

**AGREEMENT TO AMEND THE
CANADA- BRITISH COLUMBIA
LABOUR MARKET DEVELOPMENT AGREEMENT**

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Between The Government of Canada, hereinafter referred to as “Canada,” represented by the Minister of Employment and Social Development styled as the Minister of Families, Children and Social Development, and the Canada Employment Insurance Commission;

AND The Government of British Columbia, hereinafter referred to as “British Columbia”, represented by the Minister of Social Development and Poverty Reduction.

Hereinafter referred to as “the Parties”.

WHEREAS the Parties entered into the Canada-British Columbia Labour Market Development Agreement (“Canada-British Columbia LMDA”) on February 20, 2008;

WHEREAS in Budget 2017, the Government of Canada announced that it would invest an additional \$1.8 billion for fiscal years 2017-2018 to 2022-2023 to the funding provided annually to the provinces and territories under the Labour Market Development Agreements to help Canadians looking for work by providing them with more opportunities to upgrade their skills, gain experience, start their own business, and by providing more support to help them plan their career.

WHEREAS in order to modernize its labour market transfer agreements Canada also wishes to align various provisions of the Labour Market Development Agreements with the new Workforce Development Agreements;

WHEREAS Canada and British Columbia have agreed to objectives, principles and areas of focus for investment under the Canada-British Columbia Labour Market Development Agreement and the Canada-British Columbia Workforce Development Agreement in building an integrated, client-centered, outcomes-driven employment and training model in British Columbia;

WHEREAS Canada and British Columbia recognize the importance of engaging with and working collaboratively and respectfully with Indigenous peoples;

WHEREAS Canada and British Columbia agree that it is critical to put in place strong performance measurement systems to track outcomes and demonstrate results to inform program and policy development;

WHEREAS Canada and British Columbia agree on the importance of continuous improvement based on strengthened labour market information, the sharing of best practices, and fostering innovation;

WHEREAS evaluations show that early interventions are associated with positive impacts on earnings and employment for participants to activities under the LMDAs;

WHEREAS on June 22, 2017, the *Budget Implementation Act, 2017, No. 1* amended the *Employment Insurance Act* (EI Act) to broaden eligibility for the assistance that may be provided under Employment Benefits and Support Measures established under Part II of that Act effective April 1, 2018;

WHEREAS British Columbia also wishes to broaden eligibility for the assistance that it may provide under its similar benefits and measures effective April 1, 2018;

THEREFORE, the Parties agree to amend the Canada - British Columbia LMDA, as amended from time to time, as follows:

1. The definitions of "British Columbia Measure" and "EI Client", in Article 1.2 are deleted and replaced with the following:

"British Columbia Measure" means a labour market development program set out in Annex 1, as amended from time to time, that is provided by British Columbia under Article 3 with funding transferred under this Agreement to support:

- a. Organizations that provide employment assistance services;
- b. employers, employee or employer associations, community groups and communities in developing and implementing strategies for dealing with labour force adjustments and meeting human resource requirements; and
- c. research and innovation projects to identify better ways of helping persons prepare for, return to or keep employment and be productive participants in the labour force.

"EI Client" means an unemployed person who, when requesting assistance under a British Columbia Benefit or British Columbia Measure:

- a. is an Active EI Claimant; or
- b. had a benefit period that ended within the previous 60 months; or
- c. has a benefit period established under a "provincial plan" as that term is defined in section 76.01 of the *Employment Insurance Regulations*, or has had that benefit period end within the previous 60 months, and who would have been entitled to receive special benefits under sections 22 or 23 of the EI Act had they not been entitled to receive "provincial benefits", as this term is defined in section 76.01 of the *Employment Insurance Regulations*, under the "provincial plan"; or
- d. "paid employee's premiums" as defined in section 2 of the EI Act in at least five of the previous 10 calendar years and in respect of these premiums, was not entitled to a refund under subsection 96(4) of the EI Act.

2. The definitions of "Indigenous peoples" and "Targeting, Referral and Feedback system" are added in Article 1.2:

"Indigenous peoples" means Aboriginal peoples of Canada, as defined in the *Constitution Act, 1982*.

"Targeting, Referral and Feedback system" means a federal systems application that enables British Columbia to proactively contact Employment Insurance (EI) applicants based on specific criteria (e.g., occupation, age, gender, education level) to direct them to programs and services delivered under the Canada-British Columbia LMDA.

3. The following Heading and Articles are added immediately after Article 2.4:

2.01.0 Principles, objectives and areas of focus

2.01.1 Canada and British Columbia agree that the objectives of this Agreement are the following:

- a. **Foster inclusive labour market participation:** Help individuals access labour market opportunities; and support successful integration of those facing obstacles to finding, maintaining, and progressing towards employment;
- b. **Align skills with labour market needs:** Help workers gain and employers access the skills they need to adapt to the changing requirements of jobs and the labour market; and encourage employer involvement in training and continuous learning opportunities for workers; and
- c. **Create efficient labour markets:** Support strong and responsive labour market infrastructure to allow for timely and effective labour market programming which contributes to improved productivity and economic growth.

2.01.2 Canada and British Columbia accept the principles of this Agreement as set out below:

- a. **Client-centred:** Focused on meeting the diverse needs of unemployed, underemployed and employed individuals and employers using the best available labour market information; and minimizing barriers to accessing programs and supports;
- b. **Inclusive:** Support underrepresented groups including those further from labour market;
- c. **Outcomes-focused:** Enable British Columbians to achieve sustainable employment or progression along the employment continuum through programs and services, and continue to develop ways to effectively evaluate and improve results, including tracking outcomes and indicators of success;
- d. **Flexibility and Responsiveness:** Flexibility to address unique needs and local labour market priorities, and respond to emerging issues;
- e. **Innovation:** Identify and explore collaborative models for innovation, including continuous sharing of best practices and lessons learned; and
- f. **Engagement:** Collaboration between Federal and Provincial/Territorial governments; engagement with and working collaboratively and respectfully with Indigenous peoples; consultation and engagement with stakeholders, and coordination to enhance program complementarity.

2.01.3 Canada and British Columbia agree that to support flexibility, eligible BC Benefits and Measures funded under this Agreement will fall within any of the following areas of focus:

- a. **Training:** Improve levels of literacy, essential and work-related skills; and support upskilling;
- b. **Supports:** Provide supports to maximize potential impact of training; and continue to support persons with disabilities to enter and stay in the labour market;

- c. **Employment Partnerships:** Work in partnership with employers and other stakeholders to ensure programs are relevant, accessible and effective; and
- d. **Building Knowledge:** Build the knowledge base to support continuous improvement of labour market policies and programs; and support new and innovative approaches to meet the diverse needs of clients, including underrepresented groups.

4. Article 3.2 is deleted and replaced with the following articles:

3.2.1 For each Fiscal Year during which British Columbia provides its BC Benefits and Measures, British Columbia will provide Canada's Designated Official on or about April 15 of the Fiscal Year, an annual plan which describes:

- a. the labour market issues which British Columbia intends to address during the Fiscal Year;
- b. the array of BC Benefits and Measures to be offered to during the Fiscal Year;
- c. the projected expenditures under each of the BC Benefits and Measures for the Fiscal Year; and
- d. the consultation process referred to in Article 3.2.2 that British Columbia used to develop the annual plan, including a list of stakeholders consulted and the main themes coming from those consultations.

3.2.2 In developing each annual plan referred to in Article 3.2.1 British Columbia agrees to consult with relevant stakeholders in British Columbia, including, but not limited to, organizations representing both employers and employees and official language minority community stakeholders.

5. Article 4.0 is replaced entirely with the following heading and Articles:

4.0 Delegation of authority with respect to certain National Employment Service functions and cooperation on Labour Market Information

4.1 Canada hereby delegates to British Columbia authority to carry out functions of the National Employment Service (NES) described in Annex 2 to this Agreement entitled "National Employment Service Functions and Labour Market Information".

4.1.1 The parties' respective roles and responsibilities in respect to the delegated functions of the NES referred to in Article 4.1 are described in section 2 of Annex 2.

4.1.2 The Parties agree that British Columbia will fully implement the delegated functions of the NES by March 31, 2021.

4.2 Canada and British Columbia agree to the preparation of a joint labour market information strategy in accordance with section 3 of Annex 2.

6. Article 8.0 is amended by replacing Article 8.1 with the following:

8.1 The Parties agree:

- a) that results measurement and reporting respecting the maximum contribution payable to British Columbia under Article 14 will be consistent with the process described in Annex 4; and
- b) to set annual results targets for the results indicators in accordance with Annex 4; and
- c) to track and report on the annual results in accordance with Annex 4.

7. Article 8.0 is further amended by adding the following after Article 8.3:

8.4 By no later than October 1 following the end of each fiscal year during the period of this Agreement, British Columbia agrees to share with Canada an annual report describing the results of the British Columbia Benefits and Measures achieved in the fiscal year based on the requirements set out in Annex 4 to this Agreement entitled "Performance Measurement Strategy and Targets".

8. The following heading and Article are added after Article 14C.1:

14D Targeted six-year increase in contribution to Costs of BC Benefits and Measures

14D.1 Notwithstanding anything in Article 14, in each of Fiscal Years 2017-2018 to 2022-2023 Canada agrees to increase the maximum contribution payable to British Columbia under Article 14 based on an allocation methodology that takes into account British Columbia's share in the national totals of the following two variables, which will be updated on an annual basis:

1. Number of EI Act Part I claims with regular benefits paid (50% weight)
2. Number of unemployed workers (50% weight)

14D.2 The maximum contribution payable under Article 14 towards the costs of the BC Benefits and Measures is increased by an amount not exceeding the amount determined by the following formula:

$$[(A \times 0.5) + (B \times 0.5)] * C$$

where:

A is the number of EI Act Part I claims with regular benefits paid in British Columbia, divided by the number of EI Act Part I claims with regular benefits paid in Canada, determined on the basis of data obtained and prepared by Canada for the purpose of the Monitoring and Assessment Report referred to in Article 11 to be released at the beginning of the Fiscal Year for which the amount of the increase is calculated; and,

B is the average number of unemployed workers in British Columbia, divided by the average number of unemployed workers in Canada calculated on the basis of the Labour Force Survey published by Statistics Canada for each month during the Fiscal Year of the Monitoring and Assessment Report used to determine the value of "A".

C is the annual national amount of additional funding approved each year by Canada's Treasury Board for expenditures under Part II of the EI Act to be allocated between the provinces and territories for each of Fiscal Years 2017-2018 to 2022-2023.

9. Article 14.0 is further amended by adding the following after article 14.10:

14.11 Notwithstanding Article 14D and Articles 14.6 to 14.10, British Columbia may use up to 10% of the additional amount of Canada's contribution provided under article 14D towards Administration Costs for each of Fiscal Years 2018-2019 and 2019-2020, if the total contribution to British Columbia towards Administration Costs under article 14.7 for the previous Fiscal Year was less than 30% of the maximum contribution amount towards the costs of BC Benefits and Measures under article 14 for the previous Fiscal Year.

10. Article 16.0 is deleted in its entirety and replaced with the following:

16.0 Payment procedures

16.1 For Fiscal Year 2017-2018, Canada will make payment of its additional contribution to British Columbia under Article 14D for that Fiscal Year in one lump sum payment.

16.2 Beginning with Fiscal Year 2018-2019, Canada will make payments of its annual contribution towards the Costs of BC Benefits and Measures and administration costs in two installments each Fiscal Year. The first installment will be paid on or about April 1 of each Fiscal Year and the second installment will be paid on or about October 1 of each Fiscal Year.

16.2.1 The first installment described in Article 16.2 will be an amount equal to fifty percent (50%) of the total amount of Canada's maximum contribution for the Fiscal Year based on the amount of Canada's maximum contribution to British Columbia for the Fiscal Year towards the Costs of the BC Benefits and Measures and towards Administration Costs.

16.2.2 The second installment described in Article 16.2 will be an amount equal to the balance of Canada's total contribution to British Columbia for the Fiscal Year towards the Costs of the BC Benefits and Measures and towards Administration Costs.

16.3 Canada will make payment of its first installment for the Fiscal Year in accordance with Articles 16.2 and 16.2.1 following receipt of British Columbia's annual plan in accordance with Article 3.2.1.

16.4 Canada will make payment of its second installment for the Fiscal Year in accordance with Article 16.2 and 16.2.2 following receipts of British Columbia's financial report and annual report in accordance with Article 18 and Article 8.4 respectively.

11. Article 18.0 is deleted in entirety and replaced with the following heading and articles:

18.0 Financial accountability

18.1 For Fiscal Year 2017-2018, and for each Fiscal Year thereafter during the term of this Agreement, British Columbia will submit to Canada on or about June 30 for the previous Fiscal Year a financial report containing:

- (a) an audited financial statement prepared in accordance with Canadian Generally Accepted Accounting Principles and presented in a form prescribed by Canada setting out the amount of the Costs of BC Benefits and Measures that British Columbia has actually incurred in that Fiscal Year in respect of each of the BC Benefits and Measures; and
- (b) a statement certifying that all payments received from Canada in the Fiscal Year on account of Canada's contribution to its Administration Costs were paid in respect of administration costs actually incurred in that Fiscal Year.

18.2 The audit of the financial statement described in Article 18.1 shall be performed by the Auditor General of British Columbia, or his or her designate, or by an independent public accounting firm registered under the laws of British Columbia and shall be conducted in accordance with Canadian Generally Accepted Auditing Standards.

18.3 British Columbia's use of Canada's additional contribution provided under Articles 14.11 and 14D towards administration costs for Fiscal Years 2018-2019 and 2019-2020 shall be included in the audited financial statement prepared in accordance with Article 18.1.

12. Article 21.0 is deleted in entirety and replaced with the following heading and articles:

21.0 Designated officials

21.1 For the purposes of this Agreement, the Senior Assistant Deputy Minister of Skills and Employment Branch of Canada's Department of Employment and Social Development is the Designated Official for Canada, and the Assistant Deputy Minister of the Employment and Labour Market Services Division of British Columbia's Ministry of Social Development and Poverty Reduction is the Designated Official for British Columbia.

21.2 Either party may, from time to time, upon written notice to the other designate a new Designated Official in replacement of an existing Designated Official.

21.3 Designated Officials, or their designates, will meet as required to resolve issues that emerge from this Agreement.

13. Article 22.0 is deleted and replaced with the following heading and articles:

22.0 Workforce Development Committee

22.1 Canada and British Columbia agree to maintain a bilateral Canada-British Columbia Management Committee to be known as the Workforce Development Committee.

22.2 The Workforce Development Committee will be co-chaired by the Designated Officials of the Parties and will meet at least twice annually, timed to coincide with the planning and reporting

cycles, or as agreed to by the co-chairs. The co-chairs can invite representatives from other agencies, departments or ministries to participate in Committee meetings as deemed appropriate.

22.3 The Assistant Deputy Minister of Service Canada's Western and Territories Region will be represented on the Workforce Development Committee.

22.4 The role of the Workforce Development Committee with respect to this Agreement includes but is not limited to:

- a) Administration and management of this Agreement, including providing a forum for the exchange of information on annual planning priorities and reporting;
- b) Exchanging information on regional or local labour market challenges and priorities and the results of engagement with other relevant stakeholders, including official languages and minority communities;
- c) Providing a forum to exchange information on best practices and have discussions related to the implementation of this Agreement;
- d) Providing a forum for discussing regional issues and ways to better coordinate the delivery of federal and British Columbia programs;
- e) Sharing information on innovative labour market programs and policies as well as broader developments in the labour market and bilateral issues that may fall outside the parameters of this Agreement;
- f) Discussing annual result targets as described in Article 8;
- g) Overseeing evaluation responsibilities outlined in Article 9; and
- h) Developing measures referred to in Article 12 for ensuring employment insurance program integrity.

14. **Annex 1 entitled "Description of BC Benefits and Measures" is replaced in its entirety by a new Annex 1 entitled "Description of BC Benefits and Measures" which is included under Schedule 1 to this amending Agreement.**
15. **Annex 2 entitled "National Employment Service functions" is replaced in its entirety by a new Annex 2 entitled "National employment service functions and Labour Market Information" which is included under Schedule 2 to this amending Agreement.**
16. **Annex 4 entitled "Indicators for measuring results of BC Benefits and Measures and annual results targets and reporting" is replaced in its entirety by a new Annex 4 entitled "Performance Measurement Strategy and Targets" which is included under Schedule 3 to this amending Agreement.**
17. **Annex 5 entitled "Canada – British Columbia exchange of information and data sharing arrangements" is replaced in its entirety by a new Annex 5 entitled "Canada – British Columbia Information and Data Sharing Arrangements" which is included under Schedule 4 to this amending Agreement.**
18. **The Parties agree that no part of this amending Agreement will have an impact on how Canada allocates the current Employment Insurance funding (\$1.95 billion per year) when determining the maximum annual amount of contributions paid to British Columbia, in accordance with article 14 of the Canada – British Columbia LMDA. The Parties acknowledge that the current**

method set out in article 14 of the Canada – British Columbia LMDA for allocating the current \$1.95 billion to the provinces and territories is the allocation method described in the letter dated June 26, 1996, from the Deputy Minister of the Department of Human Resources Development to the Deputy Minister of Education, Skills and Training.

19. For the purpose of facilitating early intervention with EI clients, British Columbia agrees to continue using Canada’s Targeting, Referral and Feedback system. The information sharing arrangements required to implement this system are detailed in Annex 5 of the Canada – British Columbia LMDA entitled “Canada – British Columbia exchange of information and data sharing arrangements”.
20. The payment of Canada’s additional contribution for Fiscal Year 2017-2018 referred to in Article 10 of this amending Agreement will be paid to British Columbia as soon as possible after the Parties have signed this Amending Agreement.
21. In all other respects, the Canada- British Columbia LMDA shall remain unchanged.
22. This amending Agreement shall be read together with the Canada- British Columbia LMDA as amended from time to time and takes effect as if its provisions were part of the Canada- British Columbia LMDA.
23. Articles 1 and 14 of this amending Agreement will come into force on April 1, 2018.
24. British Columbia agrees and recognizes that for fiscal year 2017-2018, Canada’s contribution will only be paid to British Columbia for Costs of BC Benefits and Measures as defined in the Canada- British Columbia LMDA on April 1, 2017. British Columbia further agrees and recognizes that Costs of BC Benefits and Measures for an EI client and in respect of British Columbia measures as defined in section 1 of this amending Agreement will only be eligible for a contribution under the Canada- British Columbia LMDA starting in fiscal year 2018-2019 and subsequent fiscal years once Articles 1 and 14 of this amending Agreement are in effect on April 1, 2018.

25. All other Articles of this amending Agreement will come into force once it has been signed by both Parties.

<p>SIGNED on behalf of Canada in _____ this __ day of _____</p> <p>_____</p> <p>The Honourable Jean-Yves Duclos Minister of Employment and Social Development styled as the Minister of Families, Children and Social Development</p> <p>_____</p> <p>Louise Levonian Chairperson, Canada Employment Insurance Commission</p>	<p>SIGNED on behalf of British Columbia in _____ this __ day of _____</p> <p>_____</p> <p>The Honourable Shane Simpson Minister of Social Development and Poverty Reduction</p>
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SCHEDULE 1

Annex 1

Description of BC benefits and measures

1.0 Purpose

1.1 The purpose of this Annex to the Canada-British Columbia Labour Market Development Agreement ("Agreement") is to describe the programs and services, also referred to as benefits and measures that will be provided by British Columbia.

2.0 Objectives

2.1 The objective of British Columbia benefits and measures is to assist individuals to prepare for, obtain, and maintain employment and to reduce their dependency on government forms of income support including EI benefits and social assistance.

2.2 In support of this objective and the objective of eliminating overlap and duplication, British Columbia intends to incorporate the following design features:

- (a) harmonization with provincial employment initiatives to ensure that there is no unnecessary overlap or duplication;
- (b) flexible and broad array of client centered services, supports and benefits to participants;
- (c) reduction of dependency on unemployment benefits by helping individuals obtain or keep employment;
- (d) co-operation and partnership with other governments, employers, community-based organizations and other interested organizations;
- (e) flexibility to allow decisions to be made at a local level;
- (f) availability of assistance under the benefits and measures in either official language where there is significant demand for that assistance in that language;
- (g) commitment by persons receiving assistance under the benefits and measures to
 - (i) achieving the goals of the assistance,
 - (ii) taking primary responsibility for identifying their employment needs and locating services necessary to allow them to meet those needs, and
 - (iii) if appropriate, sharing the cost of the assistance; and
- (h) implementation of the benefits and measures within a framework for evaluating their success in assisting persons to obtain or keep employment.

2.3 British Columbia will be responsible for selecting priority clients for British Columbia benefits and measures but only EI Clients will be given access to British Columbia Benefits funded under this Agreement.

3.0 British Columbia benefits

British Columbia will provide a broad range of services to enable EI Clients to obtain employment.

a) Employment services

Employment services will be made available to encourage employers to hire to the fullest extent possible, EI Clients who are at risk of extended periods of unemployment and/or provide participants with short term work experience to help them acquire skills needed by local employers. Benefits will be used to:

I. Employment Services – Wage Subsidy Component

- Support training on the job and work placement activities will include targeted wage subsidies to employers and work tools or equipment, short term training and other employment related supports.

II. Employment Services – Work Experience Component

- Develop employment partnerships with employers and community groups that provide meaningful work experience opportunities for EI Clients and which also help develop the community and local economy.

b) Self-employment assistance

British Columbia will provide self-employment services to assist EI Clients to start businesses and become self-employed. Services may include entrepreneurship training, individualized coaching and client supports.

c) Skills development

British Columbia will implement a benefit for the education and training of EI Clients so they can obtain the skills necessary for employment.

This benefit will include the costs ordinarily paid by British Columbia over and above the amounts recovered through tuition fees, with respect to each EI Client receiving financial assistance under Skills Development and attending a publicly funded training institution.

d) Earnings supplement

British Columbia may implement targeted earnings supplements to enable some people currently on EI or who are long-term unemployed people to accept low-wage jobs. Temporarily topping up low-wage salaries means that people who would not enter at the lower wage rate can re-enter the work force.

4.0 British Columbia Measures

a) Employment Assistance Services

Employment Assistance Services will be used to help clients to obtain employment. Services may include needs determination, employment counseling, job search training and provision of labour market information.

British Columbia will provide services to meet the needs of specific client groups and local communities through a service delivery network that is further described in Annex 3.

Employment Assistance Services will be used to support the delivery of National Employment Service functions and will be available to job seekers.

b) Labour Market Partnerships

Through work with employer and employee groups, sectoral associations and other partners, British Columbia will facilitate labour market activities that promote labour force development, workforce adjustment and effective human resources planning.

It is understood that Labour Market Partnerships may be used to provide assistance for employed persons if they are facing a loss of their employment or need that assistance to maintain their employment.

c) Research and innovation

British Columbia will develop a provincial measure to support research, planning and innovative activities that address the needs of those in the British Columbia labour market.

SCHEDULE 2

Annex 2

National employment service functions and Labour Market Information

1.0 Purpose

1.1 The purpose of this Annex is to set out:

- a) the National Employment Service functions delegated to British Columbia by the Canada Employment Insurance Commission;
- b) the Parties respective roles in respect of the delegated functions of the National Employment Service; and
- c) how the Parties will cooperate and collaborate in the gathering, analyzing, production, dissemination and use of labour market information.

2.0 National employment service – Functions delegated to British Columbia

Pursuant to section 60 of the *Employment Insurance Act*, the Canada Employment Insurance Commission is responsible for maintaining a National Employment Service (NES). As part of the NES, the Commission operates a national labour exchange service and information technology platform known as Job Bank where employers can prepare and advertise employment opportunities and where job seekers can search for employment.

2.1 Pursuant to Article 4.0 of this Agreement British Columbia agrees to perform the following functions:

- a) review job postings of job vacancies prepared by employers for publication in Job Bank in accordance with Canada's requirements; and
- b) authorize the publication of job postings that meet Canada's requirements into Job Bank

2.2 In performing these functions, British Columbia shall:

- a) comply with Canada's requirements, including but not limited to requirements on identity management, security and privacy;
- b) ensure that there is no discrimination within the meaning of the Canadian Human Rights Act in regards to a job posting;
- c) ensure that sufficient resources are dedicated to the performance of the functions set out in section 2.1 in order to meet Canada's service standards for processing and response times in relation to job postings in Job Bank;
- d) communicate with employers and employer representatives to resolve any issues in respect of their request to publish a job posting in Job Bank view; and
- e) respond to enquiries and provide service support to employers and employer representatives in accordance with accessibility requirements that Canada may require.

2.3 Canada shall:

- a) provide to British Columbia a copy of Canada's requirements, standards and accessibility requirements that will guide British Columbia in performing the functions of the National Employment Service under this Agreement described in section 2.2 (a), (c) and (e);
- b) provide to British Columbia a copy of any updates and or modifications to Canada's requirements, standards and accessibility requirements described in paragraph (a);
- c) provide British Columbia with training to support the performance of its functions and responsibilities set out in section 2.1 and 2.2; and
- d) maintain and provide British Columbia with electronic access to Job Bank, as well as future information technology applications required for British Columbia to fulfill the functions and responsibilities set out in section 2.1 and 2.2.

2.4 Canada and British Columbia agree to participate in an annual discussion on plans and priorities for future changes and enhancements to Job Bank and its labour exchange services.

3.0 Cooperation on Labour Market Information

3.1 Canada and British Columbia agree to the preparation of a joint labour market information strategy which will set out how each party will cooperate in gathering, analyzing, producing, disseminating and using local, provincial and national labour market information to support economic progress.

3.2 In the joint Strategy, Canada and British Columbia agree to clarify their respective roles and responsibilities, to encourage partnerships and ensure complementarity such that there is no unnecessary overlap and duplication.

3.3 Canada is responsible for the National Labour Market Information System with which it will produce and disseminate labour market information and products connected with proper management of the Employment Insurance Account, entitlement to and continuation of EI benefits, and information for Employment Insurance users, as well as those required for the planning and delivery of HRSDC activities relating to this Agreement.

3.4 British Columbia will be responsible for producing local, regional and provincial labour market information needed to assume the responsibilities conferred on it in this Agreement, as well as disseminating within British Columbia, labour market information relating to the implementation of this Agreement and participating in and maintaining a link with the National Labour Market Information System.

3.5 Local, regional, provincial and national labour market information may include:

- a) occupational profiles and forecasts;
- b) community profiles;
- c) demographic and labour force profiles and forecasts;
- d) industrial/sectoral profiles and forecasts;
- e) wage and salary data;
- f) conditions of employment;

- g) vacancy and employment opportunities;
- h) labour market reviews and trends;
- i) occupational demand and skill shortage lists;
- j) potential employer lists;
- k) lists of training providers and available courses;
- l) major project updates;
- m) career resource planning tools; and
- n) work search tools.

SCHEDULE 3

Annex 4

Performance Measurement Strategy and Targets

1.0 Purpose

1.1 The purpose of this Annex is to set out the mutual understanding and agreement of the parties on:

- a. the performance measurement strategy
- b. the target setting process, results reporting and results targets.

2.0 Performance Measurement Strategy

Canada and British Columbia recognize the importance of performance measurement for tracking the progress of clients of BC Benefits and Measures; and for reporting to the public on results achieved under this Agreement.

Pursuant to Article 8.1 of the Agreement, the Parties agree to the following Performance Measurement Strategy.

The Performance Measurement Strategy was developed multilaterally by Canada and the provinces and territories through the Forum of Labour Market Ministers (FLMM) Labour Market Transfer Agreements and Performance Measurement Working Group, hereinafter referred to as the "Working Group". The strategy is informed by a logic model, performance indicators, outputs, outcomes, data elements, definitions and implementation plan.

2.1 Governance

To ensure the Performance Measurement Strategy is up to date, the Parties agree to continue to work together on performance measurement for this Agreement through the Working Group in order to:

- i) Review and assess the implementation and effectiveness of the Performance Measurement Strategy; and
- ii) Identify and propose changes to the Performance Measurement Strategy for approval by Designated Officials.

To plan and carry out evaluation activities for the BC Benefits and Measures funded under this Agreement, the Parties agree to work together through the Evaluation Sub-Committee as described in Article 9.8 of this Agreement.

2.2 Performance Measurement

British Columbia agrees to collect and compile the performance indicator information, which includes, but is not limited to:

- i) Individual level participant information;
- ii) Aggregated individual data;
- iii) Aggregated employer data; and
- iv) Information related to Research and Innovation investments.

2.3 Performance Indicators

British Columbia agrees to collect and compile the data necessary to support performance indicators developed by the Working Group. This data will be combined with federally available data to measure the following outcomes:

- i) Participation of individuals and employers in programs and services;
- ii) Progression of individuals along the continuum to labour market participation;
- iii) Improved workforce capacity of employers/industries;
- iv) Employers/Industries better able to manage labour market challenges;
- v) Employment, increased earnings and positive net impacts for individuals; and
- vi) Sustainable employment of individuals.

2.4 Personal Information

The nature of the exchange of personal information is detailed in Annex 5, entitled “Canada – British Columbia exchange of information and data sharing arrangements”, to this Agreement.

2.5 Reporting

- i) Reporting to Canada

- a. Annual Report to Canada

In accordance with Article 8.4 of the Agreement, the Annual Report will include, but is not limited to:

- i. Information on stakeholder engagement, including the outcomes of that engagement;
 - ii. Description of activities undertaken in the fiscal year, including outcomes;
 - iii. Aggregate information about individuals;
 - iv. Aggregate information about employers and their participation; and
 - v. Descriptive information about investments in innovative approaches.
 - b. Quarterly reporting to Canada

On a quarterly basis, British Columbia will report to Canada on all performance indicators through data uploads as described in Annex 5 to this Agreement. This includes individual participants’ social insurance numbers.

ii) Annual public reporting

Annually Canada will work collaboratively with British Columbia to produce a national report on the Labour Market Development Agreements. Canada will share a preliminary annual national report with British Columbia for review and input prior to the publication of the final report.

iii) Reporting to Parliament

Canada will report annually to Parliament on the results of the Labour Market Development Agreements through the Employment Insurance Monitoring and Assessment Report.

2.6 Implementation

Where circumstances prevent full implementation by April 1, 2019, British Columbia will substantially implement the performance measurement strategy by April 1, 2019.

British Columbia will develop and share with Canada a work plan to achieve full implementation of the performance measurement strategy by April 1, 2020.

Transitional collection and reporting arrangements will be detailed in the work plan.

2.7 Data Sharing

Canada and British Columbia recognize the importance of two-way data sharing to support effective analysis of performance for labour market programs and services. Canada will:

- Share British Columbia level data derived from the EI information;
- Share British Columbia level data from EI as per the Targeted Referral and Feedback system; and
- Share British Columbia level data from other sources as they become available.

3.0 Targets and target-setting

3.1 Canada and British Columbia agree that the annual targets for the three results indicators referenced in section 3.1.1 of this annex will be mutually agreed to and be based upon historical data, socio-economic and labour market context, local or regional priorities, the characteristics or requirements of clients, and the funds available for the BC Benefits and Measures. Canada and British Columbia agree that the results targets for the first Fiscal Year of implementation of the BC Benefits and Measures will be soft targets.

3.1.1 Canada and British Columbia agree to jointly establish in advance of each fiscal year during the period of the Agreement mutually agreed results targets for the coming fiscal year using the following results indicators:

- (a) the number of Active EI Claimants who have accessed BC Benefits and Measures;
- (b) the number of EI Clients returned to employment; and
- (c) savings to the Employment Insurance Account.

3.2 The results targets for each Fiscal Year will be set out in the Annual Annex for that Fiscal Year.

SCHEDULE 4

Annex 5

Canada-British Columbia Information and Data Sharing Arrangements

1.0 Purpose

- 1.1 The purpose of this Annex to the Canada-British Columbia Labour Market Development Agreement (the Agreement) is to provide for the exchange of information, including personal information, as defined in section 3 of Canada's *Privacy Act* and Schedule 1 of British Columbia's *Freedom of Information and Protection of Privacy Act*, and "information" as defined in subsection 30(1) of the *Department of Employment and Social Development Act (DESD Act)*, between the parties. Personal information includes social insurance numbers.

2.0 Authorities

Canada's Authorities:

- 2.1 With respect to the information to be provided by Canada to British Columbia under section 3 of this Annex, Canada confirms that it is authorized under subsection 34(1) of the *DESD Act* to provide such personal information to British Columbia for the purposes set out in section 3. In this regard:
- (a) the personal information set out in section 3 consists of information obtained by the Canada Employment Insurance Commission or the Department of Employment and Social Development from persons under the *Employment Insurance Act (EI Act)*, and of information prepared from such information;
 - (b) subsection 34(1) of the *DESD Act* authorizes the disclosure of the aforementioned personal information to any person or body for the administration or enforcement of the program for which it was obtained or prepared; and
 - (c) the personal information described in section 3 of this Annex will be disclosed to British Columbia only for the purposes described herein.
- 2.2 With respect to the information to be collected by Canada from British Columbia under section 4 of this Annex, Canada confirms that it is authorized under the *EI Act* to collect such personal information from British Columbia for the purposes set out in section 4.

British Columbia's Authorities:

- 2.3 With respect to the personal information to be provided by British Columbia to Canada under section 4 of this Annex, British Columbia confirms that it is authorized under paragraph 33.1(1)(d) of British Columbia's *Freedom of Information and Protection of Privacy Act* to provide such information to Canada for the purposes set out in section 4.

- 2.4 With respect to the information to be collected by British Columbia from Canada under section 3 of this Annex, British Columbia confirms that it is authorized under sections 26 (c) and 27 (1) (a) (i) of British Columbia's *Freedom of Information and Protection of Privacy Act*, with the consent of the individual the information is about, to collect such information from Canada for the purposes set out in section 3.

3.0 Information to be provided by Canada to British Columbia

- 3.1 Canada will provide to British Columbia, when requested by British Columbia, on a per individual basis, the following personal information under its control from an individual's file for the purposes of:

- (a) assisting British Columbia in establishing and verifying if the individual qualifies as an EI client who is not an active EI claimant (i.e. who qualifies as a former EI claimant) and is therefore eligible for, or entitled to, assistance under BC Benefits and Measures:

- name
- social insurance number
- address
- postal code
- telephone number
- date of birth
- federal office code – if available
- gender
- language (French or English)
- EI client status, with explanatory messages
- Provincial/Territorial Parental Benefits (P/TPB), if applicable, with explanatory messages
- identification if on an intervention, with explanatory messages; and

- (b) in respect of an individual, who has been determined to be an active EI claimant who is eligible for, or entitled to, assistance under BC Benefits and Measures, assisting in determining the nature and level of financial assistance to be provided to the EI client under British Columbia's programs:

- name
- social insurance number
- address
- postal code
- telephone number
- date of birth
- federal office code– if available
- gender
- language (French or English)
- EI client status, with explanatory messages
- P/TPB client status, if applicable, with explanatory messages
- identification if on an intervention, with explanatory messages

El claim information:

- benefit period commencement (BPC)
- type of EI benefit (claim type, e.g. regular, etc.)
- number of eligible weeks
- number of weeks paid (number of weeks paid in special benefits and number of weeks paid in regular benefits identified if on same claim)
- EI benefit rate – Part I
- federal tax deducted
- provincial tax deducted
- week of renewal
- latest renewable week
- last week processed
- expected end date of Part I
- apprenticeship (yes/no)
- apprenticeship waiting period waived (yes/no)
- stop payment – yes/no
 - if yes – date of stop payment
- disentitlements, if applicable
 - start date
 - end date
 - explanatory messages
- disqualifications, if applicable
 - start date
 - disqualification weeks remaining
 - explanatory messages
- allocation of earnings
 - start week
 - end week
 - allocation of earnings weekly amount
 - amount of last week of allocation of earnings

Canada, may on its own initiative, provide to British Columbia an update on all or any of the above information, for use by British Columbia in reviewing, as needed, the purpose and amount of the financial assistance provided to the EI recipient by British Columbia.

3.2 When Canada is unable to successfully process the information submitted by British Columbia pursuant to section 4.2 of this Annex, regarding the referral by British Columbia of an active EI Claimant to a British Columbia Benefit, for purposes of sections 25 and 27 of the *EI Act*, Canada will provide to British Columbia any or all of the following personal information under its control on the EI Clients so referred, for use by British Columbia in reviewing and/or modifying the information previously submitted to Canada:

- name
- social insurance number
- EI client status
- P/TPB client status
- federal office code, if available
- provincial office code, if available

- intervention type (e.g. training, job creation, self-employment)
- training ID (for training interventions)
- institution code, if available
- apprentice indicator
- no claimant report code (for apprentices)
- start week(s)/date(s) of intervention
- end week(s)/date(s) of intervention
- intervention break start week/date
- intervention break end week/date
- agreement/file number
- rate (EI Part II)
- error code
- definition of error code

3.3 Canada will provide to British Columbia on a quarterly basis any or all of the following personal information under its control on all EI clients and non-insured participants who have received assistance from British Columbia under BC Benefits and Measures, for use by British Columbia for: the review, analysis and verification of the data calculated/held by Canada; planning, delivery and administration of BC Benefits and Measures; evaluating the effectiveness of the assistance provided; and monitoring, assessment and reporting purposes. This information will be provided in a mutually agreed upon format.

3.3.1 Based on the quarterly data files on EI clients and non-insured participants who are participating in BC Benefits and Measures, as provided by British Columbia in section 4.3, the following personal information will be provided to British Columbia by Canada in a return file:

- social insurance number
- provincial office code
- EI client status
- benefit period commencement
- initial benefit entitlement weeks
- last week of entitlement
- benefit rate
- month code
- last week processed
- total weeks paid
- weeks paid sub-counter
- unpaid benefits
- training ID
- intervention code
- intervention start date
- intervention end date
- training/self-employment project start week
- training/self-employment project end week
- action plan ID
- action plan start date
- action plan result (case manager)

- action plan result week/date
- result week (calculated)
- apprenticeship client indicator
- group services type
- date of group session
- unit 143 – LMDA EI Claimant who finds employment before the end of their insurance entitlement period as a result of BC Benefits and Measures
- unit 144 – LMDA EI Claimant who is recorded as employed after their entitlement period as a result of a BC Benefit and Measure
- unit 145 – LMDA EI Claimant who becomes employed before the end of their entitlement period as a result of a BC group service
- unit 146 – former LMDA EI Claimant who becomes employed as a result of BC Benefits and Measures
- unit 152 –EI Part I unpaid benefits resulting from EI Claimants employed before end of insurance entitlement period, as a result of BC Benefits and Measures (corresponds to unit 143 – non-TWS)
- unit 153 –EI Part I unpaid benefits resulting from EI Claimants employed before end of insurance entitlement period as a result of a BC TWS intervention (wage subsidy - corresponds to unit 143 – TWS program)
- unit 154 –EI Part I unpaid benefits resulting from EI Claimants employed before end of insurance entitlement period as a result of a BC group service (corresponds to unit 145)

3.4 Upon request, and based on the quarterly data files on EI Clients and non-insured participants who are participating in British Columbia programs funded with EI Part II monies, as provided by British Columbia in section 4.3, the following personal information will be provided to British Columbia for: the review and verification of Canada’s reporting of results; planning delivery and administration of BC Benefits and Measures; and for monitoring, assessing, evaluating and reporting about the effectiveness of the assistance provided. The personal information will be provided in two different data sets (by client and intervention):

- social insurance number
- age
- gender
- designated group indicators (persons with disabilities, members of visible minority groups, aboriginal peoples)
- provincial office code
- EI Client type
- action plan ID (ICM Service Plan number)
- action plan start date
- action plan end date
- action plan result
- action plan result date (if available)
- intervention code (type of intervention)
- intervention start date
- intervention end date

3.5 Canada will provide to British Columbia, when requested by British Columbia and based on the selection criteria identified by British Columbia, on a per individual basis, any or all of the following personal information under Canada's control from an individual's file for the purpose of assisting British Columbia in contacting, in order to facilitate their return to work:

- name
- social insurance number
- address
- postal code
- telephone number
- e-mail address (if available)
- gender
- date of birth
- education by level
- official language of service (written)
- official language of service (spoken)
- federal office code associated with the client's postal code
- provincial office/catchment code associated with the client's postal code
- referral type (occupation in demand/job-ready or other)
- referral source (Appli-web, second referral)
- referral code and reason (i.e. the targeting criteria used to refer the client)
- National Occupational Classification (NOC) code for the most recent job

3.6 Upon request, Canada will provide to British Columbia, any or all of the following personal information under its control, on all EI clients residing in British Columbia, who are active EI Claimants, to assist British Columbia in the strategic planning of the delivery of BC Benefits and Measures:

- postal code (first three digits)
- provincial office/catchment code
- EI economic region
- Age at benefit period commencement
- preferred official language (French or English)
- gender
- disability status (where available as self-identified information)
- visible minority (where available as self-identified information)
- aboriginal group (where available as self-identified information)
- education level (where available as self-identified information)
- EI claim status
- EI claim category (long-tenured worker, occasional claimant, frequent claimant)
- regular EI claimant without declared earnings – yes/no
- seasonal user
- weekly benefit rate
- number of entitlement weeks
- renewal week
- benefit period commencement
- first week of the last claimant's report sent

- cut-off date (first insurable week)
- insured weeks/hours
- last week processed
- total number of weeks paid
- total benefits paid since the claim began
- last week worked
- insurable earnings
- National Occupational Classification (NOC) code of last job
- North American Industry Classification System (NAICS) code of last job

Any reports created by British Columbia or Canada involving these data elements must be in cells of no less than 10.

3.7 British Columbia understands that it cannot use any of the personal information received from Canada under this Annex for research or statistical purposes.

3.7.1 Should British Columbia wish to receive from Canada personal information for research and/or statistical purposes, Canada will assess each request on a case-by-case basis. Canada may make personal information available to British Columbia for research and/or statistical purposes upon being satisfied that the conditions set out in section 38 of the *DESD Act* are met. The information to be shared would be the subject of a separate information-sharing agreement.

3.8 For the purposes of detecting overpayments of financial assistance due to error, misrepresentation or fraud in relation to an individual or individuals receiving, or who have received assistance from British Columbia under British Columbia Benefits funded under this Agreement, Canada will provide to British Columbia where available and upon written request, on a per individual basis, any or all of the following personal information under Canada's control about an individual:

- name
- social insurance number
- birth date
- address
- postal code
- telephone number
- type of benefits
- benefit commencement period
- waiting period weeks (in week code)
- gross weekly benefit rate (excluding the family supplement)
- net weekly benefit rate (excluding the family supplement)
- claim termination date
- number of entitlement weeks
- last week processed (in week code)
- weeks paid (in week code)
- payment indicator for each of the declarations referenced

- name and address of employer who issued the last record of employment used to establish the EI claim during which the client began participation in a British Columbia intervention
- NOC code of last job
- number of insurable hours of last job
- explanatory messages

3.9 Canada may also, on its own initiative, provide to British Columbia the information listed in section 3.8 about any individual who has received, or is receiving, assistance under Canada's programs where it suspects that the individual is not entitled to that assistance or insurance benefits under Part I of the *EI Act* to which the individual is not entitled.

3.10 Following amendments to Canada's *EI Act*, Canada will provide to British Columbia, when requested by British Columbia, on a per individual basis, any or all of the following personal information under its control in respect of each Active EI Claimant who is receiving or has received financial assistance while participating in British Columbia Benefits, to assist British Columbia in communicating with the client or in determining whether any revisions to British Columbia financial assistance are required:

- name
- social insurance number
- address
- postal code
- telephone number
- language (English or French)
- federal office code
- Part I benefit period commencement
- Part I end date
- original EI entitlement (in weeks)
- amended EI entitlement (in weeks)
- total weeks paid to date
- last week processed
- intervention type
- training ID
- start week(s)/date(s) of intervention
- end week(s)/date(s) of intervention
- agreement/file number
- benefit rate
- last renewable week

4.0 Information to be provided by British Columbia to Canada

4.1 British Columbia will provide Canada, on a per individual basis, the following personal information under its control about each of its clients who has submitted an application under BC Benefits and Measures, for the purposes of establishing and verifying if the individual qualifies as an EI Client:

- social insurance number
- first and last names

- eligibility date

4.2 British Columbia will provide to Canada for the following purposes, the following personal information under British Columbia's control about each Active EI Claimant who is receiving assistance under British Columbia Benefits:

(a) to ensure that Active EI Claimants continue to receive the insurance benefits under Part I of the *EI Act* to which they are entitled while participating in British Columbia Benefits (for purposes of section 25 of the *EI Act*):

- name
- social insurance number
- provincial office/catchment code
- intervention type (e.g. training, job creation, self-employment)
- training ID (for training interventions)
- institution code, (if available)
- start week(s)/date(s) of intervention
- end week(s)/date(s) of intervention
- intervention break start week/date
- intervention break end week/date
- authorization for absence from Canada during intervention, with dates, if applicable agreement/file number (if available)
- apprentice indicator
- no claimant report code (for apprentices) rate (EI Part II)

(b) to allow Canada to verify the ongoing eligibility of Active EI Claimants for, or entitlement to, insurance benefits under Part I of the *EI Act* (for the purposes of sections 25 and 27 of the *EI Act*):

- name
- social insurance number
- intervention type
- date for absence from or for leaving the intervention prior to completion
- reason for absence from, for departure, for abandoning, or for cancelling participation in the intervention, if known

(c) to allow Canada to determine the eligibility for, or entitlement to, employment insurance benefits under Part I of the *EI Act* of an individual who is authorized by British Columbia to quit their job in order to participate in a British Columbia Benefit (for the purposes of section 25 of the *EI Act*):

- name
- social insurance number
- date on which the individual is authorized to quit their job/British Columbia's authorization takes effect (last day of work)
- start date of participation in a British Columbia Benefit, and rationale if more than two weeks after last day of work

- name and signature of designated authority, with signature date

4.3 Where available, British Columbia will provide to Canada the following personal information under British Columbia's control:

- about each EI Client who is participating in BC Benefits and Measures, and
- for each non-insured participant (who is not an EI Client) who is participating in BC Benefits and Measures,

for the purpose of assisting Canada in monitoring, assessing and evaluating the effectiveness of the assistance provided by British Columbia under BC Benefits and Measures, which Canada is required to do under Articles 9 and 11 of this Agreement:

- name
- social insurance number
- address
- postal code
- telephone number
- Email address
- date of birth
- gender
- marital status
- number of dependents
- disability status
- indigenous identity
- immigration status
- immigration year
- visible minority status
- highest level of education
- federal official language of choice
- federal official language of service
- employment status
- precarious employment status
- provincial/catchment office code
- intervention code
- Intervention name
- intervention start date
- intervention end date
- intervention outcome
- Credential/certificate earned
- National Occupational Classification
- action plan start date
- action plan end date
- action plan outcome
- action plan outcome date
- increase in literacy and essential skills

The above information will be updated by British Columbia on a monthly basis, or (for periodic evaluations) upon request when available.

4.4 For the purposes of detecting overpayments of insurance benefits under Part I of the *EI Act*, due to error, misrepresentation or fraud, to an individual or individuals who are participating in, or have participated in British Columbia Benefits funded under this Agreement, British Columbia will provide to Canada upon written request on a per individual basis, any or all of the following personal information under British Columbia's control about an individual:

- name
- social insurance number
- birth date
- address
- postal code
- telephone number
- reason for separation from employment, if known (pre-intervention)
- whether or not the client reported for an interview as directed
- interview details (counsellor seen/scheduled to be seen, date, time and location of interview)
- method used to direct client to report
- reasons for not reporting
- reason client is not capable of work/intervention/service
- reason client is not available for work/intervention/service
- authorization for absence from Canada during intervention, with dates, if applicable
- date(s) absent from Canada/area without authorization
- reason absent from Canada/area without authorization
- intervention type (e.g. training, job creation, self-employment)
- training ID (for training interventions)
- institution code (if available)
- start week(s)/date(s) of intervention
- end week(s)/date(s) of intervention
- intervention break start week/date
- intervention break end week/date
- agreement/file number
- apprentice indicator
- rate (EI Part II)
- total number of weeks paid (EI Part II)
- last week paid (EI Part II)
- payment indicator for each EI Part II payment referenced
- reason for withdrawal from British Columbia Benefits
- reason for termination from British Columbia Benefits
- reason earnings not reported to Canada during the weeks they were earned (if known)
- date of return to work
- employer name and address
- employer telephone number
- explanatory messages

4.5 British Columbia may also, on its own initiative, provide to Canada the information listed in section 4.4 about any individual who has received or is receiving:

- (a) assistance under British Columbia Benefits to which British Columbia suspects the individual was/is not entitled; and/or
- (b) insurance benefits under Part I of the *EI Act* to which British Columbia suspects the individual was/is not entitled.

4.6 Following amendments to the *EI Act*, British Columbia will provide to Canada any or all of the following personal information under British Columbia's control in respect of each individual who is receiving or has recently received financial assistance while participating in British Columbia Benefits, in order for Canada to determine which of these individuals is receiving or has recently received Part I benefits under the *EI Act*, which in turn will assist British Columbia in communicating with the client and/or in determining whether any revisions to British Columbia's financial assistance are required:

- name
- social insurance number
- address
- postal code
- start week(s)/date(s) of British Columbia Benefits intervention
- end week(s)/date(s) of British Columbia Benefits intervention

4.7 British Columbia will provide to Canada the following personal information under British Columbia's control on the results of British Columbia's efforts to contact the individuals identified by Canada under section 3.5 of this Annex, for the purpose of assisting Canada in assessing the impact of those efforts in facilitating each individual's return to work, and verifying the individual's ongoing eligibility for, or entitlement to, employment insurance benefits under Part I of the *EI Act*:

- social insurance number
- date of successful contact
- results of contact
- date of scheduled interview with a designated official or case manager (if applicable)
- reason why the client did not appear for the scheduled interview (if applicable)
- comments

5.0 Security Requirements for user Identity and Access Management

5.1 In the context of allowing a British Columbia employee to access Canada's systems and personal information held by Canada, British Columbia will provide to Canada a written description of its policies and procedures relating to performing and managing Personnel Security Screening Checks (PSSC) when assigning an employee to a position that deals with personal information.

- 5.2 In accordance with the legislative, regulatory and policy requirements of their employer, British Columbia employees who access personal information provided by the other party under this Agreement must obtain and retain a personnel security screening level that is commensurate with the handling of personal information.
- 5.3 The parties will ensure that only authorized individuals have access to and use of the personal information exchanged under this Agreement and only as is required for the performance of their duties under this Agreement.
- 5.4 British Columbia will conduct PSSC of their employees and contractor's employees based on standards similar or equivalent to those of the Government of Canada. British Columbia PSSC will include a nation-wide criminal records check. Once British Columbia has completed the PSSC for its own or a contractor's employees, British Columbia will retain a copy of the PSSC and the individual's signed written consent to initiate the PSSC.
- 5.5 British Columbia will provide an annual attestation that a valid PSSC for each of their employees is on file and that any risks identified during the screening process have been discussed with the other party prior to granting access. British Columbia will retain, and upon request will provide to Canada, the following personal and non-personal information under its control for each British Columbia employee who requires access to Canada's systems and information, and who has completed the PSSC:
- name, including middle name
 - date of the Personnel Security Screening Check completion
 - name of approving authority
 - position of approving authority
 - signature of approving authority, with date
- 5.6 Once a Personnel Security Screening Level has been granted, it remains valid for 10 years, provided there has not been a break in employment for a period of more than 1 year. British Columbia will conduct a new Personnel Security Screening Check for their Authorized Users at least every 10 years (or more frequently, if required under British Columbia's policy), in order to update the Personnel Security Screening Level of their Authorized Users. ESDC may suspend system access for Authorized Users whose Personnel Security Screening Level expires, until such time as their Personnel Security Screening Level is renewed.
- 5.7 British Columbia will promptly inform Canada when a British Columbia employee ceases to need access to any of Canada's systems.

6.0 Information protection and security

- 6.1 All personal information obtained under this Agreement shall be collected, used, maintained, stored, retained, disclosed, destroyed or disposed of and otherwise administered and protected in accordance with all applicable legislation. Personal Information is to be safeguarded at a high level of protection to ensure the integrity, privacy and security of the disclosure process.

- 6.2 In the event of a breach or incident involving personal information that was accessed or collected from the other party, the party responsible for the privacy breach or incident will promptly notify the other party and follow the process described in Appendix A.

7.0 Mode of Information Exchange

- 7.1 Canada and British Columbia have entered into a separate service level agreement outlining systems and security requirements.
- 7.2 Unless otherwise specified in this Agreement, personal Information and reports covered by this Annex will be provided by each party in a mutually agreed format, frequency and manner.
- 7.3 Canada and British Columbia agree to notify each other within a reasonable time of any change affecting communication protocols or methods, data bank access procedures or systems. The parties agree to participate in compatibility tests when changes are made to such protocols, methods or procedures.
- 7.4 British Columbia may request improvements to Canada's applications used by British Columbia. If deemed appropriate, suggested improvements will be taken into account in Canada's priority-setting process. Nothing in this clause limits the development activities that must be pursued by both parties in order to ensure personal information exchange between the two organizations.
- 7.5 Canada agrees to inform British Columbia, in a timely manner, in accordance with the procedures agreed upon by both parties, of any new federal application or any new version of a federal application that is relevant to this Annex.
- 7.6 Canada and British Columbia are committed to ensuring that the personal information they provide to each other under this Annex is reliable and is provided in a timely, secure, and confidential manner, and they agree to work together in achieving this goal.

8.0 Confidentiality, Use and Disclosure

- 8.1 Canada and British Columbia undertake to use their best efforts to fully maintain and protect the confidentiality of the personal information they receive under this Annex.
- 8.2 Subject to sections 8.3 and 8.4, Canada and British Columbia shall not, in respect of any personal information they obtain from each other under this Annex:
- (a) use that information for a purpose other than that for which it was respectively provided to them; and
 - (b) disclose that information to any person or body for a purpose other than that for which it was respectively provided to them.
- 8.3 Canada and British Columbia may use personal information they obtain from each other under this Annex for a purpose other than that for which it was obtained:
- (a) with the written consent of the individual to whom that information relates;

- (b) if authorized by legislation, with the written consent of the party that provided the information; or
- (c) if required by legislation.

8.4 Canada and British Columbia may disclose personal information they obtain from each other under this Annex to any person or body for any purpose:

- (a) with the written consent of the individual to whom that information relates;
- (b) in a form that cannot reasonably be expected to identify the individual to whom that information relates; or
- (c) if required by legislation.

8.5 Unless otherwise required by law or authorized in writing by the other party and subject to section 8.2, a party shall not disclose any personal information, obtained from the other party under this Annex, to a third party for a purpose authorized herein unless there is a written agreement between that party and the third party imposing upon the third party obligations that are the same as those imposed upon that party under this Annex with respect to the protection of this information.

8.5.1 For the purpose of section 8.5, a “third party” does not include Shared Services Canada, a department of the Government of Canada established under section 4 of the *Shared Services Canada Act*, S.C. 2012, c. 19, s.117, responsible for the provision of information technology (IT) infrastructure services to Canada, that may include e-mail, data center (servers) and network services.

8.6 British Columbia acknowledges that it is an offence under section 42 of the *DESD Act* for anyone to knowingly make available information that is privileged thereunder or to knowingly use or allow such information to be used otherwise than in accordance with that Act. British Columbia acknowledges that this provision applies to employees of British Columbia and third parties to whom the information is disclosed.

8.7 In the event of a request under Canada’s *Access to Information Act* or *Privacy Act* for personal information obtained from British Columbia under this Annex, Canada agrees to consult, when required, with British Columbia prior to any disclosure of such information. In the event of a request under British Columbia’s *Freedom of Information and Protection of Privacy Act* for information obtained from Canada under this Annex, British Columbia agrees to consult, when required, with Canada prior to any disclosure of such information. No consultation obligation referred to in this section will be construed as limiting any legal duty in respect of any disclosure referred to in this section.

9.0 Costs

9.1 Costs incurred by a party in carrying out its obligations under this Annex will be the responsibility of that party.

10.0 Information Management

10.1 The personal information exchanged under this Annex shall be collected, used, maintained, stored, retained, disclosed, destroyed or disposed of and otherwise administered and protected in accordance with:

- (a) in the case of Canada, the *Privacy Act*, the *DESD Act*, the *EI Act*, the *Library and Archives of Canada Act*, and regulations thereto, and any other applicable federal legislation, the Government of Canada's Policy on Government Security, the Electronic Documents and Records Management Solutions Standard, as well as all applicable federal and departmental policies, protocols, operating directives, and guidelines, governing the administrative, technical and physical safeguarding and disposal of the personal information; and,
- (b) in the case of British Columbia, the *Freedom of Information and Protection of Privacy Act* and *Information Management Act* and regulations thereto, as well as all applicable provincial and departmental policies, protocols, operating directives, and guidelines, governing the administrative, technical and physical safeguarding and disposal of the personal information.

10.2 Each party will internally investigate all cases where they have reasonable grounds to believe that any of the conditions set out in this Annex have been or are likely to be breached. This includes any cases where it is alleged, suspected, or there is evidence, that there has been unauthorized collection, access, use, disclosure, modification, disposal or destruction of the personal information exchanged under this Annex, modification of a permitted use, misuse, or breach of confidentiality, or any incident which might jeopardize or has jeopardized the security or integrity of the parties' respective computer systems or networks used to access and transmit the personal information, as outlined in Appendix A to this Annex.

10.3 The parties will comply with their respective policies related to the conducting of privacy impact assessments (PIA) and threat and risk assessments (TRA) covering the exchange of personal information under this Annex. When one party is conducting a PIA or TRA, the other party will provide information upon request related to their policies and procedures for managing the personal information provided by the first party, in order to facilitate the completion of the assessment. When the PIA or TRA is completed, the parties agree to provide a copy of the relevant portions of the related reports to each other.

10.3.1 Where issues are identified in either the PIA or the TRA, the parties agree to work together to address the issues.

10.3.2 When an issue cannot be resolved to the satisfaction of the other party, it shall be referred to the Designated Officials, in accordance with 21.3 of this Agreement.

10.4 The parties will periodically audit their respective information management practices and procedures in the context of this Annex, to ensure:

- (a) compliance with the requirements of section 10.1; and
- (b) the security, confidentiality and integrity of the personal information exchanged under this Annex.

- 10.4.1 The methodology and format of such audits will be mutually agreed upon.
- 10.4.2 The parties agree to provide a copy of their respective audit reports and management/corrective action plans to each other.
- 10.4.3 Where deficiencies in a party's information management practices affecting compliance with the requirements of section 8.1 or the security, confidentiality and integrity of information exchanged under this Annex are identified in an audit report, the party concerned shall take appropriate corrective action to remedy these deficiencies.
- 10.4.4 The parties agree to notify the other party of the actions taken to address any such deficiencies.

11.0 Accuracy of Information

- 11.1 Each party will use its best efforts to ensure the completeness and accuracy of the personal information provided to the other under this Annex. However, it is understood and agreed that they cannot guarantee its accuracy and completeness and will, therefore, not be held responsible by the other party for any damage resulting from the transmission or use of any information that is inaccurate or incomplete.

12.0 Personal Information Collection, Storage and Access

- 12.1 Except as may be permitted by British Columbia's *Freedom of Information and Protection of Privacy Act*, personal information (as defined therein) in British Columbia's custody or under British Columbia's control may only be stored or accessed in Canada.
- 12.2 Canada and British Columbia will cooperate to ensure that the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act* are respected.

13.0 General

- 13.1 This Annex can be modified with the written consent of both Parties.

Appendix A

PRIVACY BREACH REQUIREMENTS

- A.1 In the event of a security incident involving personal information or privacy breach, which for the purpose of this Agreement includes unauthorized access to or collection, use, disclosure, deletion, disposal or destruction of information, the party responsible for the privacy breach shall:
- (a) take immediate and reasonable steps to contain or limit the privacy breach (unauthorized access, use, disclosure, modification, destruction, disposal, misuse, or breach of confidentiality, or computer or network security breach), including but not limited to: stopping the unauthorized practice; recovering the records or personal information, where possible; shutting down access to information systems; revoking or changing computer and other access codes or correcting weaknesses in physical and/or IT security;
 - (b) promptly investigate the cause of the privacy breach;
 - (c) notify the other party;
 - (d) notify the appropriate authorities if criminal activity is suspected;
 - (e) notify the affected individual(s) whose personal information was inappropriately disclosed;
 - (f) cooperate with the other party and its Information and/or Privacy Commissioner and its contractors and auditors in any investigation into or audit of the events;
 - (g) following the investigation, provide a detailed written report of the circumstances related to any unauthorized access, use, disclosure, modification, destruction, disposal, misuse or breach of confidentiality or computer or network security breach to the other party;
 - (h) take reasonable steps requested by the other party to address the current situation or prevent a reoccurrence; and
 - (i) notify the other party of any remedial actions taken.
- A.2 Upon being notified, of an instance of unauthorized access, use, disclosure, modification, misuse or breach of confidentiality, or computer or network security breach, the party so notified may:
- (a) review the steps proposed by the other party to address the current situation or prevent a recurrence of the non-compliance;
 - (b) request that the other party take specific steps to address the current situation or prevent a recurrence; and/or, for serious breaches, suspend the exchange of personal information under this Annex until satisfied that the other party has complied with the Annex and with any reasonable requests made under this subparagraph.

For ESDC

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