, 2018

**1.1 ISSUE:** A system that is centred on users and adapted to their needs: to offer accessible, integrated, quality care and services for the benefit of users<sup>7</sup>

**Orientation:** Improve access to English-language health services and social services for English speakers in the nine service programs<sup>8</sup>

<b>PRIORITY</b>	<b>OBJECTIVES</b>	<b>RESULTS</b>	<b>INDICATORS</b>
<b>Revision of the 2012-2015 access programs for 2019-2024</b>	Assess the implementation and impact of 2012-2015 access programs	Follow-up of the implementation of programs and the performance report for 2012-2015	English speakers' level of satisfaction with access to and provision of English-language services
	Support the development and revision of access programs based on the primacy of primary care services and the area of focus for 2019-2024	Access programs revised by regional bodies and approved by the Government of Québec	Number of access programs revised Number of summary documents adapted for the clientele available in English Higher percentage of primary care services available in English
	Promote the English-speaking community's participation in the revision of access programs for 2019-2024 at the local, regional and provincial levels	Increased participation of people from English-speaking communities in the network's various advisory bodies: regional access committees, provincial committee, other bodies, etc.	Number of meetings with representatives of English-speaking communities to revise access programs Number of English-speaking participants
<b>Support for volunteer action</b>	Promote the participation of people from English-speaking communities in the development of integrated centres' service offer	Partnership established between community organizations serving English-speaking communities and integrated centres	Number of meetings with representatives of English-speaking communities and integrated centres Number of clinical documents available in English

<sup>7</sup> Gouvernement du Québec, ministère de la Santé et des Services sociaux, Plan stratégique 2015-2020, November 19, 2015, pages 10 to 16

<sup>8</sup> As a reminder : general services, public health, aging-related loss of autonomy, physical disabilities, intellectual disabilities and pervasive developmental disorders, troubled youth, addiction, mental health and physical health.

**1.2 ISSUE:** Mobilisation of resources to achieve optimal results<sup>9</sup>

**Orientation:** Inform the population about its health and well-being and how to maintain it or use health services and social services to improve it

PRIORITY	OBJECTIVES	RESULTS	INDICATORS
<p><b>Access to information on English-language services</b> (in accordance with the relevant provisions of the <i>Charte de la langue française</i>)</p>	<p>Promote the carrying out of information campaigns on access to and provision of English-language health services and social services for English speakers in connection with:</p> <ul style="list-style-type: none"> <li>▪ 2012-2015 and 2019-2024 access programs</li> <li>▪ Ministerial orientations, policies and priorities with respect to service programs and in the 2015-2020 ministerial strategic plan</li> </ul>	<p>Various methods of communication used to reach people from English-speaking communities</p> <p>Information documents available in English on access to and provision of services to English speakers and on ministerial orientations and policies</p>	<p>Number of English speakers reached</p> <p>Number of documents available in English for English speakers</p>
	<p>Promote the sharing of up-to-date clinical documents, available in English, between institutions in Québec’s network, community organizations, etc.</p>	<p>Continued efforts to develop a bank of clinical documents translated into English</p> <p>Mechanisms established for sharing these documents</p>	<p>Document bank established and updated</p> <p>Number of documents available in the bank</p> <p>Number of documents shared through the bank</p>
	<p>Promote access, for English-speaking users, to clinical information tools in English (Web and information systems)</p>	<p>Clinical information tools available in English on request for English-speaking users<sup>10</sup></p>	<p>Number of tools available in English for English-speaking users</p>

<sup>9</sup> Gouvernement du Québec, ministère de la Santé et des Services sociaux, Plan stratégique 2015-2020, November 19, 2015, pages 17 to 19.

<sup>10</sup> *Act respecting health services and social services, CQLR*, chapter S-4.2, article 182.10.

## JUSTICE COMPONENT

### **2018-2019 STRATEGIC PLAN OF THE MINISTÈRE DE LA JUSTICE TO MAINTAIN, IMPROVE, AND IMPLEMENT THE SERVICES OFFERED TO ENGLISH-SPEAKING QUEBECERS (CONTRIBUTION OF \$400,000: CANADA \$200,000 / QUÉBEC \$200,000)**

#### **Introduction**

Québec's priorities in justice are inspired by the Ministère de la Justice's 2015-2020 strategic plan.<sup>11</sup> They are consistent with previous priorities and with the Government's framework of results management. The priorities focus on services provided by the Ministère de la Justice.

Decisions on the relevance, opportunity, and terms of any consultation on the delivery of justice services in English on its territory belong to Québec. As part of the establishment of the Ministère de la Justice's priorities in this area, contributions were made by the Ministère's senior management and by organizations.

#### **The current situation**

Access to justice and the law remains a priority for Québec's Ministère de la Justice because it is essential to greater public confidence in the justice system. Better access to justice occurs through various means of improving access to the law, such as making available to English-speaking citizens services and information on their rights and obligations and on how to exercise them.

As such, improving information provided to the public on the rules governing life in society and on how the justice system functions is key to strengthening the trust relationship between citizens and the justice system. It also helps increase the credibility of judicial institutions among citizens and their confidence in the justice system.

Inter-regional variations in English-language services can sometimes be significant. Québec will pay particular attention to measures implemented to establish, improve, and maintain services provided to English-speaking Quebecers in all regions.

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<sup>11</sup> Gouvernement du Québec, Ministère de la Justice, Plan stratégique 2015-2020



**2.1 ISSUE:** Improve services provided to English-speaking Quebecers by:

- Criminal and penal prosecutors
- Managers
- Support staff of the Directeur des poursuites criminelles et pénales

**Orientation:** Enable criminal prosecutors, managers, and support staff to improve access to information.

<b>PRIORITY</b>	<b>OBJECTIVES</b>	<b>TARGETED RESULTS</b>	<b>INDICATORS</b>
<b>1. Translation of legal documents from French to English, particularly in international assistance files</b>	Coordinate and process international requests for assistance and extradition and any other request	Availability of translations	Number of translation requests processed
<b>2. Translation of letters from French to English regarding access-to-information files and complaint processing</b>	Application of the <i>Loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels</i>	Availability of translations	Number of translation requests processed

**2.2 ISSUE:** Adapt services to ensure better access for all citizens

**Orientation:** Improve access to legal services and information in English

PRIORITY	OBJECTIVES	RESULTS	INDICATORS
<b>1. Availability of English-language or bilingual forms</b>	Enable English-speaking citizens to have access, in their language, to all the tools required to interact with the Ministère de la Justice	Access to English-language or bilingual forms	100% of forms are available, either bilingually or in English
<b>2. Interpretation services for English-speaking parties and witnesses</b>	Enable English-speaking citizens to express themselves in their language before the courts, mainly in criminal and penal matters	Better functioning of hearings	% of cases postponed due to the lack of availability of interpreters