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AGREEMENT ON THE EXCHANGE OF PERSONAL INFORMATION FOR LMDA
AND RESEARCH AND EVALUATION

POSTED

BETWEEN

The Government of Canada as represented by the Minister of Human Resources
Development and the Canada Employment Insurance Commission.

OF THE FIRST PART

AND

The Government of the Yukon Territory as represented by the Minister of
Education and the Minister of Health and Social Services.

OF THE SECOND PART

WHEREAS Canada and the Yukon entered into the Canada-Yukon Labour Market Development
Agreement (LMDA) on January 24, 1998;

WHEREAS the Yukon Minister of Education and the Yukon Minister of Health and Social
Services (the Yukon Ministers) desire to obtain personal information in the possession of
Canada's Department of Human Resources Development (the Department) and the Canada
Employment Insurance Commission (the Commission) to better administer and enforce the
LMDA and to conduct research in the educational, labour market, and income support experience
of their clients;

WHEREAS Canada's Minister of Human Resources Development considers it advisable in
accordance with section 127 of the *Employment Insurance Act* S.C. 1996, c.23, to authorize the
release of certain personal information obtained by the Department or the Commission, prepared
from the obtained information or prepared about any person under the Act or regulations made
thereunder, to the Yukon Ministers for the purposes stated in section 3 of this Agreement;

WHEREAS paragraph 8(2)(f) of the *Privacy Act* R.S.C. 1985, c.P-21 provides that a government
institution such as the Department or Commission may disclose personal information to the
government of a territory for the purpose of administering or enforcing any law or carrying out a
lawful investigation;

WHEREAS paragraph 8(2)(j) of the said *Privacy Act* provides that a government institution such
as the Department or Commission may disclose to any person or body personal information for
research or statistical purposes if the head of the government institution

- (i) is satisfied that the purpose for which the information is disclosed cannot reasonably be
accomplished unless the information is provided in a form that would identify the
individual to whom it relates, and
- (ii) obtains from the person or body a written undertaking that no subsequent disclosure of the
information will be made in a form that could reasonably be expected to identify the
individual to whom it relates;

WHEREAS it is desirable that the Department and Commission obtain certain personal
information in the possession of the Yukon Ministers in order to effectively carry out its mandate,
namely, to conduct research to ensure that learning, labour market, and income-related policies
and programs are developed and implemented in an effective manner consistent with national
economic and social goals;

WHEREAS it would be desirable that the Department and Commission obtain personal information in the possession of the Yukon Ministers for the proper administration, enforcement and evaluation of the *Employment Insurance Act* and the LMDA;

WHEREAS Paragraphs 36(b), (c) and (l) and section 38 of the Yukon *Access to Information and Protection of Privacy Act* provide that the Yukon Government may disclose personal information to the Department and Commission for the purposes of administering and enforcing the LMDA and to conduct research in the educational, labour market and income support experience of their clients.

THEREFORE, the Parties agree as follows:

1.0 INTERPRETATION

1.1 In this Agreement:

“Commission” means the Canada Employment Insurance Commission;

“Department” means Canada’s Department of Human Resources Development Canada;

“Yukon Ministers” means the Yukon Minister of Education and the Yukon Minister of Health and Social Services;

2.0 PURPOSE

The purpose of this Agreement is to put into place a formal mechanism to exchange personal information between the parties to this Agreement in order to allow them to implement the Canada-Yukon Labour Market Development Agreement, including the conduct of research and evaluation to ensure that learning, labour market, and income-related policies and programs are developed and implemented in an effective manner consistent with national and Yukon economic and social goals.

3.0 USE OF INFORMATION

3.1 Neither party shall use the information provided under this Agreement unless it is for the purpose which is specifically authorized herein.

Information provided by the Federal to the Yukon Government

3.2 The personal information provided by the Department and Commission to the Yukon Ministers for administrative purposes shall only be used to administer, enforce and evaluate the LMDA. This includes activities related to: identification of specific categories of clients, referral, follow up, enforcement and evaluation.

3.3 The personal information provided by the Department and Commission to Yukon Ministers for research and evaluation purposes shall only be used to carry out studies, analyses and evaluations to ensure that Yukon education, labour market and income-related policies, programs and activities, including those of the LMDA, are developed and implemented in a manner consistent with Yukon economic and social goals.

Information provided by the Yukon to the Federal Government

3.4 The personal information provided by Yukon Ministers to the Department and Commission for administrative purposes shall only be used to administer, enforce and evaluate the LMDA. This includes activities related to: identification of specific categories of clients, referral, follow up, enforcement and evaluation.

3.5 The personal information provided by Yukon Ministers to the Department and Commission for research and evaluation purposes shall only be used to carry out studies, analyses and evaluations to ensure that federal learning, labour market and income-related policies, programs and activities, including those of the LMDA, are developed and implemented in a manner consistent with national economic and social goals.

4.0 INFORMATION TO BE EXCHANGED

Information provided by the Department and Commission to the Yukon Government

4.1 Information to be provided for administrative purposes

a) Employment Insurance, Part I

The following personal information will be released to the Yukon Ministers by the Department or Commission upon being provided by Yukon Ministers with the social insurance number and name of the individuals and, where possible, the date of birth and/or address of the individuals, with respect to individuals who have made application for Insurance Benefits under the *Employment Insurance Act*, if such information is available:

- (a) name
- (b) social insurance number
- (c) date of birth
- (d) address
- (e) telephone number
- (f) date of commencement of the benefit period
- (g) claim type
- (h) claim status
- (i) effective date of renewal application
- (j) weekly benefit rate
- (k) number of insured weeks/hours
- (l) number of weeks of entitlement
- (m) claimant report processes including deduction detail
- (n) claim termination date
- (o) actual date claim terminated
- (p) next report to be processed
- (q) number of weeks benefits paid
- (r) agreed deduction
- (s) overpayment balance
- (t) waiting period served
- (u) disentitlements and disqualifications - reasons and effective period
- (v) penalties imposed
- (w) outstanding earnings allocations
- (x) insured earnings
- (y) reasons for separation from employments
- (z) names of employers
- (aa) dates of employment for each employer
- (bb) other personal information as mutually agreed between the parties for the purposes outlined in section 3.

b) Employment Programs and Services

Upon being provided by the Yukon Ministers with the name and social insurance number of the individuals, and where possible, the date of birth and/or address of the individuals, the Department and Commission shall provide to Yukon Ministers the following information, with respect to individuals who are in receipt of, or have been in receipt of, financial assistance or services or benefits under employment benefits and/or support

measures or as a function of the national employment service, if the Department or Commission has possession of it:

- (a) name of intervention
- (b) intervention start/end dates
- (c) intervention payment amount
- (d) intervention withdrawal/termination
- (e) name of employer, sponsor or contractor of intervention
- (f) work history
- (g) assessment of employability, except for opinions from third parties
- (h) occupation
- (i) occupational goal
- (j) educational attainment
- (k) other personal information as mutually agreed between the parties for the purposes outlined in section 3.

The information provided under paragraphs (a) and (b) above shall be used by Yukon Ministers only for the purposes specified in 3.2.

4.2 Information to be provided for research and evaluation purposes

The Commission and Department will communicate to the Yukon extracts from the Longitudinal Labour Force File. The personal information shall be limited to individuals currently or previously resident in the Yukon Territory. This information is also limited to information initially extracted and/or generated from Department/Commission administrative files. This includes such information, if available, as:

- (a) name
- (b) social insurance number
- (c) address
- (d) date of birth
- (e) client type at enrollment (re EI Part I)
- (f) marital status
- (g) number of dependents
- (h) designated group status: disability status, aboriginal (status if available), member of a visible minority community, gender
- (i) assessment regarding employability, except for opinions from third parties
- (j) name of intervention in which individual is involved
- (k) name of employer, sponsor or contractor of intervention
- (l) length of intervention
- (m) cost of intervention, where individual client costs can be determined
- (n) official language preferred
- (o) language in which service received (English, French, other)
- (p) educational attainment
- (q) usual occupation
- (r) occupational goal
- (s) employment status at enrollment
- (t) type of employment obtained
- (u) date of return to work
- (v) length of employment
- (w) earnings
- (x) other personal information as mutually agreed between the parties for the purposes outlined in section 3.

This information shall be used by Yukon Ministers only for the purposes specified in section 3.3.

Information provided by the Yukon Government to the Department and Commission

4.3 Information to be provided for administrative purposes

The following personal information will be released to the Department or Commission by the Yukon Ministers upon being provided by the Department or Commission with the name and social insurance number of individuals, and, where possible, the date of birth and/or address of the individuals. The Yukon Ministers will search their files and provide to the Department and Commission the following information with respect to each individual who is in receipt of Social Assistance, if such information is available.

Information to be released by the Minister of Health and Social Services

- (a) name
- (b) social insurance number
- (c) address
- (d) date of birth
- (e) name of program in which individual is involved
- (f) benefits to the client from the program
- (g) name of employer, sponsor or contractor of program
- (h) start and end dates of program
- (i) withdrawal from or termination date of program
- (j) cost of program, where individual client costs can be determined
- (k) work history
- (l) occupation
- (m) occupational goal
- (n) type of employment obtained
- (o) employability assessment, except for opinions from third parties
- (p) other personal information as mutually agreed between the parties for the purposes outlined in section 3.

This information shall be used by the Department and Commission only for the purposes specified in section 3.4.

4.4 Information to be provided for research and evaluation purposes

The following personal information will be released to the Department or Commission by the Yukon Ministers with respect to each individual who is in receipt of social assistance, if such information is available.

Information to be released by the Minister of Health and Social Services

- (a) name
- (b) social insurance number
- (c) address
- (d) date of birth
- (e) family type
- (f) Income Assistance status at enrollment
- (g) marital status
- (h) number of dependents
- (i) designated group status: disability status, aboriginal (status if available), member of visible minority community, gender
- (j) assessment regarding employability, except for opinions from third parties
- (k) name of program in which individual is involved
- (l) program employer/sponsor name
- (m) length of program
- (n) cost of program, where individual client costs can be determined
- (o) official language preferred
- (p) language in which service received (English, French, other)

- (q) educational attainment
- (r) usual occupation
- (s) occupational goal
- (t) type of employment obtained
- (u) date of return to work
- (v) length of employment
- (w) earnings
- (x) other personal information as mutually agreed upon between the parties for the purposes outlined in section 3.

This information shall be used only for the purposes specified in section 3.5.

5.0 MECHANISM

- 5.1 Information covered by this Agreement should be provided by each party in a mutually agreed format and manner, including paper, microform, and other formats as appropriate. In this regard, Canada and the Yukon agree to review various options to facilitate the sharing of personal information.

6.0 COSTS

- 6.1 Except as addressed in section 10.2 of the LMDA (regarding potential financial support towards the costs of agreed systems connectivity requirements), the costs incurred by a party in the context of this Agreement will be the responsibility of that party, subject to budget approval.

7.0 CONFIDENTIALITY AND USE OF INFORMATION

- 7.1 Each party undertakes to fully maintain, respect and protect the confidentiality of the personal information received under this Agreement, and not to disclose any information under its custody or control as a result of this Agreement to anyone for any purpose other than specifically mentioned in section 3 without the written consent of the person to whom the information relates other than:

- a) for the purposes outlined in section 3;
- b) for a purpose authorized or required by law, including those disclosures authorized under section 36 c, d, i, l, and m and section 38 of the *Yukon Access to Information and Protection of Privacy Act* and/or section 127 of the *Employment Insurance Act* or section 8 of Canada's *Privacy Act*; and
- c) for a consistent purpose as defined in section 37 of the *Yukon Access to Information and Protection of Privacy Act* or as defined in section 7(a) of Canada's *Privacy Act*, and in accordance with the Yukon's and Canada's guidelines and policies.

- 7.2 The parties agree that access to information covered by this Agreement will be:

- a) limited to only those employees, agents or contractors who require access for the purposes listed in section 3; and
- b) only used for the purposes listed in section 3.

- 7.3 The parties undertake to ensure that contractors and agents with whom they deal under this Agreement are bound by the terms and conditions of this Agreement.

- 7.4 For research, statistical and evaluation purposes as outlined in sections 3.3 and 3.5, each party hereby provides a written undertaking that no subsequent disclosure of this

information will be made in a form that could reasonably be expected to identify the individual to whom it relates.

- 7.5 Each party may prepare, or hire consultants to prepare on their behalf, studies, reports and statistical tables based on the data received from the other. It is understood and agreed that these reports may not contain personal information or information presented in such a manner that the identification of certain individuals is possible. Such studies, reports and statistical tables are hereinafter collectively referred to as "reports".
- 7.6 A party shall not release a report it has prepared unless the consent of the other party has been obtained under sections 7.7 to 7.9.
- 7.7 If a party wishes to release a report, it must provide a copy to the other party. The other party shall then normally have thirty calendar days from the date of receipt to examine the report and make known whether it consents to its release in whole or in part.
- 7.8 In determining whether to consent to the release of a report, each party undertakes to govern itself in accordance with the following principles:
- (a) the overriding concern shall always be to fully ensure and protect to the privacy of individuals; and
 - (b) each party shall always act in good faith and shall not unreasonably withhold consent to release.
- 7.9 In keeping with the above, the parties agree that:
- (a) no cells in a statistical table contained in a report shall be based on fewer than ten individuals; and
 - (b) a report shall not represent the characteristics of the employment insurance claimant population as being the characteristics of all unemployed persons as described in the Labour Force Survey prepared by Statistics Canada.

8.0 INFORMATION MANAGEMENT AND SECURITY

- 8.1 The information exchanged under this Agreement shall be collected, administered, maintained, destroyed or disposed of in accordance with:
- (a) in the case of Canada, the *Privacy Act*, the *National Archives Act*, the Human Resources Development Canada Security Policy and Procedures Manual, and supporting operating directives and guidelines covering the administrative, technical and physical safeguarding of the personal information; or
 - (b) in the case of the Yukon, the *Access to Information and Protection of Privacy Act*, the *Archives Act*, Records Management Regulations, and related data security and retention of records directives, policies and guidelines covering the administrative, technical and physical safeguarding of the personal information.
- 8.2 Each party will promptly notify the other parties of an unauthorized disclosure or use of personal information and will furnish the other parties with details of the unauthorized disclosure or use.
- 8.3 In the event of an occurrence described in 8.2 above, the party responsible for the security of the personal information will promptly take all reasonable steps to prevent a recurrence of the event.
- 8.4 In the event of a termination of this Agreement, the personal information held by each party as a result of this Agreement will be maintained, destroyed and/or disposed of in a mutually agreed upon manner in accordance with:

- (a) in the case of Canada, the *Privacy Act*, the Human Resources Development Canada Security Policy and Procedures Manual, and supporting operating directives and guidelines, covering the administrative, technical and physical safeguarding of the personal information; or
- (b) in the case of the Yukon Territory, in accordance with the *Access to Information and Protection of Privacy Act*.

9.0 ACCURACY

- 9.1 Each party will make best efforts to ensure the completeness and accuracy of the information provided to any other under this Agreement. However it is understood and agreed that they cannot guarantee its accuracy and will, therefore, not be held responsible for any damage resulting from the transmission or use of any information that is inaccurate or incomplete.
- 9.2 Each party agrees to review any requests from individuals for correction of personal information that may be in the custody or under the control of that party, in accordance with section 32 of the Yukon's *Access to Information and Protection of Privacy Act* or section 12(2) of Canada's *Privacy Act*.
- 9.3 Both parties agree to make best efforts to keep each other informed of corrections that come to their attention or knowledge.

10.0 ENSURING DATA PROTECTION

- 10.1 The parties agree that they are each responsible for the actions of their own employees, agents and contractors with respect to the collection, disclosure, use, retention, and disposal of personal information in their custody or under their control whether or not the person is or was acting within the scope of his or her employment, agency or contract.
- 10.2 Provided that any disclosure or failure to disclose personal information is done in good faith and reasonable care has been taken to comply with applicable federal or Yukon legislation, the parties shall not assume any liability whatsoever with respect to the misuse of any personal information provided to any other under this Agreement.

11.0 AUDIT OF PERSONAL INFORMATION SHARING


- 11.1 The parties will, separately or jointly, on a periodic and agreed upon basis and format, conduct an audit:
- a) of the practices and procedures employed in the information management process under this Agreement to ensure compliance with applicable federal or Yukon legislation; and
- b) for the detection and control of any improper use or disclosure of shared or exchanged personal information.
- 11.2 The parties agree to develop audit and verification procedures for detecting and controlling misuse of shared personal information.
- 11.3 Any personal information shared for the purposes of audit and verification in section 11.2 shall be the subject of a separate understanding between the parties.

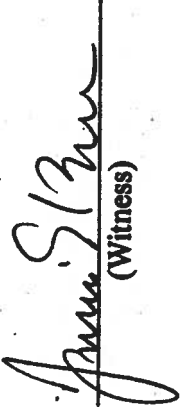
12.0 GENERAL

- 12.1 The parties undertake to give each other notice of any change in policy, regulations or legislation relating to their respective programs that is likely to affect this Agreement.
- 12.2 This Agreement shall commence on, and take effect from, the date on which it is signed by the last of the parties and may be terminated by any party giving three months written notice to the others.
- 12.3 The Minister of Human Resources Development and the Canada Employment Insurance Commission hereby authorizes the Director General, British Columbia/Yukon Region to approve written amendments to this Agreement.
- 12.4 The Yukon Minister of Education and the Yukon Minister of Health and Social Services hereby authorize the Deputy Ministers of Education and of Health and Social Services to approve written amendments to this Agreement.
- 12.5 Any amendment to the Agreement requires the written agreement of all parties referred to in sections 12.3 and 12.4.
- 12.6 Canada and the Yukon agree that the conditions set out in this Agreement do not affect other information sharing agreements between Canada and the Yukon, including the Canada/Government of the Yukon Agreement on the Exchange of Information signed in June, 1993 and amended in November, 1995 and the Assignment of Benefits Agreement signed August, 1993.
- 12.7 Any notice to be delivered in this Agreement may be sent to the party concerned as follows:
- (a) Director General
British Columbia/Yukon Region
Human Resources Development Canada
Library Square Tower
300 West Georgia Street
Vancouver, B.C.
V6B 6G3
 - (b) Deputy Minister
Department of Education
1000 Lewes Boulevard
Whitehorse, YT
Y1A 3 H9
 - (c) Deputy Minister
Department of Health and Social Services
Government of the Yukon
P. O. Box 2703
Whitehorse, YT
Y1A 2C6


IN WITNESS WHEREOF this Agreement has been signed by:

for the Government of Canada:


Hon. Pierre S. Pettigrew
Minister of Human Resources
Development


(Witness)

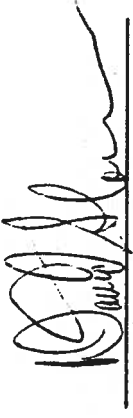
Dec 15/98
(Date)



Mel Cappe
Chairperson, Canada Employment
Insurance Commission


(Witness)

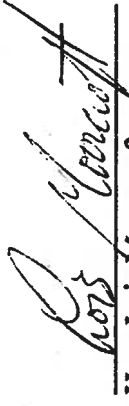
Dec. 2/98
(Date)

for the Government of the Yukon Territory:


Hon. David Sloan
Minister of Health and
Social Services


(Witness)

Nov 2/98
(Date)


Hon. Lois Moorcroft
Minister of Education


(Witness)

Nov 2.98
(Date)