

**Citizenship and Immigration Canada –British Columbia
Transition Settlement Agreement 2014-16
(this "Agreement")**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Citizenship and Immigration
(hereinafter referred to as "Canada")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, as represented by
the Minister of Jobs, Tourism and Skills Training (hereinafter
called "BC")

BACKGROUND

WHEREAS:

- A. Canada and BC share an interest in welcoming newcomers to Canada and supporting them in becoming active, productive, connected contributors to Canadian society.
- B. The parties entered into the Canada-British Columbia Immigration Agreement 2010 (the "CBCI Agreement") on April 8th, 2010.
- C. Pursuant to s. 8.5 of Annex A of the CBCI Agreement, on April 12, 2012 Canada gave BC notice of its termination of Annex A of the CBCI Agreement to be effective as of April 12, 2014.
- D. The parties wish to enter into a Transition Settlement Agreement with respect to settlement services to facilitate a smooth transition and govern the relationship between the parties for the period April 1, 2014 to March 31, 2016.

NOW THEREFORE, in consideration of the respective covenants and Agreements hereinafter contained, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

Definitions

"Canada-BC Working Group" means the Canada-BC Working Group which will oversee the successful completion of the transition for the period of this Agreement, and whose membership will include representatives from BC and Canada (CIC BC Regional Office and NHQ representatives).

"Default" means a breach by BC of any of its obligations or of a term or condition under this Agreement.

"Deferred Federal Funding" means all unspent federal funding received by BC under Annex A of the CBCI Agreement, up to and including funding received in the 2013/14 fiscal year, which has been carried forward for use under the terms and conditions of this Agreement and appropriate authorities.

"Files" means all electronic and paper records, that contain client personal and service information collected by service providers of BC who provided settlement services to clients on behalf of Canada, up to and including March 31, 2014; or, personal and service information collected by service providers of BC under section 5 (i-iv, and vii) and section 7 of this Agreement, up to the expiration of BC's administration of those settlement services.

Term

1. This Agreement will govern all settlement relationships between Canada and British Columbia, for the period between April 1, 2014 and April 12, 2014.
2. The term of this Agreement begins on April 1, 2014 and terminates on March 31, 2016 unless otherwise extended, in writing, by the parties or unless sooner terminated in accordance with the provisions of this Agreement.
3. Except as otherwise provided for in this Agreement, in the event of a conflict between provisions of this Agreement and the CBCI Agreement, the provisions of this Agreement will prevail.

General Provisions

4. BC shall continue to administer and report to Canada on the Deferred Federal Funding estimated to be \$27.5M in accordance with the terms and conditions as outlined in this Agreement, including Appendix 1 of this Agreement.
 - i. BC will provide Canada with the final and complete amount of Deferred Federal Funding by July 15, 2014. If additional Deferred Federal funding is confirmed on July 15, 2014, BC will, with the mutual consent of the Canada-BC Working Group, allocate these funds to eligible settlement and integration services for the duration of this Agreement. The services for which the additional funding will be used must be determined no later than September 15, 2014. This Agreement may be amended

accordingly to reflect the additional funding and the services to which it will be allocated.

5. Subject to Section 2 of this Agreement, the Deferred Federal Funding will be used and reported upon as follows:
 - i. BC shall spend Deferred Federal Funding to a maximum of \$3.6M, on the extension of its contracts with each service provider of the Settlement Workers in Schools program from April 1, 2014 until July 31, 2014. Contract extensions allow for the continuity of services for clients of this program in the 2013-14 school year.
 - ii. BC shall spend Deferred Federal Funding to a maximum of \$6.7M to fund Public Post Secondary Institutions for the delivery of language training programs in the fiscal year 2014-15 to assist in addressing financial gaps resulting from the transition of the administration of settlement services from BC back to Canada.
 - iii. BC shall spend Deferred Federal Funding to a maximum of \$10.1M to support the BC Skills Connect Program from April 1, 2014 to March 31, 2015 for eligible clients and activities under CIC Terms and Conditions of the Settlement Program in Appendix 1 of this Agreement. Further, provincial funding to a maximum of \$3.5 M shall be provided and allocated to those program components that are not eligible for federal funding during this period.
 - iv. BC shall spend Deferred Federal Funding to a maximum of \$2M to support EmbraceBC, including the Safe Harbour Program and public education related to EmbraceBC, for the period April 1, 2014 to March 31, 2015.
 - v. BC shall spend Deferred Federal Funding to a maximum of \$700K to support BC administrative costs which would allow BC staff to continue to work on completing the transition of settlement services from BC to Canada.
 - vi. BC shall spend Deferred Federal Funding to a maximum of \$100K on the evaluation of the Vulnerable Immigrant Populations Program. This will include an implementation report to be completed by December 31, 2014; and, an outcomes evaluation report to be completed by March 31, 2015. The evaluation frameworks will be developed in collaboration with CIC and will be developed for the purpose of capturing lessons learned and informing future programming for vulnerable populations. Both reports will be shared with CIC.
 - vii. BC shall spend Deferred Federal Funding to a maximum of \$4.3M on Labour Market programming that addresses service gaps and meets BC's immigration priorities for the period 2014-15.
6. Canada shall negotiate its own contribution agreements with service providers in BC for the continued delivery of Vulnerable Immigrant Populations Program from April 1, 2014 to March 31, 2016.

7. Any remaining Deferred Federal Funding amounts not allocated, nor spent, under the terms of this Agreement in the 2014/15 fiscal year shall be used for services for eligible clients in the Skills Connect Program to a maximum of \$10.1M, under CIC Terms and Conditions of the Settlement Program set out in Appendix 1 in the 2015/16 fiscal year. Remaining Deferred Federal Funds not used for the Skills Connect Program shall be used for other eligible settlement and integration programming that meets BC's immigration priorities for the period 2015/16, and is supported by the Canada-BC Working Group implementing this Agreement.
8. Any Deferred Federal Funding that remains unspent and unaccounted for as of March 31, 2016 would be considered a debt due to Canada and shall be returned by BC to Canada via a cheque made payable to the Receiver General for Canada.
9. BC must provide Canada with an annual report on the use of Deferred Federal Funding and the results achieved for the period covered by this Agreement by July 31st of each year.

The Annual Report will:

- i. Demonstrate that the Deferred Federal Funding was spent in accordance with the terms of this Agreement;
 - ii. Include the elements related to funding by priority/program; projects/agreements entered into with service provider organizations; and provincial spending on joint initiatives. A template will be jointly developed to facilitate this reporting.
10. A Canada-BC Working Group will be established to implement this Agreement. The Working Group will develop a work plan with milestones and deliverables for the period April 1, 2014 to March 31, 2016.
 11. Canada and BC commit to enter into discussions to negotiate a successor settlement arrangement based on the *FPT Multilateral Framework for Bilateral Settlement Partnership to Support Newcomer Integration*, which could be implemented as of April 1, 2016.
 12. In the case of a dispute or disagreement under this Agreement, the respective officials from Canada and BC will attempt to resolve the matter through the sharing of information and communications.
 13. In the event that respective officials from Canada and BC are unable to resolve the dispute or disagreement expeditiously, it will be referred to the Assistant Deputy Minister of the Labour Market and Immigration Division, Ministry of Jobs, Tourism and Skills Training of BC, and to the Assistant Deputy Minister, Strategic and Program Policy, Citizenship and Immigration Canada, accompanied by relevant facts and steps taken to reach resolution. Such procedures will provide equal opportunities for representation by each Party, establish clear time limits, and ensure clarity for the implementation of final decisions. Further, in the event resolution is not reached, the Assistant Deputy Ministers of Canada and BC will jointly determine the process toward resolution.

14. The Government of BC shall, in its agreements with Third Parties regarding the implementation of this Agreement, ensure that such Third Parties indemnify and save harmless Canada and BC, and Canada's and BC's respective officers, servants, employees and agents, from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by or arising directly or indirectly from the implementation of the Program, unless such claims, demands, losses, costs, damages, actions, suits or other proceedings were caused by the willful act or negligence of Canada or BC, or of their respective officers, servants, employees or agents in the performance of their duties.
15. If BC is involved, either in or out of Court, in a proceeding relating to any aspect of this Agreement, BC agrees to notify Canada immediately in writing of the proceeding.
16. In order to support the continuity and uninterrupted service delivery of settlement services to returning clients, BC agrees to provide access to and Canada agrees to collect the following information, which includes personal information, in accordance with the applicable legislation and policies of each party.
 - i. BC agrees to provide Canada and its service providers access to the Files of clients who have received settlement services from BC and its service providers since 2008 and who will continue to receive settlement services from Canada and its service providers beginning April 1, 2014.
 - ii. BC is authorized to provide Canada access to the Files pursuant to section 33.2(a) of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.
 - iii. The purpose for which BC collected the information on the Files was to enable BC and its service providers to provide settlement services to clients under one of BC's settlement programs.
 - iv. Canada and its service providers agree they will continue to use the information on the Files solely for the purposes for which it was originally collected by BC unless otherwise required by law, and Canada will ensure its service providers are bound by this obligation.
 - v. Canada acknowledges that the Files and the information contained therein which were created prior to April 1, 2014, are the property of BC. Additionally, Files created for the Settlement Workers in Schools Program created prior to August 1, 2014 are the property of BC. New files and any additional information collected by Canada and its service providers that is added to a File relating to services provided by Canada through its service providers during the term of this Agreement, is the property of Canada. New files and any additional information collected by BC and its service providers that is added to a File relating to services provided by BC through its service providers during the term of this Agreement, are the property of BC.

- vi. Canada agrees that its access to and use of the information on the Files will be undertaken in accordance with the *Canadian Charter of Rights and Freedoms*, the *Privacy Act*, the *Access to Information Act*, the *Immigration and Refugee Protection Act*, the *Immigration and Refugee Protection Regulations*, the *Citizenship Act*, the *Department of Citizenship and Immigration Act*, the *Library and Archives of Canada Act*, and Canada's security policy and supporting operating directives and guidelines, covering the administrative, technical and physical safeguarding of personal information. In the case of BC, personal information will be disclosed in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.
 - vii. Canada and BC agree that BC does not guarantee the accuracy and completeness of the information on the Files and BC, its employees, officers, officials or agents will not be held responsible by Canada for any damage suffered in any form whatsoever by any person, corporation, or other entity resulting from the transmission or use by Canada of the information on the Files that is incomplete or inaccurate.
 - viii. Canada agrees that the information contained in the Files will not be used for the purpose of conducting surveys or contacting a person to participate in any research unless Canada and its service providers obtain written consent from individual clients to do so.
 - ix. BC will instruct its service providers prior to March 31, 2014 on how BC client Files are to be managed during the transition period.
 - x. Data Transfer and Research Agreements for the purposes of research on long term outcomes of language training participants and Skills Connect participants, are attached as Annexes I and II of this Agreement.
17. In the event of default, Canada shall first consult with BC to find a satisfactory resolution, using the dispute resolution process outlined in sections 12 and 13 of this Agreement, before Canada exercises any of its remedies under this Agreement or under applicable law.
18. In the event that Canada and BC cannot reach a satisfactory resolution pursuant to sections 12 and 13, Canada shall allow BC to remedy the default and shall provide BC with written notice:
- i. of the particulars of the default;
 - ii. of the period of time within which BC is required to remedy the default (such period of time shall be at least thirty (30) days); and
 - iii. that Canada may terminate this Agreement if BC fails to remedy the default to Canada's satisfaction within the time period specified in the notice.
19. Furthermore, in the event of default and termination of this Agreement by Canada, Canada shall recover any amount remaining from the Deferred Federal Funding from BC.

20. The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such a right. Moreover, the partial or limited exercise of a right conferred on Canada by this Agreement shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or under applicable law.
21. Any notices or other written communication between the parties under this Agreement should be sent to the other party as follows:

Address for Canada:

Deputy Minister
Citizenship and Immigration Canada
365 Laurier Avenue West
Ottawa, Ontario K1A 1L1

Address for BC:



Deputy Minister
Ministry of Jobs, Tourism and Skills Training
P.O. Box 9213 Stn. Prov. Govt.
Victoria, British Columbia V8W 9J1

22. This Transition Settlement Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax, each of which when taken together, shall constitute an original Agreement.
23. Amendments
 - i. This Agreement may be amended with the mutual consent of Canada and BC subject to any required approval or authorization, including the approval of the Governor-in-Council.
 - ii. No amendment of or addition to this Agreement shall be valid unless it is in writing and signed by the designated representatives of the Parties.
24. Termination
 - i. Either Party may terminate this Agreement at any time without cause upon providing six (6) months notice to the other Party of the intention to terminate.
 - ii. The termination of an Annex to this Agreement does not affect the continuation of this Agreement. Similarly, the termination of this Agreement does not affect the continuation of an Annex and all provisions of this Agreement necessary to give full force and effect to the intent of the Annexes will survive termination of this Agreement to the extent necessary.
25. Governing law

The Parties agree that, unless otherwise specified in writing in this Agreement, the law of BC shall be the applicable territorial law.

26. The French and English language versions of this Agreement are equally authoritative.

IN WITNESS WHEREOF, this Transition Settlement Agreement has been signed by the parties on the dates written below.

Original signed on the <u>31st</u> day of <u>MARCH</u> , 2014 on behalf of Canada by:	Original signed on the <u>31st</u> day of <u>MARCH</u> , 2014 on behalf of BC by:
Signature: 	Signature: 
Minister Citizenship and Immigration	Minister BC Ministry of Jobs, Tourism and Skills Training

Appendix 1 – Terms and Conditions for the Deferred Federal Funding

1.0 Scope of Settlement and Integration Services

1.1 Settlement and integration services, which are designed, administered and delivered by British Columbia under the term of this Transition Settlement Agreement, may include, but are not limited to, the following:

- a) information and orientation - information products preparation and distribution, orientation and information sessions, promotion and outreach;
- b) language and skills development – language assessment, referrals, and training, including preparation of instructional materials, tools and guidelines, as well as other skills development such as labour market focused language training, and life-skills training;
- c) community connections and sectoral supports – public awareness, cultural awareness, anti-racism initiatives, and community level engagement initiatives, volunteer recruitment and support, newcomer and host matching, immigration portal, immigrant service sectoral supports and professional development;
- d) labour market participation – labour market bridging, job search skills, labour market information, workplace orientation, business activity preparation and mentoring;
- e) support services - reception, interpretation, translation, settlement counseling, provision of enabling services such as child-minding and transportation services to facilitate program access; and
- f) needs assessment – assessment and referrals to federally funded settlement and integration services as well as other relevant services.

2 Eligible Clients

2.1 “Eligible Clients” for federally funded settlement and integration services in British Columbia and, in the case of section 2.1.(d), with respect to those destined for British Columbia are:

- a) permanent residents of Canada;
- b) protected persons as defined in section 95 of the *Immigration and Refugee Protection Regulations* made under the *Immigration and Refugee Protection Act, Statute of Canada, c. 27*;
- c) individuals who have been selected, in Canada, to become permanent residents (pending medical, security and criminal verifications) and who have a proof from

Citizenship and Immigration Canada;

- d) while recognizing federal jurisdiction for programming overseas, and in consultation with Canada, foreign nationals who have been selected overseas to become permanent residents (pending verifications) and who have a proof from Citizenship and Immigration Canada.

2.2 Notwithstanding the above eligibility criteria for direct service delivery, federal settlement funds may be used for initiatives that support the development of welcoming and inclusive communities, including those services referenced in section 1.1(c) of this Appendix.

3.0 British Columbia shall:

- 3.1 a) ensure all communications materials referring to projects funded under this Agreement will clearly acknowledge the contribution made by Canada through the inclusion of the "Canada" wordmark and/or a tagline that reads "This [project/initiative/etc.] is made possible through funding from the Government of Canada." If both orders of government contributed then, "This [project/initiative/etc.] is made possible through funding from the Government of Canada and the Province of British Columbia". If both orders of government contributed funds, then the first mentioned will be the one that contributed more funds.
- b) ensure all agreements between the Government of British Columbia and a third-party organization regarding federal funding for settlement and integration services will contain a clause requiring the recipients to recognize the Government of Canada's financial contribution in all communications materials through the inclusion of the "Canada" wordmark and/or a tagline that reads, "This [project/initiative/etc.] is made possible through funding from the Government of Canada".
- c) ensure federally-funded settlement and integration services will not be offered for profit, and that Eligible Clients will not pay user fees for federally-funded services;
- d) Provide Canada with an annual report for 2014/15 and 2015-16 fiscal years, outlining how Deferred Federal Funding has been spent in accordance with this Transition Settlement Agreement and the results achieved. Include, where reasonable and to the fullest extent possible, elements of the national accountability framework in British Columbia's accountability framework in order to measure and report on comparable outcomes;
 - i) The annual report will demonstrate that the Deferred Federal Funding was spent in accordance with the terms of this Agreement;
 - ii) Include the elements related to funding by priority/program;

projects/agreements entered into with service provider organizations, and; provincial spending on joint initiatives. A template will be jointly developed to facilitate this reporting.

- 3.2 In delivering settlement and integration services, BC will actively offer its services in either of Canada's official languages where there is significant demand.

ADVICE TO MINISTER

CONFIDENTIAL ISSUES NOTE

Ministry of Jobs, Tourism and Skills Training
and Responsible for Labour

Date Updated: July 13, 2016

Minister Responsible: Hon. Shirley Bond

Settlement services

SUGGESTED RESPONSES:

- British Columbia has always welcomed immigrants and will continue to do so.
- Immigrants have helped build our province and continue to play a role in growing our economy.
- Settlement services are primarily the responsibility of the federal government.
- When newcomers come to B.C. they often need supports to adjust to life in our province and have success integrating and joining the job market.
- The Province continues to provide \$4 million in funding for services for newcomers that are not eligible for federal services.
- In 2015/16, up to 10,000 clients across BC will access services covered by this provincial funding.
- Those services include information on their rights and responsibilities on B.C.'s employment standards, their legal rights, and advice on other services such as housing.

If asked about additional supports for refugees:

- Our province wants to welcome Syrian refugees and all newcomers.

- Through the \$1 million fund we're investing \$500,000 in five Refugee Response Teams to proactively plan for the settlement of refugees in their communities across BC.
- The remaining \$500,000 has been provided to the Immigrant Services Society of B.C. (ISSofBC) to:
 - Develop an online hub to connect private sponsors, settlement workers, counsellors, and other service providers across the province to the information they need to support refugees.
 - Track volunteer offers, in-kind donations and housing and employment leads.
 - Set up a range of supports for clinicians caring for traumatized refugees, including a new telephone consultation line and a trauma needs assessment tool.
 - Provide workshops and support to the Refugee Response Teams.
- B.C.'s economy is growing and that means we welcome all newcomers that want to settle here and raise their family.

KEY FACTS:

Citizenship and Immigration Canada (CIC) resumed responsibility for the administration of federally funded immigrant settlement services on April 1, 2014, after 16 years of provincial administration.

Since 2014, JTST has committed \$4 million of provincial funding to ensure that newcomers not eligible for federal immigrant services can continue to access services such as:

- Information, referral and action planning for their settlement, employment and integration needs;
- Information and support regarding their rights and responsibilities as residents, workers and citizens of B.C.;
- Orientation and community connections;
- Formal and informal language training and practice; and,

ADVICE TO MINISTER

- Trauma counselling for refugee claimants.

B.C. is extending provincial services for federally ineligible clients. The notice to vendors allows B.C. to continue funding the same organizations that are already delivering settlement services, ensuring continuity of services for newcomers.

The Ministry entered into new contracts with service providers who were successfully entering into a contribution agreement with Immigration, Refugees and Citizenship Canada starting in April 2016.

Premier Clark's announced a one-time \$1 million Refugee Readiness Fund (RRF) on Tues. Sept. 8, 2015, for refugees impacted by the Syrian crisis settling in B.C.

The implementation of the RRF complements federal services following close consultation and collaboration with settlement agencies, community groups, and refugee sponsors.