

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is requested. Complete Sections A, B, D and E if this is an initial contract. Complete Sections A, C, D and E if this is an amendment. Questions about the collection or use of this information can be directed to Contracts, Policy and Review, at (250) 387-4589.

☒ New Contract or ☐ Amendment - contract has Increased / <Decreased> by: \$ _____ (leave blank if unchanged)

A. Branch Action

Branch/Division: LABOUR MARKET DEVELOPMENT	Contract Manager: LESLIE PAGE	Telephone: (250) 387-5691
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B. Initial Contract - General Service Agreement Attached (form can be found): http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc

Project description:

SKILLED TRADES EMPLOYMENT PILOT PROJECT

Mandatory to Select One Procurement Process (X): Procurement and AIT Code descriptions

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> 100 = Open Competitive Process | <input type="checkbox"/> 200 = Direct Awards – Public Sector Organization | <input type="checkbox"/> 201 = Direct Awards – Sole Source |
| <input type="checkbox"/> 202 = Direct Awards – Emergency | <input type="checkbox"/> 203 = Direct Awards – Security, Order, etc. | <input type="checkbox"/> 204 = Direct Awards - Confidentiality |
| <input type="checkbox"/> 205 = Direct Awards - Notice of Intent | <input type="checkbox"/> 207 = Direct Award – Under \$25,000 | |
| <input type="checkbox"/> 208 = Direct Award – Financial Assistance - TUA | <input type="checkbox"/> 209 = Direct Award – Cost Sharing Agreement – TUA | |
| <input checked="" type="checkbox"/> 300 = Direct Invitation to Selected Vendors (ADV EDC) | <input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List | |
| <input type="checkbox"/> 401 = Competition from Vendors on Pre-Qualification Lists | <input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement | |
| <input type="checkbox"/> 600 = other purchase process (FSA)" | | |

Mandatory to Select One AIT Exclusion (X) (descriptions can be found at): Procurement and AIT Cod descriptions

- | | | |
|--|--|---|
| <input type="checkbox"/> 100 = Purchase subject to AIT | <input type="checkbox"/> 200 = Purchase below applicable AIT threshold | <input checked="" type="checkbox"/> 300 = Purchase exempt commodity/service |
|--|--|---|

C. Amendment - Modification Agreement Attached (form at): http://icw.cd.gov.bc.ca/fas/fin_contracts/documents/modification_agreement.doc

Reason for amendment is (X): ☐ Change in deliverables ☐ Other (specify):

D. Commitment (Once the amount of the contract or amendment has been entered to the account(s) indicated below, it should not be changed.)

Contractor name: (verified on BC Online Corporate Registry) BRITISH COLUMBIA CONSTRUCTION ASSOCIATION	Company registration #:
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Doing business as:

Address: 401-655 TYEE RD 210-174 WILSON STREET VICTORIA	Postal code: 6X5 V9A 7N6
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Phone:	Fax:
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Commitment # (to be quoted on all invoices): **CA 90109004**

Term of Agreement: From: **APRIL 15/09** To: **NOV 1/10**

Contract Price: \$ 1179 421.92	Responsibility Centre	Service Line	STOB	Project Number
Max. Fee: \$ 1179 421.92	51651	20921	8001	5121224
Max. Expenses: \$				

E. Authorization

☐ (X) Contract Policy Requirements – Documented

Spending Authority:

F. Assistant Deputy Minister

Pre Approval for Direct Award – Sole Source
Service Contract (stob 60) \$25,000 or more:

Date:

Attach contract/amendment and return to Financial Services, 3rd Floor, 800 Johnson Street

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF SMALL BUSINESS, TECHNOLOGY AND ECONOMIC DEVELOPMENT**

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 8 day of April, 2009

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Small Business, Technology and Economic Development, hereinafter referred to as the Province

OF THE FIRST PART

AND:

British Columbia Construction Association
#210 - 174 Wilson Street, Victoria, BC V9A 7N6
Hereinafter referred to as the Recipient

OF THE SECOND PART

WHEREAS:

- A. The Government of Canada ("Canada") and the Government of British Columbia as represented by the Minister of Small Business, Technology and Economic Development and Minister responsible for the Asia-Pacific Initiative entered into a Labour Market Agreement dated the 20th day of February, 2008 (the "LMA") whereby Canada is providing funding to British Columbia for the purposes of supporting labour market programming to address areas of current and emerging labour market priorities, including the need to improve the labour source participation of under-represented groups, by
- (a) increasing the participation of Canadians and immigrants in the workforce to meet current and future labour requirements;
 - (b) enhancing the quality of skills development and training; and
 - (c) facilitating workforce mobility and providing the information necessary to make informed labour market choices.
- B. A portion of the LMA funding has been allocated to the Ministry of Small Business, Technology and Economic Development and that ministry has been charged with providing, under the terms of the LMA, labour market programs which involve and support Small Business.
- C. The Recipient has proposed a labour market program pilot project and the Province has approved that pilot project for LMA funding.

THEREFORE the parties to this Agreement agree as follows:

SECTION 1- DEFINITIONS

1.01 In this Agreement:

“Eligible Beneficiary” means

- (a) an unemployed individual who is determined to be a non- EI Client; and
- (b) an employed individual who is low skilled, in particular employed individuals who do not have a high school diploma or a recognized certification or who has low levels of literacy and Essential Skills

“EI client” means an unemployed individual who is

- (a) eligible for assistance under the labour market programs provided by the Canada Employment Insurance Commission under Part II of the *Employment Insurance Act*, or
- (b) eligible for assistance under any similar labour market programs funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between the government of Canada and the government of British Columbia pursuant to Part II of the *Employment Insurance Act*.

“Essential Skills” means the nine essential skills identified by Human Resources and Social Development Canada, those being reading text, document use, numeracy, writing, oral communication, working with others, thinking skills, computer use and continuous learning.

“Small Business” means a business with fewer than 50 employees;

SECTION 2 - APPOINTMENT

2.01 The Province retains the Recipient to provide the program (the “Program”) during the term (the “Term”), both described in Schedule “A” to this Agreement.

SECTION 3 - RECIPIENT'S OBLIGATIONS

3.01 The Recipient will:

- (a) establish, administer and operate the Program in accordance with the terms of this Agreement during the Term stated in Schedule “A” of this Agreement;

- (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the Financial Contribution provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Program;
- (f) ensure that the eligibility of any Small Business to participate in the Program is not dependant on membership in any organization;
- (g) ensure that the individuals participating in the program are Eligible Beneficiaries;
- (h) comply with all communications protocols set out in Schedule "F" to this Agreement; and
- (i) at the request of the Province co-operate in any program evaluation conducted by or on behalf of the Province.

SECTION 4 - PAYMENT OF A FINANCIAL CONTRIBUTION

- 4.01 Subject to the provisions of this Agreement, the Province will provide the Recipient with a financial contribution (the "Financial Contribution"), in the amount and manner, and at the times set out in Schedule "B" to this Agreement.
- 4.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution" by the Province to the Recipient pursuant to this Agreement is subject to:
 - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* RSBC 1996, c. 138 as amended ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 4.03 No Financial Contribution is payable by the Province in respect of the portion of the cost of any goods and services purchased by the Recipient which represents the amount of Goods and Services Tax (GST) paid on such goods and services and for which the Recipient is entitled to claim an input tax credit or rebate.

4.04 In addition, the Recipient must:

- (a) apply for any refund or remission of any other federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement (the "Refund"), and
- (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this Agreement.

4.05 Paragraph 4.03 continues in force indefinitely, even after this Agreement expires or is terminated.

4.06 It is the responsibility of the Recipient to determine whether individuals are Eligible Beneficiaries and the Recipient is not entitled to any payment for providing the Program to an individual who is not an Eligible Beneficiary.

4.07 If any payment is made under this Agreement in an amount to which the Recipient was not entitled under the terms of this Agreement, including but not limited to any overpayments made as the result of clerical or administrative error or miscalculation on the part of the Province, or of the Recipient, or incorrect information supplied to the Province by the Recipient, then the amount of such overpayment shall be a debt due to the Province and the Recipient will repay the full amount of any such overpayment to the Province promptly upon receipt of written notice to repay.

SECTION 5 - REPRESENTATIONS AND WARRANTIES

5.01. The Recipient represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:

- (a) it has the legal capacity to enter into this Agreement and to carry out the transaction contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Recipient and this Agreement has been legally and properly executed by the Recipient and is legally binding upon and enforceable against the Recipient;
- (b) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;
- (c) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;

- (d) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations;

- 5.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement.
- 5.03 All representations, warranties, covenants and Agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Recipient are material to this Agreement and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.
- 5.04 The Province expressly does not represent or warrant to the Recipient that following completion of the Term the Recipient will be eligible for any further funding with respect to any labour market programs, and specifically the Province does not represent or warrant that the Recipient will receive any further funding to continue operation of the Program.

SECTION 6 - RELATIONSHIP

- 6.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 6.02 The Recipient will be an independent contractor and not the servant, employee or agent of the Province or of Canada.
- 6.03 The Recipient will not make any representation to any person that it is a partner or joint venturer with, or agent, servant or employee of the Province or of Canada.
- 6.04 The Recipient will not in any manner whatsoever commit or purport to commit the Province or Canada to the payment of money to any person, firm or corporation.
- 6.05 The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Program, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 7 - RECORDS

- 7.01 The Recipient will:
 - (a) establish and maintain accounting and administrative records in form and content satisfactory to the Province, to be used as the basis for the calculation of the Financial Contribution and for the purpose of evaluating and measuring performance of the Program;

- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the province; and
 - (c) permit the Province at any time or times during normal business hours, to copy or audit, or both, any or all of the books of account and records (including original supporting documents) referred to in sub-paragraphs (a) and (b) of this paragraph.
- 7.02 The Recipient will ensure that each Eligible Beneficiary completes a Participant Intake Form in the form provided in Schedule G to this Agreement (the "Participant Intake Form") at the commencement of his or her participation in the Program and completes a Participant Exit Form in the form provided in Schedule H to this Agreement (the "Participant Exit Form") at the conclusion of his or her participation in the Program. The Participant Intake Form and Participant Exit Form in Schedule G and H respectively are subject to change during the Term of the Agreement.
- 7.03 The Recipient will not, without the express written consent of the Province, dispose of any records, books of account, invoices, receipts or vouchers relevant to this Agreement.
- 7.04 The Recipient must comply with the Privacy Protection Schedule, attached as Schedule "E".

SECTION 8 - STATEMENTS AND ACCOUNTING

- 8.01 Within 3 months of being requested to do so by the Province, the Recipient will:
- (a) provide to the Province financial statement(s) for the Recipient's last fiscal year, prepared by a Certified General Accountant, covering the term of this Agreement;
 - (b) provide to the Province a statement documenting the expenditure of the Financial Contribution under this Agreement in form and content satisfactory to the Province; and
 - (c) provide to the Province, at the Province's expense, audited financial statement(s) for the Recipient's last fiscal year, that:
 - (i) includes a balance sheet based on the Recipient's fiscal year; and
 - (ii) identifies the payments made by the Province under this Agreement.
- 8.02 In the event that an audited financial statement provided under section 8.01(c) discloses that there has occurred an Event of Default, the Recipient will be liable to pay to the Province all amounts expended by it to obtain that audited financial statement. This is in addition to all other remedies available under this Agreement.

- 8.03 At the sole option of the Province, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term shall be:
- (a) returned by the Recipient to the Minister of Finance;
 - (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 9 - REPORTS

- 9.01 Upon the Province's request, the Recipient will:
- (a) in a timely manner, fully inform the Province of the work completed and remaining to be done by the Recipient under this Agreement, and
 - (b) permit the Province at all reasonable times to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or diskettes), whether complete or not, that is produced or otherwise acquired by the Recipient as a result of this Agreement (collectively, the "Material").
- 9.02 Provide to the Province on or before the 15th day of each month during the Term:
- (a) a Monthly Activity Report in the form provided in Schedule I to this agreement for the preceding month,
 - (b) a completed and signed Participant Intake Form for each Eligible Beneficiary who commenced participation in the Program during the preceding month, and
 - (c) a completed and signed Participant Exit Form for each Eligible Beneficiary who concluded participation in the Program during the preceding month.


SECTION 10 - CONFLICT OF INTEREST

- 10.01 The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person, or entity.

SECTION 11 - CONFIDENTIALITY

- 11.01 The Recipient will treat as confidential all information or material supplied to or obtained by the Recipient, or any sub-contractor, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law including *the Freedom of Information and Protection of Privacy Act*, permit its disclosure except to the extent that such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

SECTION 12 - DEFAULT

- 12.01 Any of the following events will constitute an Event of Default, namely:
- (a) the Recipient fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
 - (d) the Recipient ceases, in the opinion of the Province, to operate;
 - (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
 - (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
 - (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (h) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act* (Canada) is made by, the Recipient;
 - (i) a receiver or receiver-manager of any property of the Recipient is appointed; or
 - (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.
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SECTION 13 - TERMINATION

- 13.01 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 13.02 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;
 - (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
 - (d) waive the Event of Default;
 - (e) pursue any other remedy available at law or in equity.

- 13.02 Where this Agreement is terminated before 100% completion of the Program, the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Program completed to the satisfaction of the Province prior to termination.

SECTION 14 - DISPUTE RESOLUTION

- 14.01 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

SECTION 15 - ASSIGNMENT AND SUB-CONTRACTING

- 15.01 The Recipient will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
 - (b) sub-contract any obligation of the Recipient under this Agreement other than to persons listed in Schedule "C", if that Schedule is attached.
- 15.02 No sub-contract entered into by the Recipient, whether consented to by the Province or not, will relieve the Recipient from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the Recipient, the Recipient's successors and permitted assigns.

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SECTION 16 - INSURANCE AND INDEMNITY

- 16.01 During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule "D", if any, which may be amended from time to time at the sole discretion of the Province.
- 16.02 Without limiting the provisions of subparagraph (c) of paragraph 5.01, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.
- 16.03 The Recipient will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 17 - OTHER FUNDING

- 17.01 If the Recipient receives funding for or in respect of the Program from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof.

SECTION 18 - NOTICES

- 18.01 Any written communication from the Recipient to the Province must be mailed, personally delivered or faxed to the following address:

Leslie Page
Senior Program Advisor
Labour Market Development Branch
Ministry of Advanced Education and Labour Market Development
PO Box 9189, Stn Prov Govt
Victoria, BC V8W 9E6
Fax #: 250 952-0705

- 18.02 Any written communication from the Province to the Recipient must be mailed, personally delivered, or faxed to the following address:

Manley McLachlan
#210 - 174 Wilson Street, Victoria, BC V9A 7N6
Fax: (250) 475-1078

- 18.03 Any written communication from either party will be deemed to have been received by the other party on the third business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed;

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- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 19 - NON-WAIVER

- 19.01 No term or condition of this Agreement and no breach by the Recipient of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Recipient.
- 19.02 The written waiver by the Province or any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 - ENTIRE AGREEMENT

- 20.01 This Agreement, including the Schedules, constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 21 - SURVIVAL OF PROVISIONS

- 21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 4.02, 6.02, 7.01, 8.02, 9.01, 11.01, 13.02, 16.03, 18.01 to 18.04 and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 22- MISCELLANEOUS

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for

anything related to the Program that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

- 22.06. Where the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized by the Recipient to execute this Agreement without corporate seal on behalf of the Recipient.
- 22.07 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.
- 22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 22.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

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The parties hereto have executed this Agreement the day and year as set out above.

SIGNED AND DELIVERED by the
Recipient or an Authorized
Representative of the Recipient.

Murray McEachlan
(Print Name of Recipient or Authorized
Representative)

[Signature]
(Signature)

SIGNED AND DELIVERED on behalf
of the Province by an Authorized
Representative of the Province.

(Print Name of Authorized
Representative)

[Signature]
(Signature)

SCHEDULE A

A1 The Recipient will provide the following Program:

The Skilled Trades Employment Pilot Project (the "Pilot Project") as described in this Schedule.

A2 Purpose and Goal

This Pilot Project is meant to strengthen and grow BC's construction small business sector by enhancing the opportunities of non-EI eligible persons and low skilled employees to enter and advance in construction careers. It is meant to engage non-EI eligible persons in a process that will result in meaningful, well-paying construction career paths. This purpose will result in the sector's increased economic impact on British Columbia.

A3 The Term of this Agreement is April 15, 2009 to October 15, 2010.

A4 DEFINITIONS

In the schedules:

- a) "Participants" means any Eligible Beneficiaries participating in the Pilot Project.
- b) "Partners" means service providers who are qualified to provide relevant training or perform specialized literacy assessments and/or utilize specialized assessment tools.
- c) "Trade Employment Specialists" or "TES" means trades people with experience in the construction industry who will be trained and qualified for the role of assessing skills, finding employment opportunities, matching the skills with opportunities, and fostering career progression through training, apprenticeship, and satisfactory working conditions.
- d) "TES Coordinator" means staff responsible for supporting the TES by assisting with intake of Participants, reviewing the eligibility, preparing intake files, giving basic information about the program; preparing data for month end reports and client information; and redirecting ineligible clients

A5 GEOGRAPHIC AREA:

The Pilot Project will be available throughout the Province of British Columbia with specific points of access as follows.

- Vancouver
- Abbotsford
- Victoria
- Nanaimo
- Campbell River
- Prince George
- Prince Rupert
- Fort St. John
- Fort Nelson
- Kelowna
- Kamloops

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A6 PILOT PROJECT DELIVERABLES

A6.1 Approved Service Providers are listed in Schedule C

A6.2 The Recipient will provide the following services for the Pilot Project during the Term:

- a) Create both activity and performance benchmarks as comparators for subsequent regular data collection within the first month of the program and provide proposed benchmarks to the Contract Manager.
- b) Develop a governance model and criteria for allocating the Innovation Fund within 60 days of the provision of start up funding. The fund will be used to provide direct training, supports and/or opportunities to Participants. Guidelines for allocating funding will include:
 - i. Participants who are already working with a TES and a specific need is identified to facilitate employment (for example tools, a bus voucher, work boots, a short course or getting drivers training and a driver's license – a intervention that bridges directly to a job).
 - ii. Participants who are currently working with identified training requirements
 - iii. Industry Specific Training (e.g. CORE construction foundation training).
 - iv. Provide a wage honorarium to Participants to enable the transition into employment
- c) Establish a regional delivery strategy through four existing BCCA regional offices of
 - i. Vancouver/Southwest
 - ii. Vancouver Island
 - iii. Thompson/Okanagan
 - iv. One of either the Cariboo or the North Coast
- d) Design a regional strategy for program delivery in each region, which will include the direct provision of services to Participants outside of the identified locations where need is demonstrated and cost is feasible, within 60 days of start up funding.
- e) Provide 12 TES and four TES Coordinators to deliver the Pilot Project, using existing regional and or satellite office spaces, in the following locations – Vancouver, Abbotsford, Victoria, Nanaimo, Campbell River, Prince George, Prince Rupert, Fort St. John/Fort Nelson, Kelowna and Kamloops.
- f) Promote the Pilot Project to potential Small Businesses, potential Participants and potential Partners through a formalized communication plan which includes activities such as:
 - i) Direct person-to-person contact by TES;
 - ii) Requesting Referrals from other Small Businesses and/or existing industry networks or Non-governmental organizations;
 - iii) Targeted advertising via print, direct mail, broadcast
 - iv) Marketing collateral such as brochures, newsletters, flyers and/or posters;
 - v) Promotional activities including community projects, job fairs, tradeshow and school presentations;
 - vi) Public Speaking and Conferences
 - vii) Publications in newsletters and trade journals;
 - viii) Media Relations Campaigns (including but not limited to taking Partners, Media, and other persons on construction site tours).
- g) Screen Participants to ensure they are
 - i. Eligible Beneficiaries under the LMA, as defined in this Agreement
 - ii. not receiving funding under any other government funded labour market program, (i.e. training, placement services)

- h) Perform assessments of Participants to determine possible reasons for not connecting with a position within the industry and/or need for further detailed assessment;
- i) Identify and assess understanding, aptitude and preference for construction related employment
 - i) Identify and assess related certificates
 - ii) Identify and assess related skills and experience
 - iii) Identify and assess potential match in the construction industry, and with area employers (using process similar to attached Appendix 1)
 - iv) Identify related issues such as transportation, family commitments, expectations of the workplace
 - v) Identify short and long term career goals and wage and position expectation
 - vi) Assess English language skills, understanding of construction language and terms
 - vii) Identify barriers that clients face and recommend courses that clients should take
 - viii) Assist employed Participants access required training (e.g., English language instruction, literacy, etc.)
- j) Recommend and provide funding for further in-depth assessments and/or training for Participants, as required, through Partners
- k) Provide unemployed Participants with a return to work action plan that clearly articulates next steps, identifies road blocks to success, and outlines the path forward
- l) Provide job Placement services for Participants
 - i) Matching Participants with employers
 - ii) Monitoring for retention (e.g. troubleshooting, recommending training, etc.)
- m) Ensure a good fit exists between Participant and Small Business by monitoring a minimum of 4-6 times after skills enhancement and/or placement
- n) Develop Labour Market Information specific to British Columbia by
 - i) further refinement of current National Construction Sector Council Labour Market Information;
 - ii) develop an occupational forecast model and quality research outlook reports based on a range of demand and supply inputs provided by senior representatives involved in the current BC Construction Sector Council
 - iii) review supply side research data and Major Projects Inventory lists with industry stakeholders to determine more accurate supply gaps and demand drivers.
 - iv) Provide this information, at no charge, through Recipient's website, crediting the funding provided.
- o) Provide a project final report ("Final Report") upon completion of the project, including but not limited to outlining project outcomes, best practices and lessons learned.

A7 CONTRACT MANAGEMENT

- a) The Province will support the Pilot Project by providing Funding as per payment schedule attached in Schedule B.
- b) The Province will NOT provide:
 - Participant nor Small Business referrals
 - Operational advice

A7.1 Outcomes the pilot project is expected to achieve:

- a) Enhance Employability and employment of Participants by providing
 - i) One-on-one assessments for 1300 participants – initial screening, updated resumes

-
- ii) Online assessments for 195 participants
 - iii) 1040 Complete Assessments for participants – provide participants with targeted occupation information and return to work action plan
 - iv) Placements for 585 participants – match a participant with a position.
 - b) Assist Small Businesses manage workforce fluctuations by creating a highly skilled workforce through outcomes noted above.
 - c) Enhance the Labour Market Information knowledge for BC construction businesses and education/training institutions through provision of detailed Labour Market Information.



SCHEDULE B

TERMS OF PAYMENT

1. The Province will provide a Financial Contribution to the Recipient up to the amount of **\$3,400,375** in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Services during the Term of the Agreement.
2. Payments will be made as follows:
 - (a) an advance within 30 days of the start date of this Agreement, equivalent to 25% of the contract value to assist with initial operating and start up costs;
 - (b) monthly payments within 30 days of receipt and approval by the Province of a completed Monthly Expenditure Report in the form provided in Schedule J, signed by the Recipient's signing authority, together with:
 - i. Participant Intake and Exit Forms (Schedules G and H);
 - ii. A completed and signed Monthly Activity Report (Schedule I)
 - (c) The advance payment will be deducted against subsequent monthly invoices.
3. The Recipient will submit to the Province, upon completion of delivery of the Pilot Project specified in Schedule "A", a full accounting of the receipt and expenditure of the Financial Contribution (Contribution Statement).
4. The Province may withhold 10% from any payment due to the Recipient to be released to the Recipient within 30 days of the receipt and approval of both a Final Report and a Contribution Statement.

Eligible Costs

5. Eligible Costs are the costs relating to the Services components listed in the Pilot Project Budget attached as Appendix 1 to Schedule B.

Eligible Costs are also subject to the following limitations:

6. No Financial Contribution shall be payable to the Recipient for program costs incurred by the Recipient prior to the effective date, or after the end, of this Agreement.
7. Administrative Costs for the pilot project shall not exceed 10% of the expenditures. Administrative costs for the Pilot Project include head office expenses that would include:
 - i. all payroll and final preparation of files and claims
 - ii. provision of program oversight
 - iii. participation in the marketing strategy
 - iv. access to membership, board rooms and proprietary information
 - v. financial oversight and legal executive oversight
 - vi. corporate facility and infrastructure

Repayment or Reduction

8. Any Financial Contribution provided by the Province under this Agreement, but not expended or incurred during the Term of the Agreement towards eligible expenses, will be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days after the end of the Agreement.
9. Any Refunds received by the Recipient shall be noted on Monthly Expenditure Reports and deducted from the amount payable in any given month. Any Refunds received by the Recipient after the end of the Agreement will be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days.
10. Unless the Province has given its prior written approval to an adjustment between the budget categories identified in the attached budget, the amount payable by the Province with respect to the budget categories will not exceed the amounts specified in the budget categories.

Appendix 1 to Schedule B

		PROGRAM
CATEGORIES	SUB CATEGORIES	TOTALS
COMMUNICATIONS ROLL OUT		
REGIONAL PRESS ROLL OUT	Media Events	\$20,000
	Press Releases	
		<u>\$20,000</u>
START UP COSTS		
	CQI - Continual Quality Improvement	\$0
	Data Management Program	\$10,000
	Web Site Development	\$8,000
	Communications / Marketing	\$26,500
	Recruiting Staff	\$12,000
	Marketing Program Collateral	\$30,000
	LMI Data Collection	\$32,000
	Printing (Data Forms)	\$10,000
	Regional Conferences	\$57,600
PROJECTS		
	Client Data Base Program (Regional access)	\$20,000
	Innovative Funds Program	\$561,600
		<u>\$767,700</u>
		PROGRAM
CATEGORIES	SUB CATEGORIES	TOTALS
EQUIPMENT PURCHASES	Computers	\$21,000
	Black Berries	\$1,000
	Phones	\$4,550
	Presentation Projector	\$6,000
	Office Equipment	\$14,000
LABOUR	Project Manager	\$180,000
	Program Coordinator	\$0
	Trades Employment Specialist (Job Coach)	\$1,260,000
	Data Administrator	\$0
	Clerical Support for TES x 1/3per TES	\$270,000
OPERATING EXPENSES	Steering Committee	\$24,000
	Executive Review Committee	\$4,500

Office supplies	\$46,800
Travel	\$198,900
Rentals	\$144,000
Telephone	\$59,800
Subscriptions & Memberships	\$0
Promotional	\$0
IT Technical Support	\$15,000
Marketing Collateral updates	\$11,000
Evaluation, CQI & Policy & Procedural Process	\$10,000
3rd Party Financial Audit	\$0
Promotional Events - Trade & Job Fairs	\$16,000
Staff Training and Upgrading	\$17,000
	<u>\$2,303,550</u>

		PROGRAM
CATEGORIES	SUB CATEGORIES	TOTALS

CONSOLIDATED PROGRAM SUB TOTAL

\$3,091,250

ADMINISTRATION FEES BCCA

\$309,125

CONSOLIDATED PROGRAM TOTAL

\$3,400,375

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SCHEDULE C

APPROVED SERVICE PROVIDERS AND SUBCONTRACTORS

To be provided for approval

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SCHEDULE D

INSURANCE

1. The Recipient shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than <\$2,000,000.00> inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured;
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
 - (iii) include a cross liability clause.
 - (b) Professional Liability, where applicable, in an amount not less than <\$1,000,000.00>, insuring the Recipient's liability resulting from errors and omission in the performance of professional services under this Agreement.
2. All insurance described in paragraph 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Recipient must provide the Province with evidence of all required insurance:
 - (a) Within 10 working days of commencement of the Services, the Recipient must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance.
 - (b) If the insurance policy(ies) expire before the end of the term of this Agreement, the Recipient must provide within 10 working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance.
 - (c) Notwithstanding paragraph 3(a) or (b) above, if requested by the Province at any time, the Recipient must provide to the Province certified copies of the required insurance policies.
4. The Recipient shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.
5. The Recipient will comply with the *Workers' Compensation Act*. In particular will obtain and maintain during the term of this Contract the necessary coverage for the

Recipient's employees, and will, upon request by the Province, provide particulars of such coverage.

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SCHEDULE E**PRIVACY PROTECTION SCHEDULE****Definitions**

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Recipient as a result of the Agreement or any previous agreement between the Province and the Recipient dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Recipient is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient may only collect or create personal information that is necessary for the performance of the Recipient’s obligations, or the exercise of the Recipient’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must tell an individual from whom the Recipient collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Recipient’s collection of personal information.



Accuracy of personal information

6. The Recipient must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Recipient or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Recipient receives a request for access to personal information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Recipient to provide such access and, if the Province has advised the Recipient of the name or title and contact information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Recipient must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Recipient of the date the correction request to which the direction relates was received by the Province in order that the Recipient may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Recipient must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Recipient disclosed the information being corrected or annotated.
11. If the Recipient receives a request for correction of personal information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province and, if the Province has advised the Recipient of the name or title and contact information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Recipient must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Recipient must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Recipient must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.



Use of personal information

15. Unless the Province otherwise directs in writing, the Recipient may only use personal information if that use is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Recipient may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Recipient:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Recipient knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure
- the Recipient must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.5 of the Act, if the Recipient knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Recipient must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Recipient, enter on the Recipient's premises to inspect any personal information in the possession of the Recipient or any of the Recipient's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Recipient must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Recipient must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Recipient as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Province under this Schedule.

22. The Recipient acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Recipient does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Recipient must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Recipient, terminate the Agreement by giving written notice of such termination to the Recipient, upon any failure of the Recipient to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Recipient" in this Schedule includes any subcontractor or agent retained by the Recipient to perform obligations under the Agreement and the Recipient must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Recipient in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Recipient must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Recipient to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



SCHEDULE F

ADDITIONAL TERMS AND CONDITIONS

Communications Protocols

1. The Recipient will cooperate with the Province in such public announcements, news releases or event opportunities regarding the Pilot Project as the Province requests.
2. The Recipient will not provide any media releases, promotional materials or communications in a public forum with respect to the Program except where the same have been approved in advance by the Province.
3. The Recipient will acknowledge the financial contribution made by Canada to the Pilot Project and the contribution by the Province to the Pilot Project on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms for use by Participants, or other publications produced by the Recipient and related to the Pilot Project. Acknowledgement will include display of the Canada word mark and Provincial logo as shown below.



4. All print advertisements must:
 - (a) include display of the Canada word mark and Provincial logo.
 - (b) include a key message pre-approved by the Province.
5. All advertisements, including print advertisements, must have prior approval from the Province. To obtain prior approval the Recipient must submit the proposed template for the advertisement to the Province identifying the media where the Recipient intends to advertise and the duration of the proposed advertisement.
6. Any urgent media deadlines for advertising should be flagged when requests for approvals are submitted.
7. The Recipient will ensure that cheques or deposit statements provided to Eligible Beneficiaries receiving training subsidies, allowances or other financial assistance from the Recipient under the Pilot Project either have the Canada word mark imprinted directly on the cheque or statement or are provided to the Eligible Beneficiaries together with an insert pre-approved by the Province.

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8. At any office or location where the Pilot Project is delivered the Recipient will display the signage provided by the Province or will provide and display locally produced signage pre-approved by the Province.



SCHEDULE G



Canada

**Canada/British Columbia Labour Market Agreement
Participant Intake Form**

PLEASE PRINT CLEARLY AND ANSWER ALL QUESTIONS ON THE FORM.
IF YOU HAVE ANY QUESTIONS ABOUT THE FORM PLEASE ASK PROGRAM STAFF OR SEE THE
DEFINITIONS PAGE ATTACHED. THANK YOU.

Name of Program: _____

Organization: _____

Your Name: _____
First Name Middle Initial Last NameDate of Birth: ____/____/____
Day / Month / YearMailing Address: _____
Street Address

City / Town Postal Code

Email Address: _____

Phone Numbers: Home (____) _____ Alternate (____) _____

Community you live in if different than your mailing address: _____

1. What is your first day with the program: ____/____/____
Day / Month / Year2. Gender:
☐ Male
☐ Female3. Are you Aboriginal – If yes, please check one:
☐ No
☐ Yes ☐ First Nations
☐ Métis
☐ Inuit

4. Are you:

- ☐ An Immigrant - If so, how many years have you been in Canada? ____ years.
- ☐ A Person with a Disability
5. Prior to this program were you receiving Provincial Income Assistance:
- ☐ No
- ☐ Yes
6. Prior to this program what is the highest level of education you attained: (please check one)
- ☐ Less than high school
- ☐ High School diploma or recognized equivalent
- ☐ Some post-secondary
- ☐ Non-university certificate or diploma such as a trades certificate
- ☐ University - Bachelor's Degree
- ☐ University - Above Bachelor's Degree
7. Prior to registration in this program were you: (please check one)
- ☐ Employed
- ☐ Self Employed
- ☐ Unemployed - On temporary layoff and available for work
- ☐ Unemployed - Have looked for work in past 4 weeks
- ☐ Unemployed - Available for work and have a new job to start within 4 weeks
- ☐ Unemployed - Have NOT looked for work in the past 4 weeks
8. Only answer this question If you checked Employed or Self Employed for Question 6:
- 1) How many hours do you typically work in a week?
- ____ hours
- 2) Are you working less than you would prefer?
- ☐ Yes
- ☐ No
9. What are/were your approximate gross earnings per hour (before taxes and deductions are taken) at your current/last job? This includes any tips and commissions.
- \$____ per hour
10. Which industry is your current/last job in? _____ (please see definitions)

My signature below means:

- I have answered all questions on this form and certify that all information I have provided is complete and accurate
- I understand the Province of British Columbia receives funding for this program from the federal government as a result of the Canada-BC Labour Market Agreement.
- I understand that information I have provided on this form or that has been collected about me during my participation in this program will be forwarded to the Ministry of Advanced Education and Labour Market Development who is the provincial oversight for the Canada-BC Labour Market Agreement
- I understand the Ministry of Advanced Education and Labour market Development is responsible for fulfilling reporting obligations under section 30 of the Canada-BC Labour

Market Agreement, however, no personally identifiable information about me will be exchanged with the federal government to fulfill this requirement.

- I consent to being contacted by the Ministry of Advanced Education and Labour Market Development (or its agent) at intervals and up to 12 months after completion of my participation in this program for the purpose of program evaluation.

Collection and Use of Information. All information is collected pursuant to section 26(c) of the *Freedom of Information and Protection of Privacy Act*. The information provided will be used for administrative and evaluation purposes of this program. If you have any questions about the use of this information, contact the Director of Labour Market Agreement, Ministry of Advanced Education and Labour Market Development, (250) 952-0642

Signature: _____ Date: _____

Print Name: _____

Definitions:

First Nations: Officially called Indians in the Indian Act, this term refers to the indigenous peoples of North America located in what is now Canada, and their descendants, who are not Inuit or Métis.

Métis: Métis means a person who self-identifies as Métis, is of historic Métis Nation Ancestry and is accepted by the Métis Nation. Métis people identify themselves, and are recognized, as distinct from First Nations (Indian), Inuit or European descendants.

Inuit: The Inuit are the Aboriginal inhabitants of the North American Arctic.

Immigrants: Persons who were foreign born and have been permitted by immigration authorities to live in Canada permanently.

Persons with Disabilities: Persons who have difficulty with daily living activities or have a physical condition or other health problem that reduces the kind or amount of activities they can do.

Less than High School: Persons not recognized as having completed a high school diploma or recognized equivalent and who do not have diplomas or certificates recognized in the BC labour market.

High School: Persons who have completed a high school diploma or equivalent (e.g. General Equivalency Diploma).

Some Post Secondary Education: Persons who have some post secondary (i.e. post secondary program incomplete).

Non university certificate or diploma such as a trades certificate: Persons who have a non university certificate or diploma from a community college, school of nursing, etc. or a trades certificate or diploma from a vocational or apprenticeship training.

University - Bachelors Degree: Persons who have completed university and hold a bachelor's degree.

University degree - Above Bachelor's Degree: Persons who have completed university and hold a Master's degree or PHD.

Employed – Full Time: Persons who work in paid employment at a job or business that is **full time (30 hours or more per week)** in the context of an employer/employee relationship. (Does not include self

employment) This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date).

Employed – Part Time: Persons who work in paid employment that is **part time (less than 30 hours per week)** in the context of an employer/employee relationship. (Does not include self employment) This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date).

Self Employed: Persons who are working owners of an incorporated or un-incorporated business, farm, or professional practice, with or without paid help. The "un-incorporated" group includes self employed workers who do not own a business (such as babysitters and newspaper carriers). Self employed workers include unpaid family workers, i.e. persons who work without pay on a farm or in a business or professional practice owned and operated by another family member living in the same dwelling.

Unemployed – On temporary layoff and available for work: Persons who are not working full or part time, are on temporary layoff with an expectation of recall, and are available for work.

Unemployed – Have looked for work in past 4 weeks: Persons who are not working full or part time, have looked for work in the past 4 weeks, and are available for work.

Unemployed – Have looked for work in past 4 weeks: Persons who are not working full or part time, have a new job starting within the next 4 weeks, and are available for work.

Unemployed – Have not Looked for Work in Past 4 Weeks: Persons who were unwilling or unable to participate in the labour force and have not looked for work in the past 4 weeks. This includes individuals attending public school, attending private or public post-secondary institutions, stay at home parents or caregivers, incarcerated individuals, and discouraged job seekers (those who are unemployed and not actively seeking work as they believe no suitable work is available).

Industry: The category describing an organization's primary business activity. For example: mining, fishing, construction, etc.



SCHEDULE H



Canada/British Columbia Labour Market Agreement Participant Exit Form

PLEASE PRINT CLEARLY AND ANSWER ALL QUESTIONS ON THE FORM.
IF YOU HAVE ANY QUESTIONS ABOUT THE FORM PLEASE ASK PROGRAM STAFF OR SEE THE
DEFINITIONS PAGE ATTACHED. THANK YOU.

Name of Program: _____

Organization: _____

Your Name: _____			
First Name	Middle Initial	Last Name	
Date of Birth: ____/____/____			
Day / Month / Year			
Mailing Address: _____			
Street Address		_____	
City / Town		Postal Code	
Email Address: _____			
Phone Numbers: Home (____) _____			
Alternate (____) _____			
Community you live in if different than your mailing address: _____			

11. What is your last day with the program: ____/____/____
Day / Month / Year

12. Are you satisfied with the services that were provided to you?

- ☐ Yes
☐ No

Comments:

13. Are you leaving the program early?

- ☐ Yes
☐ No

14. Did your participation result in you receiving any training certificates (trade ticket, diploma, etc)

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- ☐ Yes (please specify) _____
☐ No

15. Now that you are leaving the program, what are your plans? (Please check one)

- ☐ Return to/continue prior employment
☐ Have recently found new employment
☐ Seeking employment
☐ Attending training, school, or another program
☐ Other (please specify): _____

16. If you are working, starting new work, or seeking work, will you be self employed?

- ☐ Yes
☐ No

17. If you are working or starting new work:

1) How many hours per week do you expect to work?

_____ Hours

2) What will your gross earnings be per hour (before taxes and deductions are taken) at your new job? This includes any tips and commissions.

\$_____ per hour

My signature below means:

- I have answered all questions on this form and certify that all information I have provided is complete and accurate
- I understand the Province of British Columbia receives funding for this program from the federal government as a result of the Canada-BC Labour Market Agreement.
- I understand that information I have provided on this form or that has been collected about me during my participation in this program will be forwarded to the Ministry of Advanced Education and Labour Market Development who is the provincial oversight for the Canada-BC Labour Market Agreement
- I understand the Ministry of Advanced Education and Labour market Development is responsible for fulfilling reporting obligations under section 30 of the Canada-BC Labour Market Agreement, however, no personally identifiable information about me will be exchanged with the federal government to fulfill this requirement.
- I consent to being contacted by the Ministry of Advanced Education and Labour Market Development (or its agent) at intervals and up to 12 months after completion of my participation in this program for the purpose of program evaluation.

Collection and Use of Information. All information is collected pursuant to section 26(c) of the *Freedom of Information and Protection of Privacy Act*. The information provided will be used for administrative and evaluation purposes of this program. If you have any questions about the use of this information, contact the Director of Labour Market Agreement, Ministry of Advanced Education and Labour Market Development, (250) 952-0642

Signature: _____ Date: _____

Print Name: _____



SCHEDULE I



Canada/British Columbia Labour Market Agreement Monthly Activity Report Template

Name of Program: _____

Organization: _____ Month: _____

New Participants During Reporting Period

Participant Name	Start Date (D/M/Y)	Expected Completion Date (D/M/Y)	PER PARTICIPANT: CHECK <u>ONE</u> OF THE <u>FOUR</u> ELIGIBILITY CATEGORIES (See Definitions on bottom of form)			
			EMPLOYED PARTICIPANT			UNEMPLOYED PARTICIPANT
			Has High School Education but lacks recognized certification	Has High School Education but lacks essential skills	Has not completed High School	Unemployed and not an EI client
1						
2						
3						
4						

Exiting Participants During Reporting Period

Participant Name	Exit Date (D/M/Y)	PER PARTICIPANT: CHECK ONE OF THE TWO CATEGORIES If left program early, please identify if for a job, self employment, to attend school or other reason.	
		Completed the program	Left early (Reason for leaving early)
1			
2			
3			
4			

List key activities that have taken place during this reporting period:

I hereby certify that the information provided on this form is true and correct.

Signature: _____ Date: _____

Print Name: _____

Position: _____



Definitions:**Employed Participants:****Has High School but lacks certification:**

Participant has high school diploma, GED, or equivalent but does not have additional certification (i.e. Trades certificate, Class 1 driver's license, Commercial Diver certificate, etc);

Has High School but requires essential skills:

Participant has high school but is lacking essential skills. There are nine essential skills recognized as necessary employable skills. They are defined as:

1. Reading Text
2. Document Use
3. Numeracy
4. Writing
5. Oral Communication
6. Working with Others
7. Continuous Learning
8. Thinking Skills
9. Computer Use

For detailed descriptions, please see the following HRSDC website:
http://srv108.services.gc.ca/english/general/Understanding_ES_e.shtml

Has not completed High School:

Participant does not have a High School diploma, GED, or equivalent;
OR

Has high school credential that is not recognized in Canada.

Note: **Employed** Participants who have some recognized post secondary education towards a university degree are not considered low skilled and are, therefore, not an eligible Participant under the Labour Market Agreement.

Unemployed Participants:**Non-EI Client:**

In the Labour Market Agreement, "EI client" means an unemployed individual

- a) who is eligible for assistance for labour market programs provided by the Canada Employment Insurance Commission under Part II of the Employment Act, or
- b) who is eligible for assistance under any similar labour market programs provided by British Columbia with are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 62) of the Employment Insurance Act.
- c) who had an EI benefit (Part I financial payment) period that ended within the previous 36 months, or
- d) who had a benefit period established for him/her within the previous 60 months that paid parental or maternity leave under the EI Act or an equivalent P/T program



SCHEDULE J
Monthly Expenditure Reporting Template

Name of Organization: _____

Contribution Agreement #: CA _____

For the Period From _____ (date) to _____ (date)

(Please keep line items consistent with those used in your project budget. Add additional lines if necessary)

Project Administration Costs	
	\$
	\$
	\$
	\$
<u>Total Administrative Costs</u>	\$

Project Delivery Costs	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
<u>Total Project Delivery Costs</u>	\$

<u>Total Invoiced Expenditures</u>	\$
<u>Less any Refunds Received</u>	\$
<u>Total Payable</u>	\$

All expenditures invoiced to the Province are in accordance with the criteria stated in Appendix A of Schedule B of the contract.

Name: _____ Signature: _____ (Authorized Signing Authority)

Date: _____

Please ensure form is fully completed and signed.

u

Ministry Name: Jobs, Tourism and Skills Training

Payee Name	Supplier Number	Payment Number	Invoice Number	Payment Date	Invoice Date	GL Account	Invoice Paid Amount
BRITISH COLUMBIA CONSTRUCTION ASSOCIATION							319,602.80
	847178	07090804	STEP40MARCH2014	25-Apr-14	14-Apr-14	125.51973.20921.3075.5111111	
	847178	07100568	STEPJMSMARCH2014	08-May-14	14-Apr-14	125.51973.11855.3075.5111111	366,426.30
	847178	07122802	STEPAPRIL2014	26-May-14	07-Apr-14	125.51973.20921.8001.5121224	1,165,005.00
	847178	07162122	STEPMAY2014	02-Jul-14	19-Jun-14	125.51973.11855.8001.511LMDA	384,434.38
	847178	07207155	STEPJUNE2014	13-Aug-14	31-Jul-14	125.51973.11855.8001.511LMDA	157,793.13
	847178	07215411	STEPAUGUST2014	19-Aug-14	07-Aug-14	125.51973.20921.8001.5121224	400,000.00
	847178	07227520	STEPJULY2014	02-Sep-14	25-Aug-14	125.51973.11855.8001.511LMDA	108,516.11
	847178	07258607	STEPAUGUST201402	29-Sep-14	17-Sep-14	125.51973.11855.8001.511LMDA	92,743.63
	847178	07258607	STEPAUGUST201402	29-Sep-14	17-Sep-14	125.51973.20921.8001.5121224	309,840.63
	847178	07295338	STEPSEPTEMBER2014	31-Oct-14	20-Oct-14	125.51973.11855.8001.511LMDA	155,148.87
	847178	07332929	STEPOCTOBER2014	05-Dec-14	20-Nov-14	125.51973.20921.8001.5121224	264,257.43
	847178	07332929	STEPOCTOBER2014	05-Dec-14	20-Nov-14	125.51973.11855.8001.511LMDA	104,498.99
	847178	07360271	STEPNOVEMBER2014	23-Dec-14	17-Dec-14	125.51973.11855.8001.511LMDA	84,008.94
	847178	07360271	STEPNOVEMBER2014	23-Dec-14	17-Dec-14	125.51973.20921.8001.5121224	275,879.08
	847178	07401038	C15SP01501	30-Jan-15	15-Jan-15	125.51973.11855.8001.5111111	30,000.00
	847178	07412002	STEPDECEMBER2014	11-Feb-15	29-Jan-15	125.51651.11855.8001.511LMDA	146,491.13
	847178	07412002	STEPDECEMBER2014	11-Feb-15	29-Jan-15	125.51651.20921.8001.5121224	236,659.86
	847178	07450428	STEPJANUARY2015	11-Mar-15	01-Mar-15	125.51651.20921.8001.5121224	257,412.66
	847178	07450428	STEPJANUARY2015	11-Mar-15	01-Mar-15	125.51651.11855.8001.511LMDA	96,428.93
	847178	07481525	STEPFEBRUARY2015	01-Apr-15	20-Mar-15	125.51651.20921.8001.5121224	249,013.76
	847178	07481525	STEPFEBRUARY2015	01-Apr-15	20-Mar-15	125.51651.11855.8001.511LMDA	140,887.67
	Total Paid to Vendor						5,345,049.30

CONTRACT COMMITMENT REVIEW CHECKLIST

New Contract/Amendment # 1

Contract Number

CA 901 09 004

Contract Name

BRITISH COLUMBIA CONSTRUCTION ASSOCIATION

Contract Approval Sheet

- ☒ All Approval signatures present and valid for the account coding (in compliance to Ministry Approval limit)

Contract

- ☐ All parties have signed the contract (valid spending authority for the Ministry)

Schedule B

The following is highlighted with a yellow marker

* ADMIN CHARGES ONLY

- ☐ Fees - Rate of pay is provided
☐ Expenses - Accommodation & other travel costs are in accordance with policies & and within provisions

CAS/ORCA

Commitment on CAS/ORCA checked against source document for:

- ☒ Contract Number located in the PO Header
☒ Supplier Name located in PO Header
☒ Supplier Site located in the PO Header
☐ Award Process correctly keyed on CAS/ORCA located in the [DFF]
☐ Start and End date of contract. Located in the [DFF]
☐ Total Contract Amount & Amended Amount of contract. Located in the [DFF]
☐ Contract Type located in the (Category Field) Change Sub-Category to appropriate Type use [LOV] - List of Values
☒ Check Distribution Supplier and GL Coding
☒ PO Detail Report is attached to Contract and is Approved.
☒ Date & sign checklist


FASB SIGNATURE

DATE

Mar 15/09

Contract review/ler/July01

Report Id: BCP0010
Client : 019
From Entered Date: 2008/05/06
To Entered Date : 2009/05/06

Ministry of Advanced Education

Purchase Order Detail
Sorted By Service Line

Page: 2
Run On: 2009/05/06
At: 12:41:03

Service Line: 20921 Canada-BC Labour Market Agreement
PO Number: CA90109004 Rev: 0

Creation Date: 2009/05/06
Start Date: 2009/04/15
End Date: 2010/10/15
Revised Date:

Status: Approved
Total Amount: 3400375.00
P.O Class: A
Type: Standard Purchase Order
Amended Total: 3400375.00
Amount: 3,400,375.00

Trade Agreement Code: Purchase of an exempted commodity
Procurement Process : Direct Invitation to selected ven
Doc.Control Reason : Immediate Approval
Buyer : MORRIS, MELINDA ANN
Supplier : BRITISH COLUMBIA CONSTRUCTION ASSOCIATION # 847178/001
Address : 210-174 WILSON ST VICTORIA BC V9A7N6

Line	Line Type	Category	Status	Cancelled?	Quantity	Price	Item Description		
1	Receipt - A	AB.AB02	OPEN	N	3,400,375.00	1.00	FY10 - FEES		
Charge Account				PO Line Amount	Amount Invoiced	Tax Code	Tax Amount	Line Balance	
s.17				3,400,375.00	0.00		0.00	3,400,375.00	
					PO Amount	Amount Invoiced	Balance		
Total Service Line: 20921 Canada-BC Labour Market Agreement:					3,400,375.00	0.00	3,400,375.00		

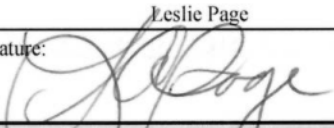
***** End Of Report *****

As this amendment
concerns program
charges only,
this section is
likely not #1
applicable
L. Page

Report Parameters

Sort 1.....: Service Line
Sort 2.....:
Sort 3.....:
Include Comments?.....: No
From Entered Date.....: 2008/05/06
To Entered Date.....: 2009/05/06
From GL Code Combination.....:
To GL Code Combination.....:
Buyer (Skip For All):
Supplier (Skip For All):
Header Status (Skip For All) ..:
Line Status (Skip For All):
Show Invoices?.....: Yes
From Category.....:
To Category.....:
From PO Number.....: CA90109004
To PO Number.....: CA90109004
Display Distribution Supplier?: No

CONTRACTOR INFORMATION				DO NOT WRITE IN SHADED AREAS		
Legal Name of Contractor (and Seconded, if applicable): British Columbia Construction Association				Vendor Site (Supplier Code): 847178/001		
Contractor Address for Payment: 210-174 Wilson Street, Victoria, BC V9A 7N6				Contract Number: CA90109004		Amendment Number: 1
Ministry Branch/Office Name: Labour Market Development Branch/ Labour Market Agreement Unit						T/B Approval Number:
CONTRACT TERMS				IF CONTRACT SPANS MORE THAN ONE FISCAL YEAR, DISTRIBUTE TOTAL AMENDED CONTRACT DOLLARS BY FISCAL YEARS. ** Previous year's amount MUST NOT be less than has already been paid out.		
	PREVIOUS DATES/ AMOUNTS	INCREASED (DECREASED) BY	AMENDED DATES/AMOUNTS (Leave Blank if Unchanged)	** PREVIOUS FISCAL YR(S) AMOUNT 19__/20__	CURRENT FISCAL YR AMOUNT 20__/20__	AMOUNT FOR FUTURE FISCAL YR(S) 20__/20__
Start Date	April 15, 2009					
End Date	October 15, 2010					
Fee	\$3,400,375.00	\$N/A	\$	\$	\$	\$
Expenses	\$N/A	\$ N/A	\$	\$	\$	\$
Contract Max (fees & expenses)	\$3,400,375.00	\$ N/A	\$	\$	\$	\$
Account Coding						
Response Centre	Service Line	STOB(s)	Project Number	Amount		
11656	20921	8001	1101224	\$		
				\$		
Summary of changes to deliverables and/or clauses: Changes to Schedule A to broaden project scope.						
Background rationale for amendment: <i>See summary of changes.</i>						
Additional comments: <i>Administrative Change only.</i>						

Contract Manager certification: I certify that this Contract Amendment meets the requirements of ministry contract management policy (<i>Financial Management Policy and Procedures Manual</i>, Chapter 4):	
Contract Manager: (Please Print of Type Name)	
Signature: 	Date: November 12, 2009
Telephone #: 250-387-4783	
Finance & Administrative Services Branch (FASB) and ADM, Management Services approval includes review for policy compliance, completeness and clarity, NOT for program appropriateness.	
Print or Type name of Contract Administrator:	Telephone number:
FASB Contract Mgmt. Unit or Branch Contract Administrator:	Date:
Comments:	
Spending Authority:	Date:
Comments:	
Division ADM:	Date:
Comments:	
ADM, Management Services:	Date:
Comments:	
Deputy Minister:	Date:
Comments:	
INSTRUCTIONS	
<p>CONTRACT MANAGER: When forwarding the amendment for the above approvals, please attach copies of previous approval sheets, amendments and original contract, as they will be required for obtaining the necessary approvals.</p> <p>Please forward original Approval Sheet for Amended Contracts together with the signed original Amendment to FASB, Accounts Section immediately after the Amendment has been signed by both parties.</p>	

PROVINCE OF BRITISH COLUMBIA

MINISTRY OF ADVANCED EDUCATION AND LABOUR MARKET
DEVELOPMENT

TRANSFER UNDER AGREEMENT

AMENDMENT #1

This AGREEMENT dated for reference the 8th day of April, 2009.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA represented by the Minister of Advanced Education and Labour
Market Development, (herein called the "Province")

OF THE FIRST PART

AND:

British Columbia Construction Association
#210 - 174 Wilson Street, Victoria, BC V9A 7N6
Hereinafter referred to as the Recipient

(herein called the "Recipient")

OF THE SECOND PART

WITNESS THAT WHEREAS:

- a. The parties hereto entered in an Agreement dated for reference the 13th day of October, 2009, contract #CA90109004 (hereinafter called the "Agreement"),
- b. AND WHEREAS the parties have agreed to amend the Agreement.

NOW THEREFORE in consideration of the covenants and agreements

herein contained, the parties agree as follows:

- (1) That the Attached Schedule A replace the Schedule A to the original agreement.
- (2) That in all other respects, the terms and conditions of the Agreement remain unchanged.

The parties hereto have executed this Agreement on the day and year as set out above.

SIGNED AND DELIVERED by the Contractor
or by an Authorized Representative

SIGNED AND DELIVERED on behalf of the
Province by an authorized representative of the
Province.

Mansley Mchuchua

(Print Name of Contractor or Authorized
Representative)

D RHYMER

(Print Name of Authorized Representative)

[Signature]

(Signature)

[Signature]

(Signature)

SCHEDULE A

A1 PROJECT NAME:

The Skilled Trades Employment Pilot Project (the "Pilot Project") as described in this Schedule.

A2 PURPOSE AND GOAL

This Pilot Project is meant to strengthen and grow BC's skilled trades sector by enhancing the opportunities of non-EI eligible persons and low skilled employees to enter and advance in trades related careers. It is meant to engage non-EI eligible persons in a process that will result in meaningful, well-paying trades-related career paths.

A3 The Term of this Agreement is April 15, 2009 to October 15, 2010.

A4 DEFINITIONS

In the schedules:

- a) "Participants" means any Eligible Beneficiaries participating in the Pilot Project.
- b) "Partners" means service providers who are qualified to provide relevant training or perform specialized literacy assessments and/or utilize specialized assessment tools.
- c) "Trade Employment Specialists" or "TES" means trades people with experience in the construction industry who will be trained and qualified for the role of assessing skills, finding employment opportunities, matching the skills with opportunities, and fostering career progression through training, apprenticeship, and satisfactory working conditions.
- d) "TES Coordinator" means staff responsible for supporting the TES by assisting with intake of Participants, reviewing the eligibility, preparing intake files, giving basic information about the program; preparing data for month end reports and client information; and redirecting ineligible clients

A5 GEOGRAPHIC AREA:

The Pilot Project will be available throughout the Province of British Columbia with specific points of access as follows.

- Vancouver
- Abbotsford
- Victoria
- Nanaimo
- Campbell River
- Prince George
- Prince Rupert/Terrace
- Fort St. John
- Nelson
- Kelowna
- Kamloops

A6 PILOT PROJECT DELIVERABLES

A6.1 Approved Service Providers are listed in Schedule C

A6.2 The Recipient will provide the following services for the Pilot Project during the Term:

- a) Create both activity and performance benchmarks as comparators for subsequent regular data collection within the first month of the program and provide proposed benchmarks to the Contract Manager.
- b) Develop a governance model and criteria for allocating the Innovation Fund within 60 days of the provision of start up funding. The fund will be used to provide direct training, supports and/or opportunities to Participants. Guidelines for allocating funding will include:
 - i. giving priority to Participants who are already working with a TES where a specific need is identified to facilitate employment (for example tools, a bus voucher, work boots, a short course or getting drivers training and a driver's license – an intervention that bridges directly to a job or to training);
 - ii. selecting Participants who are currently working where a specific training need is identified;
 - iii. selecting Industry Specific Training (e.g. CORE construction foundation training); and
 - iv. providing a wage honorarium to Participants to enable the transition into employment.
- c) Establish a regional delivery strategy through four existing BCCA regional offices of:
 - i. Vancouver;
 - ii. Vancouver Island;
 - iii. Kelowna; and
 - iv. Prince George.
- d) Design a regional strategy for program delivery in each region, which will include the direct provision of services to Participants outside of the identified locations where need is demonstrated and cost is feasible, within 60 days of start up funding.
- e) Provide 12 TES and four TES Coordinators to deliver the Pilot Project, using existing regional and or satellite office spaces, in the following locations – Vancouver, Abbotsford, Victoria, Nanaimo, Campbell River, Prince George, Prince Rupert/Terrace, Fort St. John/ Nelson, Kelowna and Kamloops.
- f) Promote the Pilot Project to potential Small Businesses, potential participants and potential partners through a formalized communication plan which includes activities such as:
 - i) direct person-to-person contact by TES;
 - ii) requesting referrals from other Small Businesses and/or existing industry networks or non-governmental organizations;
 - iii) targeted advertising via print, direct mail, broadcast;
 - iv) marketing collateral such as brochures, newsletters, flyers and/or posters;
 - v) promotional activities including community projects, job fairs, tradeshow, conferences and school presentations;
 - vi) publications in newsletters and trade journals; and
 - vii) media relations campaigns (including but not limited to taking Partners, media, and other persons on work site tours).
- g) Screen potential participants to ensure they are:
 - i. Eligible Beneficiaries under the LMA, as defined in this Agreement; and

- ii. not receiving funding under any other government funded labour market program, (i.e. training, placement services).
- h) Identify and assess potential participant's understanding, aptitude and preference for trades related employment
- i) Assess Participants:
 - i) to determine possible reasons for not connecting with a position within the industry and/or need for further detailed assessment;
 - ii) to identify related certificates;
 - iii) to identify related skills and experience;
 - iv) to identify potential match(es) in the trades, and with area employers (using process similar to attached Appendix 1);
 - v) to identify related issues such as transportation, family commitments, expectations of the workplace;
 - vi) to identify short and long term career goals and wage and position expectation;
 - vii) to identify English language skills, understanding of trades language and terms; and
 - viii) to identify barriers that clients face and recommend courses that clients should take
 - ix) to assist employed Participants access required training (e.g., English language instruction, literacy, etc.).
- j) Recommend and provide funding for further in-depth assessments and/or training for Participants, as required, through Partners;
- k) Provide unemployed Participants with a Return to Work Action Plan that clearly articulates next steps, identifies road blocks to success, and outlines the path forward;
- l) Provide Job Placement services for Participants including:
 - i) matching Participants with employers; and
 - ii) monitoring for retention (e.g. troubleshooting, recommending training, etc.).
- m) Ensure a good fit exists between Participant and Small Business by monitoring a minimum of 4-6 times after skills enhancement and/or placement;
- n) Develop Labour Market Information specific to British Columbia through:
 - i) further refinement of current National Construction Sector Council Labour Market Information;
 - ii) develop an occupational forecast model and quality research outlook reports based on a range of demand and supply inputs provided by the labour market information committee made up of senior representatives involved in the BC Construction Sector Council;
 - iii) review supply side research data and Major Projects Inventory lists with industry stakeholders to determine more accurate supply gaps and demand drivers; and
 - iv) provide this information, at no charge, through the Recipient's website, crediting the program funders.
- o) Provide a final project report ("Final Report") upon completion of the Pilot Project, including but not limited to outlining project outcomes, best practices and lessons learned.

A7 CONTRACT MANAGEMENT

- a) The Province will support the Pilot Project by providing funding as per the Schedule B attached.
- b) The Province will NOT provide:
 - Participant nor Small Business referrals or
 - Operational advice

A7.1 Outcomes the pilot project is expected to achieve:

- a) Enhance Employability and employment of Participants by providing:
 - i) one-on-one assessments for 1300 participants – initial screening, updated resumes;
 - ii) online assessments for 195 participants;
 - iii) 1040 complete assessments for participants – including providing participants with targeted occupation information and Return to Work Action Plan; and
 - iv) placements for 585 participants – match a participant with a position or formal training.
- b) Assist Small Businesses manage workforce fluctuations by creating a highly skilled workforce through outcomes noted above.
- c) Enhance the Labour Market Information knowledge for BC trades-related construction businesses and education/training institutions through provision of detailed Labour Market Information.

CONTRACT COMMITMENT REVIEW CHECKLIST

New Contract/Amendment # 2

Contract Number CA 90109004

Contract Name BRITISH COLUMBIA CONSTRUCTION ASSOCIATION

Contract Approval Sheet

- ☒ All Approval signatures present and valid for the account coding (in compliance to Ministry Approval limit)

Contract

- ☒ All parties have signed the contract (valid spending authority for the Ministry)

Schedule B

The following is highlighted with a yellow marker

- ☒ Fees - Rate of pay is provided
☐ Expenses - Accommodation & other travel costs are in accordance with policies & and within provisions N/A

CAS/ORCA

Commitment on CAS/ORCA checked against source document for:

- ☒ Contract Number located in the PO Header
☒ Supplier Name located in PO Header
☒ Supplier Site located in the PO Header
☒ Award Process correctly keyed on CAS/ORCA located in the [DFF]
☒ Start and End date of contract. Located in the [DFF]
☒ Total Contract Amount & Amended Amount of contract. Located in the [DFF] INCREASED TO \$3,523,772.00
☒ Contract Type located in the (Category Field) Change Sub-Category to appropriate Type use [LOV] - List of Values
☒ Check Distribution Supplier and GL Coding
☒ PO Detail Report is attached to Contract and is Approved.
☒ Date & sign checklist

Carolyn Sites
FASB SIGNATURE

Contract review/ler/July01

DATE

June 15 / 10



MINISTRY OF ADVANCED
EDUCATION AND LABOUR
MARKET DEVELOPMENT

CONTRACT APPROVAL SHEET
AMENDED CONTRACTS

CONTRACTOR INFORMATION				DO NOT WRITE IN SHADED AREAS		
Legal Name of Contractor (and Seconded, if applicable): British Columbia Construction Association		Vendor Site (Supplier Code): 847178/001		Contract Number: CA90109004		Amendment Number: 2
Contractor Address for Payment: 401 - 655 Tyee Road, Victoria, BC V9A 6X5		Ministry Branch/Office Name: Labour Market Development Branch/ Labour Market Agreement Unit		T/B Approval Number:		
CONTRACT TERMS				IF CONTRACT SPANS MORE THAN ONE FISCAL YEAR, DISTRIBUTE TOTAL AMENDED CONTRACT DOLLARS BY FISCAL YEARS. ** Previous year's amount MUST NOT be less than has already been paid out.		
	PREVIOUS DATES/ AMOUNTS	INCREASED (DECREASED) BY	AMENDED DATES/AMOUNTS (Leave Blank if Unchanged)	** PREVIOUS FISCAL YR(S) AMOUNT 2009/2010	CURRENT FISCAL YR AMOUNT 2010/2011	AMOUNT FOR FUTURE FISCAL YR(S) 20 /20
Start Date	April 8, 2009					
End Date	Oct. 15, 2010					
Fee	\$3,400,375.00	\$123,397	\$ 3,523,772	\$2,000,000*	\$1,400,375* \$1,523,772	\$0
Expenses	\$N/A	\$ N/A	\$ -	\$	\$	\$
Contract Max (fees & expenses)	\$3,400,375.00	\$3,523,772 \$123,397	\$3,523,772	\$2,000,000	\$1,523,772	\$
Account Coding						
Response Centre	Service Line	STOB(s)	Project Number	Amount		
11656	20921	8001 /	1101224	\$123,397		
				\$		
Summary of changes to deliverables and/or clauses: Amendment to show: <ul style="list-style-type: none">Budget Increase to Innovation Fund of \$123,397 (from \$561,600) for total of \$684,997. ✓Additional 72 clients to receive funded employment placements. ✓						
Background rationale for amendment: The Innovation Fund (part of overall budget) allows agency to provide funded employment placement. It has been an effective component of the work being done under this contract. The increase will allow the agency to provide an additional 72 clients with funded employment placements. Funds to come from overall Small Business Skills Training allocation.						

Additional comments:

- Because the contract spans two fiscals and agency bills are based on eligible monthly costs, exact amounts for each of the two fiscals are not known (i.e. until final billing for each fiscal is received).

Contract Manager certification: I certify that this Contract Amendment meets the requirements of ministry contract management policy (*Financial Management Policy and Procedures Manual*, Chapter 4):

Contract Manager: (Please Print of Type Name)

Leslie Page

Date: April 6, 2010

Signature:

Telephone #: 250-387-4783

Finance & Administrative Services Branch (FASB) and ADM, Management Services approval includes review for policy compliance, completeness and clarity, NOT for program appropriateness.

Print or Type name of Contract Administrator:

Telephone number:

FASB Contract Mgmt. Unit or Branch Contract Administrator:

Date:

Comments:

Spending Authority:

Date:

Comments:

Division ADM:

Date:

Comments:

ADM, Management Services:

Date:

Comments:

Deputy Minister:

Date:

Comments:

INSTRUCTIONS

CONTRACT MANAGER: When forwarding the amendment for the above approvals, please attach copies of previous approval sheets, amendments and original contract, as they will be required for obtaining the necessary approvals.

Please forward original Approval Sheet for Amended Contracts together with the signed original Amendment to FASB, Accounts Section immediately after the Amendment has been signed by both parties.

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

- (1) That the budget for the Innovation Funds Program is increased by \$123,397 bringing the total contract value to \$3,523,772,
- (2) That this increase in funding to the Innovation Funds Program will result in 72 additional funded employment placements bringing the total number of funded employment placements to approximately 400.
- (3) That in all other respects, the terms and conditions of the Agreement remain unchanged.

The parties hereto have executed this Agreement on the day and year as set out above.

SIGNED AND DELIVERED by the Contractor or
by an Authorized Representative

SIGNED AND DELIVERED on behalf of the
Province by an authorized representative of the
Province.

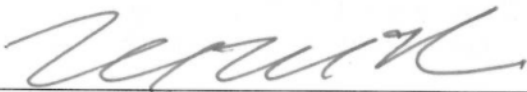
Manley Melachlan

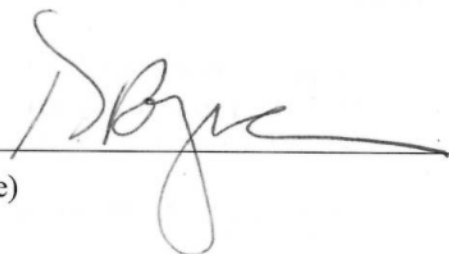
B.C. Construction Association

(Print Name of Contractor or Authorized
Representative)

Deb Rhymen

(Print Name of Authorized Representative)


(Signature)


(Signature)

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF ADVANCED EDUCATION AND LABOUR MARKET DEVELOPMENT
TRANSFER UNDER AGREEMENT

AMENDMENT #2

This AGREEMENT dated for reference the 14th day of May, 2010.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Advanced Education and Labour Market Development, (herein called the "Province")

OF THE FIRST PART

AND:

BRITISH COLUMBIA CONSTRUCTION ASSOCIATION
#401 - 655 Tyee Road, Victoria, BC V9A 6X5
(herein called the "Recipient")

OF THE SECOND PART

WITNESS THAT WHEREAS:

- a. The parties hereto entered in an Agreement dated for reference the 8th day of April, 2009, and subsequently amended on the 13th day of October, 2009, a copy of which is attached hereto as Appendix "1",
- b. AND WHEREAS the parties have agreed to amend the Agreement.

Report Id: BCP0010
Client : 019
From Entered Date: 2006/01/01
To Entered Date : 2010/05/26

Ministry of Advanced Education

Purchase Order Detail
Sorted By Service Line

Page: 2
Run On: 2010/05/26
At: 07:44:49

Service Line: 20921 Canada-BC Labour Market Agreement
PO Number: CA90109004 Rev: 1

Creation Date: 2009/05/06
Start Date: 2009/04/15
End Date: 2010/10/15
Revised Date: 2010/05/21

Status: Approved
Total Amount: 3400375.00
P.O Class: A
Type: Standard Purchase Order
Amended Total: 3400375.00
Amount: 3,523,772.00

Trade Agreement Code: Purchase of an exempted commodity
Procurement Process : Direct Invitation to selected ven
Doc.Control Reason : INCREASE IN DOLLAR VALUE BY \$
Buyer : MORRIS, MELINDA ANN
Supplier : BRITISH COLUMBIA CONSTRUCTION ASSOCIATION # 847178/001
Address : 401-655 TYEE RD VICTORIA BC V9A6X5

Line	Line Type	Category	Status	Cancelled?	Quantity	Price	Item Description
1	Receipt - A	AB.AB02	OPEN	N	3,523,772.00	1.00	FY10 - FEES
Charge Account				PO Line Amount	Amount Invoiced	Tax Code	Tax Amount
s.17				3,523,772.00	2,040,225.00		0.00
							Line Balance
							1,483,547.00

Invoice Batch Number	Invoice Number	Inv Date	Invoice Status	Line	Line Amount
AE10OCTMXM01	CA90109004	2009/09/24	Validated	1	168,001.70
AE10MAYMXT02	CA90109004-A01	2009/04/30	Validated	1	850,093.75
AE10JULMXT03	CA90109004-A02	2009/07/15	Validated	1	68,636.64
AE10AUGMXL02	CA90109004-A03	2009/07/30	Validated	1	151,836.74
AE10SEPMXT01	CA90109004-A04	2009/08/24	Validated	1	152,604.80
AE10NOVMXM06	CA90109004-A06	2009/10/29	Validated	1	203,814.37
AE10DECMXT01	CA90109004-A07	2009/11/23	Validated	1	199,692.56
AE10JANMXL01	CA90109004-A08	2009/12/30	Validated	1	210,332.51
AE10FEBMXT01	CA90109004-A09	2010/01/27	Validated	1	35,211.93

Total Amount Invoiced: 2,040,225.00

	PO Amount	Amount Invoiced	Balance
Total Service Line: 20921 Canada-BC Labour Market Agreement:	3,523,772.00	2,040,225.00	1,483,547.00

***** End Of Report *****

Report Parameters

Sort 1.....: Service Line
Sort 2.....:
Sort 3.....:
Include Comments?.....: No
From Entered Date.....: 2006/01/01
To Entered Date.....: 2010/05/26
From GL Code Combination.....:
To GL Code Combination.....:
Buyer (Skip For All).....:
Supplier (Skip For All).....:
Header Status (Skip For All)...:
Line Status (Skip For All)....:
Show Invoices?.....: Yes
From Category.....:
To Category.....:
From PO Number.....: CA90109004
To PO Number.....: CA90109004
Display Distribution Supplier?: No

CONTRACT COMMITMENT REVIEW CHECKLIST

New Contract/Amendment # 3

Contract Number ~~001157~~ CA 901 09004

Contract Name BRITISH COLUMBIA CONSTRUCTION ASSOCIATION

Contract Approval Sheet

☒ All Approval signatures present and valid for the account coding (in compliance to Ministry Approval limit)

Contract

☐ All parties have signed the contract (valid spending authority for the Ministry)

Schedule B

The following is highlighted with a yellow marker

- ☒ Fees - Rate of pay is provided
☐ Expenses - Accommodation & other travel costs are in accordance with policies & and within provisions N/A

CAS/ORCA

Commitment on CAS/ORCA checked against source document for:

- ☒ Contract Number located in the PO Header
☒ Supplier Name located in PO Header
☐ Supplier Site located in the PO Header
☐ Award Process correctly keyed on CAS/ORCA located in the [DFF]
☒ Start and End date of contract. Located in the [DFF] EXTENDED TO NOV 01, 2010
☒ Total Contract Amount & Amended Amount of contract. Located in the [DFF]
☒ Contract Type located in the (Category Field) Change Sub-Category to appropriate Type use [LOV] - List of Values
☒ Check Distribution Supplier and GL Coding
☒ PO Detail Report is attached to Contract and is Approved.
☒ Date & sign checklist

C. Latus
FASB SIGNATURE

DATE

Contract review/ler/July01

Oct. 15. 2010 8:56AM BC Ministry of Education

No. 2126 P. 2

*CA90109004***Contract# CA90109004**

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF ADVANCED EDUCATION AND LABOUR MARKET DEVELOPMENT
TRANSFER UNDER AGREEMENT

AMENDMENT #3

This AGREEMENT dated for reference the 15th day of October, 2010.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Advanced Education and Labour Market Development, (herein called the "Province")

OF THE FIRST PART

AND:

BRITISH COLUMBIA CONSTRUCTION ASSOCIATION
#401 - 655 Tyee Road, Victoria, BC V9A 6X5
(herein called the "Recipient")

OF THE SECOND PART

WITNESS THAT WHEREAS:

- a. The parties hereto entered in an Agreement dated for reference the 8th day of April, 2009, and subsequently amended on the 13th day of October, 2009, and on the 14th day of May, 2010.
- b. AND WHEREAS the parties have agreed to amend the Agreement.

*Amendment completed
on CAS Pad DL 10/14/10*

12

Oct. 15. 2010 8:57AM B. Ministry of Education

No. 2126 P. 3

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

- 01 *will*
- (1) That the contract end date be extended to November 2010.
 - (2) That in all other respects, the terms and conditions of the Agreement remain unchanged.

The parties hereto have executed this Agreement on the day and year as set out above.

SIGNED AND DELIVERED by the Contractor or
by an Authorized Representative

SIGNED AND DELIVERED on behalf of the
Province by an authorized representative of the
Province:

Maxley McHACKCAN

(Print Name of Contractor or Authorized
Representative)

Mark Gillis

(Print Name of Authorized Representative)

[Signature]

(Signature)

[Signature]

(Signature)



MINISTRY OF REGIONAL ECONOMIC
AND SKILLS DEVELOPMENT

CONTRACT APPROVAL SHEET
FOR AMENDED CONTRACTS

CONTRACTOR INFORMATION				DO NOT WRITE IN SHADED AREAS		
Legal Name of Contractor (and Seconded, if applicable): British Columbia Construction Association				Vendor Site (Supplier Code): 847178/001		
Contractor Address for Payment: 401- 655 Tyee Rd Victoria BC V9A 6X5				Contract Number: Contract# CA90109004	Amendment Number: 4	
Ministry Branch/Office Name: LMA UNIT				T/B Approval Number:		
CONTRACT TERMS				IF CONTRACT SPANS MORE THAN ONE FISCAL YEAR, DISTRIBUTE TOTAL AMENDED CONTRACT DOLLARS BY FISCAL YEARS. ** Previous year's amount MUST NOT be less than has already been paid out.		
	PREVIOUS DATES/ AMOUNTS	INCREASED (DECREASED) BY	AMENDED DATES/AMOUNTS (Leave Blank if Unchanged)	** PREVIOUS FISCAL YR(S) AMOUNT 2009/2010	CURRENT FISCAL YR AMOUNT 2010/2011	AMOUNT FOR FUTURE FISCAL YR(S) 2011/2012
Start Date	April 8, 2009		Apr. 8 2009			
End Date	October 15, 2010		Oct. 31, 2011			
Fee	\$3,523,772	\$2,395,832	\$5,919,604	\$2,000,000 2,040,225	\$2,980,605 2,940,380	\$938,999
Expenses	\$	\$	\$	\$	\$	\$
Contract Max (fees & expenses)	\$3,523,772	\$2,395,832	\$5,919,604	\$2,000,000 2,040,225	\$2,980,605 2,940,380	\$938,999
Account Coding						
Response Centre	Service Line	STOB(s)	Project Number	Amount		
11656	20921	8001	1101224	\$5,919,604		
				\$		
Summary of changes to deliverables and/or clauses: <ul style="list-style-type: none"> Contract Extension to October 31, 2011 Increase in project outcomes. 						
Background rationale for amendment: The budget increase and extension will allow the agency to provide an additional 434 placements. Funds to come from overall Small Business Skills Training allocation.						
Additional comments: Because the contract spans two fiscals and agency bills are based on eligible monthly costs, exact amounts for each of the two fiscals are not known (i.e. until final billing for each fiscal is received).						

Contract Manager certification: I certify that this Contract meets the requirements of ministry contract management policy (*Financial Management Policy and Procedures Manual*, Chapter 4):

Contract Manager:

Telephone: 250 387-4783

LESLIE PAGE

Signature:

Date: NOV 1, 2010

Comments:

Where required, Information Data Management Branch (IDM), CFO and ADM, Management Services approval includes review for policy compliance, completeness and clarity, NOT for program appropriateness.

Contract Administrator, IDM:
Bruce Smith

Signature:

Date:
OCTOBER 31, 2010

Comments:

Director LMID Finance:
Donna Porter

Signature:

Date:

Nov 2/10

Comments:

Expense Authority:

Signature:

Melanie Stewart

Date:

Nov. 12, 2010

Comments:

Chief Financial Officer - All service contracts:
Jacquie Stewart

Signature:

Date:

Comments:

Executive Financial Officer - for service contracts >\$50,000:
Jacquie Dawes

Signature:

Date:

Comments:

Division ADM:

Signature:

Date:

Comments:

INSTRUCTIONS

CONTRACT MANAGER: When forwarding the amendment for the above approvals, please attach copies of previous approval sheets, amendments and original contract, as they will be required for obtaining the necessary approvals.

Please forward original Approval Sheet for Amended Contracts together with the signed original Amendment to IDMB, Accounts Section immediately after the Amendment has been signed by both parties.

Parker, Elaine JTI:EX

From: Davidson, Paul AVED:EX
Sent: Tuesday, July 12, 2011 4:35 PM
To: Parker, Elaine JTI:EX
Subject: RE: CA90109004 - British Columbia Construction Association

#4

Hi Elaine, we don't have anything more here on that contract. I would suggest that you check with the program area, they would have a backup copy of any amendment that was done. Sorry I couldn't be of more assistance.

Paul Davidson, BA
Team Leader, Financial Services
Ministry of Advanced Education
Post Secondary Funding and Corporate Finance Branch
location: 5th Floor, 835 Humboldt Street
mailing address: PO Box 9154 Stn Prov Govt
Victoria BC V8W 9H1
telephone 250-387-8869
fax 250-387-6360

From: Parker, Elaine JTI:EX
Sent: Monday, July 11, 2011 2:41 PM
To: Davidson, Paul AVED:EX
Subject: RE: CA90109004 - British Columbia Construction Association

Thank you, and while you are looking, could you see if there is an amendment for the amount to be increased from 3,523,772.00 to 5,919,604.00 as this is also not showing in the paperwork that I currently have. The most recent Purchase Order Detail shows a different amount from the previous one.

If you have any questions regarding this, please don't hesitate to contact me.

Elaine Parker

Senior Revenue Clerk / Accounts Payable Clerk
Finance and Administrative Services
Ministry of Jobs, Tourism and Innovation
3rd Floor, 800 Johnson Street
Victoria, B.C. V8W 9W1
T 250.387.1477
F 250.387.2815
elaine.parker@gov.bc.ca
Consumer: www.HelloBC.com



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From: Davidson, Paul AVED:EX
Sent: Monday, July 11, 2011 2:36 PM
To: Parker, Elaine JTI:EX
Subject: RE: CA90109004 - British Columbia Construction Association

Hi Elaine, let me double check what we have here.

Paul Davidson, BA
Team Leader, Financial Services
Ministry of Advanced Education
Post Secondary Funding and Corporate Finance Branch

location: 5th Floor, 835 Humboldt Street
mailing address: PO Box 9154 Stn Prov Govt
Victoria BC V8W 9H1
telephone 250-387-8869
fax 250-387-6360

From: Parker, Elaine JTI:EX
Sent: Monday, July 11, 2011 1:14 PM
To: Davidson, Paul AVED:EX
Subject: CA90109004 - British Columbia Construction Association

Hello Paul

Derek Cockburn has asked that I set up this contract in Oracle. When I looked through the paperwork I found two different end dates. The purchase Order Detail shows the end date as 2011/10/31 but the contract appears to be amended to 2010/11/01. Could you confirm which date I should be using?

Thank you

Elaine Parker

Senior Revenue Clerk / Accounts Payable Clerk
Finance and Administrative Services
Ministry of Jobs, Tourism and Innovation
3rd Floor, 800 Johnson Street
Victoria, B.C. V8W 9W1
T 250.387.1477
F 250.387.2815
elaine.parker@gov.bc.ca
Consumer: www.HelloBC.com



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PROVINCE OF BRITISH COLUMBIA
MINISTRY OF REGIONAL ECONOMIC AND SKILLS DEVELOPMENT
TRANSFER UNDER AGREEMENT

AMENDMENT #4

This AGREEMENT dated for reference the 1st day of November, 2010.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Regional Economic and Skills Development, (herein called the "Province")

OF THE FIRST PART

AND:

BRITISH COLUMBIA CONSTRUCTION ASSOCIATION
#401 - 655 Tyee Road, Victoria, BC V9A 6X5
(herein called the "Recipient")

OF THE SECOND PART

WITNESS THAT WHEREAS:

- a. The parties hereto entered in an Agreement dated for reference the 8th day of April, 2009, and subsequently amended on the 13th day of October, 2009, the 14th day of May, 2010, and on the 15th day of October, 2010, a copy of which is attached hereto as Appendix "1" (hereinafter called the "Agreement"),
- b. AND WHEREAS the parties have agreed to amend the Agreement.

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

- (1) That Section 1.01 of the Agreement is deleted and is replaced by Section A8 of Schedule A, titled "Eligibility Criteria".
- (2) That the term of the agreement, as set out in section A.2 of schedule A, be changed to April 15, 2009 to October 31, 2011.
- (3) That all previous schedules be replaced with the schedules attached to this Amendment.
- (4) That in all other respects, the terms and conditions of the Agreement remain unchanged.

The parties hereto have executed this Agreement on the day and year as set out above.

SIGNED AND DELIVERED by the Contractor or
by an Authorized Representative

SIGNED AND DELIVERED on behalf of the
Province by an authorized representative of the
Province.

Mawley McLaughlin

(Print Name of Contractor or Authorized
Representative)

Mark Gilles

MELANIE STEWART

(Print Name of Authorized Representative)

[Signature]

(Signature)

[Signature]

(Signature)

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is requested. Complete Sections A, B, D and E if this is an initial contract. Complete Sections A, C, D and E if this is an amendment. Questions about the collection or use of this information can be directed to Contracts, Policy and Review, at (250) 387-4589.

☐ New Contract or ☒ Amendment - contract has Increased / <Decreased> by: \$4,190,172 (leave blank if unchanged)

A. Branch Action

Branch/Division: Labour Market Programs Branch Labour Market Agreement Unit	Contract Manager: Leslie Page	Telephone: (250 387-5691)
---	----------------------------------	------------------------------

B. Initial Contract - General Service Agreement Attached (form can be found): http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc

Project description: **British Columbia Construction Association - Skilled Trades Employment Project:** This province-wide project works with unemployed individuals, as well as employed, low-skilled individuals to find well-paying jobs in construction-related trades. Services include assessment, training (including implementation of apprenticeships, placement and follow-up support to ensure success. The project began as a pilot in April 2009, and has consistently achieved program targets for placements.

Mandatory to Select One Procurement Process (X): Procurement and AIT Code descriptions

- | | | |
|--|---|--|
| <input type="checkbox"/> 100 = Open Competitive Process | <input type="checkbox"/> 200 = Direct Awards – Public Sector Organization | <input type="checkbox"/> 201 = Direct Awards – Sole Source |
| <input type="checkbox"/> 202 = Direct Awards – Emergency | <input type="checkbox"/> 203 = Direct Awards – Security, Order, etc. | <input type="checkbox"/> 204 = Direct Awards - Confidentiality |
| <input checked="" type="checkbox"/> 205 = Direct Awards - Notice of Intent | <input type="checkbox"/> 207 = Direct Award – Under \$25,000 | |
| <input type="checkbox"/> 208 = Direct Award – Financial Assistance - TUA | <input type="checkbox"/> 209 = Direct Award – Cost Sharing Agreement – TUA | |
| <input type="checkbox"/> 300 = Direct Invitation to Selected Vendors | <input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List | |
| <input type="checkbox"/> 401 = Competition form Vendors on Pre-Qualification Lists | <input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement | |
| <input type="checkbox"/> 600 = other purchase process (FSA)" | | |

Mandatory to Select One AIT Exclusion (X) (descriptions can be found at): Procurement and AIT Cod descriptions

- | | | |
|--|--|---|
| <input type="checkbox"/> 100 = Purchase subject to AIT | <input type="checkbox"/> 200 = Purchase below applicable AIT threshold | <input checked="" type="checkbox"/> 300 = Purchase exempt commodity/service |
|--|--|---|

C. Amendment - Modification Agreement Attached (form at): http://icw.cd.gov.bc.ca/fas/fin_contracts/documents/modification_agreement.doc

Reason for amendment is (X): ☐ Change in deliverables ☒ Other (specify): Program results positive - contract extended to serve additional LMA participants.

D. Commitment (Once the amount of the contract or amendment has been entered to the account(s) indicated below, it should not be changed.)

Contractor name: (verified on BC Online Corporate Registry) British Columbia Construction Association	Company registration #: Society # S-0008722
--	--

Doing business as:

Address: #401 - 655 Tyee Road, Victoria, BC

Postal code: V9A 6X5

Phone: 250 475 1077

Fax: 250 475-1078

Commitment # (to be quoted on all invoices): Contract # CA90109004

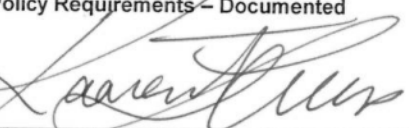
Term of Agreement: From: April 8, 2009

To: March 31, 2013

Contract Price:	\$	10,109,776	Responsibility Centre	Service Line	STOB	Project Number
Max. Fee:	\$	n/a	51651	20921	8001	5121224
Max. Expenses:	\$	n/a				

E. Authorization

☐ (X) Contract Policy Requirements - Documented

Spending Authority: 

F. Assistant Deputy Minister

Pre Approval for Direct Award – Sole Source
Service Contract (stob 60) \$25,000 or more:

N/A NOV 1 2011

Date:

FINANCIAL OPERATIONS
MINISTRY OF COMMUNITY DEVELOPMENT &
MINISTRY OF TOURISM, CULTURE & THE ARTS

Attach contract/amendment and return to Financial Services, 3rd Floor, 800 Johnson Street

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF JOBS, TOURISM AND INNOVATION
TRANSFER UNDER AGREEMENT

AMENDMENT #5

This AGREEMENT dated for reference the 27th day of October, 2011.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Jobs, Tourism and Innovation (herein called the "Province")

OF THE FIRST PART

AND:

BRITISH COLUMBIA CONSTRUCTION ASSOCIATION
#401 - 655 Tyee Road, Victoria, BC V9A 6X5
(herein called the "Recipient")

OF THE SECOND PART

WITNESS THAT WHEREAS:

- a. The parties hereto entered in an Agreement dated for reference the 8th day of April, 2009, and subsequently amended on the 13th day of October, 2009, the 14th day of May, 2010, the 15th day of October, 2010 and on the 1st day of November, 2010.
- b. AND WHEREAS the parties have agreed to amend the Agreement.

/2



NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

- (1) That the term of the agreement, as set out in section A.2 of Schedule A, be changed to April 15, 2009 to March 31, 2013.
- (2) That all previous schedules be replaced with the schedules attached to this amendment.
- (3) That in all other respects, the terms and conditions of the Agreement remain unchanged.

The parties hereto have executed this Agreement on the day and year as set out above.

SIGNED AND DELIVERED by the Contractor or
by an Authorized Representative

SIGNED AND DELIVERED on behalf of the
Province by an authorized representative of the
Province.

Manley Macdonald

(Print Name of Contractor or Authorized
Representative)

KAREN LEWIS

(Print Name of Authorized Representative)

[Signature]

(Signature)

[Signature]

(Signature)

SCHEDULE A
Services
NOVEMBER 1, 2011 – MARCH 31, 2013

A1. PROJECT NAME

The Skilled Trades Employment Project (the "Project") as described in this Schedule.

A2. PURPOSE

This Project is meant to strengthen and grow BC's skilled trades sector by:

- a) enhancing the opportunities of non-EI eligible persons and low-skilled employees to enter and advance in meaningful, well-paying construction trades related careers;
- b) assisting businesses to manage workforce fluctuations by creating a highly skilled workforce; and
- c) enhancing the labour market Information knowledge for BC trades-related businesses and education/training institutions through provision of detailed labour market information.

A3. TERM

The Term of this Agreement is April 15, 2009 to March 31, 2013 with the option to renew the contract up to March 31, 2014.

Phase 1 (Pilot):

Contract Term 1: April 15, 2009 to October 31, 2010

Phase 2:

Contract Term 2: November 1, 2010 to October 31, 2011

Contract Term 3: November 1, 2011 to March 31, 2013

A4. DEFINITIONS

In the schedules:

- a) A "Participant" means an individual who meets the Participant Eligibility Criteria described in Section A9 below and whose application to participate in the Project is approved by the Recipient. (Section A9 replaces Section 1, 1.01 of the Transfer Under Agreement).
- b) "Partners" mean service providers who are qualified to perform specialized assessments such as literacy assessments and/or utilize specialized assessment tools, and provide relevant training.

- c) "Trade Employment Specialists" or "TES" means trades people whenever possible with experience in the construction industry who will be trained and qualified for the role of assessing skills, finding employment opportunities, matching the skills with opportunities, and fostering career progression through training, apprenticeship, and satisfactory working conditions.
- d) "TES Coordinator" means staff responsible for supporting the TES by assisting with intake of Participants, reviewing the eligibility, preparing intake files, giving basic information about the Project; preparing data for month end reports and client information; and redirecting ineligible individuals.

A5. POINTS OF ACCESS:

The Project will be available throughout the Province of British Columbia with specific points of access as follows:

- Abbotsford
- Fort St. John
- Kamloops
- Kelowna
- Nanaimo
- Nelson
- Prince George
- Prince Rupert
- Terrace
- Vancouver
- Victoria

A6. PROJECT DELIVERABLES

A6.1 Approved sub-contractors are listed in Schedule C.

A6.2 The Recipient will provide the following services:

- a) Create both activity and performance benchmarks as comparators for subsequent regular data collection prior to October 31, 2010 and provide proposed benchmarks to the Contract Manager.
- b) Develop and maintain a governance model and criteria for allocating the Innovation Fund. The fund will be used to provide direct training, supports and/or opportunities to Participants. Guidelines for allocating funding will include:
 - i. giving priority to Participants who are already working with a TES where a specific need is identified to facilitate employment (for example tools, a

- bus voucher, work boots, a short course or getting drivers training and a driver's license – an intervention that bridges directly to a job);
 - ii. selecting Participants who are currently working where specific training needs are identified;
 - iii. selecting Industry Specific Training (e.g. CORE construction foundation training); and
 - iv. providing a wage honorarium to Participants to enable the transition into employment.
- c) Establish and manage a regional delivery strategy through the four existing BCCA regional offices located in/on:
- i. Vancouver;
 - ii. Vancouver Island;
 - iii. Kelowna; and
 - iv. Prince George.
- d) Design, manage and operate a regional strategy for service delivery in each of the four regions, which will include the direct provision of services to Participants outside of the identified locations where need is demonstrated and the cost is feasible.
- e) To address increased service demand in Vancouver, Prince Rupert and Fort St. John, the Recipient will provide an additional three full-time TES and one additional TES Coordinator effective November 2011, for a total of 15 full-time TES and five full-time TES Coordinators to deliver the Project, using existing regional and or satellite office spaces in the following locations – Vancouver, Abbotsford, Victoria, Nanaimo, Prince George, Terrace, Fort St. John, Prince Rupert, Nelson, Kelowna and Kamloops.
- f) Promote the Project to potential businesses, potential Participants and potential partners through a formalized communication plan which includes activities such as:
- i. direct person-to-person contact by TES;
 - ii. requesting referrals from other businesses and/or existing industry networks or non-governmental organizations;
 - iii. targeted advertising via print, direct mail, broadcast;
 - iv. distributing marketing materials (e.g. brochures, newsletters, flyers and/or posters);
 - v. promoting the Project through community projects, job fairs, tradeshow, conferences and school presentations;
 - vi. publicizing the Project in newsletters and trade journals; and
 - vii. implementing media relations campaigns (including but not limited to taking Partners, media, and other persons on work site tours).
- g) Screen potential Participants to ensure they are Eligible Beneficiaries under the LMA, as defined in this Agreement; and not receiving funding under any other government funded labour market program (i.e. training, placement services).

-
- h) Screen potential Participants to identify and assess applicants' understanding, aptitude and preference for construction trades-related employment.
 - i) Assess Participants:
 - i. to determine possible reasons for not connecting with a position within the industry and/or need for further detailed assessment;
 - ii. to identify related certificates;
 - iii. to identify related skills and experience;
 - iv. to identify potential match(es) in the trades, and with area employers (using process similar to attached Appendix 1);
 - v. to identify related issues such as transportation, family commitments, expectations of the workplace;
 - vi. to identify short and long term career goals and wage and position expectation;
 - vii. to identify English language skills, understanding of trades language and terms;
 - viii. to identify barriers that clients face and recommend courses that clients should take; and
 - ix. to assist employed Participants to access required training (e.g., English language instruction, literacy, etc.).
 - j) Recommend and provide funding for further in-depth assessments and/or training for Participants, as required, through Partners. For example, where appropriate refer Participants to the Industrial Training Authority's on-line essential skills assessment services and to appropriate training to address gaps in essential skills. (See Section A9 for definition of "Essential skills").
 - k) Provide Participants with an Action Plan (i.e. a plan which clearly articulates next steps, identifies road blocks to success, and outlines a path forward).
 - l) Provide job or training placement services for Participants including:
 - i. matching Participants with employers;
 - ii. matching Participants with formal training; and
 - iii. monitoring for retention (e.g. troubleshooting, recommending training, etc.).
 - m) Ensure a good fit exists between Participant and employer by monitoring a minimum of 4-6 times after skills enhancement and/or placement, and providing additional supports as necessary.
 - n) Develop Labour Market Information specific to British Columbia by
 - i. further refinement of current National Construction Sector Council Labour Market Information;
 - ii. develop an occupational forecast model and quality research outlook reports based on a range of demand and supply inputs provided by senior representatives involved in the current BC Construction Sector Council;

- iii. review supply side research data and Major Projects Inventory lists with industry stakeholders to determine more accurate supply gaps and demand drivers; and
 - iv. provide this information, at no charge, through the Recipient's website, crediting the program funders.
- o) Provide a final Project report ("Final Report") upon completion of the Project, including but not limited to outlining project outcomes, best practices and lessons learned.

A7. CONTRACT MANAGEMENT

- a) The Province will support the Project by providing funding as per the Schedule B attached.
- b) The Province will NOT provide:
 - Participant nor business referrals or
 - Operational advice

A8. PROJECT OUTCOMES:

- i) **One-on-One Assessments***: To provide one-on-one assessments to **1,650** participants during the current Term for an accumulative value of **4,640** one-on-one placements.

* **One-on-One Assessments** are face-to-face interview processes to determine an applicant's eligibility and acceptance into the Project; their aptitude and preference for construction trades-related employment; and the possible reasons why applicants have not found employment including identifying the assistance required to support the applicant to successfully enter into employment.

- ii) **Complete Assessments***: To provide complete assessments to **1,140** Participants during the current Term for an accumulative value of **2,908** complete assessments.

* **Complete Assessments** are face to face interview processes completed for applicants accepted into the Project and include providing Participants with individual employment assessments to identify current education, essential skill levels, experience, and any immediate barriers to employment. A complete assessment includes working with the Participant to prepare an individualized Action Plan. The Action Plan clearly articulates the next steps for the Participant for a trades-related career.

- iii) **Placements***: To provide placements for **747** Participants during the current term for an accumulative value of **1,901** placements.

* **Placements** involve placing Participants into employment or formal training in construction trades-related occupations, or involve providing Participants with assistance to attain trade-related credentials or certification.

A9. ELIGIBILITY CRITERIA

1. Prior to accepting an individual into the Project, the Recipient will verify whether or not the individual qualifies as a "Participant". Only individuals who qualify as Participants may participate in the Project.

"Participants" are defined as individuals:

- a) who are unemployed/non-EI clients, or
- b) who are employed, low-skilled (see definitions below).

In addition, Participants must:

- c) be legally entitled to work in Canada;
- d) be living in BC;
- e) not be a student; and
- f) not currently be participating in another LMA funded program.

Unemployed, non-EI

An "unemployed individual" is defined as an individual who is not self-employed or working full-time or part time.

A "non-EI client" is an individual:

- i. who is not eligible for assistance under labour market programs provided by the Canada Employment Insurance Commission under Part II of the *Employment Insurance Act*, or
- ii. who is not eligible for assistance under any similar labour market programs provided by British Columbia which are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 63) of the *Employment Insurance Act*.

More specifically, a non-EI client is an individual who:

- iii. has not established a regular EI claim in the last three years; and,
- iv. has not established a maternity or parental claim in the past five years.

Employed, Low-Skilled

An "employed" individual is defined as an individual who is receiving, or entitled to receive, wages for work performed for an employer and who is subject to regular employment deductions or who is self-employed.

A "low-skilled" individual is someone who has no post secondary education towards a university degree, and:

- a) lacks the "Essential Skills" necessary for advancement in construction trades related work (see info re Essential Skills below); or
- b) does not have a high school diploma (or equivalent); or
- c) has a high school diploma (or equivalent), but has no recognized certification.

Essential Skills

"Essential Skills" refer to the nine essential skills identified by Human Resources and Social Development Canada, those being reading text, document use, numeracy, writing, oral communication, working with others, thinking skills, computer use and continuous learning.

The Recipient is required to advise applicants in receipt of Canada Pension Plan income to contact their local Service Canada Centre prior to commencing participation in the Project to discuss the impact that participation may have on their pension income.

The Recipient is required to advise applicants who are receiving Income Assistance benefits to get approval to participate in the Project from their Employment Assistance Worker.

**SCHEDULE B
FINANCIAL CONTRIBUTION**

Payments

Pilot Phase/Contract Term 1 (April 8, 2009 to October 31, 2010)

1. The Province will provide a Financial Contribution to the Recipient up to the amount of **\$3,619,605**, in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Services during the Pilot Phase of the Agreement.
2. Payments will be made as follows:
 - (a) an advance within 30 days of the start date of this Amendment, equivalent to 25% of the Pilot Phase amount to assist with initial operating and start up costs:
 - (b) monthly payments within 30 days of receipt and approval by the Province of a completed Monthly Expenditure Report, signed by the Recipient's signing authority, together with:
 - i. Participant Intake and Exit Forms (Schedules G and H);
 - ii. a completed and signed Monthly Activity Report (Schedule I)
 - (c) The advance payment of this Phase will be deducted against subsequent monthly invoices

Phase 2/Contract Term 2 (November 1, 2010 to October 31, 2011)

3. The Province will provide a Financial Contribution to the Recipient up to the amount of \$2,299,999, in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Services during Phase 2/Contract Term 2 of the Agreement.
4. Payments will be made as follows:
 - (a) an advance within 30 days of the start date of this Amendment, equivalent to 30% of the Phase 2 (Contract Term 2) Project budget, attached as Appendix 2 to Schedule B.
 - (b) monthly payments within 30 days of receipt and approval by the Province of Monthly Payment Claims which include:
 - i. Participant Intake and Exit Forms (Schedules G and H);
 - ii. a Monthly Activity Report (Schedule I); and

iii. a Monthly Expenditure Report/invoice (Schedule J) signed by the agency signing authority stating that all expenses listed in the supplied invoice are in accordance with the criteria stated in this Schedule.

(c) The advance payment will either be deducted from the final payment, or from earlier payments once the Service Provider has claimed in excess of 60% of the contract value.

Phase 2/Contract Term 3 (November 1, 2011 to March 31, 2013)

5. The Province will provide a Financial Contribution to the Recipient up to the amount of **\$4,190,172**, in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Services during Phase 2/Contract Term 3 of the Agreement.

6. Payments will be made as follows:

(a) an advance within 30 days of the start date of this Amendment, equivalent to 10% of the Phase 2 (Contract Term 3) Project budget, attached as Appendix 2 to Schedule B.

(b) monthly payments within 30 days of receipt and approval by the Province of Monthly Payment Claims which include:

- i. Participant Intake and Exit Forms (Schedules G and H);
- ii. a Monthly Activity Report (Schedule I);
- iii. a Monthly Expenditure Report/invoice (Schedule J) signed by the agency signing authority stating that all expenses listed in the supplied invoice are in accordance with the criteria stated in this Schedule; and
- iv. a general ledger to support the claim.

The advance payment will be deducted from the final payment, or from earlier payments once the Service Provider has claimed in excess of 85% of the contract value.

(c) The final payment will be made upon:

- i. completion of the Services specified in Schedule "A",
- ii. a final report on the services (details to be specified by the Ministry),
- iii. receipt and approval of the final Monthly Payment Claim including a full accounting of the receipt and expenditure of the Financial Contribution.

Eligible Costs

7. Eligible Costs are the costs relating to the Services components listed in the Project Budget attached as Appendix 1 to Schedule B.

Eligible Costs are also subject to the following limitations:

- i. No Financial Contribution shall be payable to the Recipient for program costs incurred by the Recipient prior to the effective date, or after the end, of this Agreement.
- ii. Administrative Costs for the pilot project shall not exceed 10% of the expenditures. Administrative costs for the Pilot Project include head office expenses that would include:
 - 1.all payroll and final preparation of files and claims
 - 2.provision of program oversight
 - 3.participation in the marketing strategy
 - 4.access to membership, board rooms and proprietary information
 - 5.financial oversight and legal executive oversight
 - 6.corporate facility and infrastructure
- iii. No Financial Contribution shall be payable to the Recipient for program costs incurred by the Recipient prior to the effective date, or after the end, of this Agreement with the exceptions that:
 1. up to \$96,000 may be applied to the period October 15, 2010 to October 31, 2010; and
 2. surplus funds arising from the original term of the contract (April 15th 2009 to November 1, 2010 may be applied to the Innovation Fund between November 1, 2010 and October 31, 2011.
- iv. No contribution paid to any Participant or wages paid to any administrative staff who is a member of the immediate family of the Service Provider, or, if the Service Provider is a corporation or unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or unincorporated association, is eligible for reimbursement unless the Province is satisfied that the recruitment of the Participant or the hiring of the administrative staff was not the result of favouritism by reason of membership in the immediate family of the Service Provider or officer or director of the Service Provider, as the case may be.

"Immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law spouse), child (including child of common law spouse), step-child, ward, father-in-law, mother-in-law, or relative permanently residing with the Service Provider, officer or director, as the case may be.

Taxes

8. The Province will reimburse the Recipient for any applicable taxes pertaining to this Agreement, that are not otherwise reimbursed.

Repayment or Reduction

9. Any Financial Contribution provided by the Province under this Agreement, but not expended or incurred during the Term of the Agreement towards eligible expenses, will be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days after the end of the Agreement.
10. Any Refunds received by the Recipient shall be noted on Monthly Expenditure Reports and deducted from the amount payable in any given month. Any Refunds received by the Recipient after the end of the Agreement will be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days.
11. Unless the Province has given its prior written approval to an adjustment between the budget categories identified in the attached budget, the amount payable by the Province with respect to the budget categories will not exceed the amounts specified in the budget categories.

	(A)	(B)	P2 (Term 3)
Projects			
Innovative Funds Program	164,456.40	482,116.92	646,573.32
Total Projects	164,456.40	482,116.92	646,573.32
Equipment Replacement & Purchases			
Computers	11,200.00	6,400.00	17,600.00
Blackberries	3,850.00	5,200.00	9,050.00
Office Equipment	4,000.00	6,000.00	10,000.00
Total Equipment Purchases	19,050.00	17,600.00	36,650.00
Labour			
Program Labour	659,212.67	1,709,505.94	2,368,718.61
Total Labour	659,212.67	1,709,505.94	2,368,718.61
Operating Expenses			
Executive Review Committee	-	-	-
Telephone	19,305.00	46,980.00	66,285.00
IT Support	6,500.00	15,600.00	22,100.00
Data Management Maintenance & Updates	3,000.00	2,000.00	5,000.00
Office Supplies	12,562.50	30,150.00	42,712.50
Office Lease	77,625.00	192,360.00	269,985.00
Printing & Form Reproduction	1,300.00	3,000.00	4,300.00
Travel	61,100.00	151,200.00	212,300.00
Staff Development & Training	6,500.00	15,600.00	22,100.00
Staff Recruiting	1,500.00	1,000.00	2,500.00
Website Maintenance	1,000.00	2,500.00	3,500.00
Communication & Marketing	2,500.00	9,500.00	12,000.00
Promotional Events	2,500.00	12,000.00	14,500.00
Regional Conferences	6,000.00	6,000.00	12,000.00
Total Operating Expenses	201,392.50	487,890.00	689,282.50
Subtotal	1,044,111.57	2,697,112.86	3,741,224.43
Administration			
BCCA Project Administration Recovery	125,293.39	323,653.54	448,946.93
Total Administration	125,293.39	323,653.54	448,946.93
Total Invoiced Expenditures	\$ 1,169,404.96	\$ 3,020,766.41	\$ 4,190,171.36
Total Placements	190	557	747
Total cost per placement	\$ 6,154.76	\$ 5,423.28	\$ 5,609.33
IF per client	\$ 865.56	\$ 865.56	\$ 865.56

(A) November 1, 2011 to March 31, 2012

(B) April 1, 2012 to March 31, 2013

	(A)	(B)	P2 (Term 3)	P2 (Term 2)	Increase (Decrease) in Budget
Projects					
Innovative Funds Program	164,456.40	482,116.92	646,573.32	438,839.70	207,733.62
Total Projects	164,456.40	482,116.92	646,573.32	438,839.70	207,733.62
Equipment Replacement & Purchases					
Computers	11,200.00	6,400.00	17,600.00	5,000.00	12,600.00
Blackberries	3,850.00	5,200.00	9,050.00	1,250.00	7,800.00
Office Equipment	4,000.00	6,000.00	10,000.00	2,750.00	7,250.00
Total Equipment Purchases	19,050.00	17,600.00	36,650.00	9,000.00	27,650.00
Labour					
Program Labour	659,212.67	1,709,505.94	2,368,718.61	1,407,101.22	961,617.39
Total Labour	659,212.67	1,709,505.94	2,368,718.61	1,407,101.22	961,617.39
Operating Expenses					
Executive Review Committee	-	-	-	6,000.00	(6,000.00)
Telephone	19,305.00	46,980.00	66,285.00	37,800.00	28,485.00
IT Support	6,500.00	15,600.00	22,100.00	9,300.00	12,800.00
Data Management Maintenance & Updates	3,000.00	2,000.00	5,000.00	3,000.00	2,000.00
Office Supplies	12,562.50	30,150.00	42,712.50	29,000.00	13,712.50
Office Lease	77,625.00	192,360.00	269,985.00	151,800.00	118,185.00
Printing & Form Reproduction	1,300.00	3,000.00	4,300.00	3,000.00	1,300.00
Travel	61,100.00	151,200.00	212,300.00	138,000.00	74,300.00
Staff Development & Training	6,500.00	15,600.00	22,100.00	15,000.00	7,100.00
Staff Recruiting	1,500.00	1,000.00	2,500.00	-	2,500.00
Website Maintenance	1,000.00	2,500.00	3,500.00	3,000.00	500.00
Communication & Marketing	2,500.00	9,500.00	12,000.00	12,000.00	-
Promotional Events	2,500.00	12,000.00	14,500.00	14,400.00	100.00
Regional Conferences	6,000.00	6,000.00	12,000.00	4,800.00	7,200.00
Total Operating Expenses	201,392.50	487,890.00	689,282.50	427,100.00	262,182.50
Subtotal	1,044,111.57	2,697,112.86	3,741,224.43	2,282,040.92	1,459,183.51
Administration					
BCCA Project Administration Recovery	125,293.39	323,653.54	448,946.93	209,090.81	239,856.12
Total Administration	125,293.39	323,653.54	448,946.93	209,090.81	239,856.12
Total Invoiced Expenditures	\$ 1,169,404.96	\$ 3,020,766.41	\$ 4,190,171.36	\$ 2,491,131.73	\$ 1,699,039.63
Total Placements	190	557	747	435	
Total cost per placement	\$ 6,154.76	\$ 5,423.28	\$ 5,609.33	\$ 5,726.74	
IF per client	\$ 865.56	\$ 865.56	\$ 865.56	\$ 1,008.83	

(A) November 1, 2011 to March 31, 2012

(B) April 1, 2012 to March 31, 2013

FTE's	34,116.32	84,201.59	118,317.92
Provincial Manager Labour Line			
1 - Provincial Manager (-39%)			
TES Labour Line	500,485.12	1,297,915.43	1,798,400.55
1 - Operations Manager (-39%)			
2 - Regional Managers			
15 - TES's - Trade Employment Specialists			
Coordinator Labour Line	124,611.22	327,388.92	452,000.14
1 - Sr. Coordinator			
5 - Coordinators (4 FTE & 2 Part (1/2) Time)			
25 - FTE's			
24 - FTE's			
02 - PTE's			

SCHEDULE C

APPROVED SERVICE PROVIDERS AND SUBCONTRACTORS

To be provided for approval

Schedule D
INSURANCE

Master Insurance Program (M.I.P.)

Comprehensive General Liability Insurance

- 1) The Province will purchase and maintain Comprehensive General Liability insurance in the amount of \$2,000,000 inclusive per occurrence against bodily injury and property damage arising out of the Recipient's performance of the Services on behalf of the Province as outlined in this Agreement.
- 2) The Recipient shall be responsible for and pay any deductible under the policy.
- 3) The Recipient will be provided with a Certificate of Insurance and a copy of the insurance policy wording.
- 4) The Province will take reasonable steps to ensure the coverage specified in section 1 is continuous for the duration of this Agreement but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 5) The Province does not represent or warrant that the policy contains insurance for any and all losses. It is the Recipient's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
- 6) The Recipient shall provide, maintain, and pay for, any additional insurance which the Recipient is required by law to carry, or which the Recipient considers necessary to cover risks not otherwise covered by insurance specified in section 1.
- 7) The Recipient shall not charge the Province for any Comprehensive General Liability Insurance under this contract.

SCHEDULE E

PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Service Provider as a result of the Agreement or any previous agreement between the Province and the Service Provider dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Service Provider is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider may only collect or create personal information that is necessary for the performance of the Service Provider’s obligations, or the exercise of the Service Provider’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must tell an individual from whom the Service Provider collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Service Provider’s collection of personal information.

Accuracy of personal information

6. The Service Provider must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Service Provider or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Service Provider receives a request for access to personal information from a person other than the Province, the Service Provider must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Service Provider to provide such access and, if the Province has advised the Service Provider of the name or title and contact information of an official of the Province to whom such requests are to be made, the Service Provider must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Service Provider must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Service Provider of the date the correction request to which the direction relates was received by the Province in order that the Service Provider may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Service Provider must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Service Provider disclosed the information being corrected or annotated.
11. If the Service Provider receives a request for correction of personal information from a person other than the Province, the Service Provider must promptly advise the person to make the request to the Province and, if the Province has advised the Service Provider of the name or title and contact information of an official of the Province to whom such requests are to be made, the Service Provider must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Service Provider must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Service Provider must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Service Provider must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Service Provider may only use personal information if that use is for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Service Provider may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Service Provider may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Service Provider:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Service Provider knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosurethe Service Provider must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Service Provider may have to provide the notification contemplated by section 30.5 of the Act, if the Service Provider knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Service Provider must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Service Provider, enter on the Service Provider's premises to inspect any personal information in the

possession of the Service Provider or any of the Service Provider's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Service Provider must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Service Provider must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Service Provider as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Service Provider acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Service Provider does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Service Provider must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Service Provider, terminate the Agreement by giving written notice of such termination to the Service Provider, upon any failure of the Service Provider to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Service Provider" in this Schedule includes any subcontractor or agent retained by the Service Provider to perform obligations under the Agreement and the Service Provider must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Service Provider in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Service Provider must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Service Provider to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Obtaining Consent From Eligible Participants

31. In order to comply with the Personal Information Protection Act and the Freedom of Information and Protection of Privacy Act, the Service Provider is required to obtain consent from Eligible Participants, either verbally or, whenever practicable, in writing, for the collection, use and disclosure of their personal information to the Province for the purpose of monitoring, auditing or research. The Service Provider may use the following sample:

“In order to accomplish the <Program Name> program objectives, <the organization> is required to collect or compile personal information about you. This information could be disclosed to the service funder, the government of the Province of British Columbia (the “Province”) or their designates for contract monitoring or auditing, and/or research purposes. British Columbia’s privacy legislation, the Personal Information Protection Act and the Freedom of Information and Protection of Privacy Act, governs the collection, use and disclosure of personal information by private organizations and the government, as well as recognizes the right of individuals to protect their personal information. By verbally agreeing to or signing this notice you have given permission for us to disclose the personal information we collect to the Province’s employees or its designates for the purposes noted above.”

SCHEDULE F - ADDITIONAL TERMS AND CONDITIONS

Communications Protocols

1. The Recipient will cooperate with the Province in such public announcements, news releases or event opportunities regarding the Pilot Project as the Province requests.
2. The Recipient will not provide any media releases, promotional materials or communications in a public forum with respect to the Program except where the same have been approved in advance by the Province.
3. The Recipient will acknowledge the financial contribution made by Canada to the Pilot Project and the contribution by the Province to the Pilot Project on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms for use by Participants, or other publications produced by the Recipient and related to the Pilot Project. Acknowledgement will include display of the Canada word mark and Provincial logo as shown below.



4. All print advertisements must:
 - (a) include display of the Canada word mark and Provincial logo.
 - (b) include a key message pre-approved by the Province.
5. All advertisements, including print advertisements, must have prior approval from the Province. To obtain prior approval the Recipient must submit the proposed template for the advertisement to the Province identifying the media where the Recipient intends to advertise and the duration of the proposed advertisement.
6. Any urgent media deadlines for advertising should be flagged when requests for approvals are submitted.
7. The Recipient will ensure that cheques or deposit statements provided to Eligible Beneficiaries receiving training subsidies, allowances or other financial assistance from the Recipient under the Pilot Project either have the Canada word mark imprinted directly on the cheque or statement or are provided to the Eligible Beneficiaries together with an insert pre-approved by the Province.

8. At any office or location where the Pilot Project is delivered the Recipient will display the signage provided by the Province or will provide and display locally produced signage pre-approved by the Province.

**Canada/British Columbia Labour Market Agreement
Participant Intake Form
(SCHEDULE G)**

PLEASE PRINT CLEARLY AND ANSWER ALL QUESTIONS ON THE FORM.
IF YOU HAVE ANY QUESTIONS ABOUT THE FORM PLEASE ASK PROGRAM STAFF OR SEE
THE DEFINITIONS PAGE ATTACHED. THANK YOU.

Name of Program: _____

Organization: _____

Your Name: _____			
First Name	Middle Initial	Last Name	
Date of Birth: ____/____/____ Day / Month / Year			
Mailing Address: _____			
Street Address			
_____ City / Town		_____ Postal Code	
Email Address: _____			
Phone Numbers: Home (____) _____ Alternate (____) _____			
Community you live in (if different than your mailing address): _____			

1. What is your first day with the program: ____/____/____
Day / Month / Year
2. Gender: ☐ Male ☐ Female
3. Do you self-identify as an Aboriginal Person? ☐ No ☐ Yes
If yes, please check one:
☐ First Nations
☐ Métis
☐ Inuit
4. Are you an Immigrant? ☐ No ☐ Yes
If yes, how many years have you been in Canada? _____ years.
5. Are you a Person with a Disability? ☐ No ☐ Yes

6. At the time of registration for this program, were you receiving Provincial Income Assistance?
☐ No ☐ Yes

7. What is the highest level of education you've attained: (please check one)

- ☐ Less than high school
- ☐ High School diploma or recognized equivalent
- ☐ Some post-secondary
- ☐ Non-university certificate or diploma such as a trades certificate
- ☐ University - Bachelor's Degree
- ☐ University - Above Bachelor's Degree

8. At the time of registration for this program, were you: (please check one)

- ☐ Employed
- ☐ Self Employed
- ☐ Unemployed - On a temporary layoff and available for work
- ☐ Unemployed - Have looked for work in the past 4 weeks
- ☐ Unemployed - Available for work and have a new job to start within the next 4 weeks
- ☐ Unemployed - Have NOT looked for work in the past 4 weeks

9. If you checked Employed or Self Employed for Question 8, how many hours do you typically work in a week?

_____ hours

Would you prefer to work more hours? ☐ No ☐ Yes

10. What were your approximate gross earnings per hour at your most recent or current job (i.e. before taxes and deductions are taken)? This includes any tips and commissions.

\$_____ per hour

11. In which industry was your most recent or current job? _____

My signature below means:

- I have answered all questions on this form and certify that all information I have provided is complete and accurate.
- I understand the Province of British Columbia receives funding for this program from the federal government as a result of the Canada/BC Labour Market Agreement.
- I understand that information I have provided on this form or that has been collected about me during my participation in this program will be forwarded to the Ministry of Regional Economic and Skills Development who is the provincial oversight for British Columbia's allocation of the Canada/BC Labour Market Agreement.
- I understand the Ministry of Regional Economic and Skills Development is responsible for fulfilling reporting obligations associated with the Canada/BC Labour Market Agreement; however, no personally identifiable information about me will be exchanged with the federal government to fulfill this requirement.
- I consent to being contacted by the Ministry of Regional Economic and Skills Development (or its agent) at intervals and up to 12 months after completion of my participation in this program for the purpose of program evaluation.

Collection and Use of Information. All information is collected pursuant to section 26(c) of the *Freedom of Information and Protection of Privacy Act*. The information provided will be used for administrative and evaluation purposes of this program. If you have any questions about the use of this information, contact

Signature: _____ Date: _____

Print Name: _____

Definitions:

First Nations: Officially called Indians in the Indian Act, this term refers to the indigenous peoples of North America located in what is now Canada, and their descendents, who are not Inuit or Métis.

Métis: Métis means a person who self-identifies as Métis, is of historic Métis Nation Ancestry and is accepted by the Métis Nation. Métis people identify themselves, and are recognized, as distinct from First Nations (Indian), Inuit or European descendants.

Inuit: The Inuit are the Aboriginal inhabitants of the North American Arctic.

Immigrants: Persons who were foreign born and have been permitted by immigration authorities to live in Canada permanently.

Persons with Disabilities: Persons who have difficulty with daily living activities or have a physical condition or other health problem that reduces the kind or amount of activities they can do.

Less than High School: Persons not recognized as having completed a high school diploma or recognized equivalent and who do not have diplomas or certificates recognized in the BC labour market.

High School: Persons who have completed a high school diploma or equivalent (e.g. General Equivalency Diploma).

Some Post Secondary Education: Persons who have some post secondary (i.e. post secondary program incomplete).

Non university certificate or diploma such as a trades certificate: Persons who have a non university certificate or diploma from a community college, school of nursing, etc. or a trades certificate or diploma from a vocational or apprenticeship training.

University - Bachelors Degree: Persons who have completed university and hold a bachelor's degree.

University degree - Above Bachelor's Degree: Persons who have completed university and hold a Master's degree or PHD.

Employed - Full Time: Persons who work in paid employment at a job or business that is **full time (30 hours or more per week)** in the context of an employer/employee relationship (Does not include self employment) This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date)

Employed – Part Time: Persons who work in paid employment that is **part time (less than 30 hours per week)** in the context of an employer/employee relationship. (Does not include self employment) This includes those who have a job but are not at work due to temporary illness or

disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date)

Self Employed: Persons who are working owners of an incorporated or un-incorporated business, farm, or professional practice, with or without paid help. The "un-incorporated" group includes self employed workers who do not own a business (such as babysitters and newspaper carriers). Self employed workers include unpaid family workers, i.e. persons who work without pay on a farm or in a business or professional practice owned and operated by another family member living in the same dwelling.

Unemployed – On temporary layoff and available for work: Persons who are not working full or part time, are on temporary layoff with an expectation of recall, and are available for work.

Unemployed – Have looked for work in past 4 weeks: Persons who are not working full or part time, have looked for work in the past 4 weeks, and are available for work.

Unemployed – Available for work and have a new job to start within the next 4 weeks: Persons who are not working full or part time, have a new job starting within the next 4 weeks, and are available for work.

Unemployed – Have not looked for work in past 4 weeks: Persons who were unwilling or unable to participate in the labour force and have not looked for work in the past 4 weeks. This includes individuals attending public school, attending private or public post-secondary institutions, stay at home parents or caregivers, incarcerated individuals, and discouraged job seekers (those who are unemployed and not actively seeking work as they believe no suitable work is available).

Industry: The category describing an organization's primary business activity. For example: mining, fishing, construction, etc.



**Canada/British Columbia Labour Market Agreement
Participant Exit Form
(SCHEDULE H)**

PLEASE PRINT CLEARLY AND ANSWER ALL QUESTIONS ON THE FORM.
IF YOU HAVE ANY QUESTIONS ABOUT THE FORM PLEASE ASK PROGRAM STAFF.
THANK YOU.

Name of Program: _____

Organization: _____

Your Name: _____			
First Name	Middle Initial	Last Name	
Date of Birth: ____/____/____			
Day / Month / Year			
Mailing Address: _____			
Street Address			
_____ City / Town		_____ Postal Code	
Email Address: _____			
Phone Numbers: Home (____) _____ Alternate (____) _____			
Community you live in (if different than your mailing address): _____			

1. What is your last day with the program: ____/____/____
Day / Month / Year

2. Are you satisfied with the program that you participated in?
☐ Yes
☐ No

Comments:

3. Did you leave the program early (i.e. before completion)?
☐ Yes

☐ No

4. Did your participation result in any training certificates (trade ticket, diploma, etc)?

☐ Yes (please specify) _____

☐ No

5. Now that you are leaving the program, what are your plans? (Please check one)

☐ Return to/continue prior employment

☐ Have recently found new employment

☐ Seeking employment

☐ Attending training, school, or another program

☐ Other (please specify): _____

6. If you are working, starting new work, or seeking work, will you be self-employed?

☐ Yes

☐ No

7. If you are working or starting new work, how many hours per week do you expect to work?

_____ hours

8. What will your gross earnings be per hour at your new job (before taxes and deductions are taken)? This includes any tips and commissions.

\$_____ per hour

My signature below means:

- I have answered all questions on this form and certify that all information I have provided is complete and accurate
- I understand the Province of British Columbia receives funding for this program from the federal government as a result of the Canada/BC Labour Market Agreement.
- I understand that information I have provided on this form or that has been collected about me during my participation in this program will be forwarded to the Ministry of Regional Economic and Skills Development who is the provincial oversight for British Columbia's allocation of the Canada/BC Labour Market Agreement.
- I understand the Ministry of Regional Economic and Skills Development is responsible for fulfilling reporting obligations associated with the Canada/BC Labour Market Agreement; however, no personally identifiable information about me will be exchanged with the federal government to fulfill this requirement.
- I consent to being contacted by the Ministry of Regional Economic and Skills Development (or its agent) at intervals and up to 12 months after completion of my participation in this program for the purpose of program evaluation.

Collection and Use of Information. All information is collected pursuant to section 26(c) of the *Freedom of Information and Protection of Privacy Act*. The information provided will be used for administrative and evaluation purposes of this program. If you have any questions about the use of this information, contact the Director of the Labour Market Agreement, Ministry of Regional Economic and Skills Development, (250) 952-0642

Signature: _____ Date: _____

Print Name: _____

**Canada/British Columbia Labour Market Agreement
Monthly Activity Report Template
(SCHEDULE I)**

Name of Program: _____

Organization: _____ **Month:** _____

New Participants During Reporting Period

Participant Name	Start Date (D/M/Y)	Expected Completion Date (D/M/Y)	PER PARTICIPANT: CHECK <u>ONE OF THE FOUR</u> ELIGIBILITY CATEGORIES (See Definitions on bottom of form)			
			EMPLOYED PARTICIPANT			UNEMPLOYED PARTICIPANT
			Has High School Education but lacks recognized certification	Has High School Education but lacks essential skills	Has not completed High School	Unemployed and not an EI client
1						
2						
3						
4						

Exiting Participants During Reporting Period

Participant Name	Exit Date (D/M/Y)	PER PARTICIPANT: CHECK <u>ONE OF THE TWO CATEGORIES</u> If left program early, please identify if for a job, self employment, to attend school or other reason.			
		Completed the program	Left early	(Reason for leaving early)	
1					
2					
3					
4					

List key activities that have taken place during this reporting period:

I hereby certify that the information provided on this form is true and correct.

Signature: _____ Date: _____

Print Name: _____

Position: _____

Definitions:

Employed Participants:

Has High School but lacks certification:

Participant has high school diploma, GED, or equivalent but does not have additional certification (i.e. Trades certificate, Class 1 driver's license, Commercial Diver certificate, etc);

Has High School but lacks essential skills:

Participant has high school but is lacking essential skills. There are nine essential skills recognized as necessary employable skills. They are defined as:

1. Reading Text
2. Document Use
3. Numeracy
4. Writing
5. Oral Communication
6. Working with Others
7. Continuous Learning
8. Thinking Skills
9. Computer Use

For detailed descriptions, please see the following HRSDC website:

http://www.hrsdc.gc.ca/eng/workplaceskills/essential_skills/general/home.shtml

Has not completed High School:

Participant does not have a High School diploma, GED, or equivalent;
OR

Has high school credential that is not recognized in Canada.

NOTE: Employed participants who have some/any recognized post secondary education towards a university degree are not considered low skilled and are, therefore, not an eligible participant under the Labour Market Agreement.

Unemployed Participants:

Non-EI Client:

In the Labour Market Agreement, "EI client" means an unemployed individual:

- a) who is eligible for assistance for labour market programs provided by the Canada Employment Insurance Commission under Part II of the Employment Act: or,
- b) who is eligible for assistance under any similar labour market programs provided by British Columbia are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 62) of the Employment Insurance Act.

SCHEDULE J Monthly Expenditure Reporting Template

Name of Organization: _____

Contribution Agreement #: CA _____

For the Period From _____ (date) to _____ (date)

(Please keep line items consistent with those used in your project budget. Add additional lines if necessary)

Project Administration Costs	
	\$
	\$
	\$
	\$
<u>Total Administrative Costs</u>	\$

Project Delivery Costs	
	\$
	\$
	\$
	\$
	\$
	\$
<u>Total Project Delivery Costs</u>	\$

<u>Total Invoiced Expenditures</u>	\$
<u>Less any Refunds Received</u>	\$
<u>Total Payable</u>	\$

All expenditures invoiced to the Province are in accordance with the criteria stated in Appendix A of Schedule B of the contract.

Name: _____ Signature: _____ (Authorized Signing Authority)

Date: _____

Please ensure form is fully completed and signed.

SCHEDULE K

REQUIREMENT FOR CRIMINAL RECORDS CHECKS

The purpose of the *B.C. Criminal Records Review Act* (the "Act") is to help protect children from physical and sexual abuse. The legislation applies to all organizations that work with children and are operated, licensed or receive operating funds from the Provincial Government.

The Act makes a criminal record check mandatory for anyone who works with children. In the Act, "works with children" means:

Working with children directly or having or potentially having unsupervised access to children in the ordinary course of employment or in the practice of an occupation.

The Act defines "child" as an individual under 19 years of age.

In consideration of the above, the Recipient will;

- a) comply with all requirements and regulations of the Act;
- b) ensure all new and existing employees, volunteers and sub-contractors comply with the Act including those who have previously completed a criminal records review check; and
- c) maintain and make available to the Province, upon request, documentation showing that the criminal record check requirement, as set out in this Schedule, has been met.

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is requested. Complete Sections A, B, D and E if this is an initial contract. Complete Sections A, C, D and E if this is an amendment. Questions about the collection or use of this information can be directed to Contracts, Policy and Review, at (250) 387-4589.

☐ New Contract or ☒ Amendment - contract has increased / <Decreased> by: \$464,472.00 (leave blank if unchanged)

A. Branch Action

Branch/Division: Labour Market Programs Branch Industry Training Unit	Contract Manager: Bev Shuttleworth	Telephone: (250 356-9827)
---	---------------------------------------	------------------------------

B. Initial Contract - General Service Agreement Attached (form can be found): http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc

Project description: **British Columbia Construction Association - Skilled Trades Employment Project**: This province-wide project works with unemployed individuals, as well as employed, low-skilled individuals to find well-paying jobs in construction-related trades. Services include assessment, training (including implementation of apprenticeships, placement and follow-up support to ensure success. The project began as a pilot in April 2009, and has consistently achieved program targets for placements.

Mandatory to Select One Procurement Process (X): Procurement and AIT Code descriptions

- | | | |
|--|---|--|
| <input type="checkbox"/> 100 = Open Competitive Process | <input type="checkbox"/> 200 = Direct Awards - Public Sector Organization | <input type="checkbox"/> 201 = Direct Awards - Sole Source |
| <input type="checkbox"/> 202 = Direct Awards - Emergency | <input type="checkbox"/> 203 = Direct Awards - Security, Order, etc. | <input type="checkbox"/> 204 = Direct Awards - Confidentiality |
| <input checked="" type="checkbox"/> 205 = Direct Awards - Notice of Intent | <input type="checkbox"/> 207 = Direct Award - Under \$25,000 | |
| <input type="checkbox"/> 208 = Direct Award - Financial Assistance - TUA | <input type="checkbox"/> 209 = Direct Award - Cost Sharing Agreement - TUA | |
| <input type="checkbox"/> 300 = Direct Invitation to Selected Vendors | <input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List | |
| <input type="checkbox"/> 401 = Competition from Vendors on Pre-Qualification Lists | <input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement | |
| <input type="checkbox"/> 600 = other purchase process (FSA)* | | |

Mandatory to Select One AIT Exclusion (X) (descriptions can be found at): Procurement and AIT Code descriptions

- | | | |
|--|--|---|
| <input type="checkbox"/> 100 = Purchase subject to AIT | <input type="checkbox"/> 200 = Purchase below applicable AIT threshold | <input checked="" type="checkbox"/> 300 = Purchase exempt commodity/service |
|--|--|---|

C. Amendment - Modification Agreement Attached (form at): http://www.cd.gov.bc.ca/fas/fin_contracts/documents/modification_agreement.doc

Reason for amendment is (X): ☐ Change in deliverables ☒ Other (specify): Program results positive - budget increased to serve additional LMA participants.

D. Commitment (Once the amount of the contract or amendment has been entered to the account(s) indicated below, it should not be changed.)

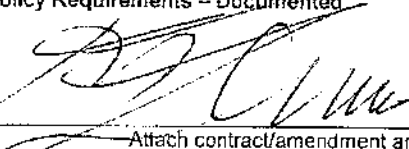
Contractor name: (verified on BC Online Corporate Registry) British Columbia Construction Association		Company registration #: Society # S-0008722
Doing business as:		
Address: #401 - 655 Tyee Road, Victoria, BC		Postal code: V9A 6X5
Phone: 250 475 1077	Fax: 250 475-1078	
Commitment # (to be quoted on all invoices): <u>Contract # CA90109004</u>		

Term of Agreement: From: April 8, 2009 To: March 31, 2013

Contract Price: \$ <u>10,329,133</u>	Responsibility Centre	Service Line	STOB	Project Number
Max. Fee: \$ <u>n/a</u>	<u>51679</u>	<u>20921</u>	<u>8001</u>	<u>5121224</u>
Max. Expenses: \$ <u>10,329,133</u>				

E. Authorization

☐ (X) Contract Policy Requirements - Documented

Spending Authority: 

F. Assistant Deputy Minister

Pre Approval for Direct Award - Sole Source
Service Contract (stob 60) \$25,000 or more: N/A

Date:

Attach contract/amendment and return to Financial Services, 3rd Floor, 800 Johnson Street

Brown, Barb CSCD:EX

From: Jackie Knutson [jackie@bccassn.com]
Sent: Monday, July 11, 2011 8:15 AM
To: Brown, Barb CSCD:EX
Subject: RE: address?

The current address is 401-655 Tyee rd. The Wilson address is no longer valid.

Thank you,

Jackie

From: Brown, Barb CSCD:EX [mailto:Barb.Brown@gov.bc.ca]
Sent: Monday, July 11, 2011 8:14 AM
To: Jackie Knutson
Subject: address?

Hi Jackie:

I emailing to confirm your address. The system has

401-655 Tyee Rd
And the new paperwork has
210-174 Wilson St

Can you tell me if both addresses are still valid or if you just have the Wilson St office so I can update the system.

Thanks

Barb Brown
Batch Clerk, Financial Services Branch
Management Services representing
the Ministries of Community, Sport and Cultural Development
and Tourism, Trade & Investment
3rd Floor, 800 Johnson Street
Victoria BC V8W 9N3
e-mail: <mailto:Barb.Brown@gov.bc.ca>
Phone # 250-387-5125
Fax # 250-387-2815

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract requested. Complete Sections A, B, D and E if this is an initial contract. Complete Sections A collection or use of this information can be directed to Contracts, Policy and Review, at (250)

☒ New Contract or ☐ Amendment - contract has increased / <Decreased> by: \$

A. Branch Action

Branch/Division: LABOUR MARKET DEVELOPMENT Contract Manager: LESLIE PAK

B. Initial Contract - General Service Agreement Attached (form can be found): <http://www.pc>

Project description:

SKILLED TRADES EMPLOYMENT

Mandatory to Select One Procurement Process (X): Procurement and AIT Code descriptions

- ☒ 100 = Open Competitive Process ☐ 200 = Direct Awards - Public Sector C
☐ 202 = Direct Awards - Emergency ☐ 203 = Direct Awards - Security, Order
☐ 205 = Direct Awards - Notice of Intent ☐ 207 = Direct Award - Under
☐ 208 = Direct Award - Financial Assistance - TUA ☐ 209 = Direct Award - Cost Sharing Agreement - TUA
☐ 300 = Direct Invitation to Selected Vendors ☐ 400 = Selected Vendor From Pre-Qualification List
☐ 401 = Competition from Vendors on Pre-Qualification Lists ☐ 500 = Purchasing from a Corporate Supply Arrangement
☐ 600 = other purchase process (FSA)"

Mandatory to Select One AIT Exclusion (X) (descriptions can be found at): Procurement and AIT Code descriptions

- ☐ 100 = Purchase subject to AIT ☐ 200 = Purchase below applicable AIT threshold ☒ 300 = Purchase exempt commodity/service

C. Amendment - Modification Agreement Attached (form at): http://www.cd.gov.bc.ca/fas/fin_contracts/documents/modification_agreement.doc

Reason for amendment is (X): ☐ Change in deliverables ☐ Other (specify):

D. Commitment (Once the amount of the contract or amendment has been entered to the account(s) indicated below, it should not be changed.)

Contractor name: (verified on BC Online Corporate Registry)

BRITISH COLUMBIA CONSTRUCTION ASSOCIATION

Company registration #:

Doing business as:

401-655Tye Rd V9A 6X5

Address:

210-174 WILSON STREET

VICTORIA

Postal code:

V9A 7N6

Phone:

Fax:

Commitment # (to be quoted on all invoices):

CA 90109004

Term of Agreement: From:

APRIL 15/09

To: NOV 1/09

Contract Price: \$ 1179 421.92

Responsibility Centre

Service Line

STOB

Project Number

Max. Fee: \$ 1179 421.92

51651

20921

8001

5121224

Max. Expenses: \$

E. Authorization

☐ (X) Contract Policy Requirements - Documented

Spending Authority:

F. Assistant Deputy Minister

Pre Approval for Direct Award - Sole Source

Service Contract (stob 60) \$25,000 or more:

Date:

Attach contract/amendment and return to Financial Services, 3rd Floor, 800 Johnson Street

04-May-12

APPENDIX 2 Phase2/Contract Term 3 (November 1, 2011 to March 31, 2013)

Projects	(A)	(B)	(C)	P2 (Term 3)
Innovative Funds Program	164,456.40	482,116.92	85,656.00	732,229.32
Total Projects	164,456.40	482,116.92	85,656.00	732,229.32
Equipment Replacement & Purchases				
Computers	11,200.00	5,400.00	4,500.00	22,100.00
Blackberries	3,850.00	5,200.00	2,025.00	11,075.00
Office Equipment	4,000.00	6,000.00	4,500.00	14,500.00
Total Equipment Purchases	19,050.00	17,600.00	11,025.00	47,675.00
Labour				
Program Labour	659,212.67	1,709,505.94	229,416.17	2,598,134.78
Total Labour	659,212.67	1,709,505.94	229,416.17	2,598,134.78
Operating Expenses				
Executive Review Committee				
Telephone	19,305.00	46,980.00	7,400.00	73,685.00
IT Support	6,500.00	25,600.00	1,500.00	23,600.00
Data Management Maintenance & Updates	3,000.00	2,000.00	1,000.00	6,000.00
Office Supplies	12,562.50	30,150.00	2,700.00	45,412.50
Office Lease	77,625.00	192,360.00	35,510.00	305,495.00
Printing & Form Reproduction	1,300.00	3,000.00	1,800.00	6,100.00
Travel	61,100.00	151,200.00	28,500.00	240,800.00
Staff Development & Training	6,500.00	15,600.00	1,500.00	23,600.00
Staff Recruiting	1,500.00	1,000.00	1,500.00	4,000.00
Website Maintenance	1,000.00	2,500.00	1,500.00	5,000.00
Communication & Marketing	2,500.00	9,500.00	1,500.00	13,500.00
Promotional Events	2,500.00	12,000.00	3,000.00	17,500.00
Regional Conferences	6,000.00	6,000.00	1,200.00	13,200.00
Total Operating Expenses	201,392.50	487,890.00	88,610.00	777,892.50
Subtotal	1,044,111.57	2,697,112.86	414,707.17	4,155,931.60
Administration				
BCCA Project Administration Recovery	125,293.39	323,653.54	49,764.86	498,711.79
Total Administration	125,293.39	323,653.54	49,764.86	498,711.79
Total Invoiced Expenditures	\$ 1,169,404.96	\$ 3,020,766.41	\$ 464,472.02	\$ 4,654,643.38
Total Placements	199	557	100	847
Total cost per placement	\$ 6,154.76	\$ 5,423.28	\$ 4,644.72	\$ 5,495.45
IF per client	\$ 865.56	\$ 865.56	\$ 856.56	\$ 864.50

(A) November 1, 2011 to March 31, 2012

(B) April 1, 2012 to March 31, 2013

(C) May 1, 2012 to March 31, 2013

NOTES: Check Excel Formulas in P2 to total and Sub Total

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF JOBS, TOURISM AND INNOVATION
TRANSFER UNDER AGREEMENT

AMENDMENT #6

This AGREEMENT dated for reference the 18 day of May, 2012.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Jobs, Tourism and Innovation (herein called the "Province")

OF THE FIRST PART

AND:

BRITISH COLUMBIA CONSTRUCTION ASSOCIATION
#401 - 655 Tyee Road, Victoria, BC V9A 6X5
(herein called the "Recipient")

OF THE SECOND PART

WITNESS THAT WHEREAS:

- a. The parties hereto entered in an Agreement dated for reference the 8th day of April, 2009, and subsequently amended on the 13th day of October, 2009, the 14th day of May, 2010, the 15th day of October, 2010, the 1st day of November, 2010 and the 27th day of October, 2011.
- b. AND WHEREAS the parties have agreed to amend the Agreement.

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

Services:

- (1) That Staff resources be increased by:
 - 3 full-time senior Trades Employment Specialists (TES) for a total of 18 full-time TES positions.
 - 2 half-time program coordinators for a total of 6 full-time coordinators.
- (2) That these new staff resources will support service in Northern BC, Southern BC and the Lower Mainland.
- (3) That Project Outcomes will be changed as follows:
 - 221 one-on-one assessments for a total of 1,871 for the current term.
 - 153 completed assessments for a total of 1,293 for the current term.
 - 100 placements for a total of 847 for the current term.

Financial Contribution:

- (4) That the budget will be increased by \$464,472.00, to a revised total of \$4,654,643.38 for the period of Nov 1, 2011 to March 31, 2013 as outlined in Appendix 2 Phase 2/Contract Term 3 (November 1, 2011 to March 31, 2013).

That in all other respects, the terms and conditions of the Agreement remain unchanged.

The parties hereto have executed this Agreement on the day and year as set out above.

SIGNED AND DELIVERED by the Contractor or
by an Authorized Representative

SIGNED AND DELIVERED on behalf of the
Province by an authorized representative of the
Province.

Murray Michalski

KAREN LEWIS

(Print Name of Contractor or Authorized
Representative)

(Print Name of Authorized Representative)

[Signature]

(Signature)

[Signature]

(Signature)



Ministry of *Jobs,
Tourism & Skills Training*

Financial Services
3rd Floor, 800 Johnson Street

Mailing Address:
PO Box 9843 STN PROV GOVT
Victoria BC V8W 9T2

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is required. Complete Sections A, B, D and E if this is an initial contract. Complete Sections A, C, D and E if this is an amendment. Questions about the collection or use of information can be directed to Contracts, Policy and Review, at (250)387-4589.

☐ New Contract or ☒ Amendment - contract has Increased / <Decreased> by: \$ \$3,040,412.21 (leave blank if unchanged)

A. Branch Action

Branch/Division: Labour Market Programs Branch Industry Training Unit	Contract Manager: Bev Shuttleworth	Telephone: (250) 356-2032
--	---------------------------------------	------------------------------

B. Initial Contract - General Service Agreement Attached (form can be found): http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc

Project description: **British Columbia Construction Association- Skilled Trades Employment Project** This province-wide project works with unemployed individuals, as well as employed, lowskilled individuals to find well-paying jobs in construction-related trades. Services include assessment, training (including implementation of apprenticeships, placement and followup support to ensure success. The project began as a pilot in April 2009, and has consistently achieved program targets for placements.

Mandatory to Select One Procurement Process (X): Procurement and AIT Code descriptions

- | | | |
|--|---|--|
| <input type="checkbox"/> 100 = Open Competitive Process | <input type="checkbox"/> 200 = Direct Awards - Public Sector Organization | <input type="checkbox"/> 201 = Direct Awards - Sole Source |
| <input type="checkbox"/> 202 = Direct Awards - Emergency | <input type="checkbox"/> 203 = Direct Awards - Security, Order, etc. | <input type="checkbox"/> 204 = Direct Awards - Confidentiality |
| <input checked="" type="checkbox"/> 205 = Direct Awards - Notice of Intent | <input type="checkbox"/> 207 = Direct Award - Under \$25,000 | |
| <input type="checkbox"/> 208 = Direct Award - Financial Assistance - TUA | <input type="checkbox"/> 209 = Direct Award - Cost Sharing Agreement - TUA | |
| <input type="checkbox"/> 300 = Direct Invitation to Selected Vendors | <input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List | |
| <input type="checkbox"/> 401 = Competition from Vendors on Pre-Qualification Lists | <input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement | |
| <input type="checkbox"/> 600 = other purchase process (FSA)" | | |

Mandatory to Select One AIT Exclusion (X) (descriptions can be found at) Procurement and AIT Cod descriptions

- | | | |
|--|--|---|
| <input type="checkbox"/> 100 = Purchase subject to AIT | <input type="checkbox"/> 200 = Purchase below applicable AIT threshold | <input checked="" type="checkbox"/> 300 = Purchase exempt |
|--|--|---|

C. Amendment - Modification Agreement Attached (form at): http://icw.cd.gov.bc.ca/fas/fin_contracts/documents/modification_agreement.doc

Reason for amendment is (X): ☐ Change in deliverables ☒ Other (specify): Contract Renewal - contract renewed for an additional fiscal year: April 1, 2013 to March 31, 2014.

D. Commitment (Once the amount of the contract or amendment has been entered to the account(s) indicated below, it should not be changed.)

Contractor name: (verified on BC Online Corporate Registry) British Columbia Construction Association (BCCA)		Company registration #: Society # S-0008722			
Doing business as: British Columbia Construction Association (BCCA)					
Address: #401 - 655 Tyee Road, Victoria, BC			Postal code: V9A 6X5		
Phone: 250 475 1077		Fax: 250 475-1078			
Commitment # (to be quoted on all invoices): Contract # CA90109004					
Term of Agreement: From: April 8, 2009		To: March 31, 2014			
Contract Price	\$ 13,614,659.21	Responsibility Centre	Service Line	STOB	Project Number
Max. Fee:	\$	51676	20921	8001	5121224
Max. Expenses:	\$ 13,614,659.21				

E. Authorization

☐ (X) Contract Policy Requirements - Documented

Spending Authority:

Katherine Rave
For Kaaren Lewis

F. Assistant Deputy Minister

Pre Approval for Direct Award - Sole Source
Service Contract (stob 60) \$25,000 or more:

Date:

March 18, 2013

Attach contract/amendment and return to Financial Services, 3rd Floor, 800 Johnson Street



PROVINCE OF BRITISH COLUMBIA
MINISTRY OF JOBS, TOURISM AND SKILLS TRAINING
TRANSFER UNDER AGREEMENT



AMENDMENT #7 (Phase 2 Contract Term 4)

This AGREEMENT dated for reference the ¹³th day of March, 2013.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Jobs, Tourism and Skills Training (herein called the "Province")

OF THE FIRST PART

AND:

BRITISH COLUMBIA CONSTRUCTION ASSOCIATION
#401 - 655 Tyee Road, Victoria, BC V9A 6X5
(herein called the "Recipient")

OF THE SECOND PART

WITNESS THAT WHEREAS:

- a. The parties hereto entered in an Agreement dated for reference the 8th day of April, 2009, and subsequently amended on the 13th day of October, 2009, the 14th day of May, 2010, the 15th day of October, 2010, the 1st day of November, 2010, the 27th day of October, 2011 and the 18th of May, 2012.
- b. AND WHEREAS the parties have agreed to amend the Agreement.

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

- (1) That the attached Schedules A and B are added to the Agreement and are effective for the period of April 1, 2013 to March 31, 2014.
- (2) That all previous schedules be replaced with the schedules attached to this amendment.
- (3) That in all other respects, the terms and conditions of the Agreement remain unchanged.

The parties hereto have executed this Agreement on the day and year as set out above.

SIGNED AND DELIVERED by the Contractor or
by an Authorized Representative

SIGNED AND DELIVERED on behalf of the
Province by an authorized representative of the
Province.

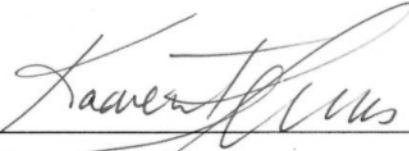
Manley McLauchlan
President and CEO
BC Construction Association

Shannon Baskerville
Assistant Deputy Minister
Ministry of Jobs, Tourism and Skills Training



(Signature)

F. ABIGAIL FULTON
ACTING FOR MANLEY MCLACHLAN



(Signature)

Acting for Shannon
Baskerville

March 11/13

SCHEDULE A
Services
APRIL 1, 2013 – MARCH 31, 2014

A1. PROJECT NAME

The Skilled Trades Employment Project (the "Project") as described in this Schedule.

A2. PURPOSE

This Project is meant to strengthen and grow BC's skilled trades sector by:

- a) enhancing the opportunities of non-EI eligible persons and low-skilled employees to enter and advance in meaningful, well-paying construction trades related careers; and
- b) assisting businesses to manage workforce fluctuations by creating a highly skilled workforce.

A3. TERM

The Term of this Agreement is April 8, 2009 to March 31, 2013 with the option to renew the contract up to March 31, 2014.

Phase 1 (Pilot):

Contract Term 1: April 15, 2009 to October 31, 2010

Phase 2:

Contract Term 2: November 1, 2010 to October 31, 2011

Contract Term 3: November 1, 2011 to March 31, 2013

Contract Term 4: April 1, 2013 to March 31, 2014 (Current Term)

A4. DEFINITIONS

In the schedules:

- a) A "Participant" means an individual who meets the Participant Eligibility Criteria described in Section A9 below and whose application to participate in the Project is approved by the Recipient. (Section A9 replaces Section 1, 1.01 of the Transfer Under Agreement).
- b) "Partners" mean service providers who are qualified to perform specialized assessments such as literacy assessments and/or utilize specialized assessment tools, and provide relevant training.
- c) "Trade Employment Specialists" or "TES" means trades people, whenever possible with experience in the construction industry who will play the role of assessing skills, finding employment opportunities, matching the skills with opportunities, and fostering career progression through training, apprenticeship, and satisfactory working conditions under the project.
- d) "TES Coordinator" means staff responsible for supporting the TES by assisting with intake of Participants, reviewing the eligibility, preparing intake files, giving basic information about the Project; preparing data for month end reports and client information; and redirecting ineligible individuals.

- e) "Regional TES" means staff responsible for the development and facilitation of strategic labour and training projects within the assigned regional area. This includes seeking out major projects in the region, building relationships with stakeholders, establishing the regional plan to meet targets, identify and coordinate training initiatives (where applicable or with other partners) and liaising with TESs in the region.
- f) "Connector Model" refers to utilizing the TES and Regional TES to assess the skills of eligible workers and connecting them to training and/or employers who will support their apprenticeship journey.

A5. POINTS OF ACCESS:

The Project will be available throughout the Province of British Columbia with specific points of access as follows:

- Abbotsford
- Fort St. John
- Kamloops
- Kelowna
- Nanaimo
- Nelson
- Prince George
- Prince Rupert
- Terrace
- Vancouver
- Victoria

A6. PROJECT DELIVERABLES

A6.1 The Recipient will provide the following services:

- a) Update and maintain the governance model and criteria for allocating the Innovation Fund. The fund will be used to provide direct training, supports and/or opportunities to Participants. Guidelines for allocating funding will include:
 - i. giving priority to Participants who are already working with a TES where a specific need is identified to facilitate employment (for example tools, a bus voucher, work boots, a short course or getting drivers training and a driver's license – an intervention that bridges directly to a job);
 - ii. selecting Participants who are currently working where specific training needs are identified;
 - iii. selecting industry specific training ; and
 - iv. providing a wage honorarium to enable the transition into employment.
- b) Manage a regional delivery strategy through the four existing BCCA regional offices located in/on:

-
- i. Vancouver;
 - ii. Vancouver Island;
 - iii. Kelowna; and
 - iv. Prince George.
 - c) Design, manage and operate a regional strategy for service delivery in each of the four regions, identifying the roles and responsibilities of Regional and 'regular' TESs in the 'Connector Model' which includes the direct provision of services to Participants outside of the identified locations where need is demonstrated and the cost is feasible.
 - d) Promote the Project to potential businesses, potential Participants and potential partners through a formalized communication plan which includes activities such as:
 - i. direct person-to-person contact by Regional and regular TES;
 - ii. requesting referrals from other businesses and/or existing industry networks or non-governmental organizations;
 - iii. targeted advertising via print, direct mail, broadcast;
 - iv. distributing marketing materials (e.g. brochures, newsletters, flyers and/or posters);
 - v. promoting the Project through community projects, job fairs, tradeshows, conferences and school presentations;
 - vi. publicizing the Project in newsletters and trade journals; and
 - vii. implementing media relations campaigns (including but not limited to taking Partners, media, and other persons on work site tours).
 - e) Screen potential Participants to ensure they are Eligible Beneficiaries under the Labour Market Agreement (LMA), as defined in this Agreement; and not receiving funding under any other government funded labour market program (i.e. training, placement services).
 - f) Screen potential Participants to identify and assess applicants' understanding, aptitude and preference for construction trades-related employment.
 - g) Assess Participants:
 - i. to determine possible reasons for not connecting with a position within the industry and/or need for further detailed assessment;
 - ii. to identify related certificates;
 - iii. to identify related skills and experience;
 - iv. to identify potential match(es) in the trades, and with area employers (using process similar to attached Appendix 1);
 - v. to identify related issues such as transportation, family commitments, expectations of the workplace;
 - vi. to identify short and long term career goals and wage and position expectation;
 - vii. to identify English language skills, understanding of trades language and terms;
 - viii. to identify barriers that clients face and recommend courses that clients should take; and

- ix. to assist employed Participants to access required training (e.g., English language instruction, literacy, etc.).
- h) Recommend and provide funding for further in-depth assessments and/or training for Participants, as required, through Partners. For example, where appropriate refer Participants to the Industry Training Authority's on-line essential skills assessment services and to appropriate training to address gaps in essential skills. (See Section A9 of this Schedule for a definition of "Essential skills").
- i) Provide Participants with an action plan (i.e. a plan which clearly articulates next steps, identifies road blocks to success, and outlines a path forward).
- j) Provide job or training placement services for Participants including:
 - i. matching Participants with employers;
 - ii. matching Participants with formal training; and
 - iii. monitoring for retention (e.g. troubleshooting, recommending training, etc.).
- k) Ensure a good fit exists between Participant and employer by monitoring a minimum of 4-6 times after skills enhancement and/or placement, and providing additional supports as necessary.
- l) Provide a final Project report ("Final Report") upon completion of the Project, including but not limited to outlining project outcomes, best practices and lessons learned.

A7. CONTRACT MANAGEMENT

- a) The Province will support the Project by providing funding as per the Schedule B attached.
- b) The Province will NOT provide:
 - o participant nor business referrals or
 - o operational advice

A8. PROJECT OUTCOMES:

- i) **One-on-One Assessments***: To provide one-on-one assessments to **1,350** participants during the current Term

* **One-on-One Assessments** are face-to-face interview processes to determine an applicant's eligibility and acceptance into the Project; their aptitude and preference for construction trades-related employment; and the possible reasons why applicants have not found employment including identifying the assistance required to support the applicant to successfully enter into employment.
- ii) **Complete Assessments***: To provide complete assessments to **650** Participants during the current Term.

* **Complete Assessments** are face to face interview processes completed for applicants accepted into the Project and include providing Participants with individual employment assessments to identify current education, essential skill levels, experience, and any immediate barriers to employment. A complete assessment includes working with the Participant to prepare an individualized Action Plan. The Action Plan clearly articulates the next steps for the Participant for a trades-related career.

iii) **Placements***: To provide placements for **555** Participants during the current term

* **Placements** involve placing Participants into employment or formal training in construction trades-related occupations, or involve providing Participants with assistance to attain trade-related credentials or certification.

A9. ELIGIBILITY CRITERIA

1. Prior to accepting an individual into the Project, the Recipient will verify whether or not the individual qualifies as a "Participant". Only individuals who qualify as Participants may participate in the Project.

"Participants" are defined as individuals:

- a) who are unemployed/non-EI clients, or
- b) who are employed, low-skilled (see definitions below).

In addition, Participants must:

- c) be legally entitled to work in Canada;
- d) be living in BC;
- e) not be a student; and
- f) not currently be participating in another Labour Market Agreement funded program.

Unemployed, non-EI

An "unemployed individual" is defined as an individual who is not self-employed or working full-time or part time.

A "non-EI client" is an individual:

- i. who is not eligible for assistance under labour market programs provided by the Canada Employment Insurance Commission under Part II of the *Employment Insurance Act*, or
- ii. who is not eligible for assistance under any similar labour market programs provided by British Columbia which are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 63) of the *Employment Insurance Act*.

More specifically, a non-EI client is an individual who:

- iii. has not established a regular EI claim in the last three years; and,
- iv. has not established a maternity or parental claim in the past five years.

Employed, Low-Skilled

An “employed” individual is defined as an individual who is receiving, or entitled to receive, wages for work performed for an employer and who is subject to regular employment deductions or who is self-employed.

A “low-skilled” individual is someone who has no post-secondary education towards a university degree, and:

- a) lacks the “Essential Skills” necessary for advancement in construction trades related work (“Essential Skills” refer to the nine essential skills identified by Human Resources and Social Development Canada, those being reading text, document use, numeracy, writing, oral communication, working with others, thinking skills, computer use and continuous learning), or
- b) does not have a high school diploma (or equivalent); or
- c) has a high school diploma (or equivalent), but has no recognized certification.

The Recipient is required to advise applicants in receipt of Canada Pension Plan income to contact their local Service Canada Centre prior to commencing participation in the Project to discuss the impact that participation may have on their pension income.

The Recipient is required to advise applicants who are receiving provincial Income Assistance benefits to get approval to participate in the Project from their Employment Assistance Worker.

The Recipient is requested to refer non-eligible clients to their local WorkBC Employment Services Centre (ESC) to seek information about other programs available and their required eligibility.

SCHEDULE B
FINANCIAL CONTRIBUTION – Phase 2 Term 4
April 1, 2013 to March 31, 2014

Historical Payment Summary

Pilot Phase/Contract Term 1 (April 15, 2009 to October 31, 2010)

1. The Province will provide a Financial Contribution to the Recipient up to the amount of **\$3,619,605**, in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Services during the Pilot Phase of the Agreement.
2. Payments will be made as follows:
 - (a) an advance within 30 days of the start date of this Amendment, equivalent to 25% of the Pilot Phase amount to assist with initial operating and start up costs;
 - (b) monthly payments within 30 days of receipt and approval by the Province of a completed Monthly Expenditure Report, signed by the Recipient's signing authority, together with:
 - i. Participant Intake and Exit Forms (Schedules G and H);
 - ii. a completed and signed Monthly Activity Report (Schedule I)
 - (c) The advance payment of this Phase will be deducted against subsequent monthly invoices

Phase 2/Contract Term 2 (November 1, 2010 to October 31, 2011)

3. The Province will provide a Financial Contribution to the Recipient up to the amount of \$2,299,999, in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Services during Phase 2/Contract Term 2 of the Agreement.
4. Payments will be made as follows:
 - (a) an advance within 30 days of the start date of this Amendment, equivalent to 30% of the Phase 2 (Contract Term 2) Project budget, attached as Appendix 2 to Schedule B.
 - (b) monthly payments within 30 days of receipt and approval by the Province of Monthly Payment Claims which include:
 - i. Participant Intake and Exit Forms (Schedules G and H);

- ii. a Monthly Activity Report (Schedule I); and
 - iii. a Monthly Expenditure Report/invoice (Schedule J) signed by the agency signing authority stating that all expenses listed in the supplied invoice are in accordance with the criteria stated in this Schedule.
- (c) The advance payment will either be deducted from the final payment, or from earlier payments once the Service Provider has claimed in excess of 60% of the contract value.

Phase 2/Contract Term 3 (November 1, 2011 to March 31, 2013)

5. The Province will provide a Financial Contribution to the Recipient up to the amount of **\$4,190,172**, in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Services during Phase 2/Contract Term 3 of the Agreement.
6. Payments will be made as follows:
- (a) an advance within 30 days of the start date of this Amendment, equivalent to 10% of the Phase 2 (Contract Term 3) Project budget, attached as Appendix 2 to Schedule B.
 - (b) monthly payments within 30 days of receipt and approval by the Province of Monthly Payment Claims which include:
 - i. Participant Intake and Exit Forms (Schedules G and H);
 - ii. a Monthly Activity Report (Schedule I);
 - iii. a Monthly Expenditure Report/invoice (Schedule J) signed by the agency signing authority stating that all expenses listed in the supplied invoice are in accordance with the criteria stated in this Schedule; and
 - iv. a general ledger to support the claim.

The advance payment will be deducted from the final payment, or from earlier payments once the Service Provider has claimed in excess of 85% of the contract value.

- (c) The final payment will be made upon:
- i. completion of the Services specified in Schedule "A",
 - ii. a final report on the services (details to be specified by the Ministry),
 - iii. receipt and approval of the final Monthly Payment Claim including a full accounting of the receipt and expenditure of the Financial Contribution.

Phase 2/Contract Term 3 (November 1, 2011 to March 31, 2013) - Amendment

7. That the budget was increased by \$464,472.00, to a revised total of \$4,654,643.38 for the period of Nov 1, 2011 to March 31, 2013 as outlined in Appendix 2 Phase 2/Contract Term 3 (November 1, 2011 to March 31, 2013).
- (a) That Staff resources be increased by:
 - 3 full-time Regional Trades Employment Specialists (TES) for a total of 18 full-time TES positions.
 - 2 half-time program coordinators for a total of 6 full-time coordinators.
 - (b) That these new staff resources will support service in Northern BC, Southern BC and the Lower Mainland.
 - (c) That Project Outcomes will be changed as follows:
 - 221 one-on-one assessments for a total of 1,871 for the current term.
 - 153 completed assessments for a total of 1,293 for the current term.
 - 100 placements for a total of 847 for the current term.

That in all other respects, the terms and conditions of the Agreement remain unchanged.

Current Payment Summary

Phase 2/Contract Term 4 (April 1, 2013 – March 31, 2014)

8. The Province will provide a Financial Contribution to the Recipient up to the amount of **\$3,040,412.21** in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Services during Phase 2/Contract Term 4 of the Agreement. Payments will be made as follows:
- (a) an advance within 30 days of the start date of this Amendment, equivalent to 10% of the Phase 2 (Contract Term 4) Project budget, attached as Appendix 1 to Schedule B.
 - (b) monthly payments within 30 days of receipt and approval by the Province of Monthly Payment Claims which include:
 - i. Participant Intake and Exit Forms (Schedules G and H);
 - ii. a Monthly Activity Report (Schedule I);
 - iii. a Monthly Expenditure Report/invoice (Schedule J) signed by the agency signing authority stating that all expenses listed in the supplied invoice are in accordance with the criteria stated in this Schedule; and
 - iv. a general ledger to support the claim.

(c) The final payment will be made upon:

- i. completion of the outcomes specified in Schedule "A",
- ii. a final report on the services and outcomes of the project (details to be specified by the Ministry),
- iii. receipt and approval of the final Monthly Payment Claim including a full accounting of the receipt and expenditure of the Financial Contribution.

The advance payment will be deducted from the final payment, or from earlier payments once the Service Provider has claimed in excess of 85% of the contract value.

Eligible Costs

9. Eligible Costs are the costs relating to the Services components listed in the Project Budget attached as Appendix 1 to Schedule B.

Eligible Costs are also subject to the following limitations:

- i. No Financial Contribution shall be payable to the Recipient for program costs incurred by the Recipient prior to the effective date, or after the end, of this Agreement.
- ii. Administrative Costs shall not exceed 12% of the expenditures. Administrative costs include head office expenses that would include:
 - 1.all payroll and final preparation of files and claims
 - 2.provision of program oversight
 - 3.participation in the marketing strategy
 - 4.access to membership, board rooms and proprietary information
 - 5.financial oversight and legal executive oversight
 - 6.corporate facility and infrastructure
- iii. No contribution paid to any Participant or wages paid to any administrative staff who is a member of the immediate family of the Service Provider, or, if the Service Provider is a corporation or unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or unincorporated association, is eligible for reimbursement unless the Province is satisfied that the recruitment of the Participant or the hiring of the administrative staff was not the result of favouritism by reason of membership in the immediate family of the Service Provider or officer or director of the Service Provider, as the case may be.

"Immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law spouse), child (including child of common law spouse), step-child, ward,

father-in-law, mother-in-law, or relative permanently residing with the Service Provider, officer or director, as the case may be.

Taxes

10. The Province will reimburse the Recipient for any applicable taxes pertaining to this Agreement, that are not otherwise reimbursed.

Repayment or Reduction

11. Any Financial Contribution provided by the Province under this Agreement, but not expended or incurred during the Term of the Agreement towards eligible expenses, will be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days after the end of the Agreement.
12. Any Refunds received by the Recipient shall be noted on Monthly Expenditure Reports and deducted from the amount payable in any given month. Any Refunds received by the Recipient after the end of the Agreement will be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days.
13. To respond to increases in training delivery and employer demand, the Recipient can transfer up to a maximum of 10% over the contract period, between the financial categories of equipment replacement and purchase, labour, and operating expenses. Such transfers can be made to increase, but not take from, the Projects category (Innovation Funds), and cannot be made retro-actively. The project administration recovery category should not change.

Such transfers between categories will not require a contract amendment, however, the transfers must be requested, via e-mail, to the Ministry for approval and tracking.

Skilled Trades Employment Program (STEP)
CA 9019004 British Columbia Construction Association (BCCA)

APPENDIX 1 Phase 2/Contract Term 4

April 1, 2013 to March 31, 2014

Projects	
Innovative Funds (IF) Program	375,735.00
Total Projects	375,735.00
Equipment Replacement & Purchases	
Computers	
Blackberries	
Office Equipment	1,500.00
Total Equipment Purchases	1,500.00
Labour	
Program Labour	1,840,707.64
Total Labour	1,840,707.64
Operating Expenses	
Executive Review Committee	-
Telephone	41,877.12
IT Support	15,000.00
Data Management Maintenance & Updates	3,000.00
Office Supplies	29,820.00
Office Lease	203,814.00
Printing & Form Reproduction	4,200.00
Travel	163,400.00
Staff Development & Training	9,100.00
Staff Recruiting	2,500.00
Website Maintenance	2,500.00
Communication & Marketing	9,000.00
Promotional Events	7,000.00
Regional Conferences	5,500.00
Total Operating Expenses	496,711.12
Subtotal	2,714,653.76

Administration	
BCCA Project Administration Recovery	325,758.45
Total Administration	325,758.45

Total Invoiced Expenditures	\$ 3,040,412.21
------------------------------------	------------------------

Total Placements	555
Total cost per placement	\$ 5,478.22
IF per client	\$ 677.00

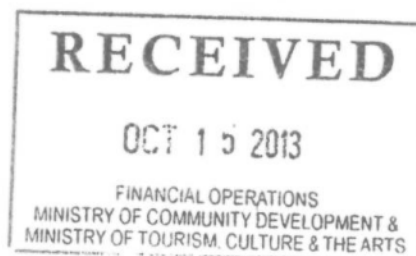
Duazo, Jeanete N. JTST:EX

From: Hay, Lorna CSCD:EX
Sent: Friday, October 11, 2013 12:09 PM
To: Duazo, Jeanete N. JTST:EX
Subject: RE: Certificate of Insurance

Hi Jeanete,

I've confirmed with Contract Management and this is a contract that they have. So please send to

Lori Cyr,
Procurement Specialist
Financial Services Branch
3rd Floor – 800 Johnson st



From: Duazo, Jeanete N. JTST:EX
Sent: Friday, October 11, 2013 11:49 AM
To: Hay, Lorna CSCD:EX
Subject: RE: Certificate of Insurance

The attached is all that's in the mail.

From: Hay, Lorna CSCD:EX
Sent: Friday, October 11, 2013 11:45 AM
To: Duazo, Jeanete N. JTST:EX
Subject: RE: Certificate of Insurance

Do you have any other info?

From: Duazo, Jeanete N. JTST:EX
Sent: Friday, October 11, 2013 11:43 AM
To: Hay, Lorna CSCD:EX
Subject: Certificate of Insurance

Hi Lorna,

Please see attached. Is this something MSD handles?

Thank you.

Jeanete

Office of the Minister
Ministry of Jobs, Tourism and Skills Training
And Minister Response for Labour
T: 250.356.2771

RECEIVED
OCT 1 1951
U.S. AIR FORCE
HEADQUARTERS
WASHINGTON, D.C.

CERTIFICATE OF INSURANCE NO. 2013-04

Freedom of Information and Protection Privacy Act.
The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Manager, Consulting and Advisory Services, at 250 356-8915, PO Box 9405, STN PROV GOVT, Victoria, BC V8W 9V1
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office)		CONTRACT/PERMIT/LICENSE/IDENTIFICATION NO.	
PROVINCE'S CONTACT PERSON NAME & TITLE Ministry of Small Business, Technology and Economic Development		PHONE NO.	
MAILING ADDRESS NAME PO Box 90416 STN PROV GOVT, Victoria, BC		FAX NO. POSTAL CODE V8W 9E2	
CONTRACTOR NAME n/a			
CONTRACTOR ADDRESS n/a			POSTAL CODE


Part 2 To be completed by the Contractor's Agent or Broker

INSURED	NAME British Columbia Construction Association		
	ADDRESS #401-566 Tyee Road, Victoria, BC V9A 6X5		POSTAL CODE V9A 7N6
OPERATIONS INSURED	PROVIDE DETAILS STEP: Skilled Trades Employment Programs		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Commercial General Liability including Non-Owned Automobile	s.21	2014/09/30	s.21

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate. The Certificate is subject to all limitations, exclusions and conditions of the above Policy or Policies as they now exist, or may hereafter be endorsed.

AGENT OR BROKER COMMENTS

Her Majesty the Queen in Right of the Province of British Columbia as represented by the Ministry of Small Business, Technology & Economic Development is added as an Additional Insured but **only** with respect to liability arising out of operations of the Named Insured.
30 Days Notice of Cancellation to Her Majesty the Queen in Right of the Province of British Columbia as represented by the Ministry of Small Business, Technology & Economic Development

AGENT OR BROKER Wilson M. Beck Insurance Services Inc.	ADDRESS 303-8678 Greenall Avenue, Burnaby, BC V5J 3M6	PHONE NO () (604) 437-6200
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)  Daniel Hewett, Account Manager – Marketing		DATE SIGNED October 7, 2013



Since 1981

**WILSON M. BECK
INSURANCE SERVICES INC.**

October 7, 2013

Her Majesty the Queen in Right of the Province
of British Columbia as represented by the Ministry
of Small Business, Technology & Economic Development
PO Box 9046 Stn Prov Govt
Victoria, BC V8W 9E2

Re: **British Columbia Construction Association**
• STEP: Skilled Trades Employment Programs

Enclosed please find:

- ☒ Certificate of Insurance No. 2013-04 (*Renewal of Certificate No. 2012-04*)
- ☐ Endorsement(s).
- ☐ Certified Copy(ies) of insurance policy(ies).

We trust you will find the enclosed to be in order. Please contact our office should further information be required.

Yours truly,

General Insurance & Contract Bond Brokers

cc: British Columbia Construction Association

Amend #7

Cockburn, Derek P CSCD:EX

From: Shuttleworth, Bev JTST:EX
Sent: Monday, December 31, 2012 12:04 PM
To: Cockburn, Derek P CSCD:EX
Cc: Buchanan, Kim V JTST:EX
Subject: STEP Contract Amendment for your Review
Attachments: BCCA__Amend_7_Dec_12 DRAFT.docx; BCCA 7_Schedule B Dec 2013 DRAFT.docx; BCCA 7_Schedule A Dec 2013 DRAFT.docx; Amend 7_Budget Appendix2.xlsx

Hi Derek,

Thank you for your previous advise as we go forward with this amendment of the Skilled Trades Employment Program (STEP) delivered by the BC Construction Association.

As you are aware there have been many amendments over a 3 year period and the total value will surpass over \$13M (inclusive of this term).

Attached are drafts of

1. BCCA Amendment 7
2. Schedule A
3. Schedule B
4. Schedule B – Budget Appendix 2

I would appreciate your review of the attached documents and any advise you would suggest. Also, do you think we should get a legal review of this amendment? Traditionally we haven't, however I just wanted to check with you.

As far as timelines go, our goal is to have the amendment signed in early February, so if you could provide me comments back within the next couple of weeks that'd be great. I'm happy to come to meet with you if you feel it would be beneficial.

Bev Shuttleworth
Acting Manager, Industry Training Programs
Labour Market Programs Branch

Phone: 250 356-2032



Ministry of
Jobs, Tourism and Skills Training

Financial Services
3rd Floor, 800 Johnson Street

Mailing Address:
PO Box 9843 STN PROV GOVT
Victoria BC V8W 9T2

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is required. Complete Sections A, B, D and E if this is an initial contract. Complete Sections A, C, D and E if this is an amendment. Questions about the collection or use of information can be directed to Contracts, Policy and Review, at (250)387-4589.

☐ New Contract or ☒ Amendment - contract has Increased / <Decreased> by: \$ \$6,800,000 (leave blank if unchanged)

A. Branch Action

Branch/Division: Labour Market Programs Branch Industry Training Unit	Contract Manager: Bev Shuttleworth	Telephone: (250) 356-2032
--	---------------------------------------	------------------------------

B. Initial Contract - General Service Agreement Attached (form can be found): http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc

Project description: **British Columbia Construction Association- Skilled Trades Employment Project** This province-wide project works with unemployed individuals, as well as employed, lowskilled individuals to find well-paying jobs in construction-related trades. Services include assessment, training (including implementation of apprenticeships, placement and followup support to ensure success. The project began as a pilot in April 2009, and has consistently achieved program targets for placements.

Mandatory to Select One Procurement Process (X): Procurement and AIT Code descriptions

- | | | |
|--|---|--|
| <input type="checkbox"/> 100 = Open Competitive Process | <input type="checkbox"/> 200 = Direct Awards - Public Sector Organization | <input type="checkbox"/> 201 = Direct Awards - Sole Source |
| <input type="checkbox"/> 202 = Direct Awards - Emergency | <input type="checkbox"/> 203 = Direct Awards - Security, Order, etc. | <input type="checkbox"/> 204 = Direct Awards - Confidentiality |
| <input checked="" type="checkbox"/> 205 = Direct Awards - Notice of Intent | <input type="checkbox"/> 207 = Direct Award - Under \$25,000 | |
| <input type="checkbox"/> 208 = Direct Award - Financial Assistance - TUA | <input type="checkbox"/> 209 = Direct Award - Cost Sharing Agreement - TUA | |
| <input type="checkbox"/> 300 = Direct Invitation to Selected Vendors | <input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List | |
| <input type="checkbox"/> 401 = Competition from Vendors on Pre-Qualification Lists | <input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement | |
| <input type="checkbox"/> 600 = other purchase process (FSA)" | | |

Mandatory to Select One AIT Exclusion (X) (descriptions can be found at) Procurement and AIT Cod descriptions

- | | | |
|--|--|---|
| <input type="checkbox"/> 100 = Purchase subject to AIT | <input type="checkbox"/> 200 = Purchase below applicable AIT threshold | <input checked="" type="checkbox"/> 300 = Purchase exempt |
|--|--|---|

C. Amendment - Modification Agreement Attached (form at): http://icw.cd.gov.bc.ca/fas/fin_contracts/documents/modificationagreement.doc

Reason for amendment is (X): ☒ Change in deliverables ☐ Other (specify):

D. Commitment (Once the amount of the contract or amendment has been entered to the account(s) indicated below, it should not be changed.)

Contractor name: (verified on BC Online Corporate Registry) British Columbia Construction Association (BCCA) ✓		Company registration #: Society # S-0008722		
Doing business as: British Columbia Construction Association (BCCA)				
Address: #401 - 655 Tyee Road, Victoria, BC				Postal code: V9A 6X5
Phone: 250 475 1077		Fax: 250 475-1078		
Commitment # (to be quoted on all invoices): Contract # CA90109004				
Term of Agreement: From: April 8, 2009		To: March 31, 2014 ✓		
Contract Price	\$ <u>20414 660.21</u>	Responsibility Centre	Service Line	STOB
Max. Fee:	\$	51676	20921	8001
Max. Expenses:	\$ <u>20,414,659</u> ✓			
				Project Number 5121224

E. Authorization

☐ (X) Contract Policy Requirements - Documented

Spending Authority:

Kaaren Lewis, Executive Director

F. Assistant Deputy Minister

Pre Approval for Direct Award - Sole Source
Service Contract (stob 60) \$25,000 or more:

Date: March 26/13

Attach contract/amendment and return to Financial Services, 3rd Floor, 800 Johnson Street

Labour Market Programs Branch



Cockburn, Derek P CSCD:EX

From: Shuttleworth, Bev JTST:EX
Sent: Friday, March 1, 2013 1:35 PM
To: Marshall, Tina CSCD:EX
Cc: Cockburn, Derek P CSCD:EX
Subject: RE: procurement and Job Match

Amend #8
VS.
New Contract



Notice of Intent
to Direct Awa...

Hi Tina – based on input from my Director and E.D. we have incorporated some changes into the NOI that we want to run by you. Do you mind doing another quick review? Note that I highlit one line – do we need to include it?

Give me a call if you want to discuss. Thank you.

Bev Shuttleworth
Manager, Industry Training Programs
Labour Market Programs Branch

Phone: 250 356-2032

IN CAS
AMEND #6
\$ 8 874 478.13

RFP For new contract
depends on RFP/Proc negotiations

From: Marshall, Tina CSCD:EX
Sent: Monday, February 25, 2013 9:13 AM
To: Shuttleworth, Bev JTST:EX
Cc: Cockburn, Derek P CSCD:EX
Subject: FW: procurement and Job Match

Good morning Bev.

As requested, we have reviewed your Notice of Intent to Direct Award a contract and, in the interest of time, have incorporated some comments using the track changes feature in Word. I think the changes are self explanatory, but please don't hesitate to contact me if you would like to discuss further. We can post this to BC Bid for you as well once you have finalized the closing dates, etc.

Thank you.

Tina Marshall
Procurement Contract Specialist
Providing services to:
Ministry of Community, Sport and Cultural Development
and Ministry of Jobs, Tourism and Skills Training
Telephone: 250-387-4589 Fax: 250-387-1590

From: Cockburn, Derek P CSCD:EX
Sent: Monday, February 25, 2013 8:57 AM
To: Marshall, Tina CSCD:EX
Subject: FW: procurement and Job Match

Tina,

Can you please provide some comments for Bev's NOI.

Thanks,

Derek

From: Shuttleworth, Bev JTST:EX
Sent: Friday, February 22, 2013 3:33 PM
To: Cockburn, Derek P CSCD:EX
Cc: Anderson, Viki M JTST:EX
Subject: RE: procurement and Job Match

Thanks Derek! Don't hesitate to call if you want to discuss it directly.

<< File: Notice of Intent to Direct Award.docx >>

Bev Shuttleworth
Manager, Industry Training Programs
Labour Market Programs Branch

Phone: 250 356-2032

From: Cockburn, Derek P CSCD:EX
Sent: Friday, February 22, 2013 3:23 PM
To: Shuttleworth, Bev JTST:EX
Cc: Anderson, Viki M JTST:EX
Subject: RE: procurement and Job Match

Bev,

Please send it to me and we will reply on Monday morning.

Derek

From: Shuttleworth, Bev JTST:EX
Sent: Friday, February 22, 2013 3:06 PM
To: Cockburn, Derek P CSCD:EX
Cc: Anderson, Viki M JTST:EX
Subject: RE: procurement and Job Match

Hi Derek – thanks so much for your help on this. I'm refining the NOI and am hoping yourself, or someone from your team would be willing to review and provide comment? As you know it's a high profile contract so I want to make sure we articulate everything that is needed.

I hate to ask for a quick turnaround, but is it possible to get comment back by noon Monday if I send it to you in the next half hour?

Much Appreciated!!

Bev Shuttleworth
Manager, Industry Training Programs
Labour Market Programs Branch

Phone: 250 356-2032

From: Cockburn, Derek P CSCD:EX
Sent: Friday, February 22, 2013 9:29 AM
To: Anderson, Viki M JTST:EX; Lewis, Kaaren JTST:EX
Cc: Shuttleworth, Bev JTST:EX
Subject: RE: procurement and Job Match

The NOI will need to clear state the broadened scope, based on combining the two programs, as well as the time and money extensions.

Derek

From: Anderson, Viki M JTST:EX
Sent: Friday, February 22, 2013 9:14 AM
To: Lewis, Kaaren JTST:EX
Cc: Shuttleworth, Bev JTST:EX; Cockburn, Derek P CSCD:EX
Subject: FW: procurement and Job Match

Hi, Kaaren,

Derek has just confirmed our approach to follow on the procurement for STEP/Job Match. Derek will follow up with us in writing later this morning, as he is rushing to a meeting right now.

It is procurement's opinion that the Job Match pilot contract is 'very clean' and clearly allows for extension. They are comfortable with us blending Job Match into the current STEP contract for next fiscal year only (it can only be extended one more year).

In discussion with Murray, our finance & procurement experts determined that we need to post an NOI about our intention to make the STEP contract include another stream (and likely increase the \$\$).

I will draft an NOI as the starting point for Bev to put in the details as it pertains to STEP and the quantum once that has been negotiated/determined. At some point very soon we will also need to bring BCCA into the loop more fully.

Viki

From: Anderson, Viki M JTST:EX
Sent: Thursday, February 21, 2013 4:15 PM
To: Lewis, Kaaren JTST:EX
Cc: Cockburn, Derek P CSCD:EX; Shuttleworth, Bev JTST:EX
Subject: procurement and Job Match


Derek has pulled both the Job Match pilot and the STEP contracts and will review and give his thoughts to us first thing tomorrow morning.

He is looking to see if there are any issues to amending the STEP contract for its final year to include a Job Match component, which would broaden the STEP client base, and therefore be partially funded by MSD via the LMDA.

With two contracts doing similar work for similar clients by the same contractor, it would appear on surface to be wise to use one contract, allowing for some efficiencies in the administration of both.

That said, we need confirmation that no procurement issues are likely to arise from this approach.

Viki Anderson | Director, Skills Development Program Unit
Labour Market Programs Branch | Ministry of Jobs, Tourism & Skills Training
Tel: (250) 952-0642 Fax: (250) 387-4788

 **Rethink Reduce Reuse Repair Recycle**

Memorandum

Labour Market and Immigration
Division

Ministry of Jobs, Tourism and
Innovation

PAYMENT REQUEST

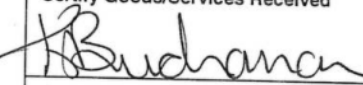
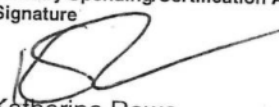
Date: April 2, 2013 **Invoice #:** STEP-JMS APR ADV 2013

Recipient: BC Construction Association
#401 - 655 Tyee Road
Victoria, BC
V9A 6X5

Payment Amount: \$1,360,000.00

Description: Advance payment, equal to 20% of the project budget, due within 30 days of contract start date as per schedule B of Skills Training for Employment-Job Match Services (STEP) contract CA90109004, Amendment 8 (attached). Advance will be recovered in full before March 31, 2014.

Requested by: Labour Market Programs Branch Dawna Scully – 250-387-7243

MINISTRY OF JOBS, TOURISM and INNOVATION		
Certify Goods/Services Received		
		Kim Buchanan
Supplier #	Client #	
847178/001	125	
P.O./Contract #	CA90109004	
RESP	Service Line	STOB
51676	20921	8001
Project Code	Amount	
51676	\$1,360,000.00	
CERTIFIED THAT THE AMOUNT TO BE PAID: - is correct - Is in accordance with appropriate statute or other authority and/or contract - Where applicable that the work has been performed, the goods supplied, the services rendered or other conditions met		
Ministry Spending/Certification Authority Signature		Date: April 9, 2013
		
Katherine Rowe		
Print Name of Spending/Certification Authority		

Notice of Intent to Direct Award
Ministry of Jobs, Tourism and Skills Training

Notice is hereby given by the Industry Training Programs Branch of the Ministry of Jobs, Tourism and Skills Training, of its intent to direct award an expanded contract to the British Columbia Construction Association (BCCA) .

The intent is to expand the scope of the Skilled Trades Employment Program (STEP) to serve Employment Insurance (EI) eligible clients in addition to the non EI-eligible clients currently served under the STEP program.

The contract will be for the period of April 1, 2013 to March 31, 2014 with no option to renew the contract.

Service Goals:

The primary deliverable of the expanded contract is to identify job openings throughout the province in the construction sector, and to support additional unemployed potential workers to fill those job openings.

If government decides to continue the program after the one year, it will openly compete the opportunity using a Request for Proposal process.

Services:

BCCA will work with employers in the construction industry to match and support an increased number of unemployed individuals to available jobs throughout the province. BCCA will provide job specific skills training, pre and post employment supports and coaching to help individuals successfully attain and maintain employment.

Budget:

The contract value for services ending March 31, 2014 will be expanded with the value of the expanded services not exceeding \$6.9 million.

Rationale for Direct Award:

1. The BCCA is a provincial non-profit organization representing over 2000 non-union and union companies, both general contractors and trades contractors, from all regions of the province. These pre-existing employer relationships play a critical role in identifying jobs and understanding employer needs.

2. The BCCA has demonstrated successful results in working with diverse groups of unemployed and low-skilled individuals to develop their skills and match them with employers who are committed to further develop their skills in the workplace.
3. The BCCA as an association has initiated, created and operated strategic initiatives to address skilled trades shortages in the construction trades identified throughout the province.
4. The BCCA has the necessary qualified staff and infrastructure currently in place throughout the province which are dedicated to providing the type of expanded services required to focus on the constructions sector, and can undertake the work immediately and over the term of the contract.

Organizations wishing to object to this decision are to contact Bev Shuttleworth by email at Bev.Shuttleworth@gov.bc.ca on or before 2:00 pm Pacific time on March 11, 2013, presenting specific reasons for their objections, including a description of the organization's:

1. Extensive, long standing, and formal relationships with general contractors and trades contractors in all regions of the province.
2. Extensive working knowledge of the construction industry, particularly trades recruitment and employment.
3. Extensive experience working with low-skilled and/or unemployed individuals to gain the skills needed for sustainable employment.
4. Ability to implement the services in locations throughout the province.

These will be the key criteria with regard to consideration of objections. The contractor's qualifications and ability to provide the same level of service at a lower cost within the required time frame will be the key criteria with regard to the consideration of contractor objections.

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF JOBS, TOURISM AND SKILLS TRAINING
MODIFICATION AGREEMENT



AMENDMENT #8

This AGREEMENT dated for reference the 26th day of March, 2013.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Jobs, Tourism and Skills Training (herein called the "Province")

OF THE FIRST PART

AND:

BRITISH COLUMBIA CONSTRUCTION ASSOCIATION
#401 - 655 Tyee Road, Victoria, BC V9A 6X5
(herein called the "Service Provider")

OF THE SECOND PART

WITNESS THAT WHEREAS:

- a. The parties hereto entered in an Agreement dated for reference the 8th day of April, 2009, and subsequently amended on the 13th day of October, 2009, the 14th day of May, 2010, the 15th day of October, 2010, the 1st day of November, 2010, the 27th day of October, 2011, the 18th of May, 2012, and the 13th of March, 2013.
- b. AND WHEREAS the parties have agreed to amend the Agreement to enhance the Skilled Trades Employment Program (STEP) to provide Job Match Services to eligible unemployed British Columbians.

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

A handwritten signature in black ink, consisting of a stylized 'W' or 'V' shape followed by a horizontal line.

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

- (1) That the effective date for this Modification Agreement is April 1, 2013.
- (2) That the attached Schedules A-1 and B-1 are added to the Agreement and reflect the enhanced services to provide Job Match services for the period April 1, 2013 to March 31, 2014; and
- (3) That the attached Schedules C, D, E, F and G replace the Schedules to the Agreement for the term of the contract; and
- (4) That the end date of the contract is extended to March 31, 2014. The revised Term of the Agreement is April 15, 2009 to March 31, 2014.
- (5) That the contract value is increased by \$6,800,000 for the Job Match Services program. The total aggregate value of the Agreement is \$20,414,659.

The parties hereto have executed this Agreement on the day and year as set out above.

SIGNED AND DELIVERED by the Contractor or
by an Authorized Representative

ABIGAIL FULTON, VP
Manley McLachlan
President and CEO
BC Construction Association


(Signature)

SIGNED AND DELIVERED on behalf of the
Province by an authorized representative of the
Province.



Shannon Baskerville
Assistant Deputy Minister
Ministry of Jobs, Tourism and Skills Training


(Signature)

**SCHEDULE "A – 1" STEP (Skilled Trades Employment Program)
- JOB MATCH SERVICES**

For the Period: April 1, 2013 to March 31, 2014

A1. TERM

Notwithstanding the date of execution and delivery of this Agreement, the Term for Services will commence on April 15, 2009 and end on March 31, 2014.

A2. PURPOSE

The Services in Schedule A-1 are meant to support unemployed British Columbian's in obtaining sustainable employment and strengthen and grow BC's construction sector by:

- a) Supporting and placing 1,254 unemployed British Columbians in immediate job openings in the construction sector.
- b) Supporting employers by connecting job-ready unemployed individuals to move into immediate job openings in the construction sector.

A3. POINTS OF ACCESS:

STEP-Job Match Services will be available in targeted communities and regions throughout the Province of British Columbia with specific points of access to be confirmed with the Ministry as the program expands to provide services throughout the province.

North: Outreach services to include Prince Rupert, Kitimat, Terrace, Prince George, Dawson Creek and Fort St. John.

Okanagan: Outreach services initially to include Kelowna.

Lower Mainland: Outreach services to include Vancouver, Burnaby, Richmond, New Westminster, Surrey.

A4. DEFINITIONS

In the Schedules:

- a) A **"Participant"** means an individual who meets the Participant Eligibility Criteria described in Section A8 below and whose application to participate in the STEP-Job Match Services is approved by the Service Provider in consultation with the participating Ministries funding the STEP-Job Match Services program (Ministry of Jobs, Tourism and Skills Training and Ministry of Social Development).
- b) **"Participant Case File"** means all information submitted by a Participant to the Service Provider, whether oral, written or electronic, including on any forms used in the Service

Provider's provision of the services, and includes any Personal Information about that Participant contained therein.

- c) **"Personal Information"** means recorded information about an identifiable individual, as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("**FOIPPA**");
- d) **"Construction Jobs"** are directly related to B.C.'s construction industry and defined as:
 - i. Primary: Entry level or skilled construction jobs including carpenters helper, electrical helper, labourers, pipe layers and others that work directly on the construction site.
 - ii. Secondary: Jobs that work directly for a construction company or its immediate subcontractor and required to work on the construction site to complete other business/construction functions such as security guards, camp cooks, bookkeepers, flaggers, etc.
- e) An **'Employer'** is defined as a business that hires people for jobs within scope of A4 - d and:
 - i. is a legal entity that controls and directs a worker under an express or implied contract of employment and pays (or is obligated to pay) him/her salary or wages in compensation;
 - ii. is appropriately registered and/or licensed to operate within British Columbia;
 - iii. is registered and in good standing with the Workers' Compensation Board of British Columbia.

A5. DELIVERABLES

A5.1 The Service Provider will deliver the following services:

- a) Design, manage and operate regional service delivery and provide outreach services as outlined in A3, including the direct provision of services to Participants outside of the identified locations where need is demonstrated and the budget allows.
- b) Promote the STEP-Job Match Services to potential Employers, potential Participants and potential industry or community partners through a communication plan which includes activities such as:
 - i. direct person-to-person contact;
 - ii. requesting referrals from other Employers and/or existing industry networks or non-governmental organizations;
 - iii. targeted advertising via print, direct mail, broadcast;
 - iv. distributing marketing materials (e.g. brochures, newsletters, flyers and/or posters);
 - v. promoting the STEP-Job Match Services through community projects, job fairs, tradeshow, conferences and school presentations;

- vi. publicizing the STEP-Job Match Services in newsletters and trade journals; and
 - vii. implementing media relations campaigns (including but not limited to taking Ministry representatives, media, and other persons on work site tours).
- c) Further to Schedule F, the Service Provider will reference the expanded services as "STEP-Job Match Services", and will inform and seek approval from the Province:
- i. in advance of any advertisements or media relations opportunities and cooperate with the Province in making any public and/or media announcements regarding the STEP-Job Match Services, and the details of this Schedule A-1, and
 - ii. to acknowledge the financial contribution made by the Province and Canada on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms for use by eligible Participants, or other publications produced by the Service Provider and related to the STEP-Job Match Services, as well as at any offices where Participants receive Services funded under this Agreement.
- d) Screen/Assess potential Participants to identify if they:
- i. are suitable for the program and for immediate employment in the construction sector based on criteria defined by the Service Provider.
 - ii. meet eligibility criteria under either the Labour Market Agreement (LMA) or Labour Market Development Agreement (LMDA), as defined in this Schedule under A8.

The Service Provider is required to advise applicants in receipt of assistance under the *Employment and Assistance Act* or the *Employment and Assistance for Persons with Disabilities Act* to contact their Ministry of Social Development Employment and Assistance office.

The Service Provider is requested to refer non-suitable or non-eligible applicants to their local WorkBC centre to seek information about other programs available and their eligibility criteria

Where it is not clear if the client meets the eligibility criteria, the Service Provider will consult with the participating Ministries funding the STEP-Job Match Services program (Ministry of Jobs, Tourism and Skills Training and the Ministry of Social Development).

- e) Develop written Participant action plans.
- The Participant action plan is developed based on assessed client needs, not solely on eligibility for available financial supports. The action plan identifies:
- i. relevant certificates currently held by the Participant;
 - ii. relevant skills and experience;
 - iii. potential match(es) in the construction trades, and with area employers;



- iv. related issues such as transportation, re-location, family commitments, expectations of the workplace;
 - v. wage and position expectation;
 - vi. training/employability tickets that are required for the position;
 - vii. supports required such as clothing, safety items, tools and equipment required to perform the job on the work-site. These supports should not replace what an Employer would generally be expected to provide to an employee;
 - viii. other supports needed to enable Participants to get to and from the worksite for the first two weeks of employment prior to receipt of their first pay check. (for example, mileage, fuel, bus passes or short-term accommodations).
- f) Develop Employer action plans:
- i. identify job vacancy needs with construction Employers;
 - ii. approach/recruit Employers for Job Match Participants;
 - iii. for each Participant the Employer hires:
 - i. Develop a plan which clearly articulates:
 - a. terms of employment (Minimum of 30 hours/week for up to, or beyond, 24 weeks, start date, wage, etc.), and
 - b. training plan/supports to be provided to the Participant by the Employer and/or Service Provider.
- g) Provide pre- employment supports for Participants (based on the Participant action plans) including:
- i. training/employability tickets – develop or coordinate workshops or training that is required through legislation, or as an employer requirement, to work in that job. For example, safety training, first aid, flag person training, etc.
 - a. the pre-employment training time should not exceed more than 60 hours, except in instances where the Service Provider deems appropriate based on the and skill level of the Participant and identify as needed to sustain employment.
 - b. where possible, pre-employment training will be limited to less than 10 hours a week.
 - ii. clothing and safety items – identify and coordinate purchase of items required to perform the job on the work-site. Such items may include warm and reflective jackets, boots, gloves, etc.
 - iii. tools and equipment – identify and coordinate purchase of items required to perform the job on the work-site such as tool belts, hammers, etc.
 - iv. other supports – mileage, fuel, bus passes for first two weeks of employment to and from the worksite until first pay received, or longer in exceptional pre-approved instances. For LMDA Participants, financial supports must not exceed maximum allowances under LMDA policy as amended from time to time by the Province.

Only individuals who qualify as an LMDA or LMA eligible Participant may access the STEP – Job Match Services. The Province will provide tools to assist the Service Provider in screening/assessing for LMDA or LMA eligibility.

Labour Market Development Agreement (LMDA) Eligible

“LMDA Eligible Participant” means a Participant who is:

- a) Unemployed;
- b) when requesting assistance, an EI Client;
- c) legally entitled to work in Canada;
- d) not a full-time post-secondary student;
- e) not a high school student; and
- f) not participating in another program funded under the Canada-British Columbia Labour Market Development Agreement.

“EI Client” means an unemployed person who, when requesting assistance:

- a) is an individual for whom an employment insurance benefit period is established under the EI Act; or
 - i. had an employment insurance benefit period under the EI Act that ended within the previous 36 months; or
 - ii. had an employment insurance benefit period under the EI Act period established for him or her within the previous 60 months; and:
- b) was paid parental or maternity benefits under the EI Act;
- c) subsequently withdrew from the labour force to care for one or more of his or her new-born children or one or more children placed with him or her for the purpose of adoption; and,
- d) is seeking to re-enter the labour force; or,
 - i. received “provincial benefits” under a “provincial plan”, as those terms are defined in section 76.01 of the *Employment Insurance Regulations* made under the EI Act, within the previous 60 months, and
 - ii. if not for the provincial benefits paid under the provincial plan, would have been entitled to receive benefits under sections 22 or 23 of the EI Act, and would have had a benefit period established for that purpose within the 60 months period;
 - iii. subsequently withdrew from active participation in the labour force to care for one or more of his or her newborn children or one or more children placed with him or her for the purpose of adoption; and,
 - iv. is seeking to re-enter the labour market.

“Unemployed” means an individual who;

- a) is not working;
- b) is working less than twenty (20) hours per week and
 - i. is actively seeking to work for more than 30 hours per week.

- h) Match Participants with Employers.
- i) Provide post-employment supports that facilitate and support a placement which may include:
 - i. supports needed to enable Participants to get to and from the worksite for the first two weeks of employment prior to receipt of their first pay check. (for example, fuel, bus passes or short-term accommodations).
 - ii. wage subsidies are not an eligible support under this Agreement.
- j) Monitoring employment outcomes:
 - i. ensure a good fit exists between Participant and Employer by following up with the Participant (minimum via telephone, in-person wherever time permits) at eight weeks of employment and three months of employment* after the date of placement with the Employer.
*Three months of employment follow up is required only for LMDA funded Participants. Three month follow-up with LMA funded Participants will be completed through a third party survey/evaluation process administered by the Province.

A6. THE PROVINCE'S OBLIGATIONS

- a) The Province will support the Service Provider by providing funding as per the Schedule B -1 attached.
- b) The Province will NOT provide:
 - o participant nor business referrals or
 - o operational advice.

A7. OUTCOMES

The Service Provider will make its best efforts to place 1,254 Participants (627 LMDA and 627 LMA) in jobs that provide a minimum of 30 hours employment per week for up to, or beyond, 24 weeks (6 months).

A8. ELIGIBILITY DETERMINATION

Prior to accepting an individual into the program, the Service Provider will screen/assess whether or not the individual may qualify as LMDA or LMA eligible as defined below.

- i. LMDA applications must be sent to and approved by MSD's Employment and Labour Market Services Division, based on information from the applicant and Service Provider in a format to be prescribed by the Province.
- ii. LMA applicants self-declare and certify that all information they have provided is complete and accurate through signature on the intake form. Acceptance into the program is determined by the Service Provider.



- ii. is unable to work for more than 30 hours per week because of a disability and is seeking to work more hours;
- c) is in receipt of a notice of imminent layoff;
- d) must leave his or her current occupation due to a medical reason, or
- e) is at significant risk of losing his or her employment because of his or her disability.

Labour Market Agreement (LMA) Eligible

LMA Eligible "Participants" are defined as individuals who are unemployed/non-EI clients.

Unemployed, non-EI

An "unemployed, individual" is defined as an individual who is not self-employed or working full-time or part time. A "non-EI client" is an individual:

- i. who is not eligible for assistance under labour market programs provided by the Canada Employment Insurance Commission under Part II of the *Employment Insurance Act*, or
- ii. who is not eligible for assistance under any similar labour market programs provided by British Columbia which are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 63) of the *Employment Insurance Act*.
- iii. more specifically, a non-EI client is an individual who:
 - a. has not established a regular EI claim in the last three years; and,
 - b. has not established a maternity or parental claim in the past five years.
- iv. in addition, an eligible Participant must:
 - be legally entitled to work in Canada;
 - be living in BC;
 - not be a full-time post-secondary student;
 - not be a high school student; and,
 - not be participating in another Canada-British Columbia Labour Market Agreement-funded program.

A9. ADDITIONAL LMDA CLIENT REQUIREMENTS

For any potential LMDA Participant that the Service Provider identifies in accordance with the eligibility criteria in section A8 to be an active EI claimant, and determines requires a course or program of instruction or training longer than 10 hours in total duration, the Service Provider must:

- i. Collect information from the potential Participant, as may be directed by the Province, necessary for a decision to be made whether to provide the potential Participant with a referral to a course or program of instruction or training or other employment activity for the purpose of section 25 of the *Employment Insurance Act* (Canada);



- ii. Obtain, in a form to be determined by and as may be directed by the Province, an application from the potential Participant for a referral for the purpose of section 25 of the *Employment Insurance Act* (Canada);
- iii. Provide the information described in (i) and the application described in (ii) to the Province for a determination to be made by the Province whether to provide the potential Participant with a referral for the purpose of section 25 of the *Employment Insurance Act* (Canada);
- iv. Communicate to the potential Participant any determination made by the Province respecting the potential Participant's referral for the purpose of section 25 of the *Employment Insurance Act* (Canada) and for any potential Participant who obtains a referral for the purpose of section 25 of the *Employment Insurance Act* (Canada), inform him or her, as may be directed by the Province, or his or her obligations related to that referral and the implications of a failure to attend his or her course or program of instruction or training or other employment activity;
- v. Monitor the potential Participant's attendance at his or her course or program of instruction or training or other employment activity, collect information about the potential Participant's attendance, as may be directed by the Province and provide that information to the Province as directed by the Province.

A10. REPORTING

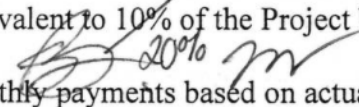
In a format prescribed by the Province, the Service Provider will report the following data to JTST and/or MSD to meet accountability and reporting requirements:

- a) copies of all Participant intake and exit forms
- b) participant job placement forms,
- c) monthly activity reports which will include the following:
 - i. the number of applications approved during the monthly reporting period (intake forms),
 - ii. the number of placements placed during the monthly reporting period by region and by job/position,
 - iii. average wage rate of Participants placed in the reporting period,
 - iv. the number of income assistance (IA) clients served,
 - v. the number of Participants who completed/exited the program during the monthly reporting period (exit forms).
 - vi. reference to any intake/exit forms that were not included in package.

Upon completion of the Services, a final report (the "Final Report") will be submitted no later than April 30, 2014, in substantially the same format and with the same categories as the monthly activity reports. The Final Report will also include details to describe the achievement of the objectives inclusive of both LMA and LMDA funded Participants.

- i. average wage rate of Participants that were placed,
- ii. types of jobs Participants were placed in,
- iii. number of Participants still employed after 3 months,
- iv. types of pre-and-post supports provided,
- v. best practices/success stories and lessons learned.

SCHEDULE B-1
FINANCIAL CONTRIBUTION – Skilled Trades Employment Program (STEP) -
JOB MATCH SERVICES
For the Period: April 1, 2013 to March 31, 2014

1. The Province will provide a Financial Contribution to the Service Provider up to the amount of \$6,800,000 in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Service Provider for the provision of the Services as defined in Schedule A-1. Payments will be made as follows:
 - (a) an accountable advance within 30 days of the start date of this Amendment, equivalent to 10% of the Project budget, attached as Appendix 1 to Schedule B.
 - (b)  monthly payments based on actual costs within 30 days of receipt and approval by the Province based on monthly payment claim forms which includes:
 - i. a monthly expenditure report/invoice split by funding source (LMDA and LMA) signed by the agency signing authority stating that all expenses listed in the supplied invoice are in accordance with the criteria stated in this Schedule;
 - ii. a general ledger to support the claim.
 - iii. reporting as outlined in Schedule "A-1" A10.
 - (c) The final payment will be made upon:
 - i. completion of the outcomes specified in Schedule "A-1",
 - ii. a final report on the services and outcomes of the project (details to be specified by the Ministry),
 - iii. receipt and approval of the final monthly payment claim including a full accounting of the receipt and expenditure of the Financial Contribution.

The accountable advance payment will be deducted from the final payment, or from earlier payments if the Service Provider has claimed in excess of 85% of the contract value prior to submitting a monthly claim form for the final payment.

Eligible Costs

2. Eligible Costs are the actual costs relating to the services components listed in the Project Budget attached as Appendix 1.

Eligible Costs are also subject to the following limitations:

- i. No Financial Contribution shall be payable to the Recipient for program costs incurred by the Recipient prior to the effective date, or after the end, of this Agreement.

- ii. Management Fees shall not exceed 12% of the expenditures. Management Fees costs include the appropriate portion of such oversight expenses and may include:

- Facility Costs for administrative site which may include:
- Senior Leadership wages
- Utilities
- Office equipment rental/operating leasing costs
- Third party liability costs (where applicable)
- Insurance (fire, theft)
- Licenses as required by Municipal, Provincial or Federal regulations or Acts
- Bookkeeping and bank charges
- Office supplies
- Photocopying
- Postage, mailing and handling costs
- Telephone and fax line(s)
- Long-distance telephone and fax charges
- Criminal Records Check for staff
- Worker's Compensation Board costs
- Regular audit costs for day to day business
- Reception services or other shared resources
- Other costs not covered elsewhere in the budget, as negotiated with the Province

- iii. No contribution paid to any Participant or wages paid to any administrative staff who is a member of the immediate family of the Service Provider, or, if the Service Provider is a corporation or unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or unincorporated association, is eligible for reimbursement unless the Province is satisfied that the recruitment of the Participant or the hiring of the administrative staff was not the result of favouritism by reason of membership in the immediate family of the Service Provider or officer or director of the Service Provider, as the case may be.

"Immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law spouse), child (including child of common law spouse), step-child, ward, father-in-law, mother-in-law, or relative permanently residing with the Service Provider, officer or director, as the case may be.

Pre-employment and post-employment support costs for either LMA or LMDA Participants must meet the respective legislative and policy requirements of the Province in order to be considered for reimbursement.

All services provided to Participants must be funded proportionate to the funding breakdown noted below and should not duplicate any services available through the Canada-BC Labour Market Agreement, Canada-BC Labour Market Development Agreement or other alternative programming for which the Participant may be eligible.

LMDA (50%) Up to a Maximum of:	LMA (50%) Up to a Maximum of:	TOTAL/MAXIMUMS
627 Participants	627 Participants	1,254 Participants
\$3,400,000	\$3,400,000	\$6,800,000

The Service Provider will notify the Province, in writing, should they be able to serve more than 1,254 Participants within the total budget.

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**Skilled Trades Employment Program (STEP) Job Match Services
CA 9019004 British Columbia Construction Association (BCCA)**

APPENDIX 1 to B-1

April 1, 2013 to March 31, 2014

Service Category	
Pre-Employment Supports	2,782,313.00
Post-Employment Supports	1,391,156.00
Operating Expenses	1,897,960.00
Subtotal	6,071,429.00
Management Fee	728,571.00
Total Expenditures	\$ 6,800,000.00

Total Target Placements (627 LMA and 627 LMDA)

1,254

Total cost per target placement

\$

5,422.65

SCHEDULE "C"

INSURANCE

1. You must, without limiting your obligation or liabilities and at your own expense, purchase and maintain throughout the term of this agreement the following insurances with insurers licensed in British Columbia:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured;
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
 - (iii) include a cross liability clause.
2. All insurance described in paragraph 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. You must provide to us when requested by us:
 - (a) evidence in the form of a completed Province of British Columbia Certificate of Insurance of all required insurance; or
 - (b) certified copies of required policies.

SCHEDULE "D"

SECURITY SCHEDULE

Definitions

1. In this Schedule,
 - (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Service Provider to provide the Services;
 - (b) "Facilities" means any facilities at which the Service Provider provides or is to provide the Services;
 - (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Service Provider (whether verbally, electronically or otherwise) as a result of the Agreement;
 - (d) "Record" means a "record" as defined in the *Interpretation Act*;
 - (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
 - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Service Provider and, for greater certainty, may include
 - (i) the Service Provider or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Service Provider or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Service Provider in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Service Provider in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Service Provider must not permit a Services Worker who is an employee or volunteer of the Service Provider to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Service Provider to keep Sensitive Information confidential on substantially similar terms as those that apply to the Service Provider under the Agreement.

Services Worker security screening

4. The Service Provider may only permit a Services Worker who is an employee or a volunteer of the Service Provider to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Service Provider may consider appropriate, the Service Provider is satisfied that the Services Worker does not constitute an unreasonable security risk. The Service Provider must create, obtain and retain Records documenting the Service Provider's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Facilities and Equipment protection and access control

5. The Service Provider must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Service Provider required by the Service Provider to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Service Provider
 - (i) being used by the Service Provider to provide the Services, or
 - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

6. If the Province makes available to the Service Provider any Facilities or Equipment of the Province for the use of the Service Provider in providing the Services, the Service Provider must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

7. The Service Provider must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

8. The Service Provider must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Service Provider; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
9. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

- (a) remained as complete as when it was acquired or accessed by the Service Provider;
and
- (b) not been altered in any material respect.

Documentation of changes to processes

- 10. The Service Provider must create and maintain detailed Records logging any changes it makes to the processes described in sections 5 and 7.

Notice of security breaches

- 11. If Service Provider becomes aware that:
 - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
 - (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Service Provider to comply with this Schedule or the Agreement), the Service Provider must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Service Provider provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Service Provider to do so.

Review of security breaches

- 12. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Service Provider must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Service Provider to do so.

Retention of Records

- 13. Unless the Agreement otherwise specifies, the Service Provider must retain all Records in the Service Provider's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

- 14. Until disposed of or delivered in accordance with section 15, the Service Provider must store any Records in the Service Provider's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

- 15. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Service Provider, enter on the Service Provider's premises to inspect and, at the Province's discretion, copy:
 - (a) any Records in the possession of the Service Provider containing Information; or
 - (b) any of the Service Provider's Information management policies or processes relevant to the Service Provider's compliance with this Schedule

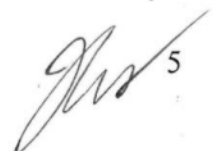
and the Service Provider must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

16. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Service Provider, terminate the Agreement by giving written notice of such termination to the Service Provider, upon any failure of the Service Provider to comply with this Schedule in a material respect.

Interpretation

17. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
18. Any reference to the "Service Provider" in this Schedule includes any subcontractor retained by the Service Provider to perform obligations under the Agreement and the Service Provider must ensure that any such subcontractors comply with this Schedule.
19. The appendices attached to this Schedule are part of this Schedule.
20. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
21. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Service Providerthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
23. The obligations of the Service Provider in this Schedule will survive the termination of the Agreement.

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SCHEDULE "E"

PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - (a) "**access**" means disclosure by the provision of access;
 - (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Service Provider as a result of the Agreement or any previous agreement between the Province and the Service Provider dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Service Provider is aware of and complies with its statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider may only collect or create personal information that is necessary for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must tell an individual from whom the Service Provider collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Service Provider's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Service Provider must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Service Provider or the Province to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Service Provider receives a request for access to personal information from a person other than the Province, the Service Provider must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Service Provider to provide such access and, if the Province has advised the Service Provider of the name or title and contact information of an official of the Province to whom such requests are to be made, the Service Provider must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Service Provider must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Service Provider of the date the correction request to which the direction relates was received by the Province in order that the Service Provider may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Service Provider must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Service Provider disclosed the information being corrected or annotated.
11. If the Service Provider receives a request for correction of personal information from a person other than the Province, the Service Provider must promptly advise the person to make the request to the Province and, if the Province has advised the Service Provider of the name or title and contact information of an official of the Province to whom such requests are to be made, the Service Provider must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Service Provider must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Province otherwise directs in writing, the Service Provider must not store personal information outside Canada or permit access to personal information from outside Canada.



RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Service Provider must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Province otherwise directs in writing, the Service Provider may only use personal information if that use is for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Province otherwise directs in writing, the Service Provider may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Service Provider may have to provide the notification contemplated by section 30.2 of the Act, if, in relation to personal information in its custody or under its control, the Service Provider:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Service Provider knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure
- the Service Provider must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Service Provider may have to provide the notification contemplated by section 30.5 of the Act, if the Service Provider knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Service Provider must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Service Provider, enter on the Service Provider's premises to inspect any personal information in the

possession of the Service Provider or any of the Service Provider's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Service Provider must permit, and provide reasonable assistance to, any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Service Provider must in relation to personal information comply with:
 - (a) the requirements of the Act or any similar legislation applicable to the Service Provider as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Service Provider acknowledges that it is familiar with the requirements of the Act, or similar legislation, governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Service Provider does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Service Provider must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Service Provider, terminate the Agreement by giving written notice of such termination to the Service Provider, upon any failure of the Service Provider to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Service Provider" in this Schedule includes any sub-contractor or agent retained by the Service Provider to perform obligations under the Agreement and the Service Provider must ensure that any such sub-contractors and agents comply with this Schedule.
27. The obligations of the Service Provider in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, or similar legislation, or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.



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29. The Service Provider must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires the Service Provider to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

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SCHEDULE "F"

MARKETING, PUBLICITY AND COMMUNICATIONS GUIDELINES

For the purposes of this Schedule "F", all references to the Service Provider shall be deemed to include any approved sub-contractor, as applicable.

1. The Service Provider will cooperate with the Province in such public announcements, news releases or event opportunities regarding the Service Provider's provision of the Services as funded through the Program (the "**Project**"), as the Province requests.
2. The Service Provider will not provide any media releases, promotional materials or communications in a public forum with respect to the Project or the Program except where the same have been approved in advance by the Province.
3. The Service Provider will acknowledge the financial contribution made by the Province and Canada on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms for use by eligible Participants, or other publications produced by the Service Provider and related to the Project, as well as at any offices where Participants receive Services funded under this Agreement, in a manner satisfactory to the Province.
4. The Service Provider must ensure that:
 - (a) in all print advertisements relating to the Project, the following Canada word mark and Provincial logos are displayed (unless otherwise directed by the Province):



- (b) and a key message pre-approved by the Province is included in all print advertising relating to the Project.
5. All advertisements, including print advertisements, relating to the Project must have prior approval from the Province. To obtain prior approval the Service Provider must submit the proposed template for the advertisement to the Province identifying the media where the Service Provider intends to advertise and the duration of the proposed advertisement.
6. Any urgent media deadlines for advertising should be flagged when requests for approvals are submitted.



7. At any office or location where the Project is delivered, the Service Provider will display the signage provided by the Province or will provide and display locally produced signage pre-approved by the Province.

8. The Service Provider will ensure that cheques or deposit statements provided to Participants receiving financial assistance from the Service Provider under the Project are provided to the Participants together with an insert pre-approved by the Province bearing the Provincial logo(s) and Canada word mark.

9. Any and all use by the Service Provider of the Provincial logo(s), the Province word mark or the Canada word mark set out above will be in the form provided, and will comply with the graphic standards and any conditions communicated, by the Province to the Service Provider from time to time.

10. The Province is and shall remain the owner of all right, title and interest in and to the Provincial logo(s) and the Province word mark set out above and any goodwill associated with the use of such Provincial logos and Province word mark by the Service Provider will enure entirely to the Province. Any proprietary rights not specifically granted by the Province in this Agreement remain with the Province including, without limitation, copyright and trade-mark protection.



SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Service Provider determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Service Provider must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker,* as described in the table following this section. The Service Provider must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none">• B.C. driver’s licence or learner’s licence (must have photo)• B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none">• Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none">• Canadian Citizenship Card• Permanent Resident Card• Canadian Record of Landing/Canadian Immigration Identification Record	<ul style="list-style-type: none">• School ID card (student card)• Bank card (only if holder’s name is on card)• Credit card (only if holder’s name is on card)• Passport• Foreign birth certificate (a baptismal certificate is not acceptable)• Canadian or U.S. driver’s licence• Naturalization certificate• Canadian Forces identification• Police identification• Foreign Affairs Canada or consular identification• Vehicle registration (only if owner’s signature is shown)• Picture employee ID card• Firearms Acquisition Certificate• Social Insurance Card (only if has signature strip)• B.C. CareCard• Native Status Card• Parole Certificate ID• Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Service Provider contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Service Provider must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of

all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Service Provider must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Service Provider requesting that a Services Worker provide employment references and the Service Provider contacting those references. If a Services Worker has no relevant employment history, the Service Provider must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Service Provider must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Service Provider must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Service Provider it wishes to do so.



SCHEDULE "G"
CRIMINAL RECORD CHECKS

1. In this Schedule, the following definitions will apply:
 - (a) "**Act**" means the *Criminal Records Review Act*, R.S.B.C. 1996, c. 86, as may be amended from time to time;
 - (b) "**Certified Criminal Record Check**" means the results in writing of a search conducted and certified by the Royal Canadian Mounted Police of all relevant information accessible by the Royal Canadian Mounted Police for a Criminal Record for an individual using the individual's fingerprints;
 - (c) "**Conviction**" has the meaning given to that term in section 1 of the Act;
 - (d) "**Criminal Code**" means the *Criminal Code*, R.S.C. 1985, c. C-46, as may be amended from time to time;
 - (e) "**Criminal Record**" means an Outstanding Charge or a Conviction for an Offence;
 - (f) "**Criminal Record Check**" means the results in writing of a search by a Local Police Agency or an Equivalent Organization of all relevant information accessible by the Local Police Agency or the Equivalent Organization, as applicable, for a Criminal Record for an individual;
 - (g) "**Employee**" means any person that is the Service Provider's employee, contractor, officer, director, agent, volunteer or subcontractor, or an employee, contractor, officer, director, agent or volunteer of a subcontractor of the Service Provider;
 - (h) "**Equivalent Organization**" means an organization approved in advance by the Province that has the ability to obtain a criminal record check that is equivalent to a Criminal Record Check obtained by any Local Police Agency;
 - (i) "**Local Police Agency**" means a police agency, department, detachment, force, office or service responsible for policing in a municipality, town, district, village, city, county, region or other geographic area;
 - (j) "**Offence**" means an Offence (Canadian) or an Offence (Foreign);
 - (k) "**Offence (Canadian)**" means an offence under a provision of the Criminal Code and includes a predecessor to that provision;
 - (l) "**Offence (Foreign)**" means an offence in a jurisdiction outside Canada that is similar to an Offence (Canadian);
 - (m) "**Outstanding Charge**" means a charge or an application to a court with respect to an Offence, for which an information has been sworn or an application to a court has been made that has not yet resulted in a conviction, acquittal or order by a court;
 - (n) "**Relevant Offence**" has the meaning given to that term in section 1 of the Act; and
 - (o) "**Services Team**" means the Employee(s) the Service Provider employs or retains to provide the Services.

2. Each year during the Term, the Service Provider must obtain, at the Service Provider's expense (but which expense will be considered to be an eligible expense relating to the Service Provider's provision of the Services), a Criminal Record Check for any Employee having contact with any individual in connection with providing Services:

- (a) before the Employee has any contact with any individual in connection with providing Services;
- (b) any time the Service Provider becomes aware that the Employee has an Outstanding Charge for, or has been convicted of, an Offence; and
- (c) any time the Employee changes employment positions.

3. If the information in a Criminal Record Check discloses that an Employee has or may have a Criminal Record, the Service Provider must obtain, at the Service Provider's expense (but which expense will be considered to be an eligible expense relating to the Service Provider's provision of the Services), a Certified Criminal Record Check for the Employee.

4. The Province may exempt the Service Provider, with respect to any Employee, from the requirements:

- (a) in subsection 2 (a), if the Service Provider has on record for the Employee:
 - (i) a Criminal Record Check obtained in the twelve (12) months immediately before the relevant date; or
 - (ii) a Criminal Record Check obtained after March 31, 2011, pursuant to the Act for the Employee to undertake employment involving "work with vulnerable adults", as that term is defined in that Act; and
- (b) in section 3, if the Service Provider has on record for the Employee a Certified Criminal Record Check obtained in the twelve (12) months immediately before the relevant date.

5. If a Criminal Record Check or Certified Criminal Record Check for any Employee who has contact with any individual in connection with providing Services discloses an Outstanding Charge relating to, or a Conviction for, a Relevant Offence, the Service Provider must determine whether the Employee presents a risk of physical, mental, emotional or sexual abuse to any individual.

6. In making a determination under sections 5 above, the Service Provider must consider the following:

- (a) whether the behaviour associated with the applicable Offence or alleged Offence, would, if repeated, pose a threat of physical, mental, emotional or sexual abuse to any individual;

(b) the circumstances of the applicable Offence or alleged Offence, including the age of the Employee at the time of that Offence and the existence of any extenuating circumstances; and

(c) any other factors that the Service Provider considers relevant including, without limitation, the time elapsed since the occurrence of the applicable Offence or alleged Offence, subsequent actions of the Employee, the likelihood of the Employee repeating a similar kind of behaviour and any attempts at rehabilitation.

7. If the Service Provider determines pursuant to section 5 that an Employee presents a risk of physical, mental, emotional or sexual abuse to any individual, the Service Provider must immediately remove the Employee from the Services Team.

8. The Service Provider must forthwith provide to the Province any Employee's Criminal Record Check described in section 2 or, if applicable, Certified Criminal Record Check described in section 3:

(a) upon the Province's request; or

(b) upon the Service Provider's receipt of the Criminal Record Check or the Certified Criminal Record Check if the Criminal Record Check or the Certified Criminal Record Check is for an Employee described in sub-section 2 (a) and discloses an Outstanding Charge relating to a Relevant Offence, or a Conviction for a Relevant Offence.

9. Based on an Employee's Criminal Record Check or Certified Criminal Record Check, the Province may, in the Province's sole discretion, request that the Service Provider immediately remove the Employee from the Services Team and the Service Provider will comply with such request.

10. If the Service Provider fails to:

(a) obtain for an Employee:

- (i) a Criminal Record Check pursuant to section 2; or,
- (ii) a Certified Criminal Record Check pursuant to section 3; or

(b) provide the Province an Employee's Criminal Record Check or Certified Criminal Record Check pursuant to section 8,

then, in addition to any other remedy available to the Province under this Agreement, the Province may, in the Province's sole discretion, request that the Service Provider immediately remove the Employee from the Services Team and the Service Provider will comply with such request.

11. The Service Provider's obligations described in this Schedule are in addition to and not in place of any other of the Service Provider's obligations contained elsewhere in this Agreement.



Ministry of

Financial Services
3rd Floor, 800 Johnson StreetMailing Address:
PO Box 9843 STN PROV GOVT
Victoria BC V8W 9T2

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is required. Complete Sections A, B, D and E if this is an initial contract. Complete Sections A, C, D and E if this is an amendment. Questions about the collection or use of information can be directed to Contracts, Policy and Review, at (250) 387-4589.

☐ New Contract or ☒ Amendment - contract has Increased / <Decreased> by: \$ \$224,000.00 (leave blank if unchanged)

A. Branch Action

Branch/Division: Labour Market Programs Branch Sector Unit	Contract Manager: Shelley Gilmour	Telephone: (250) 356-9488
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B. Initial Contract - General Service Agreement Attached (form can be found): http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc

Project description: **British Columbia Construction Association - Skilled Trades Employment Project:** This province-wide project works with unemployed individuals, as well as employed, low-skilled individuals to find well-paying jobs in construction-related trades. Services include assessment, training (including implementation of apprenticeships, placement and follow-up support to ensure success. The project began as a pilot in April 2009, and has consistently achieved program targets for placements.

Mandatory to Select One Procurement Process (X): Procurement and AIT Code descriptions

- | | | |
|--|---|--|
| <input type="checkbox"/> 100 = Open Competitive Process | <input type="checkbox"/> 200 = Direct Awards – Public Sector Organization | <input type="checkbox"/> 201 = Direct Awards – Sole Source |
| <input type="checkbox"/> 202 = Direct Awards – Emergency | <input type="checkbox"/> 203 = Direct Awards – Security, Order, etc. | <input type="checkbox"/> 204 = Direct Awards - Confidentiality |
| <input checked="" type="checkbox"/> 205 = Direct Awards - Notice of Intent | <input type="checkbox"/> 207 = Direct Award – Under \$25,000 | |
| <input type="checkbox"/> 208 = Direct Award – Financial Assistance - TUA | <input type="checkbox"/> 209 = Direct Award – Cost Sharing Agreement – TUA | |
| <input type="checkbox"/> 300 = Direct Invitation to Selected Vendors | <input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List | |
| <input type="checkbox"/> 401 = Competition from Vendors on Pre-Qualification Lists | <input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement | |
| <input type="checkbox"/> 600 = other purchase process (FSA)" | | |

Mandatory to Select One AIT Exclusion (X) (descriptions can be found at): Procurement and AIT Cod descriptions

- | | | |
|--|--|---|
| <input type="checkbox"/> 100 = Purchase subject to AIT | <input type="checkbox"/> 200 = Purchase below applicable AIT threshold | <input checked="" type="checkbox"/> 300 = Purchase exempt |
|--|--|---|

C. Amendment - Modification Agreement Attached (form at): http://icw.cd.gov.bc.ca/fas/fin_contracts/documents/modification_agreement.docReason for amendment is (X): ☐ Change in deliverables ☒ Other (specify): Revised Schedule B

D. Commitment (Once the amount of the contract or amendment has been entered to the account(s) indicated below, it should not be changed.)

Contractor name: (verified on BC Online Corporate Registry) British Columbia Construction Association (BCCA)		Company registration #: Society # S-0008722	
Doing business as: British Columbia Construction Association (BCCA)			
Victoria, BC		Postal code: V9A 6X5	
Fax: 250 475-1078			
all invoices): Contract # CA90109004			
April 8, 2009		To: March 31, 2014	
	Responsibility Centre	Service Line	STOB
	51973	20921	8001
Max. Fee:	\$		Project Number
Max. Expenses:	\$ 20,638,659.00		5121224

E. Authorization

☒ (X) Contract Policy Requirements – Documented

Spending Authority:

F. Assistant Deputy Minister

Pre Approval for Direct Award – Sole Source
Service Contract (stob 60) \$25,000 or more:

Date:

Attach contract/amendment and return to Financial Services, 3rd Floor, 800 Johnson Street

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF JOBS, TOURISM AND SKILLS TRAINING
TRANSFER UNDER AGREEMENT

AMENDMENT #9 (Phase 2 Contract Term 4)

This AGREEMENT dated for reference the 23rd day of January, 2014.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Jobs, Tourism and Skills Training (herein called the "Province")

OF THE FIRST PART

AND:

BRITISH COLUMBIA CONSTRUCTION ASSOCIATION
#401 - 655 Tyee Road, Victoria, BC V9A 6X5
(herein called the "Recipient")

OF THE SECOND PART

WITNESS THAT WHEREAS:

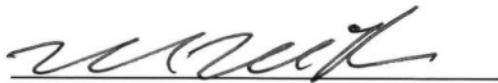
- a. The parties hereto entered in an Agreement dated for reference the 8th day of April, 2009, and subsequently amended on the 13th day of October, 2009, the 14th day of May, 2010, the 15th day of October, 2010, the 1st day of November, 2010, the 27th day of October, 2011, the 18th of May, 2012, the 13th day of March 2013, and the 26th day of March 2013.
- b. AND WHEREAS the parties have agreed to amend the Agreement.

NOW THEREFORE in consideration of the covenants and agreements herein contained,
the parties agree as follows:

- (1) That the attached Schedule- B is added to the Agreement and is effective for the period of April 1, 2013 to March 31, 2014.
- (2) That in all other respects, the terms and conditions of the Agreement remain unchanged.


The parties hereto have executed this Agreement on the day and year as set out above.

SIGNED AND DELIVERED by the Contractor or by an
Authorized Representative



Manley McLauchlan
President and CEO
BC Construction Association

SIGNED AND DELIVERED on behalf of the Province
by an authorized representative of the Province.



D. Scott MacDonald
Assistant Deputy Minister
Ministry of Jobs, Tourism and Skills Training



(Signature)



(Signature)

SCHEDULE B
FINANCIAL CONTRIBUTION – Phase 2 Term 4
April 1, 2013 to March 31, 2014

Historical Payment Summary

Pilot Phase/Contract Term 1 (April 15, 2009 to October 31, 2010)

1. The Province will provide a Financial Contribution to the Recipient up to the amount of **\$3,619,605**, in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Services during the Pilot Phase of the Agreement.
2. Payments will be made as follows:
 - (a) an advance within 30 days of the start date of this Amendment, equivalent to 25% of the Pilot Phase amount to assist with initial operating and start up costs:
 - (b) monthly payments within 30 days of receipt and approval by the Province of a completed Monthly Expenditure Report, signed by the Recipient's signing authority, together with:
 - i. Participant Intake and Exit Forms (Schedules G and H);
 - ii. a completed and signed Monthly Activity Report (Schedule I)
 - (c) The advance payment of this Phase will be deducted against subsequent monthly invoices

Phase 2/Contract Term 2 (November 1, 2010 to October 31, 2011)

3. The Province will provide a Financial Contribution to the Recipient up to the amount of \$2,299,999, in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Services during Phase 2/Contract Term 2 of the Agreement.
4. Payments will be made as follows:
 - (a) an advance within 30 days of the start date of this Amendment, equivalent to 30% of the Phase 2 (Contract Term 2) Project budget, attached as Appendix 2 to Schedule B.
 - (b) monthly payments within 30 days of receipt and approval by the Province of Monthly Payment Claims which include:
 - i. Participant Intake and Exit Forms (Schedules G and H);
 - ii. a Monthly Activity Report (Schedule I); and

- iii. a Monthly Expenditure Report/invoice (Schedule J) signed by the agency signing authority stating that all expenses listed in the supplied invoice are in accordance with the criteria stated in this Schedule.

- (c) The advance payment will either be deducted from the final payment, or from earlier payments once the Service Provider has claimed in excess of 60% of the contract value.

Phase 2/Contract Term 3 (November 1, 2011 to March 31, 2013)

- 5. The Province will provide a Financial Contribution to the Recipient up to the amount of **\$4,190,172**, in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Services during Phase 2/Contract Term 3 of the Agreement.

- 6. Payments will be made as follows:

- (a) an advance within 30 days of the start date of this Amendment, equivalent to 10% of the Phase 2 (Contract Term 3) Project budget, attached as Appendix 2 to Schedule B.
- (b) monthly payments within 30 days of receipt and approval by the Province of Monthly Payment Claims which include:
 - i. Participant Intake and Exit Forms (Schedules G and H);
 - ii. a Monthly Activity Report (Schedule I);
 - iii. a Monthly Expenditure Report/invoice (Schedule J) signed by the agency signing authority stating that all expenses listed in the supplied invoice are in accordance with the criteria stated in this Schedule; and
 - iv. a general ledger to support the claim.

The advance payment will be deducted from the final payment, or from earlier payments once the Service Provider has claimed in excess of 85% of the contract value.

- (c) The final payment will be made upon:
 - i. completion of the Services specified in Schedule "A",
 - ii. a final report on the services (details to be specified by the Ministry),
 - iii. receipt and approval of the final Monthly Payment Claim including a full accounting of the receipt and expenditure of the Financial Contribution.

Phase 2/Contract Term 3 (November 1, 2011 to March 31, 2013) - Amendment

7. That the budget was increased by \$464,472.00, to a revised total of \$4,654,643.38 for the period of Nov 1, 2011 to March 31, 2013 as outlined in Appendix 2 Phase 2/Contract Term 3 (November 1, 2011 to March 31, 2013).
- (a) That Staff resources be increased by:
 - 3 full-time Regional Trades Employment Specialists (TES) for a total of 18 full-time TES positions.
 - 2 half-time program coordinators for a total of 6 full-time coordinators.
 - (b) That these new staff resources will support service in Northern BC, Southern BC and the Lower Mainland.
 - (c) That Project Outcomes will be changed as follows:
 - 221 one-on-one assessments for a total of 1,871 for the current term.
 - 153 completed assessments for a total of 1,293 for the current term.
 - 100 placements for a total of 847 for the current term.

That in all other respects, the terms and conditions of the Agreement remain unchanged.

Current Payment Summary

Phase 2/Contract Term 4 (April 1, 2013 – March 31, 2014) (Amendment 9)

8. The Province will provide a Financial Contribution to the Recipient up to the amount of **\$3,264,412.21** in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Services during Phase 2/Contract Term 4 of the Agreement. Payments will be made as follows:
- (a) an advance within 30 days of the start date of this Amendment, equivalent to 10% of the Phase 2 (Contract Term 4) Project budget, attached as Appendix 1 to Schedule B.
 - (b) monthly payments within 30 days of receipt and approval by the Province of Monthly Payment Claims which include:
 - i. Participant Intake and Exit Forms (Schedules G and H);
 - ii. a Monthly Activity Report (Schedule I);
 - iii. a Monthly Expenditure Report/invoice (Schedule J) signed by the agency signing authority stating that all expenses listed in the supplied invoice are in accordance with the criteria stated in this Schedule; and
 - iv. a general ledger to support the claim.
 - (c) The final payment will be made upon:
 - i. completion of the outcomes specified in Schedule "A",

- ii. a final report on the services and outcomes of the project (details to be specified by the Ministry),
- iii. receipt and approval of the final Monthly Payment Claim including a full accounting of the receipt and expenditure of the Financial Contribution.

The advance payment will be deducted from the final payment, or from earlier payments once the Service Provider has claimed in excess of 85% of the contract value.

Eligible Costs

9. Eligible Costs are the costs relating to the Services components listed in the Project Budget attached as Appendix 1 to Schedule B.

Eligible Costs are also subject to the following limitations:

- i. No Financial Contribution shall be payable to the Recipient for program costs incurred by the Recipient prior to the effective date, or after the end, of this Agreement.
- ii. Administrative Costs shall not exceed 12% of the expenditures.
Administrative costs include head office expenses that would include:
 - 1.all payroll and final preparation of files and claims
 - 2.provision of program oversight
 - 3.participation in the marketing strategy
 - 4.access to membership, board rooms and proprietary information
 - 5.financial oversight and legal executive oversight
 - 6.corporate facility and infrastructure
- iii. No contribution paid to any Participant or wages paid to any administrative staff who is a member of the immediate family of the Service Provider, or, if the Service Provider is a corporation or unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or unincorporated association, is eligible for reimbursement unless the Province is satisfied that the recruitment of the Participant or the hiring of the administrative staff was not the result of favouritism by reason of membership in the immediate family of the Service Provider or officer or director of the Service Provider, as the case may be.

"Immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law spouse), child (including child of common law spouse), step-child, ward, father-in-law, mother-in-law, or relative permanently residing with the Service Provider, officer or director, as the case may be.

Taxes

10. The Province will reimburse the Recipient for any applicable taxes pertaining to this Agreement, that are not otherwise reimbursed.

Repayment or Reduction

11. Any Financial Contribution provided by the Province under this Agreement, but not expended or incurred during the Term of the Agreement towards eligible expenses, will be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days after the end of the Agreement.
12. Any Refunds received by the Recipient shall be noted on Monthly Expenditure Reports and deducted from the amount payable in any given month. Any Refunds received by the Recipient after the end of the Agreement will be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days.
13. To respond to increases in training delivery and employer demand, the Recipient can transfer up to a maximum of 10% over the contract period, between the financial categories of equipment replacement and purchase, labour, and operating expenses. Such transfers can be made to increase, but not take from, the Projects category (Innovation Funds), and cannot be made retro-actively. The project administration recovery category should not change.

Such transfers between categories will not require a contract amendment, however, the transfers must be requested, via e-mail, to the Ministry for approval and tracking.

APPENDIX 1: Schedule B Phase 2/Contract Term 4 (Amendment #9)		
April 1, 2013 to March 31, 2014		
Projects		
Innovative Funds (IF) Program		575,735.00
Total Projects		575,735.00
Equipment Replacement & Purchases		
Computers		
Blackberries		
Office Equipment		1,500.00
Total Equipment Purchases		1,500.00
Labour		
Program Labour		1,840,707.64
Total Labour		1,840,707.64
Operating Expenses		
Executive Review Committee		-
Telephone		41,877.12
IT Support		15,000.00
Data Management Maintenance & Updates		3,000.00
Office Supplies		29,820.00
Office Lease		203,814.00
Printing & Form Reproduction		4,200.00
Travel		163,400.00
Staff Development & Training		9,100.00
Staff Recruiting		2,500.00
Website Maintenance		2,500.00
Communication & Marketing		9,000.00
Promotional Events		7,000.00
Regional Conferences		5,500.00
Total Operating Expenses		496,711.12
Subtotal		2,914,653.76
Administration		
BCCA Project Administration Recovery		349,758.45
Total Administration		349,758.45
Total Invoiced Expenditures	\$	3,264,412.21
Total Placements		555
Total cost per placement	\$	5,881.34



Ministry of

Financial Services
3rd Floor, 800 Johnson StreetMailing Address:
PO Box 9843 STN PROV GOVT
Victoria BC V8W 9T2

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is required. Complete Sections A, B, D and E if this is an initial contract. Complete Sections A, C, D and E if this is an amendment. Questions about the collection or use of information can be directed to Contracts, Policy and Review, at (250) 387-4589.

☐ New Contract or ☒ Amendment - contract has Increased / <Decreased> by: \$ Increase \$4,660,021 (leave blank if unchanged)

A. Branch Action

Branch/Division: Labour Market Programs Branch Sector Unit	Contract Manager: Shelley Gilmour	Telephone: (250) 356-9488
---	--------------------------------------	------------------------------

B. Initial Contract - General Service Agreement Attached (form can be found): http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc

Project description: **British Columbia Construction Association - Skilled Trades Employment Project:** This province-wide project works with unemployed individuals, as well as employed, low-skilled individuals to find well-paying jobs in construction-related trades. Services include assessment, training (including implementation of apprenticeships, placement and follow-up support to ensure success. The project began as a pilot in April 2009, and has consistently achieved program targets for placements.

Mandatory to Select One Procurement Process (X): Procurement and AIT Code descriptions

- | | | |
|--|---|--|
| <input type="checkbox"/> 100 = Open Competitive Process | <input type="checkbox"/> 200 = Direct Awards - Public Sector Organization | <input type="checkbox"/> 201 = Direct Awards - Sole Source |
| <input type="checkbox"/> 202 = Direct Awards - Emergency | <input type="checkbox"/> 203 = Direct Awards - Security, Order, etc. | <input type="checkbox"/> 204 = Direct Awards - Confidentiality |
| <input checked="" type="checkbox"/> 205 = Direct Awards - Notice of Intent | <input type="checkbox"/> 207 = Direct Award - Under \$25,000 | |
| <input type="checkbox"/> 208 = Direct Award - Financial Assistance - TUA | <input type="checkbox"/> 209 = Direct Award - Cost Sharing Agreement - TUA | |
| <input type="checkbox"/> 300 = Direct Invitation to Selected Vendors | <input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List | |
| <input type="checkbox"/> 401 = Competition from Vendors on Pre-Qualification Lists | <input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement | |
| <input type="checkbox"/> 600 = other purchase process (FSA) | | |

Mandatory to Select One AIT Exclusion (X) (descriptions can be found at): Procurement and AIT Code descriptions

- | | | |
|--|--|---|
| <input type="checkbox"/> 100 = Purchase subject to AIT | <input type="checkbox"/> 200 = Purchase below applicable AIT threshold | <input checked="" type="checkbox"/> 300 = Purchase exempt |
|--|--|---|

C. Amendment - Modification Agreement Attached (form at): http://icw.cd.gov.bc.ca/fas/fin_contracts/documents/modification_agreement.doc

Reason for amendment is (X): ☐ Change in deliverables ☒ Other (specify): Revised Schedule A - extended funding period and Schedule B - increased aggregate

D. Commitment (Once the amount of the contract or amendment has been entered to the account(s) indicated below, it should not be changed.)

Contractor name: (verified on BC Online Corporate Registry) British Columbia Construction Association (BCCA)	Company registration #: Society # S-0008722
---	--

Doing business as:
British Columbia Construction Association (BCCA)

Address: #401 - 555 Tyee Road, Victoria, BC

Phone: 250 475 1077

Fax: 250 475-1078

Postal code:
V9A 6X5

Commitment # (to be quoted on all invoices): Contract # CA90109004

Term of Agreement: From: April 8, 2009

To: December 31, 2014

Contract Price	\$	Responsibility Centre	Service Line	STOB	Project Number
Max. Fee:	\$	51973	20921	8001	5121224
Max. Expenses:	\$ 22,845,880.00				

E. Authorization

☐ (X) Contract Policy Requirements - Documented

Spending Authority:

F. Assistant Deputy Minister

Pre Approval for Direct Award - Sole Source

Service Contract (stob 60) \$25,000 or more:

Date:

Attach contract/amendment and return to Financial Services, 3rd Floor, 800 Johnson Street

**MODIFICATION AGREEMENT
(AMENDMENT #11)**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT IF THE PROVINCE OF BRITISH COLUMBIA, represented
by the Minister of Jobs, Tourism and Skills Training

(the "Province", "we", "us", or "our", as applicable)

AND

British Columbia Construction Association
#401-655 Tyee Road
Victoria, BC V9A 6X5

(the "Service Provider" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement identified as contact number CA90109004 and dated the 8th day of April, 2009. (the "Agreement")
- B. The parties subsequently modified the Agreement on: the 13th day of October, 2009; the 14th day of May, 2010; the 15th day of October 2010; the 1st day of November, 2010; the 27th day of October, 2011; the 18th of May, 2012; the 13th of March, 2013; the 26th of March 2013; the 23rd of January, 2014; and the 24th of January, 2014.
- C. The Parties have agreed to modify the Agreement as subsequently modified, on the terms and conditions set out herein.

AGREEMENT

The parties agree as follows:

- (1) That the attached Schedule A is added to the Agreement for the period April 1, 2014 to December 31, 2014. The Service Period will commence April 1, 2014 and end November 30, 2014. The Term end date is December 31, 2014 to allow sufficient time for the Service Provider to compile and submit a Final Report as outlined in paragraph A.11 of the Schedule A.
- (2) The revised Term of the Agreement is: April 15, 2009 to December 31, 2014. That the attached Schedule B is added to the Agreement for the period April 1, 2014 to November 30, 2014. The contract value is increased by \$4,660,021 for a total revised aggregate value of \$22,845,880.

W

- (3) That Section 13, Termination, be revised to add the following paragraph 13.03:


13.03 The Province may also, at its sole option, terminate this Agreement without cause upon 30 days written notice to the Service Provider. The payment of the amount required under paragraph 13.02 of this Agreement will discharge the Province of all liability to the Service Provider under this Agreement.


- (4) In all other respects, the Agreement is confirmed.

Regardless of the date of execution or delivery of this Modification Agreement (Amendment #11), this Modification Agreement (Amendment #11) is effective as of March 31, 2014.

SIGNED AND DELIVERED on the ____ day
of _____, _____ on behalf of
Province by its authorized representative:
signatory

SIGNED AND DELIVERED on the 4 day
of April, 2014 by or on the
behalf of the Service Provider (or by its authorized
or signatories if the Contractor is a
corporation)

Signature: 

Signature: 

Print name: D. Scott MacInnes

Print name: Marley McLachlan



SCHEDULE A
STEP (Skilled Trades Employment Program)

For the Period: April 1, 2014 to November 30, 2014

A1. SERVICE PERIOD

Notwithstanding the date of execution and delivery of this Agreement, Services will commence on **April 1, 2014 and end November 30, 2014**. The Term end date is December 31, 2014 to allow sufficient time for the Service Provider to compile and submit a Final Report as outlined in paragraph A.11.

A2. PURPOSE

The purpose of the STEP Program (the Program) is to strengthen and grow BC's construction sector by enhancing opportunities for eligible unemployed persons and low skilled workers to gain employment and advancement in construction related careers.

The goal of the Program is to engage Participants in a process that will result in: an assessment of personal suitability for a career in the construction sector; identification of and completion of training and/or skills upgrading programs leading to acquisition of relevant credentials required by employers; and ultimately, placement and transition into ongoing employment in construction related jobs.

The Services in Schedule A are meant to strengthen and grow BC's construction sector by:

- a) Supporting 1,333 British Columbians in developing and upgrading employment related skills; and, arranging for their transition and/or placement into immediate job openings in the construction sector.
- b) Supporting employers by connecting job-ready unemployed individuals into immediate job openings in the construction sector.
- c) Enhancing the labour market information knowledge for BC construction businesses and education/training institutions through communication of information gathered through the administration of the Program.

A3. POINTS OF ACCESS:

The Program will be available throughout the Province of British Columbia with specific points of access as follows.

- Vancouver
- Abbotsford

- Victoria
- Nanaimo
- Prince George
- Prince Rupert
- Fort St. John
- Terrace
- Kitimat
- Dawson Creek
- Penticton
- Nelson
- Kelowna
- Kamloops

A4. DEFINITIONS

In the Schedules:

- a) A **"Participant"** means an individual who meets the Participant Eligibility Criteria described in Section A8 below and whose application to participate in the STEP program is approved by the Service Provider in consultation with the participating Ministries funding the program (Ministry of Jobs, Tourism and Skills Training and Ministry of Social Development and Social Innovation).
- b) **"Participant Case File"** means all information submitted by a Participant to the Service Provider, whether oral, written or electronic, including on any forms used in the Service Provider's provision of the services, and includes any Personal Information about that Participant contained therein.
- c) **"Participant Action Plan"** means a written schedule of goals and activities, customized for each Participant, showing how and when a Participant will gain skills, training and credentials leading to employment and/or career advancement upon completion of the Program.
- d) **"Personal Information"** means recorded information about an identifiable individual, as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia) (**"FOIPPA"**);
- e) **"Construction Jobs"** are directly related to B.C.'s construction industry and defined as:
 - i. Primary: Entry level or skilled construction jobs including carpenters helper, electrical helper, labourers, pipe layers and others that work directly on the construction site.
 - ii. Secondary: Jobs that work directly for a construction company or its immediate subcontractor and required to work on the construction site

to complete other business/construction functions such as security guards, camp cooks, bookkeepers, flaggers, etc.

- f) An **'Employer'** is defined as a business that hires people for jobs within scope of A4(e) and:
- i. is a legal entity that controls and directs a worker under an express or implied contract of employment and pays (or is obligated to pay) him/her salary or wages in compensation;
 - ii. is appropriately registered and/or licensed to operate within British Columbia;
 - iii. is registered and in good standing with the Workers' Compensation Board of British Columbia.
- g) **"Partners"** means delivery agents sub-contracted by the Service Provider who are qualified to provide relevant training or certification or perform specialized literacy assessments and/or utilize specialized assessment tools.
- h) **"Service Period"** means the period April 1, 2014 to November 30, 2014. No services, other than preparing and submitting a Final Report will be delivered for the period December 1, 2014 to December 31, 2014.
- i) **"Trade Employment Specialists"** or **"TES"** means trades people with experience in the construction industry who will be trained and qualified for the role of assessing Participant suitability and skills, finding employment opportunities, matching Participants with employment opportunities, and fostering a Participant's transition to employment and/or career advancement through training, apprenticeship, and satisfactory working conditions.
- j) **"Job Placement"** means arranging for a Participant to be formally hired by an employer upon completion of the Program into a new and/or vacant position with an employer with whom the Participant has not previously worked with in the 6 months prior to enrolment in the Program.
- k) **"Program Completion"** means a Participant who fully participates in and substantially completes all activities identified in their Action Plan over the duration of their term of enrolment in the Program. A participant who leaves the Program before substantially completing 80% of the activities identified in their Action Plan is deemed to have "left early" and not completed the Program. A Participant who substantially completes their Action Plan but is not placed into a job is deemed to have completed the Program but cannot be counted as a job placement.
- l) **"JTST"** means Ministry of Jobs, Tourism and Skills Training

m) "MSDSI" means Ministry of Social Development and Social Innovation

A5. DELIVERABLES

A5.1 The Service Provider will deliver the following services:

- a) Design, manage and operate regional service delivery and provide outreach services as outlined in A3, including the direct provision of training and services to Participants and Employers outside of the identified locations where need is demonstrated and the budget allows.
- b) Promote the program to potential Employers, potential Participants and potential industry or community partners through a communication plan which includes activities such as:
 - i. direct person-to-person contact;
 - ii. requesting referrals from other Employers and/or existing industry networks or non-governmental organizations;
 - iii. targeted advertising via print, direct mail, broadcast;
 - iv. distributing marketing materials (e.g. brochures, newsletters, flyers and/or posters);
 - v. promoting the program through community projects, job fairs, tradeshows, conferences and school presentations;
 - vi. publicizing the program in newsletters and trade journals; and
 - vii. implementing media relations campaigns (including but not limited to taking Ministry representatives, media, and other persons on work site tours).
- c) Inform the Province in advance of any advertisements or media relations opportunities and cooperate with the Province in making any public and/or media announcements regarding the program and the details of this Schedule.
- d) Engage the services of Trades Employment Specialists to screen and assess potential Participants to identify if Participants:
 - i. are suitable for the program and for immediate employment in the construction sector based on criteria defined by the Service Provider.
 - ii. meet eligibility criteria under either the Canada Job Fund Agreement (CJF) or Labour Market Development Agreement (LMDA), as defined in this Schedule under A8.

Where it is not clear if the client meets the eligibility criteria, the Service Provider will consult with the Ministry of Jobs, Tourism and Skills Training.

- e) Engage the services of Trades Employment Specialists to develop written action plans for each Participant enrolled in the program. The Participant action plan is developed

based on assessed client needs, not solely on eligibility for available financial supports.

The action plan identifies:

- i. relevant certificates currently held by the Participant;
 - ii. relevant skills and experience;
 - iii. potential match(es) in the construction trades, and with area employers;
 - iv. related issues such as transportation, re-location, family commitments, expectations of the workplace;
 - v. wage and position expectations;
 - vi. training/employability tickets that are required for the position;
 - vii. supports required such as clothing, safety items, tools and equipment required to perform the job on the work-site. These supports should not replace what an Employer would generally be expected to provide to an employee;
 - viii. other supports needed to enable Participants to get to/from the worksite for the first two weeks of employment prior to receipt of their first pay check. (for example, mileage, fuel, bus passes or short-term accommodations).
- f) Recommend and provide funding to support formal assessments and/or training for Participants (based on the Participant action plans), through Partners, including:
- i. training and/or certification – develop or coordinate delivery of workshops or training that is required through legislation, or by an employer, for employment in specific jobs. For example, safety training, first aid, flag person training, upgrading etc.
 - ii. For LMDA funded Participants:
 - a. the pre-employment training time should not exceed more than 60 hours, except in instances where the Service Provider deems appropriate based on the and skill level of the Participant and identify as needed to sustain employment.
 - b. where possible, pre-employment training will be limited to less than 10 hours a week.
- g) Provide pre-employment supports for Participants (based on the Participant action plans) including:
- i. clothing and safety items – identify and coordinate purchase of items required to perform the job on the work-site. Such items may include warm and reflective jackets, boots, gloves, etc.
 - ii. tools and equipment – identify and coordinate purchase of items required to perform the job on the work-site such as tool belts, hammers, etc.
 - iii. other supports – mileage, fuel, bus passes for first two weeks of employment to and from the worksite until first pay received, or longer in exceptional pre-approved instances. For LMDA Participants, financial

supports must not exceed maximum allowances under LMDA policy as amended from time to time by the Province.

- h) Engage the services of Trades Employment Specialists to develop Employer action plans:
 - i. identify job vacancy needs with construction Employers;
 - ii. approach/recruit Employers for job placements for STEP Participants;
 - iii. for each Participant the Employer hires:
 - i. Develop a plan which clearly articulates:
 - a. terms of employment (Minimum of 30 hours/week for up to, or beyond, 24 weeks, start date, wage, etc.), and
 - b. training plan/supports to be provided to the Participant by the Employer and/or Service Provider.
- i) Match Participants into vacant jobs with Employers (Job Placement).
- j) Provide post-employment supports to facilitate and support a job placement which may include:
 - i. supports needed to enable Participants to get to and from the worksite for the first two weeks of employment prior to receipt of their first pay check. (for example, fuel, bus passes or short-term accommodations).
 - ii. wage subsidies are not an eligible support under this Agreement.
- k) Monitor job placement outcomes:
 - i. ensure a good fit exists between Participant and Employer by following up with the Participant (minimum via telephone, in-person wherever time permits) at eight weeks of employment and three months of employment* after the date of placement with the Employer.

*Three months of employment follow up is required only for LMDA funded Participants. Three month follow-up with CJF funded Participants will be completed through a third party survey/evaluation process administered by the Province.

A6. THE PROVINCE'S OBLIGATIONS

- a) The Province will support the Service Provider by providing funding as per the Schedule B attached.
- b) The Province will NOT provide:
 - o participant nor business referrals or
 - o operational advice.

A7. OUTCOMES

The Service Provider will make its best efforts to serve **1,333 Participants (533 LMDA Clients and 800 CJF Clients)** and place them into vacant jobs that provide a minimum of 30 hours employment per week for up to, or beyond, 24 weeks (6 months).

A8. ELIGIBILITY DETERMINATION

Prior to accepting an individual into the program, the Service Provider will determine whether or not the individual qualifies as LMDA or CJF eligible as defined below. The Province will provide tools to assist the Service Provider in determining LMDA or CJF eligibility.

The Service Provider is required to advise applicants in receipt of BC Employment Assistance to contact their Ministry of Social Development and Social Innovation case worker.

The Service Provider is requested to refer non-suitable or non-eligible clients to their local WorkBC centre for information about other programs available and the required eligibility.

Labour Market Development Agreement (LMDA) Eligible

Eligibility requirements for an LMDA eligible client will be established, and confirmed by, the Ministry of Social Development and Social Innovation, based on the definition of "insured participant" under Section 58 of the *Employment Insurance Act*.

LMDA Participants must have been confirmed as unemployed by MSDSI, (or meet allowable exceptions to eligibility criteria prescribed by the Province), over 16 years of age and be legally eligible to work in British Columbia and are eligible to collect EI benefits or have had an EI claim in the past 3 years.

Canada-BC Job Fund Agreement (CJF) Eligible

CJF Eligible "Participants" are defined as:

- (a) an unemployed individual who is determined to be a non- EI Client;

An "unemployed, individual" is defined as an individual who is not self-employed or working full-time or part time. A "non-EI client" is an individual:

- i. who is not eligible for assistance under labour market programs provided by the Canada Employment Insurance Commission under Part II of the *Employment Insurance Act*, or
- ii. who is not eligible for assistance under any similar labour market programs provided by British Columbia which are funded by the Canada Employment

Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 63) of the *Employment Insurance Act*.

iii. more specifically, a non-EI client is an individual who:

- a. has not established a regular EI claim in the last three years; and,
- b. has not established a maternity or parental claim in the past five years.

(b) an employed individual who is low skilled, in particular employed individuals who do not have a high school diploma or a recognized certification or who has low levels of literacy and Essential Skills.

"Essential Skills" means the nine essential skills identified by Human Resources and Social Development Canada: reading text, document use, numeracy, writing, oral communication, working with others, thinking skills, computer use and continuous learning.

In addition, an eligible CJF Participant must:

- be legally entitled to work in Canada;
- be living in BC;
- not be a full-time post-secondary student;
- not be a high school student; and,
- not be participating in another Canada-British Columbia Job Fund Agreement or Canada-British Columbia Labour Market Development Agreement-funded program.

On an exceptional basis, potential Participants who do not strictly meet CJF eligibility criteria as described above, but who would otherwise benefit from participation in the program may be approved by JTST on a case by case basis. In such cases the Service Provider will provide JTST with a written request and rationale for enrolment of an ineligible CJF Participant. JTST will provide a written response advising of the approval (or not) of the individual's enrolment in the Program.

A9. ACCESS AND AUTHORIZATION FOR LMDA CLIENT SUPPORTS

Participants who meet LMDA eligibility can participate in the Program, if assessed by Ministry of Social Development and Social Innovation as needing this level of service, and access supports identified as needed in the Participant action plan.

A10. ADDITIONAL LMDA CLIENT REQUIREMENTS

The following requirements are applicable to LMDA eligible Participants in order for them to participate in pre-employment training that is greater than 10 hours in one week.

- i. Collect information from the potential Participant, as may be directed by the Province, necessary for a decision to be made whether to provide the potential Participant with a referral to a course or program of instruction or training or other employment activity for the purpose of section 25 of the *Employment Insurance Act* (Canada);
- ii. Obtain, in a form to be determined by and as may be directed by the Province, an application from the potential Participant for a referral for the purpose of section 25 of the *Employment Insurance Act* (Canada);
- iii. Provide the information described in (i) and the application described in (ii) to the Province for a determination to be made by the Province whether to provide the potential Participant with a referral for the purpose of section 25 of the *Employment Insurance Act* (Canada);
- iv. Communicate to the potential Participant any determination made by the Province respecting the potential Participant's referral for the purpose of section 25 of the *Employment Insurance Act* (Canada) and for any potential Participant who obtains a referral for the purpose of section 25 of the *Employment Insurance Act* (Canada), inform him or her, as may be directed by the Province, of his or her obligations related to that referral and the implications of a failure to attend his or her course or program of instruction or training or other employment activity;
- v. Monitor the potential Participant's attendance at his or her course or program of instruction or training or other employment activity, collect information about the potential Participant's attendance, as may be directed by the Province and provide that information to the Province as directed by the Province.

A11. REPORTING

In a format prescribed by the Province, the Service Provider will report the following data to JTST to meet accountability and reporting requirements:

- a) copies of all Participant intake and exit forms
- b) participant job placement forms
- c) monthly activity reports which will include the following:
 - i. the number of applications approved during the monthly reporting period (intake forms),
 - ii. the number of Participants who complete the program
 - iii. the number of Participants who are placed into jobs (Job Placements) during the monthly reporting period by region and by job/position,
 - iv. average wage rate of Participants placed in the reporting period,
 - v. the number of income assistance (IA) clients served,
 - vi. the number of Participants who completed/exited the program during the monthly reporting period (exit forms).
 - vii. reference to any intake/exit forms that were not included in package.

Upon completion of the Services on November 31, 2014, a final report (the "Final Report") will be submitted on or before, December 31, 2014, in substantially the same format and with the same categories as the monthly activity reports. The Final Report will also include details to describe the achievement of the objectives inclusive of both CJF and LMDA funded Participants.

- i. average wage rate of Participants that were placed,
- ii. types of jobs Participants were placed in,
- iii. number of Participants still employed after 3 months,
- iv. types of pre-and-post supports provided,
- v. best practices/success stories and lessons learned.

A12. CONTRACT MANAGEMENT

The Province has identified the following governance model with the goal to resolve all contract management and performance issues as early as possible. On a monthly basis, or as otherwise required, representatives of the Province and the Service Provider will meet via face to face or by teleconference to identify and resolve issues as they arise and at the lowest levels, using a collaborative approach. Where issues occur and cannot be resolved pursuant to the above, such issues will be escalated to senior management representatives for the Province and the Service Provider for further discussion and resolution.

Ministry Representative:

Leila Hazemi, Director Sector Programs, JTST

Service Provider Representative:

Abigail Fulton, Vice President, British Columbia Construction Association



SCHEDULE B

FINANCIAL CONTRIBUTION – STEP Program

For the Period: April 1, 2014 to November 30, 2014

1. The Province will provide a Financial Contribution to the Service Provider up to the amount of **\$4,660,021** in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Service Provider for the provision of the Services as defined in Schedule A. Payments will be made as follows:
 - (a) an advance within 30 days of the start date of this Amendment of **\$1,165,005** which is equivalent to 25% of the Project budget, attached as Appendix 1 to Schedule B.
 - (b) monthly payments based on actual expenditures reported within 30 days of receipt and approval by the Province of a completed monthly payment claim form, which includes:
 - i. a monthly expenditure report/invoice split by funding source (LMDA and CJF) signed by the agency signing authority stating that all expenses listed in the supplied invoice are in accordance with the criteria stated in this Schedule;
 - ii. a general ledger to support the claim
 - iii. Participant Intake and Exit Forms (Schedules G and H);
 - iv. A completed and signed Monthly Activity Report (Schedule I)
 - (c) the advance payment will be deducted against subsequent monthly invoices.
 - (d) the final payment will be made upon:
 - i. completion of the outcomes specified in Schedule A
 - ii. a final report on the services and outcomes of the project (details to be specified by the Ministry),
 - iii. receipt and approval of the final monthly payment claim including a full accounting of the receipt and expenditure of the Financial Contribution.

The Province will hold back up to 10% (\$466,002) of the contract value until receipt and approval of the Final Report, due on or before December 31, 2014.

Eligible Costs

2. Eligible Costs are the actual costs relating to the service components listed in the Project Budget attached as Appendix 1 to Schedule B.

Eligible Costs are also subject to the following limitations:

- i. No Financial Contribution shall be payable to the Service Provider for program costs incurred by the Service Provider prior to the effective date, or after the end of the Service Period (November 30, 2014), of this Agreement.
- ii. Administrative Fees shall not exceed 12% of the expenditures. Administrative Fees costs include the appropriate portion of such oversight expenses and may include:
 - For administrative site and may include:
 - Senior Leadership wages
 - Utilities
 - Office equipment rental/operating leasing costs
 - Third party liability costs (where applicable)
 - Insurance (fire, theft)
 - Licenses as required by Municipal, Provincial or Federal regulations or Acts
 - Bookkeeping and bank charges
 - Office supplies
 - Photocopying
 - Postage, mailing and handling costs
 - Telephone and fax line(s)
 - Long-distance telephone and fax charges
 - Criminal Records Check for staff
 - Worker's Compensation Board costs
 - Regular audit costs for day to day business
 - Reception services or other shared resources
 - Other costs not covered elsewhere in the budget, as negotiated with the Province
- iii. No contribution paid to any Participant or wages paid to any administrative staff who is a member of the immediate family of the Service Provider, or, if the Service Provider is a corporation or unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or unincorporated association, is eligible for reimbursement unless the Province is satisfied that the recruitment of the Participant or the hiring of the administrative staff was not the result of favouritism by reason of membership in the immediate family of the Service Provider or officer or director of the Service Provider, as the case may be.

"Immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law spouse), child (including child of common law spouse), step-child, ward, father-in-law, mother-in-law, or relative permanently residing with the Service Provider, officer or director, as the case may be.

Pre-employment and post-employment support costs for either CJF or LMDA Participants must meet the respective legislative and policy requirements of the Province in order to be considered for reimbursement.

All services provided to LMDA Participants must be funded proportionate to the funding breakdown detailed in Appendix 1 to Schedule B, and should not duplicate any services available through the CJF Agreement or other alternative programming for which the Participant may be eligible.

Repayment or Reduction

3. Any Financial Contribution provided by the Province under this Agreement, but not expended or incurred during the Term of the Agreement towards eligible expenses, will be returned by the Service Provider to the Province by cheque payable to the Minister of Finance within 30 days after the end of the Agreement.
4. Any Refunds received by the Service Provider shall be noted on Monthly Expenditure Reports and deducted from the amount payable in any given month. Any Refunds received by the Service Provider after the end of the Agreement will be returned by the Service Provider to the Province by cheque payable to the Minister of Finance within 30 days.
5. Unless the Province has given its prior written approval to an adjustment between the budget categories identified in the attached budget, the amount payable by the Province with respect to the budget categories will not exceed the amounts specified in the budget categories.
6. To respond to increases in training delivery and employer demand, with the approval of the Province, the Service Provider can transfer up to a maximum of 10% over the contract period between the financial categories. Such transfers between categories will not require a contract amendment, however, the transfers must be requested, via e-mail, to the Ministry for approval and tracking. The budget for the Administrative Fee shall remain fixed at 12% of expenditures.

Appendix 1 to Schedule B: Project Budget

STEP Services	LDMA 533 Participants	CJF* 800 Participants	TOTAL 1,333 Participants**
Participant Training and Supports	\$664,651	\$997,600	\$1,662,251
Operating Expenditures	\$698,482	\$1,800,000	\$2,498,482
SUBTOTAL	\$1,363,133	\$2,797,600	
Administration Fee @12%	\$163,576	\$335,712	\$499,288
TOTAL	\$1,526,709	\$3,133,312	\$4,660,021

* NOTE: Support for Participants who are ineligible CJF clients but approved by JTST for enrolment in the Program as per section A8 of Schedule A shall be administered under the CJF portion of the Program budget in accordance with CJF reporting and financial protocols.

**NOTE: The Service Provider will notify the Province, in writing, should they be able to serve more than 1,333 Participants within the total budget.



Ministry of Jobs, Tourism
and Skills Training

Return to:
Financial Services
3rd Floor, 800 Johnson Street

Mailing Address:
PO Box 9843 STN Prov Govt
Victoria BC V8W 9T2

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is requested. Section B, is only required for initial contracts, and section C is only required for amendments.
Questions about this form can be directed to Contracts, Policy and Review, at (250) 356-9017.

☐ New Contract or ☒ Amendment - contract has increased / <Decreased> by: \$ 1,062,774.00 (leave blank if unchanged) FY15/16

A. Branch Action

Branch/Division: Employment Services and Supports Programs	Contract Manager: Val Dickson	Telephone: 250 378-7539
---	----------------------------------	----------------------------

B. Initial Contracts only

Project description: Skilled Trades Employment Project

Mandatory to Select One Procurement Process (X): Procurement and AIT Code descriptions

<input type="checkbox"/> 100 = Open Competitive Process	<input type="checkbox"/> 200 = Direct Awards – Public Sector Organization	<input type="checkbox"/> 201 = Direct Awards – Sole Source
<input type="checkbox"/> 202 = Direct Awards – Emergency	<input type="checkbox"/> 203 = Direct Awards – Security, Order, etc.	<input type="checkbox"/> 204 = Direct Awards – Confidentiality
<input checked="" type="checkbox"/> 205 = Direct Awards – Notice of Intent	<input type="checkbox"/> 207 = Direct Award – Under \$25,000	
<input type="checkbox"/> 208 = Direct Award – Financial Assistance - SCA	<input type="checkbox"/> 209 = Direct Award – Cost Sharing Agreement – SCA	
<input type="checkbox"/> 300 = Direct Invitation to Selected Vendors	<input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List	
<input type="checkbox"/> 401 = Competition from Vendors on Pre-Qualification Lists	<input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement	
<input type="checkbox"/> 600 = other purchase process (FSA)		

Mandatory to Select One AIT Exclusion (X): Procurement and AIT Code descriptions

<input type="checkbox"/> 100 = Purchase subject to AIT	<input type="checkbox"/> 200 = Purchase below applicable AIT threshold	<input checked="" type="checkbox"/> 300 = Purchase exempt commodity/service
--	--	---

C. Amendments only

Reason for amendment is (X): ☐ Change in deliverables ☒ Other (specify): Revised Schedule A – extended funding period and Schedule B – increased aggregate

D. Commitment

Contractor <u>legal</u> name: (verified on BC Online Corporate Registry) British Columbia Construction Association (BCCA)		Company registration #: Society # - S-0008722			
Doing business as:					
Address: #401 – 655 Tyee Road, Victoria BC		Postal code: V9A 6X5			
Phone: 250475-1077		Fax: 250 475-1078			
Contract #: CA90109004					
Term of Agreement: From: April 8, 2009		To: June 30, 2015			
Contract Price: \$ 23,908,654.00 /	Client #	Responsibility Centre	Service Line	STOB (*)	Project Number
FY15/16 \$ 517,037.00	125	51651	20921	8001	5121224
FY15/16 \$ 254,660.00	125	51651	11855	8001	511LMDA

E. Expense Authority

<input type="checkbox"/> Contract Policy Requirements Documented	ADM to pre-approve all contracts	Ministry Chief Information Officer Pre-Approval for IT Contracts (STOB 63)
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For STOB 80 contracts you must also complete a "Government Transfers Review" form

**MODIFICATION AGREEMENT
(AMENDMENT #12)**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT IF THE PROVINCE OF BRITISH COLUMBIA, represented
by the Minister of Jobs, Tourism and Skills Training

(the "Province", "we", "us", or "our", as applicable)

AND

British Columbia Construction Association
#401-655 Tyee Road
Victoria, BC V9A 6X5

(the "Service Provider" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement identified as contact number CA90109004 and dated the 8th day of April, 2009. (the "Agreement")
- B. The parties subsequently modified the Agreement on: the 13th day of October, 2009; the 14th day of May, 2010; the 15th day of October 2010; the 1st day of November, 2010; the 27th day of October, 2011; the 18th of May, 2012; the 13th of March, 2013; the 26th of March 2013; the 23rd of January, 2014; the 24th of January, 2014; and the 31st of March 2014.
- C. The Parties have agreed to modify the Agreement as subsequently modified, on the terms and conditions set out herein.

AGREEMENT

The parties agree as follows:

- (1) That the attached Schedule A-2 is added to the Agreement for the period November 1, 2014 to June 30, 2015. The Service Period will commence November 1, 2014 and end May 31, 2015. The Term end date is June 30, 2015 to allow sufficient time for the Service Provider to compile and submit a Final Report as outlined in paragraph A.11 of the Schedule A-2.
- (2) The revised Term of the Agreement is: April 15, 2009 to June 30, 2015. That the attached Schedule B-2 is added to the Agreement for the period November 1, 2014 to May 31, 2015. The contract value is increased by \$1,062,774 for a total revised aggregate value of \$23,908,654.

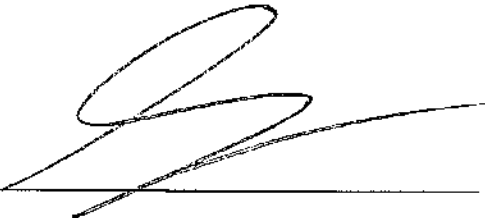
(3) That Section 13, Termination, be revised to add the following paragraph 13.03:

13.03 The Province may also, at its sole option, terminate this Agreement without cause upon 30 days written notice to the Service Provider. The payment of the amount required under paragraph 13.02 of this Agreement will discharge the Province of all liability to the Service Provider under this Agreement.

(4) In all other respects, the Agreement is confirmed.

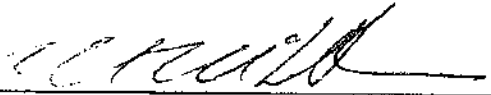
Regardless of the date of execution or delivery of this Modification Agreement (Amendment #12), this Modification Agreement (Amendment #12) is effective as of November 1, 2014.

SIGNED AND DELIVERED on the ____ day
of _____, _____ on behalf of
Province by its authorized representative:
signatory

Signature: 

Print name: Suzanne Ferguson

SIGNED AND DELIVERED on the 8th day
of December, 2014 by or on the
behalf of the Service Provider (or by its authorized
or signatories if the Contractor is a
corporation)

Signature: 

Print name: Mawley McEachern

SCHEDULE A-2
STEP (Skilled Trades Employment Program)

For the Period: November 1, 2014 to May 31 2014

A1. SERVICE PERIOD

Notwithstanding the date of execution and delivery of this Agreement, Services will commence November 1, 2014 and end May 31, 2015. The Term end date is June 30, 2015 to allow sufficient time for the Service Provider to compile and submit a Final Report as outlined in paragraph A.11.

A2. PURPOSE

The purpose of the STEP Program (the Program) is to strengthen and grow BC's construction sector by enhancing opportunities for eligible unemployed persons and low skilled workers to gain employment and advancement in construction related careers.

The goal of the Program is to engage Participants in a process that will result in: an assessment of personal suitability for a career in the construction sector; identification of and completion of training and/or skills upgrading programs leading to acquisition of relevant credentials required by employers; and ultimately, placement and transition into ongoing employment in construction related jobs.

The Services in Schedule A-2 are meant to strengthen and grow BC's construction sector by:

- a) Supporting 560 British Columbians in developing and upgrading employment related skills; and, arranging for their transition and/or placement into immediate job openings in the construction sector.
- b) Supporting employers by connecting job-ready unemployed individuals into immediate job openings in the construction sector.
- c) Enhancing the labour market information knowledge for BC construction businesses and education/training institutions through communication of information gathered through the administration of the Program.

A3. POINTS OF ACCESS:

The Program will be available throughout the Province of British Columbia with specific points of access as follows.

- Vancouver
- Abbotsford
- Victoria
- Nanaimo
- Prince George
- Prince Rupert
- Fort St. John
- Terrace
- Kitimat
- Dawson Creek
- Penticton
- Nelson
- Kelowna

- Kamloops

A4. DEFINITIONS

In the Schedules:

- a) A **"Participant"** means an individual who meets the Participant Eligibility Criteria described in Section A8 below and whose application to participate in the STEP program is approved by the Service Provider in consultation with the participating Ministries funding the program (Ministry of Jobs, Tourism and Skills Training and Ministry of Social Development and Social Innovation).
- b) **"Participant Case File"** means all information submitted by a Participant to the Service Provider, whether oral, written or electronic, including on any forms used in the Service Provider's provision of the services, and includes any Personal Information about that Participant contained therein.
- c) **"Participant Action Plan"** means a written schedule of goals and activities, customized for each Participant, showing how and when a Participant will gain skills, training and credentials leading to employment and/or career advancement upon completion of the Program.
- d) **"Personal Information"** means recorded information about an identifiable individual, as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia) (**"FOIPPA"**);
- e) **"Construction Jobs"** are directly related to B.C.'s construction industry and defined as:
 - i. Primary: Entry level or skilled construction jobs including carpenters helper, electrical helper, labourers, pipe layers and others that work directly on the construction site.
 - ii. Secondary: Jobs that work directly for a construction company or its immediate subcontractor and required to work on the construction site to complete other business/construction functions such as security guards, camp cooks, bookkeepers, flaggers, etc.
- f) An **"Employer"** is defined as a business that hires people for jobs within scope of A4(e) and:
 - i. is a legal entity that controls and directs a worker under an express or implied contract of employment and pays (or is obligated to pay) him/her salary or wages in compensation;
 - ii. is appropriately registered and/or licensed to operate within British Columbia;
 - iii. is registered and in good standing with the Workers' Compensation Board of British Columbia.
- g) **"Partners"** means delivery agents sub-contracted by the Service Provider who are qualified to provide relevant training or certification or perform specialized literacy assessments and/or utilize specialized assessment tools.
- h) **"Service Period"** means the period November 1, 2014 to May 31, 2015. No services, other than preparing and submitting a Final Report will be delivered for the period June 1, 2015 to June 30, 2015.
- i) **"Trade Employment Specialists"** or **"TES"** means trades people with experience in the construction industry who will be trained and qualified for the role of assessing Participant suitability and skills, finding employment opportunities, matching Participants with employment opportunities, and fostering a Participant's transition to employment and/or career advancement through training, apprenticeship, and satisfactory working conditions.
- j) **"Job Placement"** means arranging for a Participant to be formally hired by an employer upon completion of the Program into a new and/or vacant position with an employer with whom the Participant has not previously worked with in the 6 months prior to enrolment in the Program.

- k) **"Program Completion"** means a Participant who fully participates in and substantially completes all activities identified in their Action Plan over the duration of their term of enrolment in the Program. A participant who leaves the Program before substantially completing 80% of the activities identified in their Action Plan is deemed to have "left early" and not completed the Program. A Participant who substantially completes their Action Plan but is not placed into a job is deemed to have completed the Program but cannot be counted as a job placement.
- l) **"JTST"** means Ministry of Jobs, Tourism and Skills Training
- m) **"MSDSI"** means Ministry of Social Development and Social Innovation

A5. DELIVERABLES

A5.1 The Service Provider will deliver the following services:

- a) Design, manage and operate regional service delivery and provide outreach services as outlined in A3, including the direct provision of training and services to Participants and Employers outside of the identified locations where need is demonstrated and the budget allows.
- b) Promote the program to potential Employers, potential Participants and potential industry or community partners through a communication plan which includes activities such as:
 - i. direct person-to-person contact;
 - ii. requesting referrals from other Employers and/or existing industry networks or non-governmental organizations;
 - iii. targeted advertising via print, direct mail, broadcast;
 - iv. distributing marketing materials (e.g. brochures, newsletters, flyers and/or posters);
 - v. promoting the program through community projects, job fairs, tradeshow, conferences and school presentations;
 - vi. publicizing the program in newsletters and trade journals; and
 - vii. implementing media relations campaigns (including but not limited to taking Ministry representatives, media, and other persons on work site tours).
- c) Inform the Province in advance of any advertisements or media relations opportunities and cooperate with the Province in making any public and/or media announcements regarding the program and the details of this Schedule.
- d) Engage the services of Trades Employment Specialists to screen and assess potential Participants to identify if Participants:
 - i. are suitable for the program and for immediate employment in the construction sector based on criteria defined by the Service Provider.
 - ii. meet eligibility criteria under either the Canada Job Fund Agreement (CJF) or Labour Market Development Agreement (LMDA), as defined in this Schedule under A8.

Where it is not clear if the client meets the eligibility criteria, the Service Provider will consult with the Ministry of Jobs, Tourism and Skills Training.

- e) Engage the services of Trades Employment Specialists to develop written action plans for each Participant enrolled in the program. The Participant action plan is developed based on assessed client needs, not solely on eligibility for available financial supports. The action plan identifies:
 - i. relevant certificates currently held by the Participant;

- ii. relevant skills and experience;
 - iii. potential match(es) in the construction trades, and with area employers;
 - iv. related issues such as transportation, re-location, family commitments, expectations of the workplace;
 - v. wage and position expectations;
 - vi. training/employability tickets that are required for the position;
 - vii. supports required such as clothing, safety items, tools and equipment required to perform the job on the work-site. These supports should not replace what an Employer would generally be expected to provide to an employee;
 - viii. other supports needed to enable Participants to get to/from the worksite for the first two weeks of employment prior to receipt of their first pay check. (for example, mileage, fuel, bus passes or short-term accommodations).
- f) Recommend and provide funding to support formal assessments and/or training for Participants (based on the Participant action plans), through Partners, including:
 - i. training and/or certification – develop or coordinate delivery of workshops or training that is required through legislation, or by an employer, for employment in specific jobs. For example, safety training, first aid, flag person training, upgrading etc.
 - ii. For LMDA funded Participants:
 - a. the pre-employment training time should not exceed more than 60 hours, except in instances where the Service Provider deems appropriate based on the and skill level of the Participant and identify as needed to sustain employment.
 - b. where possible, pre-employment training will be limited to less than 10 hours a week.
- g) Provide pre-employment supports for Participants (based on the Participant action plans) including:
 - i. clothing and safety items – identify and coordinate purchase of items required to perform the job on the work-site. Such items may include warm and reflective jackets, boots, gloves, etc.
 - ii. tools and equipment – identify and coordinate purchase of items required to perform the job on the work-site such as tool belts, hammers, etc.
 - iii. other supports – mileage, fuel, bus passes for first two weeks of employment to and from the worksite until first pay received, or longer in exceptional pre-approved instances. For LMDA Participants, financial supports must not exceed maximum allowances under LMDA policy as amended from time to time by the Province.
- h) Engage the services of Trades Employment Specialists to develop Employer action plans:
 - i. identify job vacancy needs with construction Employers;
 - ii. approach/recruit Employers for job placements for STEP Participants;
 - iii. for each Participant the Employer hires:
 - i. Develop a plan which clearly articulates:
 - a. terms of employment (Minimum of 30 hours/week for up to, or beyond, 24 weeks, start date, wage, etc.), and
 - b. training plan/supports to be provided to the Participant by the Employer and/or Service Provider.
- i) Match Participants into vacant jobs with Employers (Job Placement).
- j) Provide post-employment supports to facilitate and support a job placement which may include:
 - i. supports needed to enable Participants to get to and from the worksite for the first two weeks of employment prior to receipt of their first pay check. (for example, fuel, bus passes or short-term accommodations).
 - ii. wage subsidies are not an eligible support under this Agreement.

k) Monitor job placement outcomes:

- i. ensure a good fit exists between Participant and Employer by following up with the Participant (minimum via telephone, in-person wherever time permits) at eight weeks of employment and three months of employment* after the date of placement with the Employer.

*Three months of employment follow up is required only for LMDA funded Participants. Three month follow-up with CJF funded Participants will be completed through a third party survey/evaluation process administered by the Province.

A6. THE PROVINCE'S OBLIGATIONS

- a) The Province will support the Service Provider by providing funding as per the Schedule B-2 attached.
- b) The Province will NOT provide:
 - o participant nor business referrals or
 - o operational advice.

A7. OUTCOMES

The Service Provider will make its best efforts to serve **560 Participants (400 Canada Job Fund Clients and 160 LMDA Clients)** and place them into vacant jobs that provide a minimum of 30 hours employment per week for up to, or beyond, 24 weeks (6 months).

A8. ELIGIBILITY DETERMINATION

Prior to accepting an individual into the program, the Service Provider will determine whether or not the individual qualifies as LMDA or CJF eligible as defined below. The Province will provide tools to assist the Service Provider in determining LMDA or CJF eligibility.

The Service Provider is required to advise applicants in receipt of BC Employment Assistance to contact their Ministry of Social Development and Social Innovation case worker.

The Service Provider is requested to refer non-suitable or non-eligible clients to their local WorkBC centre for information about other programs available and the required eligibility.

Labour Market Development Agreement (LMDA) Eligible

Eligibility requirements for an LMDA eligible client will be established, and confirmed by, the Ministry of Social Development and Social Innovation, based on the definition of "insured participant" under Section 58 of the *Employment Insurance Act*.

LMDA Participants must have been confirmed as unemployed by MSDSI, (or meet allowable exceptions to eligibility criteria prescribed by the Province), over 16 years of age and be legally eligible to work in British Columbia and are eligible to collect EI benefits or have had an EI claim in the past 3 years.

Canada-BC Job Fund Agreement (CJF) Eligible

CJF Eligible "Participants" are defined as:

- (a) an unemployed individual who is determined to be a non- EI Client;

An "unemployed, individual" is defined as an individual who is not self-employed or working full-time or part time. A "non-EI client" is an individual:

- i. who is not eligible for assistance under labour market programs provided by the Canada Employment Insurance Commission under Part II of the *Employment Insurance Act*, or
 - ii. who is not eligible for assistance under any similar labour market programs provided by British Columbia which are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 63) of the *Employment Insurance Act*.
 - iii. more specifically, a non-EI client is an individual who:
 - a. has not established a regular EI claim in the last three years; and,
 - b. has not established a maternity or parental claim in the past five years.
- (b) an employed individual who is low skilled, in particular employed individuals who do not have a high school diploma or a recognized certification or who has low levels of literacy and Essential Skills.

"Essential Skills" means the nine essential skills identified by Human Resources and Social Development Canada: reading text, document use, numeracy, writing, oral communication, working with others, thinking skills, computer use and continuous learning.

In addition, an eligible CJF Participant must:

- be legally entitled to work in Canada;
- be living in BC;
- not be a full-time post-secondary student;
- not be a high school student; and,
- not be participating in another Canada-British Columbia Job Fund Agreement or Canada-British Columbia Labour Market Development Agreement-funded program.

On an exceptional basis, potential Participants who do not strictly meet CJF eligibility criteria as described above, but who would otherwise benefit from participation in the program may be approved by JTST on a case by case basis. In such cases the Service Provider will provide JTST with a written request and rationale for enrolment of an ineligible CJF Participant. JTST will provide a written response advising of the approval (or not) of the individual's enrolment in the Program.

A9. ACCESS AND AUTHORIZATION FOR LMDA CLIENT SUPPORTS

Participants who meet LMDA eligibility can participate in the Program, if assessed by Ministry of Social Development and Social Innovation as needing this level of service, and access supports identified as needed in the Participant action plan.

A10. ADDITIONAL LMDA CLIENT REQUIREMENTS

The following requirements are applicable to LMDA eligible Participants in order for them to participate in pre-employment training that is greater than 10 hours in one week.

- i. Collect information from the potential Participant, as may be directed by the Province, necessary for a decision to be made whether to provide the potential Participant with a referral

- to a course or program of instruction or training or other employment activity for the purpose of section 25 of the *Employment Insurance Act* (Canada);
- ii. Obtain, in a form to be determined by and as may be directed by the Province, an application from the potential Participant for a referral for the purpose of section 25 of the *Employment Insurance Act* (Canada);
- iii. Provide the information described in (i) and the application described in (ii) to the Province for a determination to be made by the Province whether to provide the potential Participant with a referral for the purpose of section 25 of the *Employment Insurance Act* (Canada);
- iv. Communicate to the potential Participant any determination made by the Province respecting the potential Participant's referral for the purpose of section 25 of the *Employment Insurance Act* (Canada) and for any potential Participant who obtains a referral for the purpose of section 25 of the *Employment Insurance Act* (Canada), inform him or her, as may be directed by the Province, of his or her obligations related to that referral and the implications of a failure to attend his or her course or program of instruction or training or other employment activity;
- v. Monitor the potential Participant's attendance at his or her course or program of instruction or training or other employment activity, collect information about the potential Participant's attendance, as may be directed by the Province and provide that information to the Province as directed by the Province.

A11. REPORTING

In a format prescribed by the Province, the Service Provider will report the following data to JTST to meet accountability and reporting requirements:

- a) copies of all Participant intake and exit forms
- b) participant job placement forms
- c) monthly activity reports which will include the following:
 - i. the number of applications approved during the monthly reporting period (intake forms),
 - ii. the number of Participants who complete the program
 - iii. the number of Participants who are placed into jobs (Job Placements) during the monthly reporting period by region and by job/position,
 - iv. average wage rate of Participants placed in the reporting period,
 - v. the number of income assistance (IA) clients served,
 - vi. the number of Participants who completed/exited the program during the monthly reporting period (exit forms).
 - vii. reference to any intake/exit forms that were not included in package.

Upon completion of the Services on May 31, 2015, a final report (the "Final Report") will be submitted on or before, June 30, 2015, in substantially the same format and with the same categories as the monthly activity reports. The Final Report will also include details to describe the achievement of the objectives inclusive of both CJF and LMDA funded Participants.

- i. average wage rate of Participants that were placed,
- ii. types of jobs Participants were placed in,
- iii. number of Participants still employed after 3 months,
- iv. types of pre-and-post supports provided,
- v. best practices/success stories and lessons learned.

A12. CONTRACT MANAGEMENT

The Province has identified the following governance model with the goal to resolve all contract management and performance issues as early as possible. On a monthly basis, or as otherwise required, representatives of the Province and the Service Provider will meet via face to face or by teleconference to identify and resolve issues as they arise and at the lowest levels, using a collaborative approach. Where issues occur and cannot be resolved pursuant to the above, such issues will be escalated to senior management representatives for the Province and the Service Provider for further discussion and resolution.

Ministry Representative:

Brian Vatne, Director, Labour Market Programs Branch, JTST

Service Provider Representative:

Abigail Fulton, Vice President, British Columbia Construction Association

SCHEDULE B-2

FINANCIAL CONTRIBUTION – STEP Program

For the Period: November 1, 2014 to May 31, 2014

1. The Province will provide a Financial Contribution to the Service Provider up to the amount of **\$2,705,727** in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Service Provider for the provision of the Services as defined in Schedule A. Eligible Costs will be paid from \$1,642,953 unclaimed funds from the Amendment 11 total allocation, an additional allocation of \$291,077 for fiscal year 14/15 for expenses incurred prior to March 31, 2015, and a 15/16 fiscal year allocation of \$771,697 for expenditures incurred prior to May 31, 2015. The 14/15 allocation cannot be carried over to fiscal 15/16. Payments will be made as follows:
 - (a) monthly payments based on actual expenditures reported within 30 days of receipt and approval by the Province of a completed monthly payment claim form, which includes:
 - i. a monthly expenditure report/invoice split by funding source (LMDA and CJF) signed by the agency signing authority stating that all expenses listed in the supplied invoice are in accordance with the criteria stated in this Schedule;
 - ii. a general ledger to support the claim
 - iii. Participant Intake and Exit Forms (Schedules G and H);
 - iv. A completed and signed Monthly Activity Report (Schedule I)
 - (b) the advance payment will be deducted against subsequent monthly invoices.
 - (c) the final payment will be made upon:
 - i. completion of the outcomes specified in Schedule A
 - ii. a final report on the services and outcomes of the project (details to be specified by the Ministry),
 - iii. receipt and approval of the final monthly payment claim including a full accounting of the receipt and expenditure of the Financial Contribution.

The Province will hold back up to 10% (\$270,573) of the contract value until receipt and approval of the Final Report, due on or before June 30, 2015.

Eligible Costs

2. Eligible Costs are the actual costs relating to the service components listed in the Project Budget attached as Appendix 1 to Schedule B-2.

Eligible Costs are also subject to the following limitations:

 - i. No Financial Contribution shall be payable to the Service Provider for program costs incurred by the Service Provider prior to the effective date, or after the end of the Service Period (May 31, 2015)
 - ii. Administrative Fees shall not exceed 12% of the expenditures. Administrative Fees costs include the appropriate portion of such oversight expenses and may include:
 - For administrative site and may include:
 - Senior Leadership wages
 - Utilities
 - Office equipment rental/operating leasing costs

- Third party liability costs (where applicable)
- Insurance (fire, theft)
- Licenses as required by Municipal, Provincial or Federal regulations or Acts
- Bookkeeping and bank charges
- Office supplies
- Photocopying
- Postage, mailing and handling costs
- Telephone and fax line(s)
- Long-distance telephone and fax charges
- Criminal Records Check for staff
- Worker's Compensation Board costs
- Regular audit costs for day to day business
- Reception services or other shared resources
- Other costs not covered elsewhere in the budget, as negotiated with the Province

- iii. No contribution paid to any Participant or wages paid to any administrative staff who is a member of the immediate family of the Service Provider, or, if the Service Provider is a corporation or unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or unincorporated association, is eligible for reimbursement unless the Province is satisfied that the recruitment of the Participant or the hiring of the administrative staff was not the result of favouritism by reason of membership in the immediate family of the Service Provider or officer or director of the Service Provider, as the case may be.

"Immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law spouse), child (including child of common law spouse), step-child, ward, father-in-law, mother-in-law, or relative permanently residing with the Service Provider, officer or director, as the case may be.

Pre-employment and post-employment support costs for either CJF or LMDA Participants must meet the respective legislative and policy requirements of the Province in order to be considered for reimbursement.

All services provided to LMDA Participants must be funded proportionate to the funding breakdown detailed in Appendix 1 to Schedule B, and should not duplicate any services available through the CJF Agreement or other alternative programming for which the Participant may be eligible.

Repayment or Reduction

3. Any Financial Contribution provided by the Province under this Agreement, but not expended or incurred during the Term of the Agreement towards eligible expenses, will be returned by the Service Provider to the Province by cheque payable to the Minister of Finance within 30 days after the end of the Agreement.
4. Any Refunds received by the Service Provider shall be noted on Monthly Expenditure Reports and deducted from the amount payable in any given month. Any Refunds received by the Service Provider after the end of the Agreement will be returned by the Service Provider to the Province by cheque payable to the Minister of Finance within 30 days.
5. Unless the Province has given its prior written approval to an adjustment between the budget categories identified in the attached budget, the amount payable by the Province with respect to the budget categories will not exceed the amounts specified in the budget categories.

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6. To respond to increases in training delivery and employer demand, with the approval of the Province, the Service Provider can transfer up to a maximum of 10% over the contract period between the financial categories. Such transfers between categories will not require a contract amendment, however, the transfers must be requested, via e-mail, to the Ministry for approval and tracking. The budget for the Administrative Fee shall remain fixed at 12% of expenditures.

Appendix 1 to Schedule B-2: Project Budget

STEP Services	CJF* 400 Participants	LMDA 160 Participants	TOTAL 560 Participants**
Participant Training and Supports	\$328,300	\$161,700	\$490,000
Operating Expenditures	\$1,290,304	\$635,523	\$1,925,827
SUBTOTAL	\$1,618,603	\$797,223	\$2,415,827
Administration Fee @12%	\$194,233	\$95,667	\$289,900
TOTAL			\$2,705,727

* NOTE: Support for Participants who are ineligible CJF clients but approved by JTST for enrolment in the Program as per section A8 of Schedule A-2 shall be administered under the CJF portion of the Program budget in accordance with CJF reporting and financial protocols.

**NOTE: The Service Provider will notify the Province, in writing, should they be able to serve more or less than 560 Participants within the total budget.



Ministry of Jobs, Tourism
and Skills Training

Return to:
Financial Services
3rd Floor, 800 Johnson Street

Mailing Address:
PO Box 9843 STN PROV GOVT
Victoria BC V8W 9T2

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is requested. Section B, is only required for initial contracts, and section C is only required for amendments.
Questions about this form can be directed to Contracts, Policy and Review, at (250) 356-9017.

☐ New Contract or ☒ Amendment - contract has increased / <Decreased> by: \$ 1,545,600.00 (leave blank if unchanged)

A. Branch Action

Branch/Division: Employment Services and Supports Programs	Contract Manager: Val Dickson	Telephone: 250 378-7539
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B. Initial Contracts only

Project description: Skilled Trades Employment Project		
Mandatory to Select One Procurement Process (X): <u>Procurement and AIT Code descriptions</u>		
<input type="checkbox"/> 100 = Open Competitive Process	<input type="checkbox"/> 200 = Direct Awards - Public Sector Organization	<input type="checkbox"/> 201 = Direct Awards - Sole Source
<input type="checkbox"/> 202 = Direct Awards - Emergency	<input type="checkbox"/> 203 = Direct Awards - Security, Order, etc.	<input type="checkbox"/> 204 = Direct Awards - Confidentiality
<input checked="" type="checkbox"/> 205 = Direct Awards - Notice of Intent	<input type="checkbox"/> 207 = Direct Award - Under \$25,000	
<input type="checkbox"/> 208 = Direct Award - Financial Assistance - SCA	<input type="checkbox"/> 209 = Direct Award - Cost Sharing Agreement - SCA	
<input type="checkbox"/> 300 = Direct Invitation to Selected Vendors	<input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List	
<input type="checkbox"/> 401 = Competition from Vendors on Pre-Qualification Lists	<input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement	
<input type="checkbox"/> 600 = other purchase process (FSA)		
Mandatory to Select One AIT Exclusion (X): <u>Procurement and AIT Code descriptions</u>		
<input type="checkbox"/> 100 = Purchase subject to AIT	<input type="checkbox"/> 200 = Purchase below applicable AIT threshold	<input checked="" type="checkbox"/> 300 = Purchase exempt commodity/service

C. Amendments only

Reason for amendment is (X):	<input type="checkbox"/> Change in deliverables	<input checked="" type="checkbox"/> Other (specify): <u>Revised Schedule A - extended funding period and Schedule B - increased aggregate</u>
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D. Commitment

Contractor <u>legat</u> name: (verified on BC Online Corporate Registry) British Columbia Construction Association (BCCA)		Company registration #: Society # - S-0006722				
Doing business as:						
Address: #401 - 655 Tyee Road, Victoria BC		Postal code: V8A 6X5				
Phone: 250475-1077		Fax: 250 475-1078				
Contract #: CA90109004						
Term of Agreement: From: April 8, 2009 To: September 30, 2015						
Contract Price:	\$ 25,454,254.00	Client #	Responsibility Centre	Service Line	STOB (*)	Project Number
Fiscal 15/16	\$ 1,031,520.00 /	125	51651	20921	8001	5121224
Fiscal 15/16	\$ 514,080.00 /	125	51651	11855	8001	511LMCA

E. Expense Authority

F. Assistant Deputy Minister

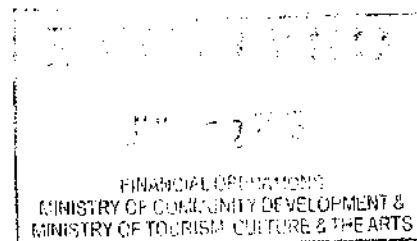
G. Ministry Chief Information Officer

<input type="checkbox"/> Contract Policy Requirements Documented	ADM to pre-approve all contracts 	Pre-Approval for IT Contracts (STOB 63)
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*: For STOB 80 contracts you must also complete a "Government Transfers Review" form

Contract Amendments for ADM Signature

1. Amendment to ESS contract with British Columbia Construction Association
 - Amendment is for both time and money
 - Extending from from June 30, 2015 to to September 30, 2015
 - The corresponding budget increase to the time extension is \$1,545,600
 - Reason – Extension of LMA Legacy Programs to the end of September to allow time for new ESS contracting to be completed.
2. Amendment to LMP contract with BC Water & Waste Association
 - Amendment is for time only
 - Extending from June 30, 2015 to July 31, 2015
 - Reason – to provide additional time to bring together the Advisory Group to review the preliminary findings, and provide input to the final product.



**MODIFICATION AGREEMENT
(AMENDMENT #13)**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT IF THE PROVINCE OF BRITISH COLUMBIA, represented
by the Minister of Jobs, Tourism and Skills Training

(the "Province", "we", "us", or "our", as applicable)

AND

British Columbia Construction Association
#401-655 Tyee Road
Victoria, BC V9A 6X5

(the "Service Provider" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement identified as contact number CA90109004 and dated the 8th day of April, 2009. (the "Agreement")
- B. The parties subsequently modified the Agreement on: the 13th day of October, 2009; the 14th day of May, 2010; the 15th day of October 2010; the 1st day of November, 2010; the 27th day of October, 2011; the 18th of May, 2012; the 13th of March, 2013; the 26th of March 2013; the 23rd of January, 2014; the 24th of January, 2014; the 31st of March 2014 and the 1st of November 2014.
- C. The Parties have agreed to modify the Agreement as subsequently modified, on the terms and conditions set out herein.

AGREEMENT

The parties agree as follows:

- (1) That the attached Schedule A-3 is added to the Agreement for the period June 1, 2015 to September 30, 2015. The Service Period will commence June 1, 2015 and end September 30, 2015.
- (2) That the revised Term of the Agreement is: April 15, 2009 to September 30, 2015.
- (3) That the attached Schedule B-3 is added to the Agreement for the period June 1, 2015 to September 30, 2015. The contract value is increased by \$1,545,600 for a total revised aggregate value of \$25,454,254.
- (4) In all other respects, the Agreement is confirmed.

Regardless of the date of execution or delivery of this Modification Agreement (Amendment #13), this Modification Agreement (Amendment #13) is effective as of June 1, 2015.

SIGNED AND DELIVERED on the 26 day
of June, 2015 on behalf of
Province by its authorized representative:
signatory

Signature: _____

Print name: _____

SIGNED AND DELIVERED on the 15th day
of JUNE, 2015 by or on the
behalf of the **Service Provider** (or by its authorized
or signatories if the Contractor is a
corporation)

Signature: _____

Print name: _____

SCHEDULE A-3
STEP (Skilled Trades Employment Program)

For the Period: June 1, 2015 to September 30, 2015

A1. SERVICE PERIOD

Notwithstanding the date of execution and delivery of this Agreement, Services will commence June 1, 2015 and end September 30, 2015. The Term end date is September 30, 2015.

A2. PURPOSE

The purpose of the STEP Program (the Program) is to strengthen and grow BC's construction sector by enhancing opportunities for eligible unemployed persons and low skilled workers to gain employment and advancement in construction related careers.

The goal of the Program is to engage Participants in a process that will result in: an assessment of personal suitability for a career in the construction sector; identification of and completion of training and/or skills upgrading programs leading to acquisition of relevant credentials required by employers; and ultimately, placement and transition into ongoing employment in construction related jobs.

The Services in Schedule A-3 are meant to strengthen and grow BC's construction sector by:

- a) Supporting 320 British Columbians in developing and upgrading employment related skills; and, arranging for their transition and/or placement into immediate job openings in the construction sector, for a cumulative total of 480 from April 1 2015 to September 30 2015.
- b) Supporting employers by connecting job-ready unemployed individuals into immediate job openings in the construction sector.
- c) Enhancing the labour market information knowledge for BC construction businesses and education/training institutions through communication of information gathered through the administration of the Program.

A3. POINTS OF ACCESS:

The Program will be available throughout the Province of British Columbia with specific points of access as follows.

- Vancouver
- Abbotsford
- Victoria
- Nanaimo
- Prince George
- Prince Rupert
- Fort St. John
- Terrace
- Kitimat
- Dawson Creek
- Penticton
- Nelson
- Kelowna

- Kamloops

A4. DEFINITIONS

In the Schedules:

- a) A **"Participant"** means an individual who meets the Participant Eligibility Criteria described in Section A8 below and whose application to participate in the STEP program is approved by the Service Provider in consultation with the participating Ministries funding the program (Ministry of Jobs, Tourism and Skills Training and Ministry of Social Development and Social Innovation).
- b) **"Participant Case File"** means all information submitted by a Participant to the Service Provider, whether oral, written or electronic, including on any forms used in the Service Provider's provision of the services, and includes any Personal Information about that Participant contained therein.
- c) **"Participant Action Plan"** means a written schedule of goals and activities, customized for each Participant, showing how and when a Participant will gain skills, training and credentials leading to employment and/or career advancement upon completion of the Program.
- d) **"Personal Information"** means recorded information about an identifiable individual, as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("**FOIPPA**");
- e) **"Construction Jobs"** are directly related to B.C.'s construction industry and defined as:
 - i. Primary: Entry level or skilled construction jobs including carpenters helper, electrical helper, labourers, pipe layers and others that work directly on the construction site.
 - ii. Secondary: Jobs that work directly for a construction company or its immediate subcontractor and required to work on the construction site to complete other business/construction functions such as security guards, camp cooks, bookkeepers, flaggers, etc.
- f) An **"Employer"** is defined as a business that hires people for jobs within scope of A4(e) and:
 - i. is a legal entity that controls and directs a worker under an express or implied contract of employment and pays (or is obligated to pay) him/her salary or wages in compensation;
 - ii. is appropriately registered and/or licensed to operate within British Columbia;
 - iii. is registered and in good standing with the Workers' Compensation Board of British Columbia.
- g) **"Partners"** means delivery agents sub-contracted by the Service Provider who are qualified to provide relevant training or certification or perform specialized literacy assessments and/or utilize specialized assessment tools.
- h) **"Service Period"** means the period June 1, 2015 to September 30, 2015.
- i) **"Trade Employment Specialists"** or **"TES"** means trades people with experience in the construction industry who will be trained and qualified for the role of assessing Participant suitability and skills, finding employment opportunities, matching Participants with employment opportunities, and fostering a Participant's transition to employment and/or career advancement through training, apprenticeship, and satisfactory working conditions.
- j) **"Job Placement"** means arranging for a Participant to be formally hired by an employer upon completion of the Program into a new and/or vacant position with an employer with whom the Participant has not previously worked with in the 6 months prior to enrolment in the Program.

- k) **"Program Completion"** means a Participant who fully participates in and substantially completes all activities identified in their Action Plan over the duration of their term of enrolment in the Program. A participant who leaves the Program before substantially completing 80% of the activities identified in their Action Plan is deemed to have "left early" and not completed the Program. A Participant who substantially completes their Action Plan but is not placed into a job is deemed to have completed the Program but cannot be counted as a job placement.
- l) **"JTST"** means Ministry of Jobs, Tourism and Skills Training
- m) **"MSDSI"** means Ministry of Social Development and Social Innovation

A5. DELIVERABLES

A5.1 The Service Provider will deliver the following services:

- a) Design, manage and operate regional service delivery and provide outreach services as outlined in A-3, including the direct provision of training and services to Participants and Employers outside of the identified locations where need is demonstrated and the budget allows.
- b) Promote the program to potential Employers, potential Participants and potential industry or community partners through a communication plan which includes activities such as:
 - i. direct person-to-person contact;
 - ii. requesting referrals from other Employers and/or existing industry networks or non-governmental organizations;
 - iii. targeted advertising via print, direct mail, broadcast;
 - iv. distributing marketing materials (e.g. brochures, newsletters, flyers and/or posters);
 - v. promoting the program through community projects, job fairs, tradeshow, conferences and school presentations;
 - vi. publicizing the program in newsletters and trade journals; and
 - vii. implementing media relations campaigns (including but not limited to taking Ministry representatives, media, and other persons on work site tours).
- c) Inform the Province in advance of any advertisements or media relations opportunities and cooperate with the Province in making any public and/or media announcements regarding the program and the details of this Schedule.
- d) Engage the services of Trades Employment Specialists to screen and assess potential Participants to identify if Participants:
 - i. are suitable for the program and for immediate employment in the construction sector based on criteria defined by the Service Provider.
 - ii. meet eligibility criteria under either the Canada Job Fund Agreement (CJF) or Labour Market Development Agreement (LMDA), as defined in this Schedule under A8.

Where it is not clear if the client meets the eligibility criteria, the Service Provider will consult with the Ministry of Jobs, Tourism and Skills Training.

- e) Engage the services of Trades Employment Specialists to develop written action plans for each Participant enrolled in the program. The Participant action plan is developed based on assessed client needs, not solely on eligibility for available financial supports. The action plan identifies:
 - i. relevant certificates currently held by the Participant;
 - ii. relevant skills and experience;

- iii. potential match(es) in the construction trades, and with area employers;
 - iv. related issues such as transportation, re-location, family commitments, expectations of the workplace;
 - v. wage and position expectations;
 - vi. training/employability tickets that are required for the position;
 - vii. supports required such as clothing, safety items, tools and equipment required to perform the job on the work-site. These supports should not replace what an Employer would generally be expected to provide to an employee;
 - viii. other supports needed to enable Participants to get to/from the worksite for the first two weeks of employment prior to receipt of their first pay check. (for example, mileage, fuel, bus passes or short-term accommodations).
- f) Recommend and provide funding to support formal assessments and/or training for Participants (based on the Participant action plans), through Partners, including:
- i. training and/or certification – develop or coordinate delivery of workshops or training that is required through legislation, or by an employer, for employment in specific jobs. For example, safety training, first aid, flag person training, upgrading etc.
 - ii. For LMDA funded Participants:
 - a. the pre-employment training time should not exceed more than 60 hours, except in instances where the Service Provider deems appropriate based on the and skill level of the Participant and identify as needed to sustain employment.
 - b. where possible, pre-employment training will be limited to less than 10 hours a week.
- g) Provide pre-employment supports for Participants (based on the Participant action plans) including:
- i. clothing and safety items – identify and coordinate purchase of items required to perform the job on the work-site. Such items may include warm and reflective jackets, boots, gloves, etc.
 - ii. tools and equipment – identify and coordinate purchase of items required to perform the job on the work-site such as tool belts, hammers, etc.
 - iii. other supports – mileage, fuel, bus passes for first two weeks of employment to and from the worksite until first pay received, or longer in exceptional pre-approved instances. For LMDA Participants, financial supports must not exceed maximum allowances under LMDA policy as amended from time to time by the Province.
- h) Engage the services of Trades Employment Specialists to develop Employer action plans:
- i. identify job vacancy needs with construction Employers;
 - ii. approach/recruit Employers for job placements for STEP Participants;
 - iii. for each Participant the Employer hires:
 - i. Develop a plan which clearly articulates:
 - a. terms of employment (Minimum of 30 hours/week for up to, or beyond, 24 weeks, start date, wage, etc.), and
 - b. training plan/supports to be provided to the Participant by the Employer and/or Service Provider.
- i) Match Participants into vacant jobs with Employers (Job Placement).
- j) Provide post-employment supports to facilitate and support a job placement which may include:
- i. supports needed to enable Participants to get to and from the worksite for the first two weeks of employment prior to receipt of their first pay check. (for example, fuel, bus passes or short-term accommodations).
 - ii. wage subsidies are not an eligible support under this Agreement.

k) Monitor job placement outcomes:

- i. ensure a good fit exists between Participant and Employer by following up with the Participant (minimum via telephone, in-person wherever time permits) at eight weeks of employment and three months of employment* after the date of placement with the Employer.

*Three months of employment follow up is required only for LMDA funded Participants. Three month follow-up with CJF funded Participants will be completed through a third party survey/evaluation process administered by the Province.

A6. THE PROVINCE'S OBLIGATIONS

- a) The Province will support the Service Provider by providing funding as per the Schedule B-2 attached.
- b) The Province will NOT provide:
 - o participant nor business referrals or
 - o operational advice.

A7. OUTCOMES

The Service Provider will make its best efforts to serve **320 Participants (216 Canada Job Fund Clients and 104 LMDA Clients)** and place them into vacant jobs that provide a minimum of 30 hours employment per week for up to, or beyond, 24 weeks (6 months). The cumulative total for the period of April 1, 2015 to September 30, 2015 is 480 (324 Canada Job Fund Clients and 156 LMDA Clients).

A8. ELIGIBILITY DETERMINATION

Prior to accepting an individual into the program, the Service Provider will determine whether or not the individual qualifies as LMDA or CJF eligible as defined below. The Province will provide tools to assist the Service Provider in determining LMDA or CJF eligibility.

The Service Provider is required to advise applicants in receipt of BC Employment Assistance to contact their Ministry of Social Development and Social Innovation case worker.

The Service Provider is requested to refer non-suitable or non-eligible clients to their local WorkBC centre for information about other programs available and the required eligibility.

Labour Market Development Agreement (LMDA) Eligible

Eligibility requirements for an LMDA eligible client will be established, and confirmed by, the Ministry of Social Development and Social Innovation, based on the definition of "insured participant" under Section 58 of the *Employment Insurance Act*.

LMDA Participants must have been confirmed as unemployed by MSDSI, (or meet allowable exceptions to eligibility criteria prescribed by the Province), over 16 years of age and be legally eligible to work in British Columbia and are eligible to collect EI benefits or have had an EI claim in the past 3 years.

Canada-BC Job Fund Agreement (CJF) Eligible

CJF Eligible "Participants" are defined as:

(a) an unemployed individual who is determined to be a non- EI Client;

An "unemployed, individual" is defined as an individual who is not self-employed or working full-time or part time. A "non-EI client" is an individual:

- i. who is not eligible for assistance under labour market programs provided by the Canada Employment Insurance Commission under Part II of the *Employment Insurance Act*, or
- ii. who is not eligible for assistance under any similar labour market programs provided by British Columbia which are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 63) of the *Employment Insurance Act*.
- iii. more specifically, a non-EI client is an individual who:
 - a. has not established a regular EI claim in the last three years; and,
 - b. has not established a maternity or parental claim in the past five years.

(b) an employed individual who is low skilled, in particular employed individuals who do not have a high school diploma or a recognized certification or who has low levels of literacy and Essential Skills.

"Essential Skills" means the nine essential skills identified by Human Resources and Social Development Canada: reading text, document use, numeracy, writing, oral communication, working with others, thinking skills, computer use and continuous learning.

In addition, an eligible CJF Participant must:

- be legally entitled to work in Canada;
- be living in BC;
- not be a full-time post-secondary student;
- not be a high school student; and,
- not be participating in another Canada-British Columbia Job Fund Agreement or Canada-British Columbia Labour Market Development Agreement-funded program.

On an exceptional basis, potential Participants who do not strictly meet CJF eligibility criteria as described above, but who would otherwise benefit from participation in the program may be approved by JTST on a case by case basis. In such cases the Service Provider will provide JTST with a written request and rationale for enrolment of an ineligible CJF Participant. JTST will provide a written response advising of the approval (or not) of the individual's enrolment in the Program.

A9. ACCESS AND AUTHORIZATION FOR LMDA CLIENT SUPPORTS

Participants who meet LMDA eligibility can participate in the Program, if assessed by Ministry of Social Development and Social Innovation as needing this level of service, and access supports identified as needed in the Participant action plan.

A10. ADDITIONAL LMDA CLIENT REQUIREMENTS

The following requirements are applicable to LMDA eligible Participants in order for them to participate in pre-employment training that is greater than 10 hours in one week.

- i. Collect information from the potential Participant, as may be directed by the Province, necessary for a decision to be made whether to provide the potential Participant with a referral

- to a course or program of instruction or training or other employment activity for the purpose of section 25 of the *Employment Insurance Act* (Canada);
- ii. Obtain, in a form to be determined by and as may be directed by the Province, an application from the potential Participant for a referral for the purpose of section 25 of the *Employment Insurance Act* (Canada);
- iii. Provide the information described in (i) and the application described in (ii) to the Province for a determination to be made by the Province whether to provide the potential Participant with a referral for the purpose of section 25 of the *Employment Insurance Act* (Canada);
- iv. Communicate to the potential Participant any determination made by the Province respecting the potential Participant's referral for the purpose of section 25 of the *Employment Insurance Act* (Canada) and for any potential Participant who obtains a referral for the purpose of section 25 of the *Employment Insurance Act* (Canada), inform him or her, as may be directed by the Province, of his or her obligations related to that referral and the implications of a failure to attend his or her course or program of instruction or training or other employment activity;
- v. Monitor the potential Participant's attendance at his or her course or program of instruction or training or other employment activity, collect information about the potential Participant's attendance, as may be directed by the Province and provide that information to the Province as directed by the Province.

A11. REPORTING

In a format prescribed by the Province, the Service Provider will report the following data to JTST to meet accountability and reporting requirements:

- a) copies of all Participant intake and exit forms
- b) participant job placement forms
- c) monthly activity reports which will include the following:
 - i. the number of applications approved during the monthly reporting period (intake forms),
 - ii. the number of Participants who complete the program
 - iii. the number of Participants who are placed into jobs (Job Placements) during the monthly reporting period by region and by job/position,
 - iv. average wage rate of Participants placed in the reporting period,
 - v. the number of income assistance (IA) clients served,
 - vi. the number of Participants who completed/exited the program during the monthly reporting period (exit forms).
 - vii. reference to any intake/exit forms that were not included in package.

Upon completion of the Services on September 30, 2015, a final report (the "Final Report") will be submitted, in substantially the same format and with the same categories as the monthly activity reports. The Final Report will also include details to describe the achievement of the objectives inclusive of both CJF and LMDA funded Participants.

- i. average wage rate of Participants that were placed,
- ii. types of jobs Participants were placed in,
- iii. number of Participants still employed after 3 months,
- iv. types of pre-and-post supports provided,
- v. best practices/success stories and lessons learned.

A12. CONTRACT MANAGEMENT

The Province has identified the following governance model with the goal to resolve all contract management and performance issues as early as possible. On a monthly basis, or as otherwise required, representatives of the Province and the Service Provider will meet via face to face or by teleconference to identify and resolve issues as they arise and at the lowest levels, using a collaborative approach. Where issues occur and cannot be resolved pursuant to the above, such issues will be escalated to senior management representatives for the Province and the Service Provider for further discussion and resolution.

Ministry Representative:

Suzanne Ferguson, Executive Director, Labour Market Programs Branch, JTST

Service Provider Representative:

Abigail Fulton, Vice President, British Columbia Construction Association

SCHEDULE B-3

FINANCIAL CONTRIBUTION – STEP Program

For the Period: June 1, 2015 to September 30, 2015

1. The Province will provide a Financial Contribution to the Service Provider up to the amount of **\$1,545,600** in respect of Eligible Costs (See 'Eligible Costs' below) expended or incurred by the Service Provider for the provision of the Services as defined in Schedule A. Payments will be made as follows:
 - (a) monthly payments based on actual expenditures reported within 30 days of receipt and approval by the Province of a completed monthly payment claim form, which includes:
 - i. a monthly expenditure report/invoice split by funding source (LMDA and CJF) signed by the agency signing authority stating that all expenses listed in the supplied invoice are in accordance with the criteria stated in this Schedule;
 - ii. a general ledger to support the claim
 - iii. Participant Intake and Exit Forms (Schedules G and H);
 - iv. A completed and signed Monthly Activity Report (Schedule I)
 - (b) the final payment will be made upon:
 - i. completion of the outcomes specified in Schedule A
 - ii. a final report on the services and outcomes of the project (details to be specified by the Ministry),
 - iii. receipt and approval of the final monthly payment claim including a full accounting of the receipt and expenditure of the Financial Contribution.

The Province will hold back up to 10% of the total contract allocation of \$2,317,296 from April 1, 2015 to September 30, 2015 (\$231,729) until receipt and approval of the Final Report.

Eligible Costs

2. Eligible Costs are the actual costs relating to the service components listed in the Project Budget attached as Appendix 1 to Schedule B-3.

Eligible Costs are also subject to the following limitations:

 - i. No Financial Contribution shall be payable to the Service Provider for program costs after the end of the Service Period (September 30, 2015)
 - ii. Administrative Fees shall not exceed 12% of the expenditures. Administrative Fees costs include the appropriate portion of such oversight expenses and may include:
 - For administrative site and may include:
 - Senior Leadership wages
 - Utilities
 - Office equipment rental/operating leasing costs
 - Third party liability costs (where applicable)
 - Insurance (fire, theft)
 - Licenses as required by Municipal, Provincial or Federal regulations or Acts
 - Bookkeeping and bank charges
 - Office supplies

- Photocopying
 - Postage, mailing and handling costs
 - Telephone and fax line(s)
 - Long-distance telephone and fax charges
 - Criminal Records Check for staff
 - Worker's Compensation Board costs
 - Regular audit costs for day to day business
 - Reception services or other shared resources
 - Other costs not covered elsewhere in the budget, as negotiated with the Province
- iii. No contribution paid to any Participant or wages paid to any administrative staff who is a member of the immediate family of the Service Provider, or, if the Service Provider is a corporation or unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or unincorporated association, is eligible for reimbursement unless the Province is satisfied that the recruitment of the Participant or the hiring of the administrative staff was not the result of favouritism by reason of membership in the immediate family of the Service Provider or officer or director of the Service Provider, as the case may be.

"Immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law spouse), child (including child of common law spouse), step-child, ward, father-in-law, mother-in-law, or relative permanently residing with the Service Provider, officer or director, as the case may be.

Pre-employment and post-employment support costs for either CJF or LMDA Participants must meet the respective legislative and policy requirements of the Province in order to be considered for reimbursement.

All services provided to LMDA Participants must be funded proportionate to the funding breakdown detailed in Appendix 1 to Schedule B-3, and should not duplicate any services available through the CJF Agreement or other alternative programming for which the Participant may be eligible.

Repayment or Reduction

3. Any Financial Contribution provided by the Province under this Agreement, but not expended or incurred during the Term of the Agreement towards eligible expenses, will be returned by the Service Provider to the Province by cheque payable to the Minister of Finance within 30 days after the end of the Agreement.
4. Any Refunds received by the Service Provider shall be noted on Monthly Expenditure Reports and deducted from the amount payable in any given month. Any Refunds received by the Service Provider after the end of the Agreement will be returned by the Service Provider to the Province by cheque payable to the Minister of Finance within 30 days.
5. Unless the Province has given its prior written approval to an adjustment between the budget categories identified in the attached budget, the amount payable by the Province with respect to the budget categories will not exceed the amounts specified in the budget categories.
6. To respond to increases in training delivery and employer demand, with the approval of the Province, the Service Provider can transfer up to a maximum of 10% over the contract period between the financial categories. Such transfers between categories will not require a contract amendment; however, the transfers must be requested, via e-mail, to the Ministry for approval and tracking. The budget for the Administrative Fee shall remain fixed at 12% of expenditures.

Appendix 1 to Schedule B-3: Project Budget

June to September 2015 Extension budget (amendment 13)											Totals (June to Sept Budget)	
	June	July	August	September	Totals June-Sept CJF	June	July	August	September	Totals June-Sept LMDA		
	CJF	CJF	CJF	CJF		LMDA	LMDA	LMDA	LMDA		CJF	LMDA
Client Placement Targets	54	54	54	54	216	26	26	26	26	104	216	104
% of Placements	68%	68%	68%	68%		33%	33%	33%	33%		68%	33%
Operating Expenses	\$183,000	\$183,000	\$183,000	\$183,000	\$732,000	\$92,000	\$92,000	\$92,000	\$92,000	\$368,000	\$732,000	\$368,000
Participant Training and Supports	\$47,250	\$47,250	\$47,250	\$47,250	\$189,000	\$22,750	\$22,750	\$22,750	\$22,750	\$91,000	\$189,000	\$91,000
Subtotal	\$230,250	\$230,250	\$230,250	\$230,250	\$921,000	\$114,750	\$114,750	\$114,750	\$114,750	\$459,000	\$921,000	\$459,000
Administration Fee	\$27,630	\$27,630	\$27,630	\$27,630	\$110,520	\$13,770	\$13,770	\$13,770	\$13,770	\$55,080	\$110,520	\$55,080
Totals	\$257,880	\$257,880	\$257,880	\$257,880	\$1,031,520	\$128,520	\$128,520	\$128,520	\$128,520	\$514,080	\$1,031,520	\$514,080
											Total Extension \$1,545,600	

* NOTE: Support for Participants who are ineligible CJF clients but approved by JTST for enrolment in the Program as per section A8 of Schedule A-3 shall be administered under the CJF portion of the Program budget in accordance with CJF reporting and financial protocols.

**NOTE: The Service Provider will notify the Province, in writing, should they be able to serve more or less than 320 Participants within the total June 1, 2015 to September 30, 2015 budget.

The table below represents the total allocation from April 1, 2015 to September 30, 2015. The Service Provider will notify the Province, in writing, should they be able to serve more or less than 480 Participants within the total April 1, 2015 to September 30, 2015 budget.

April to September 15-16 total allocation

	CJF	LMDA	Totals
Client Placement Targets	324	156	480
% of Placements	68%	33%	100%
Operating Expenses	\$1,099,839	\$549,175	\$1,649,014
Participant Training and Supports	\$282,800	\$137,200	\$420,000
Subtotal	\$1,382,639	\$686,375	\$2,069,014
Administration Fee	\$165,917	\$82,365	\$248,282
Totals	\$1,548,556	\$768,740	\$2,317,296



Ministry of Jobs, Tourism
and Skills Training

Return to:
Financial Services
3rd Floor, 800 Johnson Street

Mailing Address:
PO Box 9843 STN PROV GOVT
Victoria BC V8W 9T2

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is requested. Section B, is only required for initial contracts, and section C is only required for amendments.
Questions about this form can be directed to Contracts, Policy and Review, at (250) 356-9017.

☒ New Contract or ☐ Amendment - contract has Increased / <Decreased> by: \$ _____ (leave blank if unchanged)

A. Branch Action

Branch/Division: Labour Market Partnerships Branch/Sector Unit	Contract Manager: Joan Westran	Telephone: 250 953-4116
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B. Initial Contracts only

Project description:
Learning Profile for Construction Jobs

Mandatory to Select One Procurement Process (X): Procurement and AIT Code descriptions

<input type="checkbox"/> 100 = Open Competitive Process	<input type="checkbox"/> 200 = Direct Awards – Public Sector Organization	<input type="checkbox"/> 201 = Direct Awards – Sole Source
<input type="checkbox"/> 202 = Direct Awards – Emergency	<input type="checkbox"/> 203 = Direct Awards – Security, Order, etc.	<input type="checkbox"/> 204 = Direct Awards - Confidentiality
<input type="checkbox"/> 205 = Direct Awards - Notice of Intent	<input type="checkbox"/> 207 = Direct Award – Under \$25,000	
<input type="checkbox"/> 208 = Direct Award – Financial Assistance - SCA	<input checked="" type="checkbox"/> 209 = Direct Award – Cost Sharing Agreement – SCA	(page 2 of Terms & Reference)
<input type="checkbox"/> 300 = Direct Invitation to Selected Vendors	<input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List	
<input type="checkbox"/> 401 = Competition form Vendors on Pre-Qualification Lists	<input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement	
<input type="checkbox"/> 600 = other purchase process (FSA)"		

Mandatory to Select One AIT Exclusion (X): Procurement and AIT Cod descriptions

<input type="checkbox"/> 100 = Purchase subject to AIT	<input type="checkbox"/> 200 = Purchase below applicable AIT threshold	<input checked="" type="checkbox"/> 300 = Purchase exempt commodity/service
--	--	---

C. Amendments only

Reason for amendment is (X): ☐ Change in deliverables ☐ Other (specify):

D. Commitment British Columbia

Contractor <u>legal</u> name: (verified on BC Online Corporate Registry) BC Construction Association	Company registration #: S-0008722 <i>ML</i>
Doing business as:	
Address: Suite #401 – 655 Tyee Road, Victoria	Postal code: V9A 6X5
Phone: 250 475-1077	Fax: 250 475-1078

Contract #: C15SP015 ✓

Term of Agreement: From: January 13, 2015 ✓	To: December 31, 2015 ✓				
Contract Price: \$ 95,000.00 ✓	Client # 125	Responsibility Centre 51973	Service Line 11855	STOB (*) 8001 ✓	Project Number 5111111
14/15 FY \$ 30,000.00	125	51973	11855	8001	5111111
15/16 FY \$ 65,000.00	125	51973	11855	8001	5111111

E. Expense Authority

F. Assistant Deputy Minister

G. Ministry Chief Information Officer

<input type="checkbox"/> Contract Policy Requirements Documented	ADM to pre-approve all contracts	Pre-Approval for IT Contracts (STOB 63)
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•: For STOB 80 contracts you must also complete a "Government Transfers Review" form

EMPLOYMENT AND LABOUR MARKET SERVICES

BETWEEN: Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Jobs, Tourism and Innovation
(hereinafter referred to as the "Province")

AND: BC Construction Association
(hereinafter referred to as the "Coordinator")

WHEREAS the Coordinator proposes to carry out the project described in Schedule A and has applied to the Province for financial assistance towards the costs of the project;

WHEREAS the Coordinator is eligible for financial assistance towards the costs of the project under the Employment and Labour Market Service referred to in Schedule A, Box 1, which has been established by the Province pursuant to Part II of the *Employment Insurance Act*;

AND WHEREAS the Province has agreed to make a contribution towards the costs of the Project;

The Province and the Coordinator agree as follows:

1.0 AGREEMENT AND TERM

1.1 The following documents and any amendments thereto form the Agreement between the Province and the Coordinator:

- a) these Articles of Agreement;
- b) the document attached entitled "Terms of Reference";
- c) the document attached as Schedule A entitled "Project Description and Contribution Details";
- d) the document attached as Schedule B entitled "Eligible Costs";
- e) the documents attached entitled "Policy Statement - Travel" and "Appendix 1 - Travel Allowances";
- f) the document attached as Schedule C entitled "Privacy Protection Schedule".

1.2 The term of this Agreement will be consistent with the Funding Period unless terminated in accordance with this Agreement.

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

- a) "Eligible Costs" means the costs incurred by the Coordinator in carrying out the Project that are described in Schedule B, subject to the limits set out in the approved annual budgets attached to, and forming part of Schedule B;
- b) "Employment and Labour Market Services" means the labour market development programs provided by British Columbia under an agreement with Canada made pursuant to section 63 of the *Employment Insurance Act*;
- c) "FAA" means the *Financial Administration Act*;
- d) "Fiscal Year" means the period beginning on April 1 of one calendar year and ending on March 31 in the next calendar year;
- e) "Funding Period" means the period commencing on January 13, 2015 and ending December 31, 2015;
- f) "Project" means the activities described in Schedule A;
- g) "Provincial Mark" means any of the Province's trade-marks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks, whether registered or unregistered;
- h) "Subcontractor" means a person that the Coordinator retains under a subcontract to provide services related to the Project; and
- i) "Terms of Reference" means the document that defines the purpose, activities and budget for the prescribed project and is attached to this Agreement.

3.0 CONTRIBUTION

3.1 Subject to the terms and conditions of this Agreement, the Province agrees to make a contribution to the Coordinator in respect of the Eligible Costs of the Project.

3.2 The amount payable by the Province during the Funding Period shall not exceed the amount set out below:

\$ 95,000

3.3 Notwithstanding any other provision in this Agreement, the Province's obligation to pay money to the Coordinator under this Agreement is subject to:

- a) there being sufficient funds available in an appropriation, as defined in the FAA, to enable the Province in any Fiscal Year when payment becomes due pursuant to this Agreement, to make that payment; and
- b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subsection (a) of this section.

3.4 In the event there are not sufficient funds available in an appropriation referred to in subsection 3.3 (a), to enable the Province in any Fiscal Year when payment becomes due pursuant to this Agreement, to make that payment, or Treasury Board controls or limits, pursuant to the FAA, expenditure under an appropriation, the Province may reduce the amount of its contribution payable under this Agreement in that Fiscal Year or terminate this Agreement in accordance with section 13.1 of this Agreement.

- 3.5 Where, pursuant to section 3.4, the Province intends to reduce the amount of its contribution under the Agreement, it shall give the Coordinator 30 days notice of its intention to do so.
- 3.6 Where, as a result of a reduction in funding, the Coordinator is unable or unwilling to complete the Project, the Coordinator may, upon notice to the Province, terminate the Agreement.
- 4.0 **TERMS OF PAYMENT**
- 4.1 Upon signing of the Agreement, an initial payment shall be made of \$ 30,000.
- 4.2 Based on forecasts of cash flow requirements satisfactory to the Province in form and detail, the Province will make progress payments covering the Coordinators's estimated financial requirements for each payment period during the Funding Period.
- 4.3 Payments will be made quarterly. The Province may, at any time and in its absolute discretion, by notice, alter the frequency of such progress payments and change them to a monthly basis.
- 4.4 The progress payment for subsequent payment periods is conditional upon the submission by the Coordinator of claim for payment, in a form satisfactory to the Province and certified by a senior officer of the Coordinator. Each claim shall contain the following information in respect of the payment period ending one payment period prior to the payment period for which the progress payment in question is to be paid:
- a) a detailed list of Eligible Costs incurred and paid during the payment period, and
 - b) a statement certifying that all Eligible Costs claimed are in accordance with the Agreement.
- 4.5 Any interest earned on progress payments of the Province's contribution shall be accounted for by the Coordinator. Such interest shall be deemed to be part payment of the contribution and shall be taken into account in the calculation of the final payment by the Province, or repayment by the Coordinator as may be appropriate in the circumstances.
- 4.6 If the amount of the progress payment for a period exceeds the amount of the Eligible Costs incurred and paid during that period, the Province reserves the right to deduct the excess amount and any interest earned on the excess from any other amount payable under this Agreement.
- 4.7 The Province may withhold payment of any progress payment pending the completion of an audit of the Coordinator's books and records conducted either by the Province or by an independent auditor pursuant to paragraph 6.1 (g).
- 4.8 The Province may withhold up to 10% of its total contribution until the Project has been completed. Final payment will be made following:
- a) receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the Coordinator during the Funding Period;
 - b) receipt of a statement certifying that all Eligible Costs claimed are in accordance with the Agreement; and
 - c) receipt of any audit report or other report or participant information that may be required to be submitted by the Coordinator under the terms of this Agreement.
- 4.9 Verification by the Province of the claim for final payment may include, if deemed advisable by the Province, the conduct of an audit by the Province of the Coordinator's books and records to verify the amount of the costs for which the Coordinator has claimed payment under this Agreement.
- 5.0 **REPRESENTATION AND WARRANTY**
- 5.1 The Coordinator declares that all information provided to the Province in connection with its application for funding under this Agreement is true and all relevant facts have been disclosed.

6.0 OBLIGATIONS OF THE COORDINATOR

6.1 The Coordinator shall:

- a) carry out and complete the Project in a diligent and professional manner, using qualified personnel;
 - b) demonstrate to the satisfaction of the Province that the Project will maintain and implement any and all environmental protection measures that may be prescribed by competent authority for minimizing harm, if any, to the environment;
 - c) upon request of the Province, produce any certificates, licenses and other authorizations required for the carrying out of the Project in respect of the rules relating to the environment;
 - d) keep proper books of accounts and records, in accordance with generally accepted business and accounting practices, of the financial management of the Project. The accounts and records shall include payroll records of employees of the Coordinator who are carrying out the Project, records of all other Project expenditures and revenues including funding for Project costs received from other sources;
 - e) during the Funding Period and for a period of seven (7) years thereafter, the Coordinator shall make its books of accounts and records referred to in paragraph (d) available at all reasonable times for inspection and audit by representatives of the Province to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the Coordinator as Eligible Costs. The Coordinator shall permit the Province's representative to take copies and extracts from such books and records;
 - f) furnish the Province with such additional information as it may require with reference to such books and records;
 - g) if requested by the Province at any time during the course of this Agreement, the Coordinator shall retain the services of a duly qualified accountant approved by the Province to carry out an audit of the books and records relating to the Project. The audit report shall include the following:
 - i) a certified financial statement providing details of the total actual expenditures made under this Agreement;
 - ii) a statement certifying the total payments of the Province's contribution received by the Coordinator, including the amount of interest that has been accrued on any initial payments or progress payments of the contribution;
 - iii) a statement certifying that the contribution payments received and expenditures in respect of which they were paid, were in accordance with the Agreement; and
 - h) provide a copy of the audit report to the Province within 30 days of its completion.
- 6.2 The Coordinator shall disclose to the Province without delay any fact or event that the Coordinator is aware of from time to time which may compromise the Coordinator's chances of success in carrying out the Project.
- 6.3 The Coordinator shall obtain, prior to the commencement of any Project activity, all permits, licenses, consents and other authorizations that are deemed necessary to permit the carrying out of the Project.
- 6.4 The Coordinator shall carry out the Project in compliance with all laws, by-laws and regulations.
- 6.5 The Coordinator will indemnify and save harmless the Province and the Province's employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Coordinator, or of any of its agents, employees, officers, directors or subcontractors in providing the Services excepting always liability arising out of the independent, negligent acts or omissions by the Province or any of its employees, agents or subcontractors.

7.0 NEPOTISM

- 7.1 No cost incurred in relation to, or wages paid to a third party (administrative staff, research subject, or any other party) who is a member of the immediate family of the Coordinator or its officer or director, or any committee member, if there is a committee, is eligible for reimbursement under this Agreement unless the Province is satisfied that the participation, recruitment or hiring of that third party was not the result of favoritism by reason of membership in the immediate family of the Coordinator, its officer or director, or the committee member, as the case may be.
- 7.2 For the purposes of section 7.1, "immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father-in-law, mother-in-law, or a relative permanently residing with the Coordinator, its officer or director, or the committee member, as the case may be.
- 7.3 For the purpose of section 7.2, "common law partner" means a person who is cohabiting with the Coordinator or its officer or director, or a committee member, in a conjugal relationship and has done so for a period of at least one year.

8.0 REPORTS AND INFORMATION

- 8.1 Where the Funding Period is for a multi-year period, the Coordinator shall, if requested by the Province, provide:
- a) interim progress reports describing the activities, achievements, successes and problems of the Project that occurred during each twelve (12) months of the Funding Period; and
 - b) a detailed annual work plan and forecast of Project expenditures for the coming twelve (12) month period.
- 8.2 The Coordinator shall provide the Province with such reports concerning the progress of the Project as the Province may from time to time request.
- 8.3 The Coordinator shall, upon request, permit representatives of the Province to have access to the site or sites where the Project activities are being carried out to monitor their progress.
- 8.4 The Coordinator shall provide the Province with copies of all reports, studies or other publications produced by the Coordinator in carrying out the Project. In addition, the Coordinator shall provide the Province with advance copies of final drafts of such reports, studies or other publications, and subsequent amendments to said reports, studies or other publications.

8.0A OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY

- 8.1A The expressions listed below have the following meanings for the purposes of this Article:
- a) "Commercial" means being able to make a profit, or acting with sole or chief emphasis on saleability, profit, or success;
 - b) "Intellectual Property" means intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how arising from the Project;
 - c) "Material" means all findings, data, reports, documents, records and material (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by the Coordinator, or provided by or on behalf of the Province to the Coordinator as a direct result of this Agreement, but does not include property owned by the Coordinator;
 - d) "Non-Commercial" means not being able to profit financially at any time from the use of the Material, or not acting with sole or chief emphasis on saleability, profit, or success by the following organizations and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);
- 8.2A The Province acknowledges and agrees that the Coordinator owns all right, title and interest in the Material and the Intellectual Property.
- 8.3A The Coordinator acknowledges and agrees that the Coordinator may not use the Material for any Commercial purpose, or permit any other person or organization to use the Material for any Commercial purpose, without the prior written agreement of the Province.
- 8.4A The Coordinator hereby grants the Province a perpetual, non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, distribute, translate, practice, and reproduce the Material and the Intellectual Property for scientific, educational, public good and other Non-Commercial uses. In addition, the Coordinator grants the Province the additional rights to incorporate all or portions of the Material in any report created by the Province and to further develop any report, study or other publication produced by the Coordinator in carrying out the Project, provided that content is not materially modified without the written approval of the Coordinator. Upon the Province's request, the Coordinator will deliver documents satisfactory to the Province that waive in the Province's favour any moral rights to any report, study or other publication produced by the Coordinator in carrying out the Project that the Coordinator's employees or contractors may have.
- 8.5A Subject to meeting the requirements set out in sections 8.3A and 9.1(b), the Coordinator and its employees or contractors will not be restricted from presenting, publishing or otherwise disseminating accounts of the work pertaining to this Agreement. Any presentation, publication, or other dissemination of accounts of the work pertaining to this Agreement will recognize the Province and the Government of Canada in accordance with Section 9.1 (a) of this Agreement.

9.0 PUBLIC ACKNOWLEDGEMENT

- 9.1 The Coordinator shall:
- a) ensure that in any communication activities, publications, advertising or press releases relating to the Employment and Labour Market Services, this Agreement and the services provided pursuant to this Agreement, include an appropriate acknowledgment of the Province and the Government of Canada, in terms satisfactory to the Province;
 - b) consult with and obtain approval from the Province prior to engaging in any communication activities, publications, advertising or press releases, relating to this Agreement or the Employment and Labour Market Services;
 - c) cooperate and assist the Province with communication strategies related to this Agreement;
 - d) prominently display in any materials the Coordinator produces and distributes to the public for the purpose of publicizing or promoting the Project, an acknowledgment of the Province, the form, content and location of which is subject to approval by the Province;
 - e) post signage that acknowledges the Province and the Government of Canada, the form, content and location of which is subject to approval by the Province;
 - f) incorporate a Provincial Mark in any acknowledgment described in subsection (d) or any signage described in subsection (e); and
 - g) not use any Provincial Mark in any capacity or for any purpose other than those set out in subsection (f).
- 9.2 Forthwith after the execution of this Agreement, the Province will provide the Coordinator with the Provincial Mark for use as described in section 9.1.
- 9.3 The Province will consult with the Coordinator before making any public comment about this Agreement, or the Project that references the Coordinator's name.

10.0 DISPOSITION OF ASSETS

- 10.1 The Coordinator shall preserve any capital assets acquired with the contribution and use them for the purposes of carrying out the Project unless the Province authorizes their disposition.
- 10.2 Upon completion of the Project or termination of the Agreement, the Coordinator agrees to dispose of, in such manner as the Province may direct, all capital assets purchased under this Agreement other than:
- a) assets costing less than \$1000.00,
 - b) assets that have been physically incorporated into the premises of the Coordinator, and
 - c) assets that have been consumed or expended in carrying out the Project.
- 10.3 At the end of the Funding Period, or upon termination of this Agreement, if earlier, and if directed to do so by the Province, any assets referred to in section 10.2 costing \$1000 or more that have been preserved by it shall be:
- a) sold at fair market value and the funds realized from such a sale applied to the Eligible Costs of the Project to offset the Province's contribution;
 - b) turned over to another person or organization designated or approved by the Province; or
 - c) disposed of in any other manner as may be determined by the Province.

11.0 DEFAULT

- 11.1 Any of the following constitutes an Event of Default:
- a) the Coordinator becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors;
 - b) an order is made or resolution passed for the winding up of the Coordinator, or the Coordinator is dissolved,
 - c) the Coordinator ceases to operate;
 - d) the Coordinator is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed pursuant to this Agreement;
 - e) the Coordinator has submitted false or misleading information to the Province;
 - f) in the opinion of the Province, the Coordinator has failed to proceed diligently with the Project;
 - g) in the opinion of the Province, there is a material adverse change in risk in the Coordinator's ability to carry out the Project.
- 11.2 If an Event of Default
- a) specified in section 11.1(a), (b) or (c) has occurred, or
 - b) specified in section 11.1 (d), (e), (f) or (g) has occurred and has not been remedied within 15 days of receipt by the Coordinator of written notice of default, or a plan satisfactory to the Province to remedy such Event of Default has not been put into place within such time period;
 - c) the Province may, in addition to any remedies otherwise available, immediately terminate this Agreement. Upon termination of the Agreement, the Province shall have no obligation to make further contribution to the Coordinator.
- 11.3 In the event the Province gives the Coordinator written notice of default pursuant to section 11.2(b), the Province may suspend any further payment under this Agreement until the end of the period given to the Coordinator to remedy the Event of Default.
- 11.4 The fact that the Province refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the Province shall not prevent the Province in any way from later exercising any other right or remedy under this Agreement or other applicable law.
- 12.0 NOTICE**
- 12.1 Any notice to be given, and all reports, information and other documents to be provided under this Agreement shall be sent by regular mail, personal service, facsimile, registered mail or email at the postal address, fax number or e-mail address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change.
- 12.2 Notice, information or other documents delivered in person shall be deemed to have been received on delivery. Any notice, information or other document sent by facsimile or e-mail shall be deemed to have been received one working day after it is sent, or if sent by mail, five (5) days after the date of mailing.

- 12.3 Any notice or correspondence shall be addressed to: in the case of the Coordinator, the address set out in Schedule A;
in the case of the Province,

Labour Market Partnerships Program
BC Ministry of Jobs, Tourism and Innovation
PO Box 9190 Stn Prov Govt
Victoria BC V8W 9E6
- 13.0 **RIGHT OF EARLY TERMINATION**
- 13.1 Either party may terminate this Agreement at any time without cause upon not less than 30 days notice of intention to terminate.
- 13.2 In the event of a termination notice being given by the Province under this section to the Coordinator to the address set out in Schedule A of this Agreement,
a) the Coordinator shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
b) all Eligible Costs incurred by the Coordinator up to the date of termination will be paid by the Province, including its costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this section shall only be made to the extent that it is established to the satisfaction of the Province that the costs mentioned herein were actually incurred by the Coordinator and the same are reasonable and properly attributable to the termination of the Agreement; and
c) the amount of any contribution funds which remain unspent shall be promptly repaid to the Province.
- 13.3 The Coordinator shall negotiate all contracts related to the Project, including subcontracts and employment contracts, on terms that will enable the Coordinator to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Coordinator shall cooperate with the Province and do everything reasonable within its power at all times to minimize and reduce the amount of the Province's funding obligations in the event of termination of this Agreement.
- 14.0 **DECLARATION REGARDING OUTSTANDING AMOUNTS OWED TO THE GOVERNMENT**
- 14.1 The Coordinator declares that it has provided the Province with a true and accurate list of all amounts owing to the federal government or the Province which are past due and in default or arrears as of the time of the Coordinator's application to the Province for funding. The Coordinator recognizes that any such amounts owing to the federal government or the Province may be deducted from, or set-off against amounts payable to it under this Agreement.
- 15.0 **LOBBYIST'S REGISTRATION**
- 15.1 The Coordinator declares that any person who has been lobbying on behalf of the Coordinator to obtain the contribution that is the subject of this Agreement and who is required to file a return with the registrar pursuant to sections 3 and 4 of the *Lobbyists Registration Act*, was compliant with those sections at the time the lobbying occurred.
- 16.0 **USE OF SUBCONTRACTORS**
- 16.1 The Coordinator must not subcontract any of the Coordinator's obligations under this Agreement without the prior written consent of the Province. The Coordinator must use a fair, accountable and transparent competitive process to procure goods and services under subcontract for this Project.
- 16.2 No subcontract the Coordinator enters, whether the Province consents to it or not, relieves the Coordinator from any obligation under this Agreement.
- 16.3 The Coordinator must ensure that every Subcontractor fully complies with this Agreement and all attached Schedules, in performing any subcontracted obligation.
- 16.4 Every contract between the Coordinator and a Subcontractor to provide any services related to the Project must include a term that obligates the Subcontractor to comply fully with this Agreement and all attached Schedules in performing any subcontracted obligation.
- 16.5 The Province reserves the right to review the terms and conditions of any contract between the Coordinator and any Subcontractor to determine to the Province's satisfaction that the Coordinator complies with subsection 16.3.
- 17.0 **NON-LIABILITY OF THE PROVINCE**
- 17.1 This Agreement is an agreement for a financial contribution to the Project only, not a contract for services or a contract of service or employment. The Province's responsibilities with respect to the Project are limited to providing financial assistance to the Coordinator towards the Eligible Costs. The parties hereto agree that nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between them.
- 17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by the Province respecting additional or future funding for the Project beyond the Funding Period and the Province shall have no responsibility for any costs that exceed the maximum contribution payable under the Agreement.
- 17.3 The Province shall not be liable for any injury to or loss suffered by the Coordinator or any employee, officer, agent or contractor of the Coordinator, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the Project or to performance of any of the Coordinator's obligations relating thereto under this Agreement.
- 17.4 The management, supervision and control of the employees of the Coordinator are the sole and absolute responsibility of the Coordinator. The Coordinator shall be solely responsible for any and all payments and deductions required by law to be made in respect of its employees, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax.

18.0 REPAYMENT REQUIREMENT

- 18.1 Upon expiry of the Funding Period or upon termination of the Agreement, if earlier, the Coordinator shall immediately repay to the Province any amount by which the contribution paid to the Coordinator exceeds the amount to which the Coordinator is entitled under the Agreement. Without limiting the generality of the foregoing, amounts to which the Coordinator is not entitled include:
- a) the amount of any unspent initial payments or progress payments of the contribution in the hands of the Coordinator,
 - b) any amount paid in error or in excess of the amount of costs actually incurred,
 - c) amounts paid in respect of costs which are determined by the Province to be ineligible, and
 - d) any amount in excess of the Province's maximum contribution set out in section 3.2.
- 18.2 Such amounts described in section 18.1 are debts to the Province and interest shall be charged on overdue debts in accordance with the *Interest on Overdue Accounts Receivable Regulation made under British Columbia's Financial Administration Act*.

19.0 GENERAL

19.1 Access to Information

Subject to the *Freedom of Information and Protection of Privacy Act*, all information pertaining to this Agreement is public information and may be disclosed to third parties upon request under the Act.

19.1A Privacy

The Coordinator must comply with the Privacy Protection Schedule attached as Schedule C.

19.2 Amendment

This Agreement may be amended by the mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

19.3 Non-Assignment of the Agreement

The Coordinator shall not assign this Agreement or any part thereof without the written authorization of the Province. Any assignment made without the Province's authorization is void and of no effect.

19.4 Conflict of Interest

- (1) No member of the House of Commons or any Provincial Legislature shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- (2) It is a term of this Agreement that a person to whom section 8 of the *Members Conflict of Interest Act*, applies, shall not derive a direct benefit from this Agreement unless he or she is in compliance with that Act.
- (3) The Coordinator must not provide and must not knowingly allow any employee or Subcontractor the Coordinator hires or retains with respect to the Project to provide any service to any person in circumstances that, in the opinion of the Province, could give rise to a conflict of interest between the duties of the Coordinator to that person and the duties of the Coordinator to the Province under this Agreement.

19.5 Insurance

- (1) The Coordinator, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured;
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
 - (iii) include a cross liability clause.
- (2) All insurance described in subsection 19.5 (1) must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
- (3) The Coordinator must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, evidence of all required insurance in the forms of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Coordinator must provide to the Province certified copies of the required insurance policies.
- (4) The Coordinator must obtain, maintain and pay for any additional insurance which the Coordinator is required by law to carry, or which the Coordinator considers necessary to cover risks not otherwise covered by insurance specified in this Agreement in the Coordinator's sole discretion.

19.6 Official Languages

Any notice, advertisement or other information relating to the activities of the Coordinator being funded under this Agreement that is for the information primarily of members of the public who are resident in the community in which the activities are to be carried out, and any service related to the Project that is to be provided or made available by the Coordinator to members of the public who are resident in the community in which the activities are to be carried out, shall be made available in either of Canada's official languages where, in the opinion of the Province there is a significant demand for that notice, advertisement, other information or service in that official language.

19.7 In this Agreement, unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time.

19.8 Entire Agreement

This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the Coordinator and the Province with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter in the event of conflict.

This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 12.1 or any other method agreed to by the parties.

19.9 Effective Date and Duration of Agreement

The Agreement shall be in force and effect when signed by both parties. Notwithstanding the termination of this Agreement, the obligations of the Coordinator in any other sections of this Agreement which, by their terms or nature, are intended to survive the termination of this Agreement including sections 6.1(a), 8.3A, 8.4A, 8.5A, 10.2, 10.3, 18.1 and 18.2 shall remain in force until they are satisfied or by their nature expire.

19.10 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

19.11 Execution and Delivery of Agreement

The parties have executed this Agreement as follows:

Signed this _____ day of _____

For the Province by its duly authorized representative

Suzanne Ferguson
Name
[Signature]
Signature

Executive Director, Labour market Programs
Position

(Date)

Signed this 19th day of January, 2015

For the Coordinator

Manley Michaelson
Name
[Signature]
Signature

President
Position
Jan 15/15
(Date)


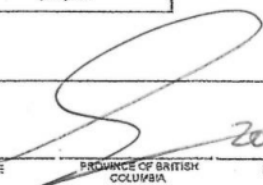
Name

Signature

Position

(Date)

SCHEDULE A
PROJECT DESCRIPTION AND CONTRIBUTION DETAILS

LABOUR MARKET PARTNERSHIPS PROGRAM				FILE NUMBER C15SP015		MINISTRY NUMBER	
NAME OF COORDINATOR BC Construction Association				RESP CODE		SERVICE LINE	
				SUPPLIER NUMBER			
LEGAL NAME OF COORDINATOR (if different from above)							
MAILING ADDRESS 401 - 665 Tyee Road				AREA CODE TELEPHONE NO. (250) 475.1078			
CITY/TOWN Victoria		PROVINCE BC	POSTAL CODE V9A 6X5	AREA CODE FAX NO. ()			
NAME OF CONTACT PERSON Abigail Fulton			TELEPHONE NO. (if different from above) ()				
OBJECTIVE / DESCRIPTION OF ACTIVITIES / EXPECTED RESULTS See Terms of Reference.							
DURATION OF ACTIVITY							
FROM		Y M D 2015 Jan 13	TO		Y M D 2015 Dec 31		
PROVINCE'S CONTRIBUTION							
COST CATEGORIES				PROVINCE		FUNDS FROM OTHER SOURCES	
						CASH	IN-KIND
Committee expenses				\$2,000			
Facilitator				28,000			
Industry forums (minimum of four across BC)				14,500			
Research consultants				30,000			
Workshop at BC Technical Educators Association annual conference				5,000			
Travel				5,000			
Secretarial/technical support services				2,000			
Administration				8,500			
ESTIMATED TOTAL PROVINCIAL CONTRIBUTION				\$95,000			
INITIALS OF SIGNATORIES TO THE AGREEMENT							
COORDINATOR		DATE	COORDINATOR		DATE	PROVINCE OF BRITISH COLUMBIA	
		Jan 15, 2015			2015 Jan 19		

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Terms of Reference: Labour Market Partnerships Contribution Agreement

Applicant: BC Construction Association

Project Title: Learning Profile for Construction Jobs

1. Project Background

After significant research around current gaps and needs in the environment around apprenticeship and industry training, the Construction Associations of BC and the Construction Foundation of BC www.constructionfoundationbc.ca developed **Project Shop Class**. The focus of this project is to raise money to replace and augment shop class equipment in the secondary schools of BC. The Construction Foundation has already raised over \$380,000 for this project on a provincial basis. The collective ask from over 100 schools is approximately \$9 million dollars.

Shop classes in BC traditionally include, woodworking, metal shop, and automotive. In many school districts these programs have evolved into secondary school apprenticeships and ACE-IT programs that can lead into apprenticeship programs such as heavy duty mechanic, carpentry, millwright, pipefitting, and welding –if they can find an employer willing to hire and sponsor them.

The genesis of the BC Red Seal trades person that the resource sector, forestry, marine and many others are looking for, can be found in these high school programs but there needs to be more participation. Currently, only 1 in 35 high school students go into the trades. In order to fill the anticipated job opportunities over the next decade in BC we will need 1 in 5 of our students to go into the trades from all areas of the province. It is important to remember, however, that students need to graduate with knowledge that will help them get a job in the industry as no one gets into a trades apprenticeship without getting a job first.

If we want more journey persons in BC, then we need to help those high school students find their first job in the industry and move into an apprenticeship. The ability to fill more apprentice seats at post-secondary institutes will also rely heavily on this scenario, requiring industry to hire and sponsor before enrolment in an apprenticeship program can begin.

Quite simply, in order to increase skilled workers in key sectors in British Columbia, we need to support collaborative relationships between industry and post-secondary institutions starting in the secondary school shop class environment.

In keeping with the goals and strategies outlined in the *BC Skills for Jobs Blueprint: Re-engineering Education and Training*, it is our belief that refitting secondary school shops with state of the art equipment and supporting existing centres of excellence will go a long way towards attracting and engaging more high school students in developing the technical skills required to successfully pursue post-secondary trades training. To be identified as a centre of excellence a school district would have to be not only supportive of trades training both at a Board level and within the administration of the school, but they would also have a positive relationship with the local post-secondary institutions involved in apprenticeship training for the trades and have made efforts to connect with local industry. Indicators of excellence would be the numbers of students participating in not only shop classes but also in dual credit and Ace-It programs.

Furthermore, given the critical importance of **getting hired by an employer** in order to become an apprentice, it is essential employers/industry be more closely engaged with K-12 educators to ensure that, in addition to technical trades related skills, students graduate with practical workplace skills (i.e. including Essential Skills like problem solving, working with others, communication) to prepare them for employment.

2. Project Purpose

To develop teaching and learning resources that will provide better opportunities for secondary school graduates to get jobs in the construction industry upon graduation that will lead to apprenticeship in the trades.

Terms of Reference: Labour Market Partnerships Contribution Agreement

3. Project Partners

The BC Construction Association will lead this project.

In addition to the Ministry of Jobs, Tourism and Skills Training, the BCCA will work with the Ministry of Education, and the Ministry of Advanced Education (initial meetings already underway with representatives of Education & Advanced Education); we will also partner with Skills Canada BC; the BC Industry Training Authority; the BC Colleges Association; BC Association of Trades and Technical Administrators; the BC Tech Ed Association and the Construction Foundation of BC.

The primary role of the partners will be to inform and provide direction in the development of the Learning Profile through participation on an advisory committee.

The Construction Foundation of BC will provide funds for equipment purchases once the Learning Profile is completed and ready for implementation. A proposal has been submitted to Western Economic Diversification, which includes funds to not only purchase equipment, but also support implementation of the Learning Profile in one urban and one rural setting in BC.

4. Project Objectives

The objective of this project is to develop a "Learning Profile" for secondary school students that will prepare them for their first job in the Construction Sector and sponsorship into a trade apprenticeship. Designed to supplement and update existing K-12 construction trades curriculum and learning resources, the Learning Profile is essentially a plain language checklist of current workplace knowledge, skills, competencies expected by employers for new hires. The Profile would identify in both a rural and an urban setting the ideal physical environment (facilities, equipment, classroom, jobsite) and the ideal learning conditions (such as qualified and experienced instructors, access to relevant learning experiences, pathways to careers in the skilled trades) that would lead to a job in the industry. It would also seek to outline the characteristics of the job ready student based on input from employers in the trades.

Development of the Learning Profile will include looking at current K-12 learning environments across the Province to identify centres of excellence and augmenting those existing programs and standards with information from industry employers regarding the skills sets they most value in deciding on a hire (example: attitude, ability to manage heights, safety on the job, and so forth).

The Learning Profile will serve to inform and assist secondary schools and districts supportive of applied learning for the construction industry, including schools that offer shop classes, ACE-IT programs, Secondary School Apprenticeships, and dual credit programs relevant to the industry.

The Learning Profile will also identify the appropriate equipment required to teach the students to current industry standards and enable industry and other interested parties to assist in the purchase of equipment where gaps currently exist. This equipment will support the learning outcomes expected by employers and should also match up with the type of equipment that students will be encountering on the jobsite and in colleges once they are sponsored into apprenticeship programs.

High school students taught using the Learning Profile will benefit upon graduation as they will have a higher likelihood of getting that first job in the construction industry. Employers in the construction industry, particularly the small to medium size companies will also benefit as they will have more access to workers with the right skill sets that can potentially be sponsored into apprenticeship.

Terms of Reference: Labour Market Partnerships Contribution Agreement

5. Measurable Results

Success will be measured through piloting the profile within participating school districts and comparing and tracking the numbers of secondary school trades graduates who get hired in the construction industry upon graduation before and after implementation of the Learning Profile resource.

The BCCA Skilled Trades Employment Program (STEP), funded through the Ministry of Jobs, Tourism and Skills Training is putting new emphasis on connecting high school graduates with employment upon graduation. Their success at such placement prior to the implementation of the pilot will provide a baseline against which to test the application of the new Learning Profile.

6. Project Duration

The project would be initiated in January, 2015 and be completed by the December 2015.

7. Proposed Project Activities, Timeframe and Budget

Working with the Ministry of Education and the Ministry of Advanced Education the BCCA will host a series of industry forums across the province to collect information from employers and other stakeholders who hire and train apprentices regarding the skill sets they most value in new hires. We will put particular emphasis on demand trades where the most job opportunities will present to high school graduates. Demand trades anticipated for the next five years include, the metal trades, (welding, metal fabrication, pipefitting), mechanics (heavy duty, automotive, diesel, refrigeration), roofing, carpentry (especially formwork and framing) and heavy equipment operators.

Building on the information garnered from the industry forums, we will engage in further research such as, identifying existing centres of excellence in BC or in other jurisdictions in Canada or abroad, and present a final report (i.e. the Learning Profile) that details the ideal skill sets, teaching environment, and equipment required to best prepare the secondary student for a job in the construction industry.

An advisory committee will provide direction and oversight to the project. This committee will include representatives from:

- the Ministries of Education, Advanced Education, and Jobs, Tourism, and Skills Training
- the Colleges
- the BC Tech Ed Association
- Construction Employer groups
- Skills Canada BC
- BC & Yukon Building Trades
- WorkSafeBC
- Industry Training Authority

The resulting report will be available to all school districts, and will be distributed electronically and posted online. The Ministry of Education is considering providing an endorsement on the graduation certificate for all students who are trained under the Profile to enable easier recognition by employers. The Learning Profile will also inform the Construction Foundation of BC and its Project Shop Class Advisory Committee as they purchase new equipment for participating schools.

Terms of Reference: Labour Market Partnerships Contribution Agreement

A proposal is currently under review through Western Diversification for funding to pilot the Learning Profile in an urban and a rural setting. Funding from WD would go towards the cost of equipment to outfit the schools/districts that undertake the pilot. This pilot project includes partnership with colleges, school districts and industry.

Activities (by phase)	Proposed Timeframe	Estimated Cost
Establish Oversight Committee	January 2015	\$ 2,000
Hire Facilitator (approx. 4/day month @1000)	January – December 2015	\$28,000
Industry Forums (minimum of four across BC)	Spring 2014	\$14,500
Consultant for research/report	2015	\$30,000
Workshop at BC Technical Educators Association at annual conference	Fall 2015	\$ 5,000
Travel (in province only)	2015	\$ 5,000
Secretarial/Technical support	2015	\$ 2,000
Administration	2015	\$ 8,500
Total		\$ 95,000

8. Summary of Proposed Contributions Supporting this LMPP Project

There are a number of organizations across BC that contribute their time to Project Shop Class (listed on page 3) and who have agreed to volunteer their time to sit on the oversight committee for the Learning Profile project. The estimation of their in-kind contribution is noted below

In addition, there are a number of funding sources (both government and industry) that are currently making decisions on the level of contribution they are prepared to make towards Project Shop Class.

For the Learning Profile that will inform Project Shop Class and the equipment purchases going forward:

Contribution Source	Financial		In-kind		Total
	Confirmed	Requested	Confirmed	Requested	
Construction Foundation of BC	380,000		12,000 (includes Project Shop Class Advisory Committee oversight) 10 ½ day meetings of 10 members @\$30/hr)		392,000
BC Construction Association	75,000		50,000		125,000
Western Diversification		2,000,000			2,000,000
Northern Dev. Initiatives Trust	250,000				250,000
Total financial and in-kind contributions	705,000	2,000,000	62,000		2,767,000

Terms of Reference: Labour Market Partnerships Contribution Agreement

9. Plan for Distribution of Information and/or Products

The Learning Profile that is developed will go through the Ministry of Education for approval, and ultimately, the Ministry hopes to be able to provide a Letter of Endorsement for students taught in accordance with the Learning Profile.

It is intended therefore that the Learning Profile will be distributed to all school districts, independent schools and post-secondary organizations involved in trades training. The Profile will also be posted on line through the BCCA and the Construction Foundation of BC as it will be the guideline for schools seeking financial assistance for new shop class equipment.

In addition, the Learning Profile will be presented at relevant secondary school teacher professional development events, including the BC Technical Educators Association conference in Fall 2015.

10. Project Considerations/Risks


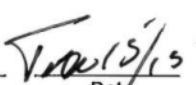
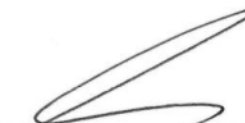
It is imperative, given the sensitivities and complex relationships in relation to trades training, that all stakeholders be included in the process, including relevant government ministries, agencies, secondary schools, colleges and industry. Without this consultation and inclusivity up front, it will be very difficult to implement the results. However, the objectives are not controversial and we should be able to get that buy-in.

11. Plan for Sustainability

The Construction Foundation of BC will continue to raise money for Project Shop Class over the next five years. With a steady source of funding for new equipment, the impetus for implementing the Learning Profile will continue and hopefully once implemented, the resulting job opportunities for graduates will provide a transformation of the current attitudes around trades training in the secondary schools of BC.

We are also hopeful that should our Skilled Trades Employment Program continue we will be able to assist with increasing the numbers of graduates who find jobs and move into apprenticeships.

12. INITIALS OF SIGNATORIES TO THE AGREEMENT

					2015 Jan 19
Coordinator	Date	Coordinator	Date	Province of British Columbia	Date

SCHEDULE B ELIGIBLE COSTS

NAME OF COORDINATOR:

BC Construction Association

1. Subject to the terms and conditions in this Schedule, the costs set out in the Project Budget below are Eligible Costs for the purposes of this Agreement, subject to change only with the Province's written approval. For greater certainty, any costs not specifically listed shall be ineligible unless authorized in writing by the Province.
2. Costs are eligible costs only if they are, in the opinion of the Province,
 - a) directly related to the Project, and
 - b) reasonable.
3. (1) Subject to subsection (2), only those costs with respect to which the Coordinator has incurred an obligation during the Funding Period and received goods and services by the end of the Funding Period are Eligible Costs. No costs incurred prior to or following the Funding Period are Eligible Costs.
 (2) If under the terms of this Agreement, the Coordinator is required to provide to the Province an audit report following the expiry of the Funding Period and if the cost of the audit is otherwise an Eligible Cost, the cost of the audit is an Eligible Cost notwithstanding that it is incurred outside the Funding Period.
4. The portion of the cost of any goods and services purchased by the Coordinator for which the Coordinator may claim a rebate of any federal or provincial tax or duty is excluded from Eligible Costs and not eligible for reimbursement under this Agreement. The Coordinator shall, as far as reasonable and practical, take advantage of any rebate of any federal or provincial tax or duty that may be available to the Coordinator.
5. Travel, meals and accommodation costs will be reimbursed at rates not exceeding the rates paid for Group II employees of the Province set out in the Public Service Agency Policy Statement 17 - Travel and the Appendix 1 - Travel Allowances, which are attached to Schedule B, and in any applicable Treasury Board (British Columbia) Orders and Directives.
 - Coordinators will only be entitled to reimbursement of travel expenses as specified by contract. Proof that the expenses have been incurred must be attached to the travel claims.
 - Coordinators registered with the Canada Revenue Agency (CRA) for HST purposes are entitled to claim input tax credits on the HST portion of their travel expenses and deduct these amounts before they invoice ministries.
 - Coordinators that are Small Suppliers for CRA purposes (with total annual revenues from taxable supplies not exceeding \$30,000) are not required to, but can voluntarily register with the CRA for HST purposes to claim input tax credits.
6. Where the cost of purchasing, leasing or renting a capital asset exceeds \$1000, the Coordinator must obtain the written authorization of the Province prior to acquiring the asset unless the capital asset item has been specifically identified in the Project Budget below.
7. The portion of any cost in respect of which the Coordinator has, or is entitled to receive a contribution from another level of government or other source is not eligible for reimbursement.

Budget Flexibility

8. (1) The Coordinator may make adjustments to vary the subtotal amount allocated for the following cost categories:
 - (a) The Coordinator may make adjustments to vary, by up to 10%, the sub-total amount allocated for the following cost categories:
 - 2: Professional fees
 - 3: Travel
 - 4: Capital Assets
 - 5: Audit Costs
 - 6: Other Activity Related Direct Project Costs
 - (2) The Coordinator shall notify the Province in writing of any adjustments to the Project Budget under this section.
 - (3) The Coordinator may not make adjustments under subsection (1) if such adjustments result in any increase in the amount of total contribution from the Province.
 - (4) The Coordinator may not make any adjustments to the amounts allocated for the contribution from the Province shown opposite each specific line item cost shown in the Project Budget under the "Salaries and Wages Costs" category, without prior approval from the Province.
 - (5) Any adjustments to the Project Budget with respect to the cost categories described therein, other than those authorized under subsection (1), must be approved by the Province prior to the adjustment being made.
 - (6) In the event that the Coordinator makes an adjustment under subsection (1) with respect to the "Capital Assets Costs" category as a result of the purchase of a Capital Asset, the Coordinator must notify the Province of this purchase.

10.1 The Coordinator declares that it has received or is entitled to receive the following financial assistance for the Project from other sources:

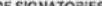
1. \$ _____ from _____
2. \$ _____ from _____
3. \$ _____ from _____
4. \$ _____ from _____
5. \$ _____ from _____
6. \$ _____ from _____

10.3 If following the signing of this Agreement, the Coordinator receives any financial assistance for the Project from another source, other than those referred to in section 10.2, the Province may, at its discretion, reduce its contribution by such amount as it considers appropriate, up to the amount of the additional assistance received or if the Province's contribution has already been paid, it may require repayment of such amount. Upon receipt of notice to repay under this section, the Coordinator agrees to repay the amount as a debt due to the Province.

11. Set out below is the List of Eligible Costs

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12. INITIALS OF SIGNATORIES TO THE AGREEMENT

COORDINATOR	DATE	COORDINATOR	DATE	PROVINCE OF BRITISH COLUMBIA	DATE
	01/15/15				

2015 Jan 19

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for GST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2013 the private mileage allowance is \$.52 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html#suppliers. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required.

PAI (personal accident insurance) will not be reimbursed. CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) Private lodging (receipts are not required):

\$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the ministry director must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST. A contractor with a GST registration number can claim input tax credits from Canada Revenue Agency.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.

17. Policy Statement – Travel

This policy statement covers reimbursement of reasonable travel expenses necessarily incurred while travelling on government business away from an employee's normal work location. It applies to employees appointed under the *Public Service Act* as well as Order in Council appointees.

When business travel is required to achieve program objectives, it is to be planned and carried out in the most efficient and cost effective manner, taking into account economy, travel and accommodation costs, travel time, and other related expenses.

NOTE: For purposes of this directive, where the terms "Ministry" and "Deputy Minister" are used, these will also include Special Offices, Boards, Commissions and Agencies of the Province and the chief executive officers of these organizations, as applicable.

Definitions

"assigned parking"

means parking spaces that are administered by the Minister responsible for assigned parking and which are paid for by the individual employee/appointee and which are allocated as and when available;

"authorized vehicle"

means government, leased, visitor, and properly identified employee vehicles;

"designated parking"

means those parking spaces that are leased directly by a ministry from the Accommodation and Real Estate Services, Ministry of Labour and Citizens' Services;

"Group I"

means all employees and Order in Council appointees not specifically included in or designated for reimbursement under Groups II and III;

"Group II"

means all persons in positions evaluated under the Management and Salaried Physicians' Job Evaluation Plans who are not covered under Group III. It also includes all members and managerial employees appointed to part-time or full-time positions on Boards, Commissions or Agencies;

"Group III"

means all persons with the status of Deputy Minister, Associate Deputy Minister, Assistant Deputy Minister, and those in positions classified at levels 9 through 12 of the Management Job Evaluation Plan. It also includes the Chief Provincial Court Judge, the Associate Chief Provincial Court Judge, full and part time Provincial Court Judges and all persons appointed as ministerial or executive assistants to a Minister;

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"headquarters or geographic location"

means that area within a radius of 32 kilometres of where an employee/appointee ordinarily performs his/her duties. When an employee/appointee is relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

"travel status"

means the absence of the employee from the employee's designated headquarters or geographic location to carry out Government business with the approval of the Employer. Travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees.

Air Travel

Employees/appointees travelling by air on Employer business or undertaking ministry operations requiring the use of chartered aircraft will use recognized commercial or charter companies piloted by professional pilots.

Employees/appointees are not authorized to fly private or personally rented aircraft on Employer business. Such unauthorized travel will not be eligible for travel expense reimbursement, air travel insurance, or Workers' Compensation Board coverage.

Use of Government Owned or Leased/Rented Vehicle**Use Restrictions**

Government owned and leased/rented vehicles are for use on government business only. Where not otherwise covered in a collective agreement or the *Terms and Conditions of Employment*, such use includes reasonable incidental personal use of the vehicle while on travel status (i.e., for meals or a movie, etc.). Other personal use of these vehicles is limited to those activities that have been specifically authorized in advance by the Employer.

Dependents

An employee/appointee travelling on Employer business in a government owned or leased/rented vehicle may be accompanied by a spouse and/or dependents. Insurance coverage is afforded to family members, equivalent to that available under a standard vehicle insurance policy; however, only the employee/appointee is permitted to drive the vehicle. Any additional travel expenses incurred by a spouse and/or dependents are the responsibility of the employee.

Casual Passengers

Other than in emergency, severe weather, or life threatening situations, employees/appointees travelling in government owned or leased/rented vehicles are not to provide transportation to private citizens or off duty employees/appointees.

Use of Private Vehicle**Required Use of Private Vehicle**

Where, as a condition of employment, employees/appointees are required to use their own vehicles in the performance of their duties, this requirement will be included in any recruitment notices published for the position.

Use Within Headquarters/Geographic Location

Employees/appointees who use their private vehicle within their headquarters or geographic location on Employer business will be reimbursed for receipted parking charges, transportation toll costs, and the distance driven in a private vehicle, in accordance with applicable sections of Appendix 1.

Insurance

All private vehicles used on the Employer's business are required to carry at least \$500,000 third party liability coverage and, where applicable, business use coverage as required by the Insurance Corporation of British Columbia.

Minimizing Risk

Based on the nature and circumstances of the travel that must be carried out, the types of private vehicles authorized for use on the Employer's business are to provide reasonable personal protection to the employee/appointee and ministry clients to minimize the risk of personal injury and potential liability to the Crown.

Damage to Private Vehicle

Damage to an employee/appointee's private vehicle, as a direct result of employment with the Province, will be reimbursed where provided for by the applicable collective agreement or Terms and Conditions of Employment, in accordance with Appendix 1.

Vehicles—General

Firearms in Vehicles

Firearms of any description are not to be carried in any vehicle being used on the Employer's business unless the firearm is required for the employee/appointee's duties, has been specifically authorized for such uses and is safely transported under approved conditions.

Parking Assignment

Accommodation and Real Estate Services, Ministry of Labour and Citizens' Service provides parking for government ministries and agencies. Available parking is administered in accordance with provisions within Appendix 2.

Foreign/Extended Travel

Employees/appointees posted from British Columbia to a foreign location or hired locally in a foreign location who are required to travel on the Employer's business while in the local area, will be reimbursed travel expenses in accordance with Appendix 1.

Employees/appointees required to travel away from their headquarters for extended periods will be afforded the opportunity to return home as provided for in the appropriate collective agreement or *Terms and Conditions of Employment*.

Meals

Meals within headquarters or geographic location are reimbursed in accordance with the provisions of an applicable collective agreement, *Terms and Conditions of Employment*, or Appendix 1. Meal expense reimbursement rates for travel to and from the United States, and all other foreign locations, are also outlined in Appendix 1.

Relocation

Eligibility for reimbursement of travel expenses incurred during relocation, for employees/appointees and dependents, is set out in Terms & Conditions of Employment for Excluded Employees/Appointees or applicable collective agreement. The rates for eligible travel expense reimbursement are specified in Appendix 1.

Injury, Loss, and/or Damage

Injured Employee Transport

An employee/appointee injured on the job and requiring medical care will be transported to appropriate medical services by the Employer, or at the Employer's expense. Return transportation to the work site or the employee/appointee's local accommodation (as appropriate) will also be provided or paid for by the Employer.

Vehicle Damage

Where vehicle damage has occurred, it must be reported, and ministries must verify this damage happened in the course of an employee carrying out Employer business, in accordance with Treasury Board Directives.

The Risk Management Branch will adjudicate the claim and notify the relevant ministry of their findings. The claim will be paid from that ministry's funds.

Personal Property Loss/Damage

Instances of extraordinary personal property damage or loss must be reported, in accordance with Treasury Board Directive. In addition, ministries must verify that this damage or loss: occurred while the employee was on Employer business; was for items pertinent to that business, all access to recovery through other avenues (personal insurance policies, action against other responsible parties) has been exhausted, and reasonable recovery efforts have been made.

An employee/appointee may be reimbursed for extraordinary loss of or damage to personal property pertinent to the performance of his/her duties, in accordance with the provisions of the applicable collective agreement, *Terms and Conditions of Employment*, or Appendix 1.

The Risk Management Branch will adjudicate the claim and notify the relevant ministry of their findings. The claim will be paid from that ministry's funds.

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Administration

Reimbursement of Expenses

Reimbursement of business travel expenses for Group I, II and III employees/appointees will be in accordance with the rates and provisions contained in Appendix 1. Administrative and claim procedures for reimbursement, published by the Office of the Comptroller General and Risk Management Branch, should also be referenced.

Discretion

Where Group I and II employees/appointees are required to attend a government function, with the Minister, Parliamentary Secretary, Deputy Minister or Associate Deputy Minister, the Deputy Minister may authorize a higher per diem or meal rate (Group II or III) for the duration of the function.

Travel Advances

Employees/appointees required to travel on Employer business, who have not been issued a corporate credit card, may request an accountable travel advance to cover the anticipated travel expenses.

Responsibilities

The *Minister responsible for the BC Public Service Agency* is authorized to:

- establish and revise the business travel expense and loss or damage policies and rates of reimbursement;
- approve business travel expenses of an unusual or unique nature not otherwise covered in this directive;
- negotiate travel expense reimbursement rates with the bargaining units;
- establish and revise the policies for allocating available assigned parking spaces to bargaining unit employees;
- assign administrative responsibility for business travel expenses, loss or damage claims and employee/appointee parking;
- delegate any or all of these responsibilities.

The *Minister responsible for assigned parking* is authorized to:

- administer assigned parking spaces and allocate these to employees/appointees;
- delegate any or all of these responsibilities.

Accommodation and Real Estate Services, Ministry of Labour and Citizens' Services is authorized to:

- establish the number and standard of parking facilities to be provided for ministry and employee/appointee use;
- set the rates that Ministries are charged for designated parking spaces;
- allocate designated parking spaces to Ministries and Crown agencies;

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- delegate any or all of these responsibilities.

The *Comptroller General* is authorized to:

- establish and amend administrative procedures to implement this directive;
- publish business travel claim procedures;
- delegate any or all of these responsibilities.

The *Minister responsible for the Risk Management Branch* is authorized to:

- establish and amend loss or damage claim policies and administrative procedures to implement the claim provisions of this directive;
- delegate any or all of these responsibilities.

Accountabilities

The *Associate Deputy Minister responsible for the BC Public Service Agency* is accountable for ensuring that:

- required negotiations are concluded with the bargaining units;
- revisions and updates to the business travel policies and rates are distributed to Ministries and the Comptroller General;
- revisions and updates to the assigned parking policies are forwarded to ministries and the Minister of Labour and Citizens' Services.

The *Deputy Minister responsible for assigned parking* is accountable for ensuring that:

- available assigned parking spaces are allocated and administered;
- parking fees from assigned parking are collected and remitted.

Accommodation and Real Estate Services, Ministry of Labour and Citizens' Services is accountable for ensuring that:

- the parking provided is marked, maintained and policed.

The *Comptroller General* is accountable for ensuring that:

- administrative procedures are in place to process business travel expenses;
- instructions are provided to all staff involved in administering business travel;
- records of business travel expenses are kept and statistical data provided as required.

The *Risk Management Branch* is accountable for ensuring that:

- administrative procedures are in place to process private vehicle damage claims and personal property loss or damage claims;
- instructions are provided to all staff involved in processing loss or damage claims;
- all damage and loss claims are adjusted;
- reports and statistical data are provided to ministries and agencies as required, including an annual summary of the number/type of claims filed and the amount requested; and the number of such claims accepted/rejected and the final amount paid for each claim;
- records of damage and loss claims are kept.

Deputy Ministers are accountable for ensuring that:

- business travel authorized is the most appropriate method of accomplishing program objectives;
- the means of travel approved represents the lowest cost alternative taking into account transportation, accommodation, travel time and other related costs;
- administrative procedures are in place to authorize, control and pay damage and loss claims;
- administrative procedures are in place to authorize, control and record business travel costs;
- administrative procedures are in place to allocate, control and pay for designated parking within the Ministry;
- information on business travel and parking allocation policies are provided to Ministry staff;
- mandatory accounting and reporting procedures are adhered to.

✓

PRIVACY PROTECTION SCHEDULE

(SCHEDULE C)

This Schedule forms part of the agreement between the Province of British Columbia (the "Province") and
BC Construction Association (the "Coordinator")
respecting Employment and Labour Market Services File Number C15SP015 (the "Agreement").

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business number, business address, business email or business fax number of the individual; to be contacted and includes the name, position name or title, business telephone
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Coordinator as a result of the Agreement or any previous agreement between the Province and the Coordinator dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Coordinator is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Coordinator may only collect or create personal information that is necessary for the performance of the Coordinators obligations, or the exercise of the Coordinators rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Coordinator must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Coordinator must tell an individual from whom the Coordinator collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Coordinator must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Coordinator or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Coordinator receives a request for access to personal information from a person other than the Province, the Coordinator must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Coordinator to provide such access and, if the Province has advised the Coordinator of the name or title and contact information of an official of the Province to whom such requests are to be made, the Coordinator must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Coordinator must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Coordinator of the date the correction request to which the direction relates was received by the Province in order that the Coordinator may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Coordinator must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Coordinator disclosed the information being corrected or annotated.
11. If the Coordinator receives a request for correction of personal information from a person other than the Province, the Coordinator must promptly advise the person to make the request to the Province and, if the Province has advised the Coordinator of the name or title and contact information of an official of the Province to whom such requests are to be made, the Coordinator must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Coordinator must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Coordinator must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Coordinator must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

PRIVACY PROTECTION SCHEDULE

(SCHEDULE C)

Use of personal information

15. Unless the Province otherwise directs in writing, the Coordinator may only use personal information if that use is for the performance of the Coordinators obligations, or the exercise of the Coordinators rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Coordinator may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Coordinators obligations, or the exercise of the Coordinators rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Coordinator must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Coordinator may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Coordinator:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Coordinator knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Coordinator must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Coordinator may have to provide the notification contemplated immediately notify the Province. In this section, the phrase "unauthorized disclosure of disclosure of personal information in its custody or under its control, the Coordinator must by section 30.5 of the Act, if the Coordinator knows that there has been an unauthorized personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Coordinator, enter on the Coordinators premises to inspect any personal information in the possession of the Coordinator or any of the Coordinators information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Coordinator must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Coordinator must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Coordinator as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Coordinator acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance




23. If for any reason the Coordinator does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Coordinator must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Coordinator, terminate the Agreement by giving written notice of such termination to the Coordinator, upon any failure of the Coordinator to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Coordinator" in this Schedule includes any subcontractor or agent retained by the Coordinator to perform obligations under the Agreement and the Coordinator must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Coordinator in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Coordinator must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Coordinator to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

31. INITIALS OF SIGNATORIES TO THE AGREEMENT					
					
COORDINATOR	COORDINATOR	DATE	DATE	PROVINCE OF BRITISH COLUMBIA	DATE

2015 Jan 19

MINISTRY OF JOBS, TOURISM AND SKILLS TRAINING

GOVERNMENT TRANSFERS REVIEW FORM

Transfer Recipient: Employers, industry, sector associations, trainers, community groups, and communities in British Columbia

Transfer Type:

☐ Grant (STOB 77) ☐ Entitlement (STOB 79) ☒ Shared Cost Arrangement (STOB 80)

Program/Division: Labour Market Partnerships Program

Program Contact/Phone Number: Suzanne Ferguson/250.387.3661

Approval Process:

Government Transfers must be approved by a ministry Expense Authority who must complete and sign the Government Transfers Review Form (this document) and submit it to the ministry's Chief Financial Officer (CFO) for review and sign off. The CFO is required to attest that due diligence has been performed on the Government Transfer and the following:

- The Transfer Request clarifies the Program's objectives, provides justification for the expenditure, and determines the minimum requirements to proceed with the government transfer initiative; and
- The Transfer Request provides the framework for meeting the Program's accountability requirements in the planning, monitoring, and reporting of government transfers.

See the Government Transfer Request Guide for requirements and expectations to consider in completing the Government Transfer Review Form.

Background and Strategic Context

Describe the nature of the transfer and the recipient. What program need or benefit does the transfer fulfill and how does it align with the Ministry's Service Plan?

Labour Market Partnerships (LMP) is a program used by the Province of British Columbia to encourage, support and facilitate labour force adjustments and human resource planning activities that are in the public interest. LMP funds projects that encourage and support employers, employee and/or employer associations and communities in developing and implementing strategies for dealing with labour force issues and meeting BC's current and future human resource requirements.

Financial Impact

What is the total fiscal impact on the Ministry's budget (by year if multiyear)? Is the transfer a one-time payment or will there be on-going payments? Are there stipulations attached to the funding? If so, who will monitor the performance on the stipulations?

Labour Market Partnerships funding is provided by the Ministry of Social Development and Social Innovation (SDSI) through the Canada-British Columbia Labour Market Development Agreement. All expenses and activities are recovered from SDSI. There is no impact on provincial funding.

MINISTRY OF JOBS, TOURISM AND SKILLS TRAINING

GOVERNMENT TRANSFERS REVIEW FORM

Transfer Recipient/Benefits

Describe the scope or extent of benefits that would be created by the transfer and describe the nature of the client group that will benefit (seniors, community groups etc.).

The Labour Market Partnerships Program is a key resource to work with industry, employers, employees and communities in addressing their labour market and human resource needs.

Priority for funding is based on the ability to address one or more of the following priorities:

- Strategies to address labour market or human resources issues in areas of proven high occupational demand;
- Facilitating labour market development, growth and creating jobs in new and emerging sectors;
- Labour market issues related to transferable and essential skills;
- Assisting industries and/or communities in transition;
- Increasing labour productivity in BC;
- Increasing labour market, post-secondary education and skills training participation of groups under-represented in the labour force e.g. Aboriginal persons, immigrants and persons with disabilities; and
- Providing a quick response mechanism to address labour market imbalances.

Identify Risks

Identify specific risks of the initiative, including the risk of not moving forward. How will you mitigate these risks?

Lack of program funding will reduce the province's capacity to encourage, support and facilitate labour force adjustments and human resource planning activities to ensure that BC has the skilled workforce it needs for the future. Without LMP funding, employers, employee or employer associations, community groups and communities would lack support to develop plans and strategies to meet their human resource requirements. JTST has an MOU with SDSI to deliver the LMDA to FY 2016/7. The Province is currently working with the Government of Canada to extend the current LMDA.

Evaluation and monitoring

How will you know whether the objectives of the transfer have been met? Do you have clearly established success criteria? Have you addressed performance targets or milestones that are required to be met and included a reporting requirement?

Project activities and deliverables are defined in the contract. Program managers provide oversight to ensure that projects are within scope, time and budget by attending project meetings, reviewing and approving project expenses, conducting on site monitors, approving procurement processes, and establishing relationships with LMP agreement holders.

MINISTRY OF JOBS, TOURISM AND SKILLS TRAINING

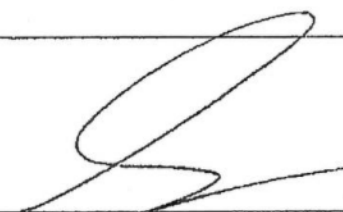
GOVERNMENT TRANSFERS REVIEW FORM

Additional approvals


Are there any additional approvals needed from either Cabinet or Treasury Board? Is legislation required?

No additional approvals required.

Expense Authority Approval


Suzanne Ferguson

A/CFO Review


~~Murray Jacobs~~ Tracy Campbell.

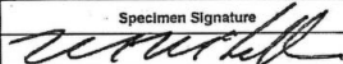
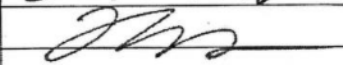
APPLICATION FOR FUNDING

All applicants must complete this form
Section 1: Applicant Information

Official Use Only
File number:

Program under which you are applying Labour Market Partnership			
Name of Applicant BC Construction Association			
Legal Name of Applicant (if different)			
Mailing Address 401-655 Tyee Road		City/Town Victoria	Province BC
Postal Code V9A 6X5	Area Code/Telephone Number: (250) 475-1077	Area Code/Fax Number (250) 475-1078	
E-mail Address abigailf@bccassn.com			
Location of Activity (if different from mailing address of applicant)			
Address		City/Town	Province
Postal Code		Postal Code	
Name and Title of Contact Person		Area Code/Telephone Number (if different) ()	Area Code/Fax Number (if different) ()
E-mail Address (if different)		Organization Established (Y/M/D) 1970/01/01	
Language Correspondence <input checked="" type="radio"/> English <input type="radio"/> French Service <input type="radio"/> English <input type="radio"/> French		Major Product or Service Learning Profile for High School Shop Classes	
Organization Type (Please select the organization type that best describes your organization from Appendix A of this form and enter it here) Association of Employers			
Number of Employees (if applicable) 62		Business No. (Canada Customs and Revenue Agency) 124370875	
Incorporation No. S-0008722		GST or HST Rebate Number 1243708750RT0001	Rebate 57 %

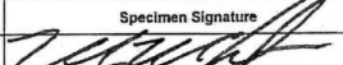
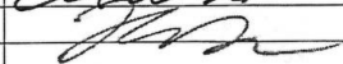
Legal Signing Officers for Agreement Purposes (According to Letters Patent or Other Incorporating Documents)

Title	Name	Specimen Signature
President	Manley McLachlan	
Vice-President	Abigail Fulton	

How many of the above signatures (according to your letters patent or other incorporating documents) are required to bind your organization into a legal agreement? 1

What combination of signatures (according to your letters patent or other incorporating documents) are required to bind your organization into a legal agreement? 1

Legal Signing Officers for Cheque Purposes Please provide name, title and specimen signature of the person(s) authorized to sign.

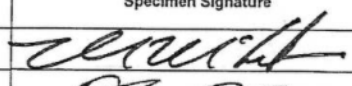
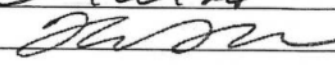
Title	Name	Specimen Signature
President	Manley McLachlan	
Vice-President	Abigail Fulton	

How many signatures are required to sign a cheque on behalf of your organization? 1 or 2

What combination of signatures is required to sign a cheque on behalf of your organization? One signature if under \$5000 / 2 signatures if over \$5000

APPLICATION FOR FUNDING

Signing Officers for Payment Claims or other Reports submitted to the Province
(Please provide name, title and specimen signature of the person(s) authorized to sign.)

Title	Name	Specimen Signature
President	Manley McLachlan	
Vice-President	Abigail Fulton	

How many signatures are required to sign a payment claim form or other report submitted to the Province? ▶ 1

What combination of signatures is required to sign a payment claim form or other report submitted to the Province? ▶ 1

Accounting Practices

☒ Internal

☐ External ▶ Telephone number (including area code) ()

Name of accounting firm _____ Name of contact person _____

☐ Manual ☒ Computerized (indicate name of software package) ▶ Syspro

Is it a requirement for your organization to undergo:

☐ an annual audit? ☒ an annual financial review? ☐ not applicable ☐ other (please specify)

If your organization undergoes an annual audit or financial review, when is this regularly performed and by whom?

YYYY MM DD
2014/04/01 Paterson Henn Professional Accountants

When was the last audit your organization received due to a federal or provincial project? YYYY MM DD _____ What were the file number and name of the project? _____

Name of Bookkeeper Jackie Knutson	Area Code/Telephone Number (250) 475-1077	Organization Fiscal Year End (if applicable) YYYY MM DD 2015/03/31
--------------------------------------	--	--

Insurance Coverage

☐ N/A ☐ None ☒ Private Coverage (specify) ▶ Directors & Officers, E & O, Liability, Commercial

Do you have liability insurance?

☒ Yes ☐ No If yes, please specify coverage ▶ 5 million

Workers' Compensation (If Registered)

☒ Rate (per \$100) ▶ \$0.09

Firm Number _____ Account Number 499078

If applicable, has union concurrence for proposed activities been obtained?

☒ N/A ☐ Yes ☐ No

Section 2: Proposal Description and Budget

Project Title Learning Profile for Construction Jobs																
Duration of Activity	from	YYYY	MM	DD	to	YYYY	MM	DD	and from	YYYY	MM	DD	to	YYYY	MM	DD
		2015	01	05		2015	12	31								

Proposal Description: Please attach the following information using the Terms of Reference template. Please also submit an electronic version of the proposal, if possible:

- Project objectives;
- Proposed activities, timelines and estimated costs;
- List all partner organizations, identify their roles and responsibilities, and financial contributions (monetary or in-kind) Please specify whether these contributions had been confirmed at the time of submission of this application;
- Expected results;
- Means by which success will be measured;
- Applicant's background, mandate and expertise;
- Past projects with the governments of British Columbia and Canada and their achievements; and

Section 3: Declaration - Amounts Owing in Default to the governments of British Columbia or Canada.

Note: Completion of this declaration is required only if the amount of funding requested from the Province is \$25,000 or more.

Do you, the applicant, owe any amounts that are in default to the governments of British Columbia or Canada under legislation or agreements?

☐ Yes ☒ No

If yes, please complete the following chart:

Amounts in default owing	Nature of the amount in default owed (taxes, penalties, overpayments)	Name of government ministry or agency to which the amount in default is owed
\$		
\$		
\$		
\$		

Section 4: Note to Applicants regarding lobbyists

The Applicant declares that any person who has been lobbying on their behalf to obtain the contribution that is the subject of this Agreement and who is required to file a return with the registrar pursuant to sections 3 and 4 of the *Lobbyists Registration Act*, S.B.C. 2001, c. 42, as amended from time to time, was compliant with those sections at the time the lobbying occurred.

Personal information collected on this form is collected under the authority of Section 25(c) of the *Freedom of Information and Protection of Privacy Act* and is subject to all of the provisions of that Act. The personal information collected will be used for the administration of the British Columbia Employment and Labour Market Services program for which you have applied. That program is provided by British Columbia under an agreement with Canada made pursuant to section 63 of the EI Act. The personal information collected will also be shared with the Department of Human Resources and Skills Development (Canada) or the Commission to administer the EI Act and could impact your receipt of EI benefits. The Canada Employment Insurance Commission may also use any personal information it receives for policy analysis, research or evaluation purposes. If you have any specific questions concerning the collection, use or disclosure of personal information, please contact Alex Bjelica, Director of Information Access Operations - Citizens' Services at (250) 356-7349

Section 5: Signature(s) (Required)

<p>I/We declare that:</p> <p>a) I/We have read and understood the information provided in this application package;</p> <p>b) the information I/We have provided to the Province in this application and supporting documentation is true, accurate and complete in every respect; and</p> <p>c) I/we have provided the Province with a true and accurate list of all amounts owing to the provincial and/or federal government which are past due and in arrears as of the time of this application to the Province for funding.</p> <p>I/We acknowledge that:</p> <p>d) if any of the information described above is false or misleading, the applicant may be required to repay some or all of the financial assistance that may be approved by the Province; and</p> <p>e) amounts payable to the applicant under any contribution agreement may be deducted from, or set-off against, any such amounts owing to the governments of British Columbia or Canada.</p> <p>I/we authorize:</p> <p>(f) the Minister to disclose all information contained in this application concerning an amount in default owing to a government institution listed above to the institution concerned for the purpose of verifying the amount and status of debt; and</p> <p>(g) the government ministry or agency concerned to disclose to the Minister all particulars and information relevant to the debt solely for the purposes of the administration of my/our application for funding in connection with my/our declaration.</p>		
<p>Applicant Name (please print)</p> <p>Abigail Fulton per BC Construction Association</p>	<p>Position</p> <p>Vice-President</p>	
<p>Signature</p> 	<p>Date YYYY MM DD</p> <p>2014 12 19</p>	
<p>Applicant Name (please print)</p>	<p>Position</p>	
<p>Signature</p>	<p>Date YYYY MM DD</p>	
<p>Official Use Only</p>		
<p>Application Reviewed and Decision made to:</p> <p> <input type="radio"/> Assess <input type="radio"/> Reject <input type="radio"/> Withdraw Signature ▶ </p>		
<p>Print Name</p>	<p>Date</p>	