

**CANADA-BRITISH COLUMBIA  
LABOUR MARKET AGREEMENT  
FOR PERSONS WITH DISABILITIES**

## **CANADA-BRITISH COLUMBIA LABOUR MARKET AGREEMENT FOR PERSONS WITH DISABILITIES**

This agreement made in duplicate this ..... day of .....

Between the Government of Canada, hereinafter referred to as "Canada", as represented Minister of Employment and Social Development;

And the Government of British Columbia, hereinafter referred to as "British Columbia", as represented by the Minister of Social Development and Social Innovation,

Hereinafter referred to as the "Parties".

**WHEREAS** Canada committed to introduce a new generation of Labour Market Agreements for Persons with Disabilities in Economic Action Plan 2013 to better meet the employment needs of Canadian businesses and improve the employment prospects for persons with disabilities and put stronger accountability regimes in place;

**WHEREAS** Canada and British Columbia agree that it is necessary to support job opportunities for all Canadians, particularly Canadians with disabilities, to help ensure Canada's long-term growth and prosperity;

**WHEREAS** Canada and British Columbia agree that it is essential that persons with disabilities gain and maintain meaningful employment that will help foster their independence;

**WHEREAS** Canada and British Columbia agree that the needs of both persons with disabilities and employers must be addressed in order to improve the employment situation of persons with disabilities;

**WHEREAS** Canada and British Columbia agree that persons with disabilities should have access to employment programming that addresses critical points along the employment cycle to support their successful participation in the labour market;

**WHEREAS** Canada and British Columbia agree that co-operation and partnership between governments, persons with disabilities, community-based organizations, business, labour, Aboriginal, Métis and Inuit peoples and other stakeholders is key to the success of a comprehensive labour market strategy for persons with disabilities;

**WHEREAS** Canada and British Columbia agree that it is essential to demonstrate results to inform program/policy development;

**WHEREAS** Canada and British Columbia wish to work together to improve the labour market prospects of persons with disabilities in full respect of each other's responsibilities;

**WHEREAS** Canada recognizes that the provinces and territories have primary responsibility for the development and delivery of programs and services funded under this Agreement; and,

**WHEREAS** Canada is authorized to enter into this Agreement pursuant to sections 7 and 10 of *Department of Employment and Social Development Act*.

**NOW THEREFORE**, Canada and British Columbia agree as follows:

### **1.0 PURPOSE**

- 1.1. The purpose of this Agreement (hereinafter referred to as "the Agreement") is to set out the terms and conditions on which Canada has agreed to contribute towards the costs of programs and services provided by British Columbia to enhance the employability of persons with disabilities.

### **2.0 PERIOD OF AGREEMENT**

- 2.1. The Agreement shall be in effect from April 1, 2014 and will remain in effect until March 31, 2018 unless terminated earlier in accordance with section 14 of this Agreement. Notwithstanding the termination of this Agreement, the obligations

of British Columbia under sections 7.3 and 8.5 of this Agreement shall survive any termination and shall remain in force until they are satisfied or by their nature expire.

### **3.0 INTERPRETATION**

3.1. Unless otherwise specified, the following definitions shall apply to this Agreement:

"Annual Plan" means the Annual Plan developed by British Columbia under section 7 of this Agreement;

"Eligible Costs" means the costs incurred during a fiscal year by British Columbia in providing the programs and services described in its Annual Plan, which are consistent with the priorities described in Section 5.3 of the Agreement, but does not include:

- a) any costs incurred in the provision of services in respect of a disability which is the result of an injury for which benefits are the responsibility of third parties such as insurance companies or Workers' Compensation Boards, or
- b) any costs which may be cost shared by Canada under any other agreement between Canada and British Columbia or pursuant to any other federal program or federal legislation, or
- c) expenditures above 25% of total cost-matched spending for healthcare-related expenses where healthcare-related expenses are defined as:  
any costs of programs and services that are primarily oriented toward medical treatment which includes the treatment of substance abuse and addictions, personal support services and devices, or
- d) expenditures above 10% of total cost-matched spending for administration.

"Federal Minister" means the Minister of Employment and Social Development or the Minister responsible for any successor department to the Department of Employment and Social Development;

"Fiscal Year" means the period commencing on April 1 of any calendar year and terminating on March 31 of the following calendar year;

"Joint committee" means the bilateral management committee established under section 10;

"Period of the Agreement" means the period specified in section 2.0;

"Programs and Services" means the eligible programs and services provided by British Columbia and identified in British Columbia's Annual Plans; and,

"Provincial Minister" means the Minister of Social Development and Social Innovation or the Minister responsible for any successor department to the Department of Social Development and Social Innovation.

### **4.0 GOAL AND OBJECTIVES**

4.1. The overarching goal of the Agreement is to improve the employment outcomes of persons with disabilities. To attain this goal, the following objectives will be pursued:

- Enhancing the employability of persons with disabilities;
- Increasing the employment opportunities available to persons with disabilities, by better addressing employer needs and encouraging employers to remove barriers faced by persons with disabilities; and
- Demonstrating the best possible results for Canadians on these investments as evidenced by enhanced employability and increased labour market participation of persons with disabilities.

## **5.0 PRIORITY AREAS**

- 5.1. Employment programs and services funded under this Agreement will be consistent with one or more of the priority areas outlined below. British Columbia is also responsible for engaging employers and disability community organizations on an annual basis to identify key labour market barriers and opportunities for persons with disabilities and to set additional priorities for programming under this Agreement in their jurisdiction.
- 5.2. Interventions will recognize the unique labour market challenges faced by persons with disabilities. For this reason, the distinct needs of each individual with a disability will be considered in determining the set of interventions required to support the preparation for, and economic participation in, the labour market.
- 5.3. Eligible programs and services funded under this Agreement must fall under the following priority areas:
  - **Education and Training:** Improve the level of basic and post-secondary education and work-related skills for persons with disabilities.
  - **Employment Participation:** Improve the labour market situation and independence of persons with disabilities through employment-related activities, with an increased focus on work experience for youth with disabilities.
  - **Employment Opportunities:** Expand the availability, accessibility and quality of employment opportunities for persons with disabilities, in partnership with business and labour.
  - **Connecting Employers and Persons with Disabilities:** Enhance employer awareness of the abilities and availability of persons with disabilities and strengthen persons with disabilities' knowledge of labour market opportunities.
  - **Building Knowledge:** Enhance the knowledge base to support continuous improvement of labour market policies and programs for persons with disabilities, e.g., through the sharing of best practices and increased engagement of employers and disability organizations in program design.

## **6.0 STAKEHOLDER ENGAGEMENT**

- 6.1. British Columbia agrees to engage employers, including employer groups or associations, and disability community stakeholders through a formal transparent planning process to identify key labour market barriers and opportunities for persons with disabilities, and set corresponding priorities for programming.
- 6.2. This process will take place prior to the start of each fiscal year in order to assist British Columbia in setting annual priorities. British Columbia will report on the process for engagement in its Annual Plan and on the results of engagement in Annual Reports.

## **7.0 ANNUAL PLAN, STATEMENT OF EXPENDITURES AND ANNUAL REPORT**

- 7.1. On or before April 30 of each fiscal year during the period of the Agreement, British Columbia shall forward to Canada an Annual Plan for that fiscal year. Each Annual Plan shall include:
  - a) A brief description of British Columbia's programs and services;
  - b) A brief description of how the programs and services are consistent with the priorities for the participation of persons with disabilities in the labour market as set out in Section 5.0 of this Agreement;
  - c) Additional priorities developed through formal consultation with stakeholders may also be included;
  - d) The projected expenditures for each program and service by priority area;
  - e) Expected results for each program with targets for planned activities. At a minimum, British Columbia agrees to provide targets for numbers of clients served;
  - f) A description of consultation process employed in setting annual priorities (including stakeholder recommendations);
  - g) A description of programs that focus on youth with disabilities; and

- h) An environmental scan briefly outlining the labour market challenges in British Columbia, particularly labour market challenges that affect persons with disabilities.
- 7.2. In keeping with the commitments in this Agreement relating to accountability and reporting, the Annual Plan shall also include reporting plans and evaluation plans on programs expected to be evaluated in the upcoming year.
- 7.3. Within one year after the end of each fiscal year, British Columbia will provide an audited financial statement to Canada setting out the amount of its expenditures on eligible costs incurred in relation to each specific program or service described in its Annual Plan. This annual Statement of Expenditures shall contain the individual costs for each of the programs and services outlined in the Annual Plan and be certified by the provincial auditor or a designated auditor acceptable to the parties.
- 7.4. Canada will review the Statement of Expenditures referred to in section 7.3 within three months of receiving it.
- 7.5. In December of each fiscal year during the period of the Agreement, British Columbia shall forward to Canada and share with the public an Annual Report as further described in Appendix A.

## **8.0 PAYMENT ARRANGEMENTS**

- 8.1. Subject to the terms and conditions of this Agreement, Canada agrees to make a contribution to British Columbia in each fiscal year during the period of this Agreement, for a maximum of \$30,744,084.90.
- 8.2. Any payment under this Agreement is subject to there being an appropriation of funds by Canada's Parliament for the fiscal year in which the payment is to be made.
- 8.3. Subject to sub-sections 8.5 and 8.6 and 8.7, on or about May 15 of each fiscal year, Canada will make a single advance payment to British Columbia based on Canada's share, as determined under section 8.1, of British Columbia's total projected expenditures on its eligible programs and services, as set out in its Annual Plan for the fiscal year.
- 8.4. British Columbia will be required to equal Canada's contribution for the total suite of eligible programs and services outlined in section 5.3. Canada will contribute the amount referenced in section 8.1 each fiscal year to British Columbia for all eligible programs and services funded under the Agreement and British Columbia will contribute the same amount for all programs and services funded under the Agreement. Any additional spending on programs and services above this amount will not be subject to this Agreement.
- 8.5. If the audited Statement of Expenditures demonstrates that British Columbia failed to match Canada's contribution, the difference will be considered a debt owing to Canada and will be recovered from advances not yet paid to British Columbia for any remaining years under this Agreement or in such other manner as determined by Canada.
- 8.6. Within the combined contribution, any amount that British Columbia claims in excess of 25% of the combined contribution on healthcare-related expenses or any amount that British Columbia claims in excess of 10% of the combined contribution on administrative costs is not eligible for funding under 8.1 of this agreement. If an audited Statement of Expenditures demonstrates that British Columbia claimed in excess of 25% of the combined contribution on healthcare-related expenses, or in excess of 10% of the combined contribution on administrative costs, those excess amounts will be considered a debt owing to Canada and will be recovered from advances not yet paid to British Columbia for any remaining years under this Agreement or in such other manner as determined by Canada.
- 8.7. Canada may withhold British Columbia's annual payment if British Columbia fails to provide an Annual Plan, Statement of Expenditures or Annual Report in accordance with section 7.0, or meet the accountability provisions set out in Appendix A. Canada will release any withheld funding once British Columbia

has provided the Annual Plan, Statement of Expenditures, Annual Report, or met the accountability provisions.

- 8.8. British Columbia will not be allowed to carry forward funding between the years of the Agreement.

## **9.0 ACCOUNTABILITY**

- 9.1. British Columbia agrees to comply with the Accountability Framework for the funding provided under this Agreement set out in Appendix A which contains the requirements related to reporting on performance measures and evaluation.

## **10.0 GOVERNANCE**

- 10.1. To support the Agreement, a joint management committee will be established between British Columbia and Canada, as set out in Appendix B, to engage in regular discussions around priority setting, policy and program design, including employer engagement, sharing of best practices, accountability and evaluation activities.

## **11.0 PUBLIC ACKNOWLEDGEMENT OF FEDERAL FUNDING**

- 11.1. British Columbia commits to public acknowledgement of federal funding, in particular, on signs, written materials, program advertisements and Annual Reports.

## **12.0 DISPUTE RESOLUTION**

- 12.1. Canada and British Columbia are committed to working together and avoiding disputes through government-to-government information exchange, advance notice, early consultation, and discussion, clarification and resolution of issues, as they arise.
- 12.2. If at any time either Canada or British Columbia is of the opinion that the other party has failed to comply with any of its obligations or undertakings under this Agreement, Canada or British Columbia, as the case may be, shall notify the other party in writing of the issue. Upon such notice, Canada and British Columbia will endeavour to resolve the issue in dispute bilaterally through their Designated Officials.
- 12.3. If the dispute referred to in subsection (2) cannot be resolved by Designated Officials within 60 days, then the dispute will be referred to the Deputy Minister of Employment and Social Development and the Deputy Minister of Social Development and Social Innovation, and if it cannot be resolved by them, then Canada's Minister of Employment and Social Development and British Columbia's Minister of Social Development and Social Innovation shall endeavor to resolve the dispute.

## **13.0 AMENDMENTS TO THE AGREEMENT**

- 13.1. This Agreement may be amended or renewed at any time by mutual consent of the Parties. To be valid, any amendment shall be in writing and signed, in the case of Canada by the federal Minister, and in the case of British Columbia by the British Columbia Minister.
- 13.2. Notwithstanding section 13.1, Appendices A and B may be amended by the mutual consent of each Party's representatives designated hereinafter or of holders of equivalent positions in any successor department. Any amendment, to be valid, shall be in writing and signed:
- a) in the case of Canada, by the Senior Assistant Deputy Minister, Skills and Employment Branch, Department of Employment and Social Development, duly authorized by the federal Minister ; and
  - b) in the case of British Columbia, by the Assistant Deputy Minister, Research, Innovation and Policy Division, Ministry of Social Development and Social Innovation.

## **14.0 TERMINATION**

- 14.1. Either Party may terminate the Agreement at any time without cause by giving the other Party twelve months' written notice of intention to terminate.

## **15.0 EQUALITY OF TREATMENT**

- 15.1. If a province other than British Columbia enters into a Labour Market Agreement for Persons with Disabilities with Canada, or an amendment to such an agreement, and British Columbia determines that an applicable provision of that agreement, or amending agreement, is more favourable to that province than the Agreement is to British Columbia, Canada agrees, if requested to do so by British Columbia, to amend the Agreement in order to afford similar treatment to British Columbia. Such an amendment shall be retroactive to the date on which the Labour Market Agreement for Persons with Disabilities between Canada and the other province comes into force.
- 15.2. Canada will make publicly available up-to-date Labour Market Agreements for Persons with Disabilities entered into with all provinces and territories, including any amendments, by posting them on a Government of Canada website.

## **16.0 OFFICIAL LANGUAGES**

- 16.1. In developing and delivering its programs and services, British Columbia agrees to take into account the needs of the official language minority community in British Columbia.
- 16.2. British Columbia also agrees to ensure that where there is a significant demand for services or for assistance under the programs being funded under this Agreement in either official language, individuals can obtain such services or assistance in that official language. In determining the areas of British Columbia where there would be considered to be a "significant demand", British Columbia agrees to use as a guideline the criteria for determining what constitutes "significant demand" for communications with, and services from, an office of a federal institution as set out in the Official Languages (Communications with and Services to the Public) Regulations made pursuant to Canada's *Official Languages Act*.

## **17.0 GENERAL**

- 17.1. Canada and British Columbia shall notify each other as soon as possible of any changes to their respective legislation, regulations or policies that would have an impact on this Agreement.
- 17.2. No Member of Parliament of Canada or of the Legislature of British Columbia shall be admitted to any share or part of any contract, agreement, or commission made pursuant to this Agreement, or to any benefit arising therefrom.
- 17.3. This Agreement including the appendices constitutes the entire Agreement entered into by Canada and British Columbia and supersedes all previous negotiations and documents relating thereto.

## **18.0 NOTICE**

- 18.1. The address for notice or communication to the federal Minister shall be:

The Honourable Jason Kenney, P.C.  
Minister of Employment and Social Development  
140 Promenade du Portage  
Gatineau, Quebec K1A 0J9

- 18.2. The address for notice or communication to the provincial Minister shall be:

The Honourable Don McRae, M.L.A.  
Minister of Social Development and Social Innovation  
Government of British Columbia  
PO Box 9058, Stn Prov Govt  
Victoria, British Columbia V8W 9E1

SIGNED on behalf of Her Majesty  
the Queen in Right of Canada

at Ottawa this 23<sup>rd</sup> day  
of May, 2014

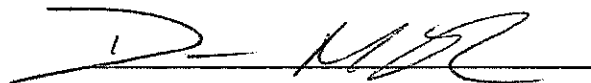
  
\_\_\_\_\_  
Minister of Employment and Social  
Development

In the Presence of

  
\_\_\_\_\_

SIGNED on behalf of Her Majesty  
the Queen in Right of British  
Columbia

at Victoria this 30 day  
of April, 2014

  
\_\_\_\_\_

Minister of Social Development and  
Social Innovation

In the Presence of

  
\_\_\_\_\_



## **APPENDIX A: ACCOUNTABILITY AND PERFORMANCE MEASUREMENT**

Governments recognize the important role that accountability plays in an effective, long-term approach towards reaching our shared goal of improving the labour market situation of persons with disabilities. Public reporting forms the basis of accountability under this Agreement.

Measuring and reporting on performance indicators and undertaking evaluation activities are crucial to assessing progress towards enhancing program effectiveness and ultimately improving the employment situation of persons with disabilities.

Accountability activities will be guided by:

- Partnership and cooperation;
- Transparency and commitment to public reporting;
- A focus on results; and,
- Commitment to continual improvement based on evaluation and reporting, feedback from stakeholders and the public.

British Columbia agrees to begin reporting annually on the performance indicators below beginning in 2014-2015. Following a one-year transition period (2014-2015), reporting on all indicators will be required in BC's Annual Report for 2015-2016. An additional transition year will be provided, if necessary, for jointly agreed upon indicators only, with complete reporting on all indicators required in BC's Annual Report for 2016- 2017. Any exceptions to reporting on these indicators will be jointly agreed to by British Columbia and Canada.

British Columbia will release its Annual Report publicly in December to coincide with the International Day of Disabled Persons and make its report widely available to the public, including by posting on the Internet.

### **REPORTING ON PERFORMANCE INDICATORS**

British Columbia will report annually to citizens on programs and services funded under this framework to demonstrate the activities undertaken to improve the employment situation of persons with disabilities.

British Columbia will also submit their Annual Report to Canada. Canada will then produce an aggregate report of all provincial and territorial results.

Reporting under this initiative will include descriptions of the programming, funding spent, reporting on program performance indicators and progress against targets. British Columbia will specifically include activities targeted to youth with disabilities in the Annual Report.

British Columbia will include the results of the engagement process with the disability community and employers, as well as the actions taken, in annual reports.

Reports will include all of the performance indicators listed below. British Columbia and Canada agree that the collection of data will be based on commonly accepted data collection designs and methodologies to ensure that indicator reporting is reliable and credible. A multilateral workshop, including officials from the Government of Canada and all provinces and territories, will be held early in 2014-2015. In this workshop, jurisdictions will work together to define and specify the level of data for each of the indicators to be included in Annual Reports beginning in 2015-16 and for the remainder of this agreement.

#### **Client profile indicators:**

- Number of clients served by intervention type;
- For those unemployed pre-intervention, number of clients by pre-intervention hours worked, hourly earnings, education, gender, age; and,
- For those employed pre-intervention, number of clients by pre-intervention hours worked, hourly earnings, education, gender, age.

## **Client outcomes and impact indicators:**

### ***Enhanced employability***

- Proportion who indicate they are prepared for new or better employment as a result of intervention, by intervention type;
- Proportion who earn credentials/certification as a result of intervention, by intervention type; and,
- Proportion who indicate career advancement (e.g., promotion, increased responsibilities) as a result of intervention, by intervention type.

### ***Employment***

- For those unemployed pre-intervention, proportion of clients by employment status at 3 and 12 months post-intervention (employed/unemployed, hours worked, hourly earnings), by intervention;
- For those employed pre-intervention, proportion of clients by employment status at 3 and 12 months post-intervention (employed/unemployed, hours worked, hourly earnings), by intervention type;
- Proportion of clients indicating employment is closely related to educational background / work undertaken during intervention; and,
- Proportion of clients satisfied with intervention, by intervention type.

British Columbia may choose to report on additional indicators as appropriate.

## **EVALUATION**

Governments recognize the importance of evaluating programs and services supported under the Agreement to help determine impacts and outcomes. Provinces and territories have responsibility for developing evaluation plans and undertaking evaluations for their programs and services in consultation with Canada.

British Columbia agrees to undertake evaluation of key programs and services which are funded under the Agreement using commonly accepted research designs and methodologies to ensure that evaluation activities are reliable and credible, and can be used to determine sound program and service outcomes. Evaluations can focus both on how well programs are being implemented and how well they are achieving their stated objectives.

Programs to be evaluated will be agreed upon jointly by Canada and British Columbia to ensure that the proportion of programs is sufficient to draw meaningful conclusions. Discussions on evaluation activities will take place through the bilateral joint management committee for Labour Market Agreement for Persons with Disabilities (LMAPD).

British Columbia will produce a schedule of evaluations to be completed over the next five years and will share it with Canada by April 30, 2015.

Evaluations will be conducted in British Columbia to measure short- and medium- term outcomes for programs prior to 2018 and the results of the evaluations will be shared with the public and Canada.

## **APPENDIX B: KEY PRINCIPLES TO GUIDE THE ESTABLISHMENT OF THE CANADA-BRITISH COLUMBIA LABOUR MARKET AGREEMENT FOR PERSONS WITH DISABILITIES BILATERAL JOINT MANAGEMENT COMMITTEE**

Canada and British Columbia agree to establish a bilateral joint management committee composed of representatives of Canada and British Columbia. The joint management committee's role is to:

- a) Oversee the implementation and administration of the Labour Market Agreement for Persons with Disabilities (LMAPD);
- b) Serve as the official forum for ongoing information exchange on labour market issues affecting persons with disabilities;
- c) Co-ordinate with other federal-provincial/territorial committees which address labour market issues in order to ensure a coherent and coordinated approach to program policy and service delivery;
- d) Serve as a forum for discussions around priority setting, policy and program design, including employer engagement, sharing of best practices and accountability under the LMAPD;
- e) Review British Columbia's LMAPD Annual Plan, including processes for stakeholder engagement and results targets;
- f) Where appropriate, review and recommend amendments to the appendices of the LMAPD (for approval and signature by the Designated Officials);
- g) Review British Columbia's proposed evaluation activities to ensure that the proportion of programs that British Columbia evaluates is sufficient to draw meaningful conclusions;
- h) Jointly develop an evaluation framework to support British Columbia's evaluations of LMAPD programs;
- i) Discuss the implementation of recommendations from evaluation findings and reports;
- j) Resolve any disputes that may arise concerning the application of the Agreement; and,
- k) [PLACEMARKER: other items as agreed to by Canada and British Columbia.]

### **Membership**

Formal membership to be agreed to by Designated Officials (Senior Assistant Deputy Minister, Skills and Employment Branch, Employment and Social Development Canada (ESDC) and Assistant Deputy Minister, Research, Innovation and Policy Division, Ministry of Social Development and Social Innovation SDSI).

### **Meeting Administration**

Meeting administration to be agreed to by Designated Officials (Senior Assistant Deputy Minister, Skills and Employment Branch, ESDC, and Assistant Deputy Minister, Research, Innovation and Policy Division, SDSI).

### **Key Points of Contact:**

- Director, Youth and Employment Programs for Persons with Disabilities, ESDC
- Director, Employment and Inclusion, SDSI

