

This Agreement is made as of the date of ratification

BETWEEN:

THE GRANDVIEW SURVIVORS SUPPORT GROUP

- and -

THE GOVERNMENT OF ONTARIO

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OVERVIEW

This Agreement is based on a recognition that abuse or mistreatment as defined in this Agreement cannot be tolerated nor condoned. It is further based on a recognition that society has a direct responsibility to provide the support necessary to facilitate the healing process of survivors of sexual and institutionalized abuse, particularly when such abuse arises in the context of an institution housing children. It also recognizes the current individual-based solutions offered by the civil justice system are inadequate responses to institutionalized and sexual abuse. These problems are prevalent enough in our society so as to warrant a social based response which seeks, ultimately, to facilitate the healing of survivors of such abuse and mistreatment.

In an effort to empower the voices of those who are to be the beneficiaries of this Agreement, it was agreed that the negotiating representatives would embark on an alternative dispute resolution process. This process was carefully designed to give real voice to those who would be directly affected by the results sought to be achieved, in a process that was not overburdened with legalistic tactics. Accordingly, four former residents at Grandview who were executive members of the Grandview Survivors Support Group representing in this endeavour more than 130 members participated with their counsel in the various negotiation sessions.

The initial agenda was, indeed, formulated by the needs identified by the executive of the group in consultation with the membership of the Grandview Survivors Support Group so that as broad a base for discussion as possible could be developed. The Government was represented by experienced legal counsel and by a civil servant who had much experience in dealing with the issues of violence against women as a community advocate. The Grandview Survivors Group was also represented by the legal counsel of their choice. Finally, a facilitator was present at these sessions. Her commitment to these issues and her equality driven process was critical to ensuring that all voices were heard at the table, with dignity.

These sessions were typically full day sessions and occurred once and then twice monthly over a period of six months. A process of mutual education was engaged upon and was a critical feature of the negotiations. In between meetings, each party assumed the obligation to keep their respective membership or client groups fully informed and to prepare for addressing specific matters at subsequent sessions.

The purpose of this Agreement is to engage in a process to afford to any eligible person real opportunities to heal and to introduce real hope for a better future.

The Agreement does not seek to single out any particular individual for blame. It, in fact, recognizes that there were within the administration of the training school system many persons who sincerely believed in the remedial philosophy of the institutions and who were personally committed to the creation of a just and protective environment for those in their care.

How any particular person or why such person was committed to the training school system and why Grandview was determined to be an appropriate placement for any individual are not in issue here. In each case, a judicial determination was made based on criteria considered appropriate.

It is acknowledged that, in individual cases, allegations have been made that officials employed by the Government and placed in positions of trust and authority over their wards abused that trust in ways that if proven would constitute serious criminal misconduct. There are criminal charges pending in a number of cases and further charges against other persons are expected.

It is recognized that every effort should be made to ensure that nothing contemplated to be done under the terms of this Agreement affects the integrity of the criminal justice process. However, if there are needs that are identified which must be addressed now, every effort will be made to meet those needs but without jeopardizing any prosecution.

The Grandview Training School for Girls ("Grandview") opened in 1932, and was formally known as the Ontario Training School for Girls -Galt. It was located at what is now known as Cambridge, Ontario.

Grandview was an institution housing, at any one time, approximately 120 girls with 30-35 girls housed in Churchill House, a secure facility. It appears that these girls were wards of the Ontario Government or of Grandview at the time of their committal to Grandview. By the terms of the governing legislation in place from time to time (repealed in 1982), the girls' parents lost their parental rights through the wardship process.

This Agreement is designed to address the consequences of "abuse" and "mistreatment" as those terms are defined, of those who were actually resident at Grandview.

It is understood that the beneficiaries of these arrangements were children at the time of admittance to Grandview.

Actions that are gender based and result in physical, sexual or psychological harm or suffering to women including threats of same, coercion or arbitrary deprivation of liberty are abusive and this Agreement reflects the abhorrence of such

conduct. This Agreement will support efforts both of a policy and of a legislative nature to prevent and remedy the consequences of the kind of conduct described here, in recognition that these issues require a society based response to supplement the case by case dispute resolution system which informs our civil justice process.

Early detection of the circumstances and instances of abuse, intervention in effective ways and support for the healing of the consequences of this conduct are recognized as essential. The loss of trust in the institutions responsible for the care of young people and the personnel running them represents a legitimate social concern. The loss of self confidence and self esteem and ability to freely enter relationships of intimacy requiring trust and the corresponding distrust of authority exact lifelong penalties for the individual survivor of abuse. As well, unacceptable financial burdens are imposed on the social services, health and court systems in what are often disjointed responses to complaints of abuse.

It is an objective of the various components of this Agreement to facilitate a path of healing and recognition of self fulfilment for its beneficiaries. It is hoped that the coordination of the various components, will, as an integrated whole, produce a more accountable and effective response for survivors of institutionalized and sexual abuse.

It is recognized that greater success may be achieved by early attention to the needs of the beneficiaries and that the failure to carry through with the promise of this Agreement will carry with it the risk of further harm.

It is the hope of the parties to this Agreement and each individual who seeks to access the benefits of these arrangements that the provisions of this Agreement provide the best alternative of all likely to permit healing and reintegration of the beneficiaries into full partnership with society.

It is also recognized that barriers based on gender, race and class considerations exist, that these "biases" exist in any system presently in place to address the needs of women and this Agreement seeks to identify and eliminate these systemic issues that would otherwise prevent the promise of this Agreement being realized. There is an interrelationship between sexism, racial and class distinctions which together foster violent actions.

It is the intention here to develop a non court based process to address the needs of those affected by certain conduct, to suggest a model adaptable to other circumstances. For it to work, various Government ministries, private and public advocates and the survivors have all committed their cooperation to craft a unique response to sexual and institutional abuse.

It is a key feature of these arrangements that the encounter of a survivor of abuse with the community be supportive and that the response by the community be collective and coordinated.

A commitment to help eradicate abuse and its underlying causes is shared by all who participated in the development of the approach disclosed in the text of this Agreement.

It is hoped that this text and its underlying process will be a new starting point in ultimately achieving this commitment.

1. DEFINITIONS

1.1 ABUSE means an injury as a result of the commission of a criminal act or act of gross misconduct by a guard or other official at Grandview or in some circumstances by another ward and includes physical and sexual assault or sexual exploitation. It is acknowledged that sexual abuse includes arbitrary or exploitative internal examinations for which no reasonable medical justification existed and which resulted in demonstrable harm.

Act of Abuse is the act that causes the injury.

1.2 MISTREATMENT means an injury as a result of a pattern of conduct that was "cruel" and for which no reasonable justification could exist (arbitrary) and includes conduct that was non physical but had as a design the depersonalization and demoralization of the person with the consequent loss in self esteem, and may involve discipline measures unauthorized by any superior authority. This is conduct that is plainly contrary to the policies and procedures governing conduct at Grandview and the purpose of the governing legislation. Proof must establish a pattern of conduct directed towards the individual personally and errors of judgement will not be sufficient. This conduct may include taunts, intimidation, insults, abusive language, the withholding of emotional supports, deprivation of parental visits, threats of isolation, and psychologically cruel discipline or measures which were not officially permitted in the management and control of the residents of the facility.

The general environment of Grandview, the discipline and regulation of the conduct of the wards in accordance with policies and procedures established for the governance and management of the institution cannot constitute mistreatment.

The act of mistreatment is the act or acts that cause the Injury.

1.3 ELIGIBILITY - general definition - any former ward at Grandview is eligible to apply under section 3 for access to the group benefits provided for under this Agreement and in accordance with its terms. On meeting those criteria, the person is eligible to access the group benefits.

1.4 ELIGIBILITY - special definition - a former ward at Grandview who meets the general definition to access group benefits who receives validation under paragraph (8.4) if required and meets the specific criteria set out in the paragraphs under section 4 of this Agreement are eligible to receive individual benefits.

1.5 ELIGIBILITY AND IMPLEMENTATION COMMITTEE (E.I.C.) is established under this Agreement to assess applications and to oversee and superintend the implementation of the benefits under this Agreement. (Section 7).

1.6 VALIDATION is the process set out in paragraph (8.4) under which an applicant establishes her entitlement to access the benefits under paragraphs (4.1), (4.2), (4.3), (4.4) and (4.5) of this Agreement.

1.7 ADJUDICATOR is the person designated under this Agreement to hear and determine certification and entitlement issues under this Agreement. Refer to paragraph (8.4).

1.8 GROUP BENEFITS are those programs provided for under the provisions of paragraphs: (2.1) access to the crisis line; (2.2) tattoo removal/scar reduction; (2.3) General Acknowledgement.

1.9 INDIVIDUAL BENEFITS are those programs provided for under paragraphs: (4.1.0) vocational or educational training or upgrading; (4.2.0) direct financial support in the form of an award made in accordance with the provisions of this Agreement and an additional payment for major and exceptional medical/dental expenses as directed by the adjudicator where the benefit from the fund established under section 12 is insufficient; (4.3.0) financial services (4.4.0) counselling/therapy; and (4.5.0) Individual Acknowledgement.

1.10 GENERAL BENEFITS are those programs, actions or commitments that the Government may undertake or foster and which may provide benefits to survivors of sexual, physical and institutionalized abuse generally. This Agreement reflects a willingness on the part of the parties to work co-operatively together and with others to examine how best to address particular needs. These are initiatives not necessarily confined to providing benefits to the former residents of Grandview but can be considered in a broader context and may require the development of a process permitting consultation and discussion with other stake holders. These are benefits which, when provided, reflect a recognition by a concerned and caring community that among its members are those who through particular misfortune have yet to participate as fully in the life of their community as they might.

These benefits are described in section 6 and include (a) legislative initiatives and (b) research initiatives.

1.11 The "GRANDVIEW SURVIVORS SUPPORT GROUP" ("G.S.S.G.") is an expanding non-profit organization of former wards at Grandview (formerly known as Grandview Training School for Girls, and the Ontario Training School for Girls - Galt) formed to provide emotional and therapeutic support to its membership, to seek on behalf of its membership opportunities for improvement in their livelihood and representing the various needs of the membership (see their own terms of reference). It also fulfils a social, political and legal advocacy role on behalf of the Group's membership and individual members where necessary vis-a-vis the Government and the justice system.

1.12 The "GOVERNMENT OF ONTARIO" means Her Majesty The Queen in Right of the Province of Ontario.

1.13 BENEFICIARY OF THIS AGREEMENT - any former ward of Grandview who meets the eligibility criteria for group or individual benefits. Membership in the G.S.S.G. is not a requirement.

1.14 DURATION - Applications for access to the various benefits under this Agreement except as otherwise provided will be accepted until one year after the ratification of this Agreement. Exceptions may thereafter be made by the E.I.C. or alternative agency on a case-by case basis.

2.0 GROUP BENEFITS

2.1.0 CRISIS LINE

2.1.1 Any former ward at Grandview is entitled to access the crisis line unless the crisis line service described here is discontinued or replaced by an alternative service, in which case such alternative service will be available to all former wards. This service is available without proof that the benefiting person was subjected to any conduct while at Grandview that could have caused or contributed to the crisis circumstances.

2.1.2 A crisis line has been established by the Government of Ontario and funded on a trial basis for a period of one year. The Government of Ontario recently renewed the crisis line contract for an additional 1 year period ending March 14, 1995, and is subject to further renewal as hereinafter provided. The number to access the line is 1-800-668-4145. The establishment of this response to the needs of former Grandview wards was done with the support and active participation of the G.S.S.G., and included training by the members of those responsible for responding to those in need. This program will remain funded in its present form until assessment indicates that continued support for an exclusive line cannot be justified.

2.1.3 An assessment by the Government of Ontario with the participation of the G.S.S.G. and the host agency will be undertaken to determine whether there is a need to maintain this program for the sole and exclusive access by former wards of Grandview. The assessment will contain recommendations in this regard. It is understood that as long as the crisis line receives an average of two calls per day, seven days per week, over a six month period ending on September 14, 1994 and where the calls are considered appropriate to a crisis line, its funding will continue for six month renewal periods, after each which an assessment will determine if the service will continue. It is also understood that when and if it is determined that the crisis line is no longer needed (or is best replaced by an alternative comparable service), there will be a final additional six month winding down period. Notice shall

be given to the G.S.S.G. before any decisions are made which fundamentally affect the crisis line so that during the winding down period the G.S.S.G. can inform its membership and the staff of the service provider can inform those who contact them that the service will be discontinued or be managed in some altered way as the case may be.

2.1.4 An assessment will take place every six months during the continuation of the service. An assessment, when completed, will be submitted to the Eligibility and Implementation Committee (if the E.I.C. is established) for review and comment if it discloses a use below that set out in paragraph (2.1.3) so as to justify discontinuance. The decision will be made by the Government, with consultation from the G.S.S.G., and will be sensitive to the needs of the beneficiaries.

2.1.5 If the assessment recommends discontinuation as the service receives less than an average of two calls per day, the E.I.C. (if one has been created) will consider whether there still remains some sufficient need for any program and, if there is, the E.I.C. will determine how that need can be met by providing access to a non exclusive program and its views will be considered by the Government. If some alternative arrangement would meet the needs of the benefiting person, then the E.I.C. will assist in ensuring that those assuming responsibility for intervention are properly trained, using as a guideline the training process used by the current crisis line workers (including training by Grandview Survivors).

2.2.0 TATTOO REMOVAL/SCAR REDUCTION

2.2.1 Any former ward at Grandview for a period of not less than six months, and where the tattooing or scarring was self-inflicted or the result of self-inflicted injury, will be entitled, on proof of such circumstances, to the benefits of the program and subject to the limitations of the program provided for under this Agreement.

2.2.2 An application for tattoo removal may take the form of a written statement to the fact of the necessary circumstance set out above and will, subject to verification, be accepted as sufficient for the purpose of this paragraph. The statement will set out clearly when the applicant attended Grandview and that the tattoo(s) were inflicted during that time.

2.2.3 Each applicant requesting tattoo removal will be examined by a specialist in dermatology who will, in consultation with the service provider, advise whether the applicant is an appropriate candidate for the laser treatment program provided for under this Agreement. In each case, a total fee for the service will be determined in accordance with the schedule of fees agreed to between the Government of Ontario and the service provider. Benefiting persons will be required to agree to a particular program of treatments at specific times and in accordance with the terms and conditions of the Agreement between the Government and the service provider.

2.2.4 In the event that the benefiting person is not an appropriate candidate for laser treatments, then surgical options can be considered and, if deemed medically appropriate, will be funded under this arrangement. Any surgical option must not involve a cost expenditure in excess of 2 times the cost of the laser treatment.

2.2.5 In order to defray the costs of this program and to establish with certainty the costs thereof, the Government will establish a fund based on the number of persons who identify themselves by not later than twelve months following the ratification date of this Agreement or who are already known as requiring treatment multiplied by a factor calculated as follows: 2 times the numbers of tattoos as are identified by members of the G.S.S.G. The initial estimate based on the latter formula is \$120,000.00. This figure may increase with increased numbers of persons who identify themselves within the twelve month period.

2.2.6 This fund constitutes the money available for tattoo removal and if exhausted will not be replenished. In the event that funds remain after applicants who have identified themselves in the next twelve month period have received the service, new applications will be received on a first come, first served basis. Any money thereafter remaining will be allocated to other costs or benefits under this Agreement.

2.2.7 Scar reduction may be feasible and skin graft may be appropriate. In the event a Grandview Survivor submits an application for scar reduction, supported by a medical doctor, the expenditure will be authorized by the E.I.C. There will be a general fund of \$50,000 set aside for scar reduction programs. Once the fund is depleted, no further funding will be provided. An application supported by an appropriate medical opinion must be submitted within a period of twelve months after the date of ratification in the case of a member of the G.S.S.G. In other cases, the Government may permit a person to access this benefit after the twelve month period has expired.

2.2.8 Those who have previously had tattoos removed under medically approved circumstances will be ineligible for benefits under this paragraph (unless they have further tattoos to be removed and otherwise qualify). However, those recipients will be reimbursed for the cost of the tattoo removal that they personally incurred or which was incurred on their behalf by a family member. If the tattoos were removed under some program available generally in the community which was publicly or otherwise funded, no reimbursement will be allowed. This is to prevent duplication of recovery by benefitting persons.

2.2.9 Applications for reimbursement will be accompanied by evidence satisfactory to the government that the amount sought to be recovered has been spent for the purpose claimed. A sworn statement will be sufficient, unless the amount of reimbursement sought exceeds \$500, in which case some form of corroboration is required.

2.3.0 GENERAL ACKNOWLEDGEMENT

2.3.1 Each beneficiary will be entitled to receive an acknowledgement from the Government intended to reflect a recognition of the efforts of the G.S.S.G. to bring to the attention of provincial authorities allegations of abuse and in the context of this Agreement to develop a non court based process designed to assist those who may have suffered abuse in the circumstances reflected in this Agreement. Any process must be sensitive to the need to ensure the integrity of the criminal prosecution process and to respect the rights of those accused of crime. Any such acknowledgement will be in a general form.

2.3.2 It is anticipated that at an appropriate time such general acknowledgement will be read out by the Attorney General in the Legislature (in the presence of the G.S.S.G.) so as to constitute a part of the public record and a visible and public statement by the Government.

3.0 APPLICATION AND QUALIFICATIONS - GROUP BENEFITS

3.1 A completed application will be made in accordance with the form attached as Appendix A and must fully respond to the various requests for information. The application must be sworn as to the truth of the contents. In the case where individual benefits are also sought then a single application form set out in Appendix B may be used.

3.1.1 The basic requirement to access the general benefits is that the applicant must have been admitted to Grandview under the Training Schools Act and actually resided at the school. The application will set out the time period during which she was resident and the House(s) in which she resided must be set out. In addition, there are specific criteria for particular programs described under the applicable section of this Agreement.

4.0 INDIVIDUAL BENEFITS

4.1.0 VOCATIONAL OR EDUCATIONAL TRAINING OR UPGRADING

4.1.1 To assist the recipient in determining a suitable program of study or training, the Government will pay the cost of a psycho-educational assessment. The assessment is optional and is not a precondition to an applicant's entitlement to educational opportunities as hereinafter set out. However, it can be used to support the applicant's entitlement to educational/vocational opportunities hereunder.

4.1.2 A program of a vocational or educational nature may be approved by the E.I.C. with additional life skills or basic upgrading training combined to reach that program. The Government of Ontario will be responsible for the basic costs (other than a living or support allowance) of such program(s) limited to tuition or analogous fee, books and course materials and a transportation allowance, and child care costs where need is established. In addition, the cost of a computer may be covered where it is an essential requirement to access the program or where its absence would disqualify the recipient from accessing the program. The continuation of any program will be subject to the following conditions:

(a) The applicant is expected to attend all classes, fill course requirements, and to successfully complete the course of study approved. It is understood that approval for continued funding may be revoked if the applicant, for an unjustified reason, fails the program, in which case the applicant will not be funded to repeat any part of the program.

4.2.0 DIRECT FINANCIAL SUPPORT

4.2.1 On validation, the Adjudicator will assess a claim for direct financial support in accordance with the standards set out in this paragraph.

4.2.2 In assessing a claim, the Adjudicator will determine whether the claimant was the victim of abuse and/or mistreatment and, if so, the extent of the harm and will use the matrix listed in paragraph 4.2.6. The matrix states the minimum and maximum award ranges. The conduct described in the matrix is a guide only. The Adjudicator has a limited discretion to fix the award within the range prescribed. The Adjudicator will have regard to the factors set out in paragraph 4.2.5 and in the Guidelines for Assessment of the Payment in Appendix F in fixing an award.

4.2.3 The Adjudicator will assess the claim on the basis of a finding of credibility of the applicant. Where possible, the applicant may resort to documentary evidence and/or witnesses, such as her treating therapist, to support her own evidence. It is understood, however, that Crown Ward files have been seized by the police and, therefore, may not be available to the applicant. In such a case, the Adjudicator will not draw an adverse inference against the applicant.

4.2.4 An administrative law system is the model for adjudication. It is the expectation of the parties that the average length of each adjudication will be approximately one-half day.

4.2.5 In assessing a claim, the adjudicator will have regard for the following matters:

(A) How long was the claimant in residence?

- (B) What was age of applicant?
- (C) Were complaints made and if so when?
- (D) By whom were the acts committed? What was the relationship of the claimant to the person?
- (E) What was the frequency of the abuse and mistreatment? Was it an isolated act or a series of acts?
- (F) What was the nature and severity of the abuse and mistreatment?
- (G) What was the impact on the claimant? What was/is the consequence of the abuse? What treatment has been received for the injuries identified?
- (H) Were criminal charges laid; was there a conviction; was conduct criminal in nature? (it is understood that many of the hearings may be concluded before the on-going criminal investigations are concluded, and accordingly, no adverse inference should be made with respect to beneficiaries whose alleged perpetrators have not yet been charged or convicted. Furthermore, neither the laying of criminal charges nor a conviction are preconditions for certification and relief under this agreement.)
- (I) Was the claimant a resident of Churchill House?

The adjudicator must be satisfied that the conduct complained of was not minor and that the injury sustained was substantial and prolonged.

4.2.6 Matrix

4.2.6.1 The matrix is only an indication of what might be expected from the process. The matrix should be read with the whole Agreement. No two awards will be the same but the matrix gives examples of the likely award range where the proof is satisfactory.

Acts Alleged	Harm/injury	Evidence/proof	Award Range
Repeated serious sexual abuse (sexual intercourse/anal/oral) & physical beating & threats	Continuing harm resulting in serious dysfunction. Adjudicator applies standards set out in Agreement	possible: medical/psychological/therapist/police reports/direct evidence of victim if credible/witnesses/documentary-conviction of perpetrator	\$40,000.00-\$60,000.00

Acts Alleged	Harm/injury	Evidence/proof	Award Range
Physical abuse involving hospitalization with broken bones or serious internal injuries	Harm sufficient to justify award must be demonstrated. Adjudicator applies standards set out in the Agreement	same as above	\$20,000.00-\$40,000.00 "mid range"
Isolated act of sexual intercourse/oral or anal sex or masturbation with threats or abuse of position of trust	Harm sufficient to justify award must be demonstrated. Adjudicator applies standards set out in the Agreement	same as above	-\$20,000.00 -\$40,000.00 "mid-range"
No physical interference-forms of "mistreatment" i.e. cruel conduct that was prolonged and persistent. Confinement in segregation alone will not attract an award. Segregation may be justified in accordance with administrative authority. Abusive segregation cannot be.	Long term detrimental impact - conduct must not have been lawful or condoned. The nature of the harm will determine once proof of the acts are accepted whether a minimal recovery or a higher award.	same as above	\$3,000.00 on proof of acts of abuse or mistreatment. \$10,000.00 -\$20,000.00 where serious harm found by the adjudicator.

4.2.7 In order to qualify for an award, the applicant must demonstrate injury or harm which justifies compensation beyond a nominal damages award.

4.2.8 It is understood that any award under this provision is deemed to be in the nature of pain and suffering and represents non pecuniary damages for purposes of tax and Government social assistance/benefits programs.

4.2.9 In order to assist in carrying out the intent of this Agreement, the Ministry of Community and Social Services has agreed to recommend to Cabinet that the regulations made under the Family Benefits Act and the General Welfare Assistance Act be amended. The proposed amendments will exempt the payments made pursuant to this Agreement such that they will not be included as income or assets for the purposes of determining the eligibility for social assistance of the person receiving the payment. It is understood that interest and other income earned on these payments will be taken into consideration in determining eligibility and may affect entitlement.

4.2.10 In addition to any direct financial award for pain and suffering the adjudicator may also give directions for the payment to the service providers by the Government of additional sums not to exceed in the aggregate \$10,000.00 to cover exceptional medical or dental costs related to the consequences of the conduct accepted by the adjudicator as establishing validation where no insurance coverage is available.

4.3.0 FINANCIAL SERVICES

4.3.1 On the recommendation of the Adjudicator that a payment be made but before the Committee directs the payment of any amount to the claimant, and before any amount becomes due and payable to that claimant, the provisions of this Agreement which provide for the provision of benefits to designated beneficiaries of the claimant may be invoked at the option of the claimant.

4.3.2 If the claimant invokes these provisions then the percentage of the amount recommended to be paid specified by the claimant will be allocated in accordance with the options set out in the Agreement.

4.3.3 A trust fund may be established for the benefit of the child or children or other named beneficiaries of the claimant and the committee will accept the child or children or other named beneficiaries as the beneficiaries under this Agreement in the place and stead of the claimant. Under these provisions, only the children will be accepted as substitute beneficiaries without a review by the committee and approval therefore to ensure the claimants's decision has not been made under coercion or duress.

4.3.4 There will be a requirement for reports and evaluation of the program.

4.3.5 Debt counselling and debt consolidation and budget assistance will be provided, at the expense of the Government.

4.3.6 Options to structure the payments and to optionally provide for periodic payments will be provided, at the expense of the Government. An applicant may request before any amount becomes payable that all or a portion of the funds be paid as a structured settlement to the applicant who has been validated over a period of years. This may be accomplished by the purchase of a single premium annuity contract that shall be non assignable, non commutable and non transferable. The annuity contract shall be designed to produce the number of equal payments specified in the request amounting in the aggregate to the amount otherwise payable. Entering into these arrangements shall not increase the financial obligations of the Government.

4.4.0 COUNSELLING/THERAPY

4.4.1 An interim therapy protocol is already in place. The arrangement is only temporary and subject to change in the discretion of the Government to meet circumstances as they develop. Access to the program does not entitle the person to ongoing therapy under these arrangements after the end of the transition period that is provided for herein.

4.4.2 The interim counselling protocol is attached as Appendix C.

4.4.3 In order to access longer term counselling/therapy services an applicant presently receiving interim counselling/therapy must, within six months of the ratification date of this Agreement submit her application for individual benefits. The application must be accompanied by a treatment plan prepared by her counsellor/therapist who must be a person experienced in treating cases of abuse. The counsellor/therapist must support the position of the claimant that her experiences at Grandview likely caused or contributed to her present circumstances and that counselling services are required. See Appendix D for a general outline of an assessment and intervention/treatment plan and the kind of information required. A relationship must be established between the conduct complained of and the need for a particular form of therapy. The detailed interim therapy protocol should be consulted as a guide to the requirements for approval for longer term therapy. It is understood that the progress of therapy will be monitored.

4.4.4 a) If the E.I.C. is concerned about the nature or scope of the proposed counselling or therapy expert opinion will be obtained from designated persons on any aspect of a particular counselling arrangement or other matter pertaining to the delivery of appropriate counselling services.

4.4.4 b) An applicant may request that she have the benefit of an assessment by a designated counsellor and the Government may provide it. It is acknowledged that an average assessment will take between two and four hours. A list of pre-approved 'experts' will be provided to survivors.

4.4.5 The interim counselling/therapy arrangement will terminate six months after the date of ratification unless, in the meantime, the application for individual benefits is made, in which case arrangements will continue until the E.I.C. makes a determination.

4.4.6 It will be the responsibility of the G.S.S.G. and the Government to ensure that these specific provisions are brought to the attention of each individual who is receiving interim therapy and her counsellor.

4.4.7 Any application for longer term counselling must be reviewed by the E.I.C. within one month after receipt and, if a majority of the members agree and are satisfied that the need can be met appropriately, counselling services of a value not exceeding \$5,000.00 for a period of one year can be authorized in advance of validation and subject to being confirmed by the adjudicator. Any existing interim arrangements will continue until the application is dealt with.

4.4.8 In these cases, efforts will be made to have the application dealt with as quickly as possible by the adjudicator.

4.4.9 If, based on appropriate information, the E.I.C. or other agency is satisfied that longer term counselling should be provided in an amount and duration in excess of \$5,000.00 for a one year period, the E.I.C. will so certify and the services will be provided.

4.4.10 Payment for these services will be made by the Government only on receipt and review of appropriate invoices and only in accordance with the terms of a treatment plan that has been submitted. Upon the request of the recipient, it is open to the Government to agree to the provision of particular services or to modified or expanded services or other services without the need to seek E.I.C. approval but such actions are entirely within the discretion of the Government.

4.4.11 The counsellor must meet the interim counselling selection criteria and in addition must submit the supporting documentation.

4.4.12 Funding arrangements for the provision of counselling will be as follows. It is not assumed that counselling will be provided indefinitely and there will be an obligation on the counsellor to justify any recommendation for counselling beyond the terms of the initial treatment plan as provided for in paragraph (4.4.3) hereof. This Agreement is not intended as an employment program for counsellors or therapists but rather to attempt the healing of harm to the individual caused or contributed to by abusive experiences at Grandview. Long term dependence on counselling may not be justified. The therapeutic objective is to render the need for such counselling unnecessary.

4.4.13 The selection of a counsellor will be on the following basis and the manner of payment for approved services in accordance with the treatment plan and other procedural requirements are set out in the following paragraphs.

4.4.14 In the event the E.I.C. has reason to doubt the accuracy of a treating therapist's report in a significant way, resort may be made to the independent "expert" for a second opinion corroboration (at the expense of the Government). In the case of a dispute, the expert's opinion shall be binding on the E.I.C. and the applicant.

4.4.15 All treatment plans will be for an initial period of one year or less and there will be a requirement that progress be assessed at the anniversary date and a further treatment plan as recommended be prepared.

4.4.16 Residential Treatment Provision: There may be exceptional circumstances where a residential treatment arrangement is indicated and available in Canada; but private or public funding unavailable. Where all the conditions below are met, a residential program may be approved for a maximum of three months, or an expenditure not to exceed \$5,000.00. Such a program would not be a substitute for

medical intervention in an acute crisis situation. Any program must be short term with clearly defined goals.

- program must reside in Canada and must be accredited or approved by provincial Government in which the program resides
- there must be a written assessment and determination of need by a qualified therapist; assessment should address the availability of Government-funded alternatives; an independent assessment may be required
- the individual must meet the criteria for the program and be accepted for admission
- the individual must understand and agree to work within the framework of the program.

The residential program is in addition to the individual counselling benefits provided in this Agreement, so that individual counselling may be accessed following completion of the residential program.

4.5.0 INDIVIDUAL ACKNOWLEDGEMENT

4.5.1 Each beneficiary (on validation) will be entitled to receive an individual acknowledgement from the Government in a form to be agreed upon between the individual, the G.S.S.G. and the Government.

4.5.2 It is essential that the delivery of such an acknowledgement be deferred until after the conclusion of the related criminal proceedings that may be undertaken respecting the allegations of abuse at Grandview.

5.0 APPLICATION AND QUALIFICATIONS - INDIVIDUAL BENEFITS

5.1 Any former ward at Grandview may apply to the Eligibility and Implementation Committee established under section 7 in accordance with the approved form of application and on compliance with the conditions and qualifications required by the provisions dealing with specific benefits will be entitled to access such program. The application form is found in Appendix B and must be sworn as to the truth of the contents.

5.1.1 An applicant must be able to meet the general eligibility qualifications as described in section 3 and in addition must be able to demonstrate in accordance with the requirements of this Agreement that she suffered abuse or mistreatment with consequential injury. The adjudicator must validate the applicant as entitled to access the benefits of this Agreement.

5.2 The Eligibility and Implementation Committee is established under the provisions of section 7 of this Agreement.

5.3 The duties and responsibilities and process of the E.I.C. are set out in section 7 hereof.

5.4 The application form will contain the following information but the complete form as found in the Appendix B must be submitted.

- (a) That while a ward at Grandview the applicant suffered abuse or mistreatment as defined in the Agreement, providing details and describing the injury that resulted and describing any continuing harm.
- (b) What educational/vocational assessment was done at the time of placement at Grandview or, as the case may be, what educational or vocational programs were offered and that the applicant did or did not go on with school after release from Grandview giving the reasons therefor.
- (c) What individual benefits are sought and providing whatever support for the claim the applicant thinks sufficient. It is necessary to look at the specific provisions to determine what supporting documentation is required.

5.5 The application will be made to the Eligibility and Implementation Committee (E.I.C.) whose function, set out in detail in section 7, will be to determine on an individual basis what program or series of programs available under this arrangement might most likely benefit that person and achieve the following objectives:

- (a) Participation of the person in a process of healing and reconciliation within the community.
- (b) The development of self esteem and the encouragement of independence of action within the community.
- (c) To foster the development of strategies and where feasible, programs to provide comprehensive, cost effective and coordinated responses to the needs of the beneficiaries under this Agreement.
- (d) To reconcile the beneficiaries with the community and to encourage participation in the productive activities of the community.

6.0 GENERAL BENEFITS

6.1 Legislative Initiatives

6.1.1. There is presently before the legislature a bill to amend the *Limitations Act*. This proposed legislation remains presently a matter upon which the Government proposes to act. The principle features of the bill include the repeal of those provisions of the *Public Authorities Protection Act* which provided a short six month limitation period in which to commence civil proceedings where a public servant was acting within the scope of employment and abolishing any time limitation on the right of a victim of sexual assault to sue the perpetrator. In addition, there will no longer be any limitation period applicable to sexual assaults which are perpetrated in the context of a trust relationship. In addition, the legislation with some few exceptions would establish a uniform two year limitation for the commencement of civil proceedings. In other cases of abuse there is proposed a rebuttable presumption that the plaintiff was unable to instruct counsel at a date earlier than the date on which the proceedings were commenced. In addition a bill dealing with the reporting and handling of allegations of abuse against health professionals has recently passed adopting a standard of "zero tolerance" for abusive behaviour towards the vulnerable.

6.1.2 The Government of Ontario is committed to the eradication of child abuse and other forms of exploitation of the vulnerable members of the community. Education and the identification of situations where members of the community are vulnerable to potential exploitation are essential. Understanding that relationships of power underlie all abusive behaviour is critical. Early detection, effective intervention and the prevention of harm are among the key elements of any approach.

6.1.3 The various Government ministries concerned with programs where young people or other persons in institutional settings or under state supervision and vulnerable to the abuse of the trust reposed in care givers are developing strategies to ensure that such vulnerable persons are not exploited. The reviews include examination of hiring and screening practices; training and educational requirements; effective reporting and provision for detection and intervention. The various ministries are working co-operatively towards a common set of policies.

6.2 Research Initiatives

6.2.1 In order to benefit to the greatest extent possible from the experiences of the beneficiaries under this Agreement, each applicant who is validated will be asked but not required to participate in an ongoing monitoring program designed to determine the effect that access to the benefits provided by this Agreement have had on her life, the lives of her children and other family members. The point of reference will be those objectives set out in paragraph 5.5. The experience that each individual can

offer may help to design better and more effective strategies for improving the life conditions of others in circumstances similar to the beneficiaries under this Agreement. The information disclosed under this Agreement may be submitted on an anonymous basis.

6.2.2 For many counsellors and therapists who purport to assist victims of abuse in dealing with the consequences on their lives, there are no standards of practice or particular qualifications and, while there are a range of possible treatments, none is proven and much controversy surrounds some of the strategies or techniques that are available. There is a risk accordingly of further reinforcing the abuse or at least spending time in useless therapies. More research is necessary to better understand the dynamics of the consequences of abuse and to determine when and how to provide effective intervention.

6.2.3 Any applicant may choose to tell of her experiences at Grandview and to have the history recorded. She will be provided with an opportunity to do so.

6.2.4 The information assembled by the recorder shall not be released publicly until the resolution of any related criminal proceeding.

6.3 A Healing Centre

6.3.1 The G.S.S.G. through its survey of its membership has advanced a draft proposal for the creation of a multi-purpose residential treatment facility to facilitate the transition of women from abuse to healing and full re-integration into society. The membership considered it desirable to seek a place where former wards at Grandview might meet to share experiences and to seek support for self help efforts. This was identified as a one of a number of therapeutic objectives. The space was to be exclusive to the group and other former wards and could provide the meeting space for the G.S.S.G. In addition it was felt that there was a need for a "drop in" facility where some comfort could be provided to those who were homeless or in need of temporary support in a safe environment. As well several other objectives were identified. First, there was thought to be a need for a residential setting where individual and group counselling could be provided in a more continuous context and where healing might be accelerated. This was not seen as an active treatment facility and those in serious crisis would be referred elsewhere. Secondly, the space provided by such a facility would accommodate training opportunities for therapists in the form of workshops to be developed by the staff in consultation with the survivors. Thirdly, workshops and seminars would be offered to survivors on many topics such as assisting survivors to understand their own immediate need for assistance and how to select a counsellor or therapist.

6.3.2 There is a need to explore with interested persons the underlying set of rationales for a facility such as this and the compatibility of each with the other. It

is also necessary to define with more precision the therapeutic basis and benefit of the establishment and operation of a facility or alternative program to achieve what may be real and necessary objectives to address the needs of survivors of abuse generally and to provide a model for adoption in other like circumstances. Such an examination will consider the responses already in place to assist survivors of abuse and evaluate their effectiveness.

6.3.3 The Government will work with former wards of Grandview to examine their proposals in more detail and where indicated, to consider the possible range of alternative means of meeting specific objectives of the proposal. A study of the rationale for and the feasibility of residential treatment arrangements for abuse survivors in Ontario will be undertaken. The result of this examination will be the development of recommendations to the Government for consideration.

7.0 ELIGIBILITY AND IMPLEMENTATION COMMITTEE

7.1 The Eligibility and Implementation Committee (E.I.C.) will be established and functioning in accordance with the provisions of paragraph (10.8) of this Agreement.

7.2 In the event that the minimum number of applicants are not identified alternative implementation arrangements may be utilized.

7.3 There shall be a chair appointed by the Government after consultation with the G.S.S.G. who is independent of the parties. The Chair will be paid on a per diem basis for the work required and will have, at a minimum, appropriate expertise on the issues affecting female survivors of childhood sexual abuse and trauma.

7.4 There shall be two other members of the E.I.C., one representing the interests of the Government and one selected by the G.S.S.G. The G.S.S.G. is not a member of the E.I.C., but the member selected may be a member of the G.S.S.G. The non-Government representative will be paid a per diem allowance of \$100.00 plus travelling expenses for each day of work required.

7.5 There will be established to assist and support the efforts of the E.I.C. a consultation group to consist of such members as the Government decides in consultation with the G.S.S.G. This group will include at least the following:

- a person experienced in dealing with child abuse and the aftermath of abuse;

- a person with mental health expertise;
- a representative of First Nations to participate in the event that aboriginal applicants come forward; and
- a Survivor's community advocate/activist;
- such other persons as are advisable and likely to provide necessary advice for the purposes of implementation.

7.6 The consultation group will provide advice and will assist the E.I.C. as it may reasonably require. The intent is to receive informed advice with respect to the issues that will be dealt with by the E.I.C.

7.7 The E.I.C. will carry out the responsibilities placed on it by the Agreement including receiving applications and making appropriate decisions or referrals to the adjudicator as the case may be; receiving the adjudicator's recommendation and coordinating the provision of the services indicated and to generally oversee the entry of validated applicants into the process established for their benefit. The E.I.C. must take all reasonable steps to ensure that the implementation of this Agreement does not interfere with any ongoing criminal proceeding.

7.8 The E.I.C. will meet at least on a monthly basis and more frequently if necessary at the call of the chair. Confidential minutes will be prepared of all meetings to record the decisions or other action taken by the E.I.C.

7.9 The activities of the E.I.C. will be funded by the Government. There will be one staff person provided to carry out the directions of the E.I.C. and to coordinate the delivery of the various obligations undertaken in this Agreement by the Government.

8.0 ADJUDICATOR

8.1 Applications to access either group benefits and/or individual benefits are to be made to the E.I.C. The E.I.C. will review the applications and determine if the applicant was a ward at Grandview.

8.2 Once that determination is made, the applicant may be entitled to the group benefits provided by this Agreement. The E.I.C. will determine on the basis of satisfactory information whether the criteria for accessing group benefits are met.

8.3 An application will disclose the circumstances and the basis of which access to the individual special programs may be approved.

8.4 In order to assure that only proper and meritorious claims are brought forward the E.I.C. will submit the application and supporting documentation to a currently sitting judge or an adjudicator (to be mutually agreed between G.S.S.G. and the Government) to assess. The purpose is to ensure that an adjudicator trained in the application of standards to the facts of a particular case and familiar with standards of proof and sufficiency of evidence assesses these claims. The Adjudicator, may after conducting an investigation accept the proof offered as establishing that the applicant is a valid claimant and entitled to access the special programs if otherwise qualified. In such event the Adjudicator will certify the applicant as eligible to access the special benefits if otherwise meeting the specific qualifications.

8.5 The standard of proof is the standard applicable in civil proceedings (that is, the balance of probabilities).

8.6 In addition, the Adjudicator may, where the circumstances warrant, assess a claim to financial benefits or other benefit where required to do so provided for under section 4 and in accordance with the direction given in that section and to report back to the E.I.C. her opinion as to the quantum of financial compensation appropriate. The E.I.C. will abide by her assessment for financial compensation.

8.7 If the Adjudicator is of the preliminary view that the application may be rejected or the financial compensation reduced below the applicant's expectation as stated in the application (where the application is made entirely in writing), then the applicant shall be notified and provided with an opportunity to appear before the Adjudicator to support her application.

8.8 Every applicant is entitled to an oral hearing before the Adjudicator makes a final determination.

8.9 The Adjudicator may not be satisfied on the basis of the material submitted and, in accordance with paragraphs 8.5 and 8.6, an oral hearing may be advisable and be undertaken. The applicant may appear with counsel where a hearing is to be held. The Government of Ontario, the applicant and the G.S.S.G. are parties to the proceedings before the Adjudicator. In any case the Government is entitled to review each application. A party, if it wishes, is entitled to provide to the Adjudicator any information relevant to her inquiries and the Adjudicator shall have regard for the information provided. For the purposes of discharging these functions, and if the law permits, the Adjudicator will have the same access to information as does the investigator for the Criminal Injuries Compensation Board. An investigator will be provided by the Government to assist the Adjudicator in investigating the claim.

8.10 The Adjudicator will conduct a hearing in accordance with a process approved by the adjudicator in consultation with the parties. An hearing will not be open to the public and no transcript will be maintained.

8.11 The Adjudicator will certify whether or not the applicant meets the criteria for accessing the individual programs.

8.12 The decision of the Adjudicator is final and not subject to appeal or other form of judicial review. This review by the Adjudicator is not a submission to arbitration under the Arbitration Act or other legislative enactment dealing with alternative dispute resolution mechanisms and providing for some right of appeal. It is expected that the Adjudicator will have regard for the provisions of this Agreement in making her decision.

8.13 The E.I.C. will receive the opinion of the Adjudicator and will advise the applicant accordingly. The E.I.C. may, in exceptional circumstances where there is new information presented to it before it has made a decision, and which it believes might materially affect the recommendation of the Adjudicator, remit the question to the Adjudicator for further consideration and report to the E.I.C.

8.14 The E.I.C. will, as part of the implementation function, see that these tasks are completed and will monitor the programs that are provided.

8.15 As a minimum requirement the ward file maintained at the institution concerning the applicant must be reviewed where possible. Each applicant will consent to the disclosure of the contents of the file to the Adjudicator or the investigator and will cooperate in the bringing of any court application necessary to access the necessary information. The applicants shall also have access to their records as will the Government. It is acknowledged that all Grandview records including ward files have been seized by the investigating police in connection with their ongoing criminal investigation. An inability to access these files will not constitute a barrier to any applicant's entitlement to benefits and support under this Agreement.

8.16 The Adjudicator will provide written reasons to the parties setting out the basis upon which her decision is made. The reasons are not to be published by the parties and are to be confidential. Reasons satisfy an interest in ensuring that the basis for a particular decision is understood and that justification exists for the payment of money or the provision of other benefits. The decision of the E.I.C. and the decision, as opposed to the reasons, of the Adjudicator will not be the subject of any publication ban. It is agreed that the actual decision will be limited to finding that the applicant was advised within the meaning of the Agreement and the actual benefits to be received.

9.0 THE G.S.S.G.

9.1 The G.S.S.G. will continue as a Government funded self-help non-profit group after ratification subject to the organizational review set out in paragraphs 9.2 to 9.4 and to ongoing evaluation of activities and effectiveness.

9.2 The G.S.S.G. will undergo an organizational review process along the following lines:

- the Government will hire and pay for an external consultant experienced in organizational reviews;
- the consultant will conduct the review with input from the Government and the G.S.S.G.; and
- the review will be completed within three months from execution of the Agreement.

9.3 The objectives of the organizational review are:

- to determine future role and function of the G.S.S.G. based on changing needs;
- to assess the fit between skills currently available and those required to meet changing needs;
- to assess and improve the organizational structure of the G.S.S.G. to increase the accessibility of the membership to decision-making and leadership roles;
- to examine and refine the level of financial and program accountability to the membership and to Government funders;
- to assess the quality of services offered to the membership.

9.4 A Memorandum of Understanding will be entered into between the Government of Ontario and the G.S.S.G. reflecting the recommendations of the organizational review.

9.5 In the interim the Government will extend its existing funding arrangements.

10.0 RATIFICATION AND RELEASE

10.1 The benefits and the process offered in this Agreement are intended to substitute for civil proceedings or other remedies with respect to abuse or misconduct which was suffered by the claimants at Grandview, including, where available, an application under the *Compensation for Victims of Crime Act*. In exchange each claimant must sign the Full and Final Release attached to this Agreement as Appendix "E".

10.2 The execution of the release must precede the filing of the application. The release will be delivered to the Government in escrow, and held in escrow by the

Government until the entitlement to access any program under this Agreement has been established or denied. No benefits under this Agreement are available to any person who has not executed a release. Any release becomes binding and enforceable by the Government when application is made for any group benefit or after the adjudicator has considered an application for validation. In the event that the Adjudicator denies a claim the release is effective, binding and enforceable and that claimant is without further recourse. Any claimant has only the benefits of the process provided for under the Agreement and no right to commence any other legal proceedings as against the Government.

10.3 The claimant may still assert a cause of action as against any perpetrator of conduct that would amount to the commission of a criminal offence. Any action against any individual alleging negligence or a breach of trust or abuse of office not amounting to criminal conduct, and for which the Government might be liable under the provisions of the *Proceedings against the Crown Act*, or otherwise will be the subject of the release and cannot be maintained. It is expressly acknowledged by the Government that the concept of vicarious immunity cannot be relied upon by an employee, agent, etc., for injury and damage arising from criminal conduct.

10.4 Accompanying the release delivered in escrow will be a certificate that the claimant has received legal advice with respect to the execution of the release. A claimant not already consulted or represented by counsel involved in the negotiations that lead to this Agreement (and for which financial support is provided for already under this Agreement) shall be entitled to consult legal counsel of choice respecting the benefits of participating in the arrangements hereunder. The Government will pay up to a maximum of \$1,000.00 or the provision of advice to an eligible applicant as to the benefit or otherwise of entering the process provided for under this Agreement. Prior authorization is required.

10.5 The parties acknowledge that this Agreement does not amount to an admission of liability or the waiver of any defence that would be available in civil proceedings but for this Agreement.

10.6 Any eligible person who has not provided a full and final release within 12 (twelve) months from ratification and filed an application by that date may apply to the E.I.C. to be covered by the Agreement. Extending the Agreement to such a person is a matter of discretion for the E.I.C. and after a further period of six months the extension of benefits will be within the sole discretion of the Government.

10.7 In order that this Agreement be ratified by the G.S.S.G., a minimum of two thirds of the membership of the G.S.S.G. must vote in favour of the Agreement. The G.S.S.G. will disclose its membership list to the counsel for the Government for the sole purpose of permitting a determination to be made as to whether the conditions of G.S.S.G. ratification have been met.

10.8 It is the intention of the parties that there be a minimum of 75 persons who apply within three months of the public announcement of this Agreement by the Government and the G.S.S.G. seeking access to individual benefits in order to justify the substantial investment of resources required to establish and maintain the E.I.C. and the other implementation activities.

10.9 In the event that there are insufficient applications to warrant the expenditure of the substantial funding set out in this Agreement to maintain the E.I.C. then an alternative arrangement to be mutually agreed upon by the Government and the G.S.S.G.

10.10 Following the ratification of the Agreement by the membership of the G.S.S.G. in accordance with the provisions of this Agreement, the Government will consider and if acceptable approve the entering into the Agreement and, on execution by the appropriate official and the G.S.S.G., the Agreement becomes ratified and subject to implementation.

10.11 Where action is required on the part of the Government and that action follows "ratification", ratification shall mean the decision of the Government to enter into the Agreement, i.e., ratification as contemplated by the G.S.S.G. and subsequent approval by the Provincial Cabinet.

10.12 In the event that the G.S.S.G. does not meet the requirements for ratification, the Government may still undertake to provide the benefit of this Agreement to any eligible applicant but may substitute different implementation procedures for those set out in this Agreement.

11.0 ALTERNATIVE ARRANGEMENTS

11.1 In the event that the demand for services under this Agreement is determined to be insufficient to justify the administrative expenditures otherwise contemplated, a modified means of providing access to the benefits will be developed by the parties.

12.0 IMPLEMENTATION OBLIGATIONS

12.1 The Government will, based on an assessment of the needs of individual applicants who have established eligibility to access various programs, prepare an inventory of available services in the community where the applicant resides.

12.2 If an available service can reasonably meet the needs of the applicant and if there is a waiting period of less than six months and the applicant is otherwise acceptable to the service providers then the Government will attempt to arrange the enrolment of the applicant in that program.

12.3 In the event that the needs, as identified for the purposes of this Agreement, cannot be met by an existing program in the immediate community the possibility of providing the service in an adjacent community will be examined. It is not the intention of this Agreement that the Government arrange for and fund individual educational or vocational programs. An exception may be made where justified for basic literacy training. It is recognized that only through participation in the activities of the community will each applicant benefit to the maximum degree.

12.4 It is recognized, however, that where there is sufficient demand, supplementing an existing program with financial support on a temporary basis may be justified.

12.5 It is desirable that the provision of these services under this Agreement supplement social assistance programs in which the applicant is already enrolled or entitled to be enrolled. The objective of this Agreement is to assist the applicant to become a self sufficient member of the community.

12.6 Each applicant presently in receipt of social assistance will be expected to continue to comply with all requirements of the statute governing the entitlement to receive benefits as those requirements may change from time to time. There is no commitment by reason of the execution of this Agreement by the Government of Ontario that laws of general application in the province of Ontario will remain unchanged or that the benefits or burdens thereof affecting the applicant will remain the same.

12.7 In the event that the accessing of any program provide under this Agreement make the provision of child care necessary arrangements satisfactory to the needs of the children will be made and funded out of the contingency fund established under paragraph (12.9).

12.8 There shall be a contingency fund established to be administered by the E.I.C. As each applicant becomes validated under the provisions of this Agreement, the Government will contribute \$3,000.00 to the fund to be disbursed as directed by the E.I.C. No applicant is entitled to receive any benefit from the fund except as determined by the E.I.C. and the circumstance that validation leads to a contribution to the fund does not give that applicant any interest in that or any other part of the fund. An advance payment of \$30,000.00 will be made to permit early applications for benefits. This payment is a credit against the obligations of this paragraph.

12.9 An application to the fund for benefits will be made to the E.I.C. in the form specified and must be supported by documentation satisfactory to the E.I.C. If the E.I.C. approves a disbursement, payments will be made directly to the provider of the service or from time to time as invoices are submitted. The committee will develop a process for dealing with the administration of these provisions.

12.10 The services that might be authorized here are not a substitute for insurance or other arrangements designed to cover the same expenditure and if there are other sources of assistance in a particular matter those other sources are to be resorted to.

12.11 The fund is intended to be used to assist applicants who have been validated on an individual basis with respect to the following matters where need can be established and the need cannot be readily met by any other private or public program.

- (a) medical/dental needs;
- (b) child care expenses incurred in relation to attending counselling sessions;
- (c) travelling expenses for attending counselling or therapy;
- (d) books and other course materials required solely for a particular form of study or for therapy if the therapist approved under this Agreement recommends it;
- (e) attendance fee for attending workshops.

12.12 The E.I.C. will receive and review each application on its individual merit and may in appropriate cases as it determines award up to \$3,000.00 for qualifying purposes. An applicant may make more than one application. After two years have elapsed from the date of ratification of this Agreement, any money left in the fund will be returned to the Government. The E.I.C. will be required to account for the disbursement of the funds and ensure that the reasons for the payments are in accordance with the objectives of the section. The E.I.C. may pre-estimate the total of periodic payments and direct payment.

12.13 This provision is not designed to provide to each applicant a further \$3,000.00 under this Agreement but rather to meet individual needs that fall within the criteria above.

12.14 When ratified by the membership of the G.S.S.G. each applicant member of the G.S.S.G. when she submits her application will be deemed to have individually accepted all the provisions of this Agreement and to be bound thereby.

12.15 On the execution and delivery of the release the only recourse an applicant has is to enforce the provisions of this Agreement.

12.16 No person is entitled to any of the benefits under this Agreement except in accordance with its terms. Completing and filing an application accompanied by the full and final release does not guarantee the applicant receipt of any specific benefits under this Agreement. The application will be processed in accordance with the terms

of this Agreement.

12.17 With the range of benefits and the opportunity now provided to tell their stories and to have them accepted and recorded, the Government is of the view that a public inquiry is not required. In the event, however, that a public inquiry is called, this Agreement will not prevent the beneficiaries from participating in the inquiry.

13.0 EXTENSION OF THE AGREEMENT

13.1 The G.S.S.G. and the Government recognize the desirability of extending the benefits of this Agreement to all former wards of Grandview who meet the eligibility criteria for accessing the benefits under this Agreement. Membership in the G.S.S.G. is not a prerequisite for seeking benefits under this Agreement. However, the G.S.S.G. will as required to assist the Government if it can in its efforts to reach other potential beneficiaries.

This agreement was ratified on June 30, 1994.

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APPENDIX "A"

APPLICATION FOR TATTOO REMOVAL

Name: _____

Name at Grandview:
(if different) _____

Date of Birth: _____

Address: _____

I hereby certify that I was at Grandview Training School between the following dates:

_____ and _____

I also certify that the tattoos that I want taken off were put on by me or by another resident while I was at Grandview Training School.

(Signature)

(Date)

(Witness)

(Date)

APPENDIX "B"

APPLICATION FORM

TO: The Eligibility and Implementation Committee
Application for validation and access to benefits under the Grandview
Agreement

PLEASE MAIL YOUR COMPLETED APPLICATION TO:

Eligibility and Implementation Committee
- Grandview Agreement
c/o Ministry of the Attorney General
880 Bay Street, 3rd Floor
Toronto, Ontario M5S 1Z8

Attention: Daintry Norman

PART 1

PARTICULARS OF THE CLAIMANT

1 (a) _____ / _____ / _____
 Last Name First Name Middle Name.

1 (a) If you were known at the school under a different name or names please specify.

1(b) Address _____
 _____ / _____ / _____
 City Province Postal Code

1(c) Telephone Number: Home: () _____
 Work: () _____

1(d) Date of Birth _____

1 (e) Social Insurance Number _____

1 (g) I am currently:
 employed() unemployed() student() homemaker()
 other, details as follows:

1 (h) Are you: married () separated () divorced () widowed () common law ()

1 (i) Do you have any dependants? Y / N

1 (j) OHIP or Health card number and if from another province than Ontario that Health Plan Number?

1 (k) Dates that you were at Grandview and if on more than one occasion set them out.

1 (l) Why were you sent there?

1 (m) What house did you live in while there?

1 (n) How old were you when you were sent there?

1 (o) What level of education had you reached before going there?

1 (p) What level of education have you now reached?
Give details of schools attended and when.

1 (q) Work history - please describe --

1 (r) Are you in receipt of any form of social assistance under the *Family Benefits Act* or *General Welfare Assistance Act* or other act?

1 (s) If so, please specify who your case worker is and the address?

PART 2

PARTICULARS OF THE ALLEGED ABUSE OR MISCONDUCT

This provision and the following one will link the events described with specific treatment requirements.

As much detail as possible is required.

The applicant will be asked whether the conduct complained of was ever reported and if so to whom and when.

Leading into the next section there will be questions dealing with what physical or mental problems have been experienced by the applicant as a consequence of the conduct described. It will be important to determine whether the applicant still experiences these difficulties.

What treatment was received over the years will be requested and the details.

PART 3

PARTICULARS OF COUNSELLING OR THERAPY

PART 4

APPLICATION FOR SPECIFIC INDIVIDUAL BENEFITS

GENERAL

Have any criminal charges been laid? If so, give particulars.

Are your allegations currently being investigated by the police? If so, did you give the police a statement?

If there is a statement or statements, please attach to your application.

If charges have been laid, what is the current status of those proceedings?

Is it proposed that you will be a witness in any criminal prosecution?

Have you consulted a lawyer with respect to the subject matter of this Agreement?
Please provide name and address.

THERE SHOULD BE PROVISIONS HERE FOR THE RELEASE OF INFORMATION TO THE APPLICANT AND TO THE PARTIES TO THIS AGREEMENT. THAT AUTHORITY WILL INCLUDE THE ADJUDICATOR. THE AUTHORIZATION WILL EXTEND TO RECORDS IN THE HANDS OF THE GOVERNMENT, THE PROVINCIAL ARCHIVES, THE POLICE (ALTHOUGH SOME LEGAL PROCESS WILL BE REQUIRED IN THIS LATTER CASE) AND HOSPITALS OR OTHER INSTITUTIONS WHERE RECORDS EXIST THAT ARE RELEVANT TO THE ASSESSING OF THE CLAIM.

The application form will be signed under oath and a provision setting out the importance of being as complete and truthful as possible will be required.

APPENDIX "C"

MEMORANDUM

TO: _____

FROM: Diane Nannarone
Project Manager, Grandview

DATE: _____

RE: Interim Arrangements for Counselling Services for Former Wards of
Grandview Training School

- _____ Information packet enclosed
 - _____ Send Letter of Agreement signed by above
 - _____ Send copy of resume and cover letter
 - _____ Send letter of reference
 - _____ Send treatment/intervention plan
-
-
-
-
-
-

INTERIM ARRANGEMENTS FOR COUNSELLING SERVICES FOR FORMER WARDS OF GRANDVIEW TRAINING SCHOOL

BACKGROUND INFORMATION

The Ministry of the Attorney General has set up arrangements to assist former wards of Grandview Training School who are in urgent need of counselling. These arrangements are intended to provide access to immediate planned professional counselling/therapy to alleviate the aftermath of childhood abuse while a ward at Grandview.

The Ministry of the Attorney General is not able to make a commitment to the funding of long-term counselling services at this time. These are interim arrangements pending the development of a process for assessing claims and determining eligibility for longer term arrangements.

Interim counselling services will be delivered by therapists/counsellors (hereafter called service providers) who have the knowledge, training, experience and skills to work with female childhood abuse/trauma survivors, including sexual abuse.

Interim counselling services may be provided through family service agencies and other established community agencies who work on a fee for service basis or by service providers in private practice.

Service providers will be responsible for the provision of quality, ethical, professional counselling/therapy which is based on an assessment and treatment/intervention plan with clearly stated objectives, expected outcomes and timeframes.

SERVICE PROVIDER REQUIREMENTS

To be eligible for payment under these interim arrangements service providers must meet the following minimum requirements:

1) Educational Requirements

Although specific academic degrees or credentials are not required, service providers must have successfully completed an accredited educational program with a supervised clinical practice component related to the mode(s) of counselling/therapy service they provide.

Service providers must have a minimum of two years of experience providing counselling services since completion of educational program.

2) Knowledge and Experience in Abuse/Trauma Work

Service providers must have a minimum of two years of experience working in the area of female childhood abuse/trauma including sexual abuse.

Service providers should have demonstrated initiative in continuing education to increase knowledge in the area of female childhood abuse/trauma including sexual abuse (eg. through attendance at workshops, conferences, training sessions).

Higher levels of academic credentials, experience and skill are required for more complex problems.

3) Accountability Requirements

Service providers are accountable for the quality of counselling services provided.

- a) Service providers in family service agencies and other established non-profit community agencies are expected to meet established agency requirements regarding supervision and accountability.

Satisfactory documentation of agency status and/or accountability requirements may be requested.

- b) Service Providers in Private Practice must have a minimum of one year of experience working in a private practice and are expected to have an established professional support network/accountability mechanism for dealing with issues which may arise in the course of providing counselling services. Confirmation of professional supervision may be required.

Service providers in private practice will submit: a cover letter and resume outlining educational background; experience working in the area of childhood abuse/trauma; information about method of supervision/accountability for their private practice; and, one professional letter of reference from an individual or agency familiar with their counselling work. Additional information may be required depending on the background and experience of an individual service provider. The information provided is subject to verification by the Ministry of the Attorney General.

4) Aboriginal Healers/Counsellors

Aboriginal healers/counsellors must have knowledge of traditional values and therapeutic techniques and a minimum of two years of experience in providing effective interventions with Aboriginal communities.

GUIDELINES FOR SERVICE PROVIDERS

Confidentiality

To participate in the interim arrangements, a minimum amount of client information will have to be submitted to the Ministry of the Attorney General in the form of an intervention/treatment plan (see below). Confidentiality of this information will be maintained by the Ministry.

Clients should be informed of this disclosure of information to the ministry and should sign a consent.

Assessment

Therapeutic interventions should be based on a client assessment, however, at this time submission of a written assessment is not required. Assessment information may be required in the future to tie in with eligibility for longer term arrangements.

Intervention/Treatment Plan

Under interim arrangements, service providers will submit a 6 month intervention/treatment plan developed with the client. This plan must include:

- the intervention goals and expected outcomes
- the methods of intervention(s) eg. individual, group, couple and goals of each
- the timeframe for the interventions i.e. frequency and length of service
- the cost of the intervention plan for 6 months

The 6 month intervention plan will commence with the initial billed session. A sample intervention plan format is attached for your information.

The maximum disbursement for a 6 month intervention plan is \$2,500.00.

The total cost of the intervention plan must be specified. Payment for counselling services will be based on the plan once it has been approved. The Ministry of the Attorney General will not be responsible for any costs in excess of the approved plan.

The maximum fees for individual counselling services are \$90.00 per hour for face to face sessions and \$45 per group session (maximum 10 persons per group). Fees should not exceed the service providers customary rates (increasing rates because of the availability of government funding is not acceptable). These rates include preparation time and maintenance of client records. Missed appointments will not be reimbursed.

If more than one service provider is involved in interventions, coordination will be required on the part of the service providers and the client to plan interventions in such a way that the total cost for the 6 month plan does not exceed the maximum disbursement of \$2500.00. In such cases, one comprehensive plan incorporating the interventions and costs of more than one provider can be submitted; or alternately, individual plans from more than one provider can be submitted together for review and approval.

Letter of Agreement

A letter of agreement between the Ministry of the Attorney General and the Service Provider is attached. There is no obligation to pay for service until all requested information has been submitted by the provider and approved by the ministry and the letter of agreement has been signed by both parties. Verbal telephone approval for payment of an initial assessment session may be given by the ministry.

Final Report

Within one month of the completion or termination of counselling service, the Ministry of the Attorney General must be notified. A final report must be submitted addressing goals and outcomes achieved. If counselling may be required beyond the 6 month period, the Ministry of the Attorney General should be contacted one month before the expiration date.

Payment

A copy of an individual invoice and a summary invoice are attached. These should be forwarded to the Ministry of the Attorney General at the end of each month. A separate individual invoice for each client is required. The summary invoice is meant to summarize the total amount owing for the month and may include payment for services to more than one client.

Payment by the Ministry of the Attorney General will be made within 6-8 weeks of submission of invoices. Please note that no payments will be made until all requested information has been submitted by the service provider, approved by the ministry and the letter of agreement signed by both parties. The client's name; name at Grandview, if different; and, date of birth will be required to process payment.

The Ministry of the Attorney General will not pay for missed appointments. Clients should be advised of this policy.

Travel Expenses

Where travel expense acts as a barrier to service, a service provider may be reimbursed for providing a client with travel expenses for the most economical means of travel to counselling offices (bus/transit fare or gas money, whichever is less). There is a very limited amount of money for this purpose, therefore, this arrangement only applies in exceptional circumstances. It is expected that this type of support for travel in most situations will be on an emergency or temporary basis only. Payment for travel expenses beyond 4 consecutive sessions will not be made without prior approval from the Ministry of the Attorney General.

NOTE:

Exceptions to certain of the above guidelines may be considered with a view to meeting the extraordinary needs of a particular client.

These interim arrangements are subject to change to meet circumstances as they develop.

PLEASE DIRECT ALL INQUIRIES, REPORTS, INVOICES ETC. TO:

DIANE NANNARONE
MINISTRY OF THE ATTORNEY GENERAL
CROWN LAW - CIVIL
8TH FLOOR, 720 BAY STREET
TORONTO, ONTARIO M5G 2K1

3rd fl

(416) 326-4937

April 21, 1994

INTERIM ARRANGEMENTS FOR COUNSELLING SERVICES FOR FORMER WARDS OF GRANDVIEW TRAINING SCHOOL

LETTER OF AGREEMENT BETWEEN

THE MINISTRY OF THE ATTORNEY GENERAL

and

(name of service provider)

The service provider agrees to provide the following regarding

(name of client)

- accountability for quality, ethical, professional practice
- 6 month treatment/intervention plan with goals and expected outcomes; types of intervention(s) and goals of each; timeframes; and, cost
- final report within one month of the completion or termination of the treatment/intervention plan addressing goals and outcomes achieved

Invoices are to be submitted monthly on the standard forms provided. No payments will be made until all requested information has been submitted. The Ministry of the Attorney General will process payments within 6-8 weeks of receipt of invoices.

The Ministry of the Attorney General may make changes to the interim arrangements or to the criteria regarding eligibility for service during the term of this agreement. If this occurs, service providers will be notified.

I have read the entire information package and I understand that without express written authority from the Ministry of the Attorney General there will be no payment for services provided by me after the termination date of this agreement. The agreement will terminate 6 months from the initial billed session which occurred on _____
(Date of first session)

Service Provider

Date

This agreement will terminate on _____

Ministry of the Attorney General

Date

INTERVENTION/TREATMENT PLAN

Client Name _____

Name at Grandview (if different) _____

Date of Birth _____

- 1) Goals and expected outcomes for intervention plan (goals should be reasonably achievable within 6 month timeframe).

- 2) Methods of intervention(s) eg. individual, group, couple, etc. - if more than one service provider is involved, all interventions may be incorporated into one comprehensive plan or individual plans can submitted together.

- 3) Anticipated frequency and duration of the intervention(s).

- 4) Anticipated cost of intervention plan for 6 months - the maximum disbursement for a 6 month plan inclusive of all interventions and service providers is \$2,500.00)

DATE: _____

PREPARED BY: _____

ADDRESS: _____

PHONE: _____

Signature of therapist _____

Signature of client _____

NOTE: A FINAL REPORT IS REQUIRED WITHIN ONE MONTH OF THE COMPLETION OR TERMINATION OF THE INTERVENTION PLAN. IF COUNSELLING MAY BE REQUIRED BEYOND THE 6 MONTH PERIOD, CONTACT THE MINISTRY OF THE ATTORNEY GENERAL ONE MONTH BEFORE THE EXPIRATION OF THE PLAN.

INDIVIDUAL INVOICE

COUNSELLING SERVICES TO FORMER WARDS
OF GRANDVIEW TRAINING SCHOOL

Name of Therapist _____

Name of Client _____

Name at Grandview (if different) _____

Date of Birth _____

Please check the following:

. New client _____

. Previous client _____

Services provided (use separate invoice for each month):

for Month _____ Date(s) _____ Year _____

. # of individual sessions _____ at \$ _____ per session

. # of group sessions _____ at \$ _____ per session

. Reimbursement of client travel costs \$ _____

Total Amount Due \$ _____

I have received these services as described,

Signature of client _____

Submit both individual and summary invoices to:

Diane Nannarone
 Project Manager, Grandview
 Ministry of the Attorney General
 Crown Law Office, Civil
 720 Bay Street, 8th Floor
 Toronto, Ontario
 M5G 2K1

SUMMARY INVOICE
COUNSELLING SERVICES TO FORMER WARDS
OF GRANDVIEW TRAINING SCHOOL

Name of Agency/Therapist _____

Address _____

Summary of services provided (summarize each month separately)

for Month _____ Year _____

. # of individual sessions _____ at \$ _____ per session

. # of group sessions _____ at \$ _____ per session

. Reimbursement of travel costs \$ _____

Total Amount Due \$ _____

Date Prepared _____

Prepared by _____ Signature _____

Make cheque payable to (if different from above):

Submit both individual and summary invoices to:

Diane Nannarone
Project Manager, Grandview
Ministry of the Attorney General
Crown Law Office, Civil
720 Bay Street, 8th Floor
Toronto, On M5G 2K1

APPENDIX "D"

COUNSELLING ASSESSMENT AND TREATMENT/INTERVENTION PLAN

NAME OF CLIENT

ADDRESS OF CLIENT

AGE

REFERRAL SOURCE

FAMILY PHYSICIAN - NAME AND ADDRESS

PRESENTING PROBLEM(S) AND REASON FOR REFERRAL N.B. - Describe why help is being sought now and the nature of the presenting problems. Describe in detail significant behavioural patterns observed and/or reported.

HISTORY OF ABUSE - be specific - N.B. Describe the relationship between the conduct complained of at Grandview, the client's present problems and the need for therapy/counselling.

PREVIOUS COUNSELLING RECEIVED

OTHER INFORMATION - N.B. Provide any other relevant information that may affect the proposed counselling/therapy.

SUMMARY OF THE ISSUES WHICH SHOULD BE ADDRESSED IN
COUNSELLING/THERAPY INTERVENTIONS

RECOMMENDED INTERVENTION PLAN

1) Goals and expected outcomes for intervention plan (goals should be reasonably achievable in the 1 year timeframe)

2) Methods of intervention(s) eg. individual, group, couple, etc. N.B. If more than one service provider is involved, all interventions may be incorporated into one comprehensive plan or individual plans can be submitted together.

3) Anticipated frequency and duration of the intervention(s)

4) Anticipated cost of intervention plan for 1 year period

DATE
PREPARED BY
ADDRESS
PHONE

Signature of therapist _____

Signature of client _____

NOTE: PERIODIC PROGRESS REPORTS ARE REQUIRED. THE FIRST PROGRESS REPORT WILL BE REQUIRED AFTER SIX MONTHS.

APPENDIX "E"

FULL AND FINAL RELEASE

WHEREAS:

- (1) Former wards at Grandview Training School for Girls a.k.a. Galt Training School have reported instances of abuse and mistreatment while at the school;
- (2) These individuals who may be eligible for benefits under an Agreement made between the Province of Ontario and the Grandview Survivors Group (G.S.S.G.) but subject to being extended to any individual who qualifies whether or not they are a member of the G.S.S.G. allege that they suffered serious damage as a result of the abuse and mistreatment;
- (3) The Agreement establishes a process by which such persons may seek compensation in the form of programs and direct financial compensation as set out therein ("benefits").
- (4) Eligible individuals will have their entitlement validated by an adjudicator as set out therein. The adjudicator will be assigned to hear evidence and determine claims. Any determination will be final and not subject to appeal or other form of judicial review.
- (5) Under the Agreement funds will be available to provide eligible individuals with counselling services; tattoo removal and scar reduction where medically prudent; some forms of literacy, vocational and educational training or upgrading; in some cases where likely to benefit the person life skill and job readiness training, access to a crisis service; direct financial compensation and where applicable criteria are met financial support for temporary periods of time; debt and budget counselling and where desirable investment counselling with the opportunity to structure the payment of money or to make various trust arrangements for the benefit of her children.
- (6) The Agreement hopes to facilitate healing, remedy harm and change the lives of those who are eligible for the better; to encourage each validated person to become an active and contributing participant in the life of the community and to foster independence in living, free to make choices through empowerment under this Agreement.
- (7) Accessing any of the benefits requires a commitment by the person to the realization of the objectives of the Agreement and to the recognition that the Agreement is unprecedented in the breadth of its goals;

I, _____, being an eligible person herein after
(PRINT NAME)

called the "releaser" on behalf of my heirs, executors, administrators and assigns, do hereby acknowledge that:

1. I am alleging that I suffered abuse or mistreatment suffered by me while I was a ward/student at Grandview. Such abuse or mistreatment is actionable.
2. I have received, read and understand the Agreement. I understand that the Agreement represents the full range of benefits to which I might be entitled and sets out the criteria or conditions that I must meet to access those benefits. There are no written or verbal representations outside of that Agreement that I am relying on.
3. I understand that the purpose of the process under the Agreement is to certify my claim and, if validated, to determine the range of benefits to which I am entitled and which will provide the most benefit to me under the Agreement, having regard for the objects of this Agreement.
4. I understand that if I am not validated or my claim is not validated I will not be eligible for the benefits under the Agreement except that those benefits described as group benefits will be available to me. In particular I understand that I will not be entitled to receive any financial payment.
5. I further agree and understand that provision of any benefit to me under the Agreement is made without any admission that her Majesty the Queen in Right of the Province of Ontario or her servants and agents were negligent or in breach of any duty towards me or that they were in any way responsible for my injuries or damages and that any liability is denied.

IN CONSIDERATION of the provision to me of the benefits under the Agreement and in accordance with its terms and by which I now agree to be bound and subject to my rights arising under the Agreement;

1. I hereby release and forever discharge Her Majesty the Queen in Right of Ontario and her present and former servants, agents, employees or officials who were in any way involved in the administration of Grandview whether involved in direct supervision or management from all manner of actions, causes of action, claims or demands which as against any of the above I had, now have or may hereafter have for any cause, matter or thing whatsoever and without limiting the generality of the foregoing:

- (a) by reason of any injuries and damages which I suffered as a result of abuse or mistreatment otherwise actionable at law while I was a ward at Grandview; and

APPENDIX "F"**GUIDELINES FOR THE ASSESSMENT OF THE PAYMENT
PROVIDED FOR UNDER SECTION 4 OF THE AGREEMENT**

Where a claimant has been validated it is understood that the monetary portion of the Agreement is meant to compensate the beneficiaries for pain and suffering which they have and may continue to endure as a result of abuse suffered in various forms while wards at the Grandview Training School for Girls. It is not the intention of the parties to this Agreement that these guidelines have strictly rigid application. Some residual discretion must be left to the adjudicator for what may be aggravating or ameliorating and mitigating factors. No one case of abuse is absolutely identical to another and there is no reason to conclude that apparently "like" cases will be seen by the adjudicator and assessed as being entitled to the same level of award. The adjudicator will assess the credibility of each applicant for validation and issues of recollection may arise which will distinguish one case from another.

However, it is recognized that as survivors are being asked to release certain rights as against the Government of Ontario as a condition of entering the process, there should be as much certainty as possible with respect to what a claimant might reasonably expect in the form of monetary compensation if the validation criteria are met.

For purposes of the adjudication process, legal liability is not an issue. The issues to be determined by the adjudicator under the Agreement is the appropriate quantum of "pain and suffering" damages to be awarded to a particular beneficiary for the abuse she suffered at the Grandview Training School for Girls in light of the particular harm that resulted. It is the harm that was caused in respect of which any financial payment is made.

The following constitutes typical scenarios and ranges of compensation which might be accorded to these scenarios. The list of scenarios are by no means exhaustive and it will be up to the adjudicator to draw analogies and to take into consideration the various factors enumerated in section 4 of the Agreement.

It is acknowledged that the following tangible types of abuse have been reported by members of the Grandview Survivors Support Group and others and that the monetary compensation is to be awarded with reference to the seriousness of the harm resulting from such conduct.

(a) Sexual Assault

- sexual intercourse, digital penetration, penetration with objects.
- touching or fondling of genital area without penetration
- oral sex
- anal sex
- masturbation
- fondling of "secondary" sexual areas such as breasts and buttocks
- internals will be considered as sexual abuse in the following context:
 - o if done while the ward was under the age of 16 years and there was no medical justification for the examination
 - o if done by anyone other than a medical doctor with responsibility for conducting such examinations or nurse
 - o if excessive or exploitive; e.g., was done on more than one occasion without justification, was too long, was gratuitous or was performed in a physically rough manner not in accordance with the then prevailing medical standards.

(b) Physical Assaults

- physical beatings
- hitting, punching or kicking beyond a slap situation; e.g., striking an inmate on the head with a broom handle or other object; striking an inmate in the face with a fist or with the back of a hand or kicking an inmate in the stomach aggravated if the inmate was at the time pregnant.
- serious isolated incidents of beating or striking resulting in bruising not authorised by discipline requirements at the institution and requiring medical attention from a doctor or broken limb will be considered to be beyond normal corporal punishment
- certain types of conduct which characterizes rough handling will also qualify where it was routine and cruel including pulling of ward's hair while dragging her down stairs and pushing inmates down the stairs so that she would trip and fall. In such cases, the ward must not have refused a proper order to proceed to some destination and the injury must not have been the result of accident or inadvertence.

(c) Segregation

It is acknowledged that any form of segregation or isolation was to be used by the staff at Grandview as a last resort in what were considered by staff as extreme situations, where the ward could not otherwise be controlled. Accordingly, segregation constitutes abuse for purposes of compensation where harm can be demonstrated in the following circumstances:

- when it was excessive,
- in any isolated situation where a ward was kept in isolation for longer than the period permitted by the manual or directives respecting the use of this form of discipline at the institution
- where she was put in isolation without justification (e.g. for reporting physical or sexual abuse to a staff person)
- she was made to stay in isolation without any clothes and therefore subject to general viewing by male guards
- where she was offered no food or inadequate nourishment and did not reject it
- where she was denied toilette facilities.

(d) Psychological Abuse

It is also acknowledged that psychological abuse in and of itself can, in some circumstances, lead to long term detrimental impact on the ward which is worthy of compensation. Where a beneficiary is relying on psychological abuse as her only ground for compensation, the psychological abuse must have been persistent and continuous and have resulted in some form of serious detrimental impact. As set out in the Agreement, any consequence of having been sent to Grandview and endured the environment where it was expected that each ward would have responsibilities and be subject to rules and regulations is not compensable. Serious detrimental impact might include:

- where it lead to self-abusive conduct such as slashing and tattooing and was not the result of simply being in the institution and subject to rules and regulations that limited her freedom
- where it lead to ongoing detrimental impact currently experienced by the beneficiary such as being unable to sleep in the dark or in silence and suffering from nightmares and where specific conduct leading to these consequences can be identified

Psychological abuse encompasses not only degrading and vilifying language and threats directed at the beneficiary but includes also subjecting the beneficiary to an abusive environment as follows:

- where the ward had to watch a fellow ward beaten and/or sexually abused or refusing to give care to a ward who has slashed herself in front of the beneficiary.

COMPENSATION MATRIX

- (A) The worst case scenario is one which involves repeated serious sexual abuse accompanied by physical beating of some type. Where the beneficiary was seriously harmed, such conduct may be expected to attract the application of the highest award range of \$40,000.00 to \$60,000.00.
- (B) The least abusive case scenarios will involve situations where the beneficiary is advancing purely psychological abuse grounds though with the long term detrimental psychological impact above described or where the claim is based on excessive force used in single acts of discipline and it will attract the minimum payment of \$3,000.00 as provided for in this Agreement or as assessed by the adjudicator an award in the range of \$10,000.00 to \$20,000.00.
- (C) Where serious harm can be demonstrated to the satisfaction of the adjudicator an isolated incident of sexual abuse, which includes either penetration or oral or anal sex or masturbation, will fall within the "mid range" or depending on the circumstances within the most serious category of (A) above.
- (D) Where a claim is based solely on an isolated incident of severe physical assault resulting in broken bones and the like an award may be expected to fall within the upper end of the "mid range".
- (E) Where serious harm can be demonstrated and where an inmate was subjected to segregation on a repeated basis over an extended period of time and was deprived of food and/or clothing and/or bed facilities and/or washroom facilities an award in the upper range of the "mid range" may be warranted.
- (F) The "mid range" of compensation is \$20,000.00 to \$40,000.00 and it is intended that the adjudicator will have the discretion to make an award in relation to harmful consequences of conduct that does not fall within either the most serious or the least serious forms of abuse as identified here.

It must be noted that financial compensation is payable as a result of the harm and not as a result the proof of particular conduct. It is not to be assumed that each person subjected to the same form of abuse or misconduct will be entitled to the same award. It is not to be assumed that proof of a particular act or series of acts constituting abuse or misconduct under this Agreement will without the adjudicator being satisfied as to the level of harm entitle the applicant to any award beyond the minimum award set out in the matrix. See section 4 and the matrix.

Not all the potential beneficiaries of the Agreement have disclosed the nature of the specific conduct constituting abuse or misconduct to which they were subjected. However, of some 70 persons who have disclosed the full extent of their abuse, the following scenarios have been extracted. Not all aspects of the following may amount to abuse or misconduct within the meaning of the Agreement and will depend on the specific circumstances of each individual case. This catalogue, however, gives a good set of examples of the range of conduct that may, with attendant harm, qualify under the Agreement.

- rough handling, reported abusive internals, excessive segregation.
- fondling of secondary sexual organs, digital penetration, repeated segregation without clothes
- repeated sexual intercourse
- physical beatings
- repeated sexual touching, physical assaults, excessive segregation
- four solid days of segregation
- repeated sexual assaults, oral sex, physical beatings and confinement to segregation while nude
- repeated sexual fondling and segregation
- repeated sexual intercourse, repeated fondling, excessive internals, physical beatings
- isolated events of digital penetration with broom handle by inmates, repeated physical beatings, excessive segregation
- repeated fondling, repeated beatings, excessive segregation
- sexual molestation, repeated segregation
- repeated internals
- repeated sexual touching, repeated internals, physical assaults
- repeated segregation
- repeated sexual touching, one physical beating resulting in a broken arm, repeated segregation
- repeated sexual intercourse
- rough handling and segregation
- repeated fondling and internals
- repeated sexual intercourse, physical beatings and segregation.

The common elements that are present involve sexual misconduct, physical beatings, unjustified internal examinations and segregation not permitted under the discipline procedures in place in the institution.

Ce document est aussi disponible en français.