

Table of Contents

Introduction – Page 3

Responses to Recommendations

Recommendation 1 – Page 15

Recommendation 2 – Page 16

Recommendation 3 – Page 17

Recommendation 4 – Page 21

Recommendation 5 – Page 22

Recommendation 6 – Page 25

Recommendation 7 – Page 26

Recommendation 8 – Page 27

Recommendation 9 – Page 28

Recommendation 10 – Page 29

Recommendation 11 – Page 30

Recommendation 12 – Page 33

Recommendation 13 – Page 34

Recommendation 14 – Page 36

Recommendation 15 – Page 38

Appendices

Appendix A(i) - Sample ACC Agenda - August, 2021 - August, 2022

Appendix A(ii) - Health Specific Information Item on TB and Other Disease Reporting

Appendix B - Job Evaluation Rationale - ATIPP Coordinator

Appendix C - Client Guide RFP 2022-52

Appendix D - Ransomware Report Final

Appendix E – List of Non-Disclosure Agreements

Appendix F – List of Privacy Impact Assessments

Appendix G - Interagency Information Sharing Protocol

Appendix H - List of Information Sharing Agreements

Introduction

Thank you for allowing us to appear before you on September 26th and 27th, 2022 to discuss the Information and Privacy Commissioner's 2020-2021 and 2021-2022 Annual reports on the *Access to Information and Protection of Privacy (ATIPP) Act*. During our meeting government officials committed to providing you more information on several topics and we are pleased to be able to provide you with individual responses to your recommendations and additional information on our topics of discussion.

We acknowledge the concerns raised during the hearings, particularly the focus on centralization as a means to address the concerns raised by Information and Privacy Commissioner. Since our appearance, a hybridized approach has been approved and central ATIPP division has been created. The newly established ATIPP division consists of 5 PYs that add key positions of Director and ATIPP Specialists to the existing Manager and Advisor team. We are actively exploring suitable candidates and training opportunities to ensure the highest level of expertise in these roles. It is our expectation that this initiative will not only address the majority of the recommendations put forth by the standing committee, but also significantly enhance the quality of access to information and the protection of privacy for all stakeholders involved. These new positions are an exciting opportunity to make progress on our Inuit Employment objectives and see professional growth.

Regarding ATIPP coordinator personnel and positions

1. Mr. Savikataaq wanted to more about ATIPP personnel and positions, including details on the average lengths of service for a coordinator.

Response:

ATIPP coordinators are not always standalone positions. All ATIPP responsibilities must be delegated regardless of position title and the position's inherent responsibilities. Authority can therefore be delegated to any position including to the standalone and mixed ATIPP positions. Delegating authority is not all or none. Deputy Ministers are delegated all authority and each position handling ATIPP tasks is delegated what they need.

Because of this, tracking the length of service for employees with delegated authority can be challenging which is compounded by several other factors:

- I. Multiple roles: Delegated authority employees may have multiple roles and responsibilities, making it difficult to accurately track their overall length of service regarding their ATIPP role.
- II. Lack of standardization: There is a lack of standardization in how delegated authority employees are classified and tracked, leading to inconsistent data and inaccurate records. In a recent survey by the Territorial ATIPP Office, coordinators were asked to approximate the amount of time they spend on ATIPP. The intermixing of different workloads along with the variability in the

ATIPP workload made it difficult for everyone to provide estimates, even anecdotally.

- III. Sharing and juggling of responsibilities: Employees with delegated authority may share or need to pass on their responsibilities to another employee at times, making it difficult to accurately define how to count time towards service.
- IV. Changes to internal ATIPP frameworks: By allowing ATIPP authority to be delegated as need be, public bodies have flexibility in how they assign human resources to the naturally varying ATIPP workload.

The topography of ATIPP delegations in a public body can change at any time to suit needs and demand. In the Department of Executive and Intergovernmental Affairs there is currently an ATIPP Advisor, Territorial ATIPP Manager, ADM and DM, with delegated authority but only the ATIPP Advisor and Territorial ATIPP Manager are designated as coordinators. Authority used to be granted to policy analysts, communications officers, and other staff before the creation of dedicated positions but the option is still available if needed to meet an increased workload or handle a specific task.

In summary, the Government of Nunavut does not have a way to provide an answer on the average length of a coordinator's service because the background data is not intentionally tracked or consistent across public bodies and time, however in response to the question below, some public bodies have provided insight.

2. Mr. Lightstone wanted a detailed breakdown by department of all ATIPP related staff, including position title, pay grade, the employment status, (indeterminate, casual, relief), vacancies and lengths of service.

Response:

ATIPP related staff is a broad term, for the purposes of answering this question, ATIPP related staff are those with both delegated authority and the ATIPP coordinator designation per the public body's delegation order. A majority of the ATIPP coordinators are Policy Analysts assigned to ATIPP roles. Their job descriptions often only refer to ATIPP as a responsibility they *may* have.

For the following positions, a detailed scope of ATIPP responsibilities can be found within the position's job description:

- I. Territorial ATIPP Manager – Department of Executive and Intergovernmental Affairs
- II. ATIPP Advisor – Department of Executive and Intergovernmental Affairs
- III. ATIPP Coordinator and Privacy Policy Analyst – Department of Justice
- IV. ATIPP Coordinator – Human Resources
- V. ATIPP and Records Management Analyst – Department of Health
- VI. Records Manager and ATIPP Coordinator – Department of Environment
- VII. ATIPP/Records Management Coordinator – Department of Education

Breakdown by public body:

Culture and Heritage:

Dedicated positions:

1. Policy Analyst/ATIPP Coordinator, created ~ on July 29, 2008, ATIPP removed from job title in 2022, pay range was 18 (unchanged)

Position History:

- Indeterminate 2008-07 to 2011-01
 - Updated job description 2009-01 – No change to pay range
 - Acting/Transfer Assignment 2011-06 to 2014-09
 - Acting/Transfer Assignment 2014-11 to 2015-06
 - Indeterminate 2015-06 to 2017-07
 - Vacant 2017-07 to 2019-04
 - Acting/Transfer 2019-04 to 2019-08
 - Indeterminate 2021-03 to 2021-07
2. Temporary casual positions:
 - Casual NEU - Policy Analyst/ATIPP Coordinator 2014-10 to 2014-12 at pay range 18
 - NEU Relief EE - ATIPP Coordinator 2018-02 to 2018-04 at pay range 10
 - EXC Relief EE - Policy Analyst /ATIPP Coordinator 2019-09 to 2020-10 at pay range 16

Culture and Heritage delegates ATIPP responsibilities to those within the Policy and Planning division. The following positions currently hold ATIPP delegation:

1. Director of Policy and Planning, Pay Band5, Indeterminate employee (Level of involvement with ATIPP – High).
2. Manager of Policy and Planning, pay range 20, Indeterminate employee (Position created on April 1, 2022. Filled in September 2022. Level of involvement with ATIPP – Medium).
3. Senior Policy Analyst, pay range 18, Indeterminate employee (Filled through Career Broadening September 2020. Employee became indeterminate in November 2022. Level of involvement with ATIPP – High).
4. Policy Analyst, PR16, Vacant (Position created on April 1, 2022. A relief employee has been hired but has not started yet (as of March 1, 2023)).

Policy Analyst/ATIPP Coordinator position length of service (2013-2023):

- 2011-2019
- 2019-2019
- 2020-2023

Director, Policy and Planning length of service:

- 2011-2017 (Director)
- 2017-2018 (Acting)
- 2018-2020 (Acting & Director)
- 2020-2023 (Director)

Community and Government Services (CGS):

CGS delegates ATIPP responsibilities typically to those within the policy roles. The following positions currently hold ATIPP delegation:

1. Director, Policy and Consumer Affairs: Term (ITA/Transfer Assignment)
2. Manager, Policy and Legislation: Vacant
3. Policy Analyst: Term (ITA/Transfer Assignment)
4. Legislative Specialist: Indeterminate
5. Policy Analyst: Vacant
6. Manager, Consumer Affairs: Casual

Economic Development and Transportation (EDT):

EDT delegates ATIPP responsibilities typically to those within the policy roles. The following positions currently hold ATIPP delegation:

1. Director, Policy Planning and Communications – pay band 05, filled on ITA, encumbered one year
2. Senior Policy Analyst – pay range 18, vacant two years
3. Policy Analyst – pay range 16, filled on a casual basis, encumbered one year

EDT notes that the average length of service for an employee filling an ATIPP role is 24 months.

Education:

Dedicated positions:

1. ATIPP/Records Management Coordinator, created ~ on May 8, 2017 at pay range 13 (unchanged)

Position History:

- Indeterminate 2018-07 to 2020-04
 - Vacant 2020-04 to 2023-02
 - Updated job description 2020-08 - pay range unchanged
 - Updated job description 2021-10 – pay range unchanged
 - Indeterminate 2023-02 to present
2. Temporary Relief Contracts:
 - NEU Relief EE - ATIPP Coordinator 2018-10 to 2020-01 at pay range 13
 - EXC Relief EE - ATIPP Records Management Coordinator 2023-01 at pay range 13

Environment:

Dedicated positions:

1. Records Manager and ATIPP Coordinator, created on June 4, 2007, currently at pay range 13 (unchanged).

Position History:

- Acting 2007-08 to 2007-09
- Indeterminate 2007-10 to 2010-05
- Indeterminate 2011-01 to 2017-01
- Competition 2016-11 to 2016-12- cancelled to revamp job description
- Vacant 2017-01 to 2018-10
- Updated job description 2019-10 - No pay range change
- Competition 2020-08 to 2021-03 Cancelled, closed unsuccessfully
- Competition 2021-11 to present, waiting to be posted
- Policy Analyst Casual performing ATIPP functions 2018-10 to 2022-03
- Policy Analyst Casual performing ATIPP functions 2022-05 to 2023
- Casual 2022-11 to present

Executive and Intergovernmental Affairs:

Dedicated positions:

1. Policy Advisor, Community & Economy/ATIPP Coordinator, created ~ on May 7, 2015, ATIPP removed from job title in 2020, pay range was 18 (unchanged)

Position History:

- Vacant 2015-03 to 2016-07
 - Indeterminate 2016-07 to 2018-07
 - Vacant 2018-07 to 2020-08
 - 2020 - ATIPP removed from job title
2. Access to Information and Protection of Privacy (ATIPP Advisor), created ~ on March 8, 2017 at pay range 15, currently at pay range 16
 - Vacant 2017-03 to 2018-01
 - Casual 2018-01 to 2018-04
 - Vacant 2018-04 to present
 - Updated job description 2018-06 - no change to pay range
 - Updated job description 2022-03 - pay range increased to 16 from 15
 3. Executive Services Coordinator/ ATIPP Coordinator, created ~ on 2008-06, ATIPP removed from job title in ~ May, 2009, pay range was 13 (unchanged)

Position History:

- Indeterminate 2008-06 to 2008-11
 - Acting 2008-11 to 2009-04
 - 2009-05 - ATIPP Removed from Job title
4. Access To Info & Protection of Privacy Manager (title change: Manager, Territorial ATIPP Office 2012), created ~ on 2009-04 at pay range 18 (currently at pay range 20)

Position History:

- Indeterminately filled most of the time. Acting, casuals and relief staff used during transitions and uses of extended leave:
 - Acting 2010-10 to 2011-07

- Acting 2013-01 to 2013-03
 - Casual 2015-02 to 2016-02
 - Casual 2016-02 to 2016-04
 - Acting 2019-06 to 2020-05
 - Relief 2022-12 to 2023-01
 - Vacant 2019-04 to 2019-06
 - Vacant 2020-06 to 2020-12
 - Updated job description 2012-06 - pay range increased to 19 from 18
 - Updated job description 2017-03 - pay range increased to 20 from 19
5. Temporary casual positions:
- Casual Excluded - SSEEP Records Management ATIPP Coordinator 2012-05 to 2012-08 at pay range 10
 - Casual Excluded - ATIPP & Records Coordinator 2012-08 to 2012-12 at pay range 10
 - Casual NEU - SSEEP ATIPP/Communications Officer 2018-07 to 2018-08 at pay range 5
 - Casual Excluded - ATIPP Analyst 2019-04 to 2019-08 at pay range 10
 - Casual Excluded - ATIPP Analyst 2019-08 to 2019-08 at pay range 10

Finance:

Dedicated positions:

1. ATIPP Coordinator, inactive position, pay range was 13 (unchanged), position was established within the Department of Finance on January 30, 2019, and subsequently transferred to the Department of Human Resources on April 1, 2019, when the two departments separated. Prior to the separation, Human Resources had been a part of the Finance Department, and it is probable that the position was created in anticipation of the upcoming division.

Finance delegates ATIPP responsibilities to those within the Corporate Policy division. The following positions currently hold ATIPP delegation:

1. Manager of Corporate Policy, pay range 20, filled temporarily by internal transfer assignment (since September 2022).
2. Senior Policy Analyst (position number 03-14622), pay range 18, vacant (current indeterminate incumbent, hired in July 2020, is on an internal transfer assignment as Manager of Corporate Policy).
3. Senior Policy Analyst (position number 03-10486), pay range 18, filled temporarily on an acting basis since September 2022 (current indeterminate incumbent is on an internal transfer assignment to another department since 2021).
4. Policy Analyst (position number 03-11611), pay range 16, vacant (Indeterminate incumbent, hired November 2019, has been acting as a Senior Policy Analyst since September 2022).

5. Policy Analyst (position number 03-14573), pay range 16, filled temporarily by an internal transfer assignment from September 2022 until September 2023 (indeterminate incumbent is on leave from June 2022 to January 2024).

Finance notes that the average length of service for an employee filling an ATIPP role is 26 months.

Family Services:

Dedicated positions:

1. ATIPP Records Management Coordinator, created ~ January 13, 2023 at pay range 13

Health:

Dedicated positions:

1. ATIPP and Records Management Analyst (current title, several changes), created ~ October 23, 2011 at pay range 16 (unchanged, same for all casual positions)

Position History:

- Updated/Creation of position 2011-20 – Job title: Business Continuity/ATIPP Coordinator at pay range 16
 - Updated job description 2012-03 – Job title: Business Continuity and ATIPP Coordinator, no pay range change
 - Updated job description 2015-09 – Job title: ATIPP Coordinator, no pay range change
 - Updated job description 2020-09 – Job title: ATIPP and Records Management Analyst, no pay range change
 - Casual NEU (ATIPP Coordinator/Records Management) 2011-11 to 2012-10
 - Casual (NEU- ATIPP Coordinator) 2012-02 to 2012-04
 - Casual (Excluded- ATIPP Coordinator) 2012-08 to 2012-08
 - Casual (NEU- ATIPP Coordinator/Records Management) 2012-11 to 2021-04
 - Indeterminate (ATIPP and Records Management Analyst) 2021-04 to present
2. Temporary casual positions:
 - ATIPP Coordinator/Records Manager 2010-04 to 2010-10
 - Casual NEU- ATIPP Coordinator 2010-11 to 2010-11
 - Casual NEU- ATIPP Coordinator/Records Management 2011-08 to 2011-10

Human Resources:

Dedicated positions:

1. ATIPP Coordinator, created ~ January 23, 2019 at pay range 13 (unchanged)

Position History:

- Acting/Transfer Assignment 2019-11 to 2020-04
 - Vacant 2020-05 to 2021-01
 - EXC Relief EE - ATIPP Coordinator 2021-02 to 2021-10 at pr 13
 - Casual Excluded - ATIPP Coordinator 2022-03 to 2023-06 at pay range 13
2. Temporary casual positions and relief contracts:
 - Casual Excluded - ATIPP and Records Manager 2012-06 to 2012-10 at pay range 16
 - Casual Excluded - ATIPP Officer 2021-11 to 2022-02 at pay range 11

Justice:

Dedicated positions:

1. Policy Analyst / ATIPP Coordinator, created ~ April 1, 2019 at pay range 16 (unchanged)

Position History:

- Vacant 2020-03 to 2020-10
 - Acting 2020-10 to 2020-11
 - Vacant 2020-12 to 2022-05
 - Transfer Assignment 2022-05 to 2023-05
2. Temporary casual positions and relief contracts:
 - Casual Excluded - Jr.Policy and ATIPP Advisor 2019-09 to 2019-10 at pay range 13
 - Casual Excluded - Policy Analyst/ATIPP Advisor 2019-10 to 2020-02 at pay range 16
 3. Career Broadening program:
 - JR Policy Analyst 2021-05 to 2022-05 at unknown pay range

Qulliq Energy Corporation (QEC):

QEC delegates ATIPP responsibilities to those within the Corporate Affairs division. The following positions currently hold ATIPP delegation:

1. Manager of Corporate Planning: pay grade I, full time indeterminate, filled. The present manager has been in the position since December 2022. The position was vacant from September 2022-December 2022
2. Policy Analyst: paygrade G, full time indeterminate, vacant. This position has been vacant since January 22, 2022.
3. Director of Corporate Affairs (primarily back-up), pay grade L, full time indeterminate, filled. The present director has been in the position since June 2022. The position of Director has never been vacant; it has been held by a full-time resource or Acting Director in the absence/leave of the full-time resource.

QEC notes that the average length of service for an employee filling an ATIPP role is 24 months.

Nunavut Arctic College (NAC):

NAC designates a Sr. Policy Analyst as their ATIPP coordinator. This position has been held indeterminately by an incumbent since 2021 and has a pay range of 18.

Nunavut Business Credit Corporation (NBCC):

The NBCC designates a Sr. Advisor in Business Services as their ATIPP coordinator. This position has been held indeterminately by an incumbent since 2008 and has a pay range of 20.

Nunavut Housing Corporation:

NHC designates a Policy Analyst in Corporate Policy as their ATIPP coordinator. The position has been vacant since November 2022 and has a pay range of 16.

Regarding ATIPP coordinator training

1. Mr. Kaernerker wanted to know more about how personnel are introduced to ATIPP and then trained to become coordinators and managers, including the time that needs to be dedicated.

Response:

Per the ATIPP policy, any person designated as an ATIPP coordinator under a delegation of authority must receive training from the Territorial ATIPP Office before handling an ATIPP request. The training covers:

1. The governing legislation and regulations.
2. The most frequent ATIPP tasks (ATIPP requests, privacy impact assessments and privacy breaches).
3. The three governing ATIPP policies:
 - a. ATIPP Policy.
 - b. Privacy Breach Policy.
 - c. Privacy Impact Assessment Policy.
4. The available resources for completing ATIPP assignments.
5. Practical/technical skills for meeting ATIPP deadlines.
6. Critical thinking from an ATIPP perspective.

The initial training is arduous and compact. It is cognizant that not every coordinator will deal with every aspect of a department's ATIPP compliance. The foundation for each function is explained but further training and proficiencies are up to each public body. Further training possibilities include shadowing current ATIPP personnel on tasks, one on one or group training on specific tasks or aspects with the Territorial ATIPP Office, and specialized training through our SOA with qualified vendors (e.g. a public body may

need to train personnel on cyber security aspects of privacy impact assessments if the need is identified).

Public bodies may also choose to have their coordinators gain nationally recognized certifications. Certifications take multiple factors into account and are not solely exam based. A coordinator can be recognized and certified by providing evidence of considerable time spent in a role. The most common certifications in Canada are provided pursued through the:

- Canadian Institute of Privacy & Access Professionals
- International Association of Privacy Professionals
- Privacy & Access Council of Canada

Regarding workforce factors and retirement

1. Mr. Savikataaq wanted to know more about the state of the workforce and in particular how retirement eligibility is known and analyzed over a 5 year period.

Response:

An employee is eligible for retirement if they are entitled to receiving pension payments right away under the Public Service Superannuation plan should they resign from their position. Initiating retirement is also at the behest of the employee as there is no longer a mandatory retirement age.

Eligibility to participate in the pension plan begins:

- At commencement of employment on an indeterminate basis (working greater than 12 hours per week);
- At commencement of employment if you are hired for a period greater than six months; or
- after six months of continuous employment, if you were originally hired for a period of six months or less.

To receive an unreduced pension that starts when employment ends, the employee must:

- Have begun participating in the plan on or before December 31, 2012, be of age 60, have two years of pensionable service;
- Have begun participating in the plan on or before December 31, 2012, be of age 55, have 30 years of pensionable service;
- Have begun participating in the plan on or after January 1, 2013, be of age 65, have two years of pensionable service;
- Have begun participating in the plan on or after January 1, 2013, be of age 60, with 30 years of pensionable service;
- Have two years of pensionable service, are retiring due disability.

The above describes the most straight forward method for determining who is eligible for retirement. However, under other conditions, employees may resign, or “retire”, and be entitled to deferred annuity, an annual allowance, transfer value, or return of contributions with interest.

There is an additional caveat that affects our ability to determine exact retirement eligibility at the individual level. Our systems do not have a holistic view of everyone's personal circumstances. For example, a Government of Nunavut employee may have pensionable service time from working elsewhere that is unknown.

When we do work force analysis we broadly consider "retirement potential." "Retirement potential" is more dynamic and used for workforce analysis purposes only. Beyond the strict definition of retirement eligibility, it considers factors like recent rates of retirement which helps account for caveats such as the above. Its important to keep track of similar but different categories of employees, such as the percentage of employees who we know are eligible to retire but that may decide not to do so and the percentage of employees who aren't entitled to immediate annuities but that may still decide to "retire".

Regarding Alcohol Related Harm

1. Ms. Brewster and Mr. Quqqiaq wanted more information regarding the GN's movement on reducing alcohol related harm with specifics the interaction of court related restrictions on the purchase of alcohol and acquisition of alcohol related permits.

Response:

In order to determine what type of communication is required between the courts and permit system, Finance consulted the Department of Justice to better understand the types of prohibitions against liquor consumption the courts may order, how they may impact the liquor permit system, and our department's responsibilities to monitor or enforce court-ordered prohibitions.

There are three types of court orders restricting someone's access to alcohol:

- Probation Orders
- Bail Orders
- Interdiction Orders

Probation and bail orders are the most common types of court orders that place liquor-related prohibitions on an individual. These orders may require the individual to refrain from consuming and/or possessing alcohol, depending on the type or conditions of the order. In these instances, it is not the responsibility of alcohol retailers or licenced establishments to enforce or ensure compliance with the court order – rather, this is a personal responsibility of the individual to comply with the conditions of their probation or bail order, and is enforced by their community corrections (probations) officer or the RCMP. Therefore, there is no required communication between the court and retailers regarding this type of court order.

Interdiction orders, however, do require that a notice be provided from the courts to liquor retailers and licenced establishments regarding an individual's prohibition from consuming or possessing alcohol. In this case, the court would notify the Nunavut

Liquor and Cannabis Board of a particular individual under an interdiction order, who would then notify the Nunavut Liquor and Cannabis Commission (NULC) and all licenced establishments in Nunavut (as all liquor retailers in the territory are licenced and regulated by the Board). NULC would then be responsible to ensure that the individual is not issued a liquor import permit or sold products from one of its retail stores in Nunavut. Similarly, each licenced establishment in Nunavut (i.e. bars, restaurants, etc.) would be responsible for ensuring that the individual is not sold alcohol from their premises. Ensuring the establishments comply with an interdiction order is not a responsibility of the NULC but rather the establishment themselves, and failure to comply would be enforced by the RCMP.

Interdiction orders have never been issued in Nunavut, and is not a common practice anywhere in Canada. Should an interdiction order be issued, the Nunavut Court of Justice would be responsible for notifying the Nunavut Liquor and Cannabis Board regarding the conditions of the order. The Board would then be responsible to notify the NULC and all licenced establishments in Nunavut to restrict sales to that individual.

Because of their rare and unlikely occurrence, Finance and NULC will approach interdiction orders on a case-by-case basis. Finance would consult with Justice to determine a best-approach to ensuring NULC operations are in compliance with the order, and to assist the Nunavut Liquor and Cannabis Board with providing adequate notice to licenced establishments in Nunavut.

See response for Standing Committee recommendation #14 for more information.

Responses to Recommendations of the Standing Committee

Standing Committee Recommendation #1:

The standing committee recommends that the Government of Nunavut's response to this report include, as attachments, the information items that were committed to during the televised hearing of September 26-27, 2022.

Response:

In Appendix A of this report the following information items have been attached:

1. Appendix A(i) - Sample ACC Agenda - August, 2021 - August, 2022

During the hearing, Standing Committee was interested in the activities and discussions had by the ATIPP Coordinator Committee. Using agenda items over a one-year period, a sample agenda was created to highlight the range of issues discussed and addressed.

2. Appendix A(ii) - Health Specific Information Item on TB and Other Disease Reporting

In follow-up to Health's appearance before the Committee for review of the Information and Privacy Commissioner's Report, Health has prepared an information item regarding a number of questions around Tuberculosis (TB) reporting and disease reporting generally.

Standing Committee Recommendation #2

The standing committee recommends that the Government of Nunavut's 2020-2021 and 2021-2022 annual reports on the administration of the Access to Information and Protection of Privacy Act be tabled in the Legislative Assembly at the earliest practicable opportunity.

Response:

Preparation of Annual Reports is led by the Territorial ATIPP Office in collaboration with all public bodies responsive under the Act. The 2020-2021 and 2021-2022 reports have been reviewed and will be tabled during the May/June 2023 Sitting.

The standing committee further recommends that the Government of Nunavut introduce amendments to the Access to Information and Protection of Privacy Act to provide for a statutory requirement for the Minister responsible for the Act to table, within six months after the end of each fiscal year, an annual report in the Legislative Assembly on the administration of the legislation.

Response:

The Government of Nunavut can commit to looking into these amendments when the ATIPP Act is next reviewed. Openness and transparency are paramount to ATIPP functions, and the annual reports are an important opportunity to provide insight into ATIPP administration and activities.

A review and amendment of the ATIPP Act is expected to commence in 2025.

Standing Committee Recommendation #3:

The standing committee recommends that the Government of Nunavut's response to this report clarify, in detail, what specific education and training qualifications are currently required for Access to Information and Protection of Privacy Coordinator positions.

Response:

ATIPP coordinator positions are not standard across the Government of Nunavut. Some public bodies have standalone positions but most delegate the authority to existing positions and designate some of them as ATIPP coordinators. In the latter case, the education and training qualifications are dependent on the position of employment. A majority of ATIPP coordinator designates are Policy Analysts.

The list of current standalone positions are as follows:

1. Territorial ATIPP Manager – Department of Executive and Intergovernmental Affairs
2. ATIPP Advisor – Department of Executive and Intergovernmental Affairs
3. ATIPP and Privacy Policy Analyst – Department of Justice
4. ATIPP Coordinator – Department of Human Resources
5. ATIPP Coordinator – Department of Health
6. ATTIP/Records Management Coordinator – Department of Environment
7. ATIPP/Records Management Coordinator – Department of Education

There is a broad scope of education accepted for those that take on ATIPP responsibilities, but this is not standardized. Since responsibility ultimately falls on the minister, it is up to each public body to assign ATIPP related tasks to the most suitable employee. On average, ATIPP and ATIPP related positions require an undergraduate degree and some related work experience. Educational backgrounds in privacy and access, political sciences, administration, and law are strong assets.

All new ATIPP coordinators must first receive training from the Territorial ATIPP Office before handling a request. Additional qualification and training levels are suggested by the Privacy Management Manual for privacy investigations into complex matters.

The standing committee further recommends that the Government of Nunavut's response to this report clarify, in detail, the methodology which determined current salary ranges for Access to Information and Protection of Privacy Coordinator positions.

Response:

From the Department of Human Resources:

Job Evaluation is the analysis and evaluation of work for the purpose of determining the relative value of each job within an organization. Job Evaluation is the basis of fair compensation and ensures equal pay for work of equal value. Nunavut uses the Hay Method of Job Evaluation and it is a gender-neutral evaluation system that assesses jobs on know-how, problem-solving, accountability, and working conditions. It focuses on the nature and requirements of the job itself, rather than on the skills or qualifications of a particular incumbent. The Hay System is a job evaluation method that is widely used in North America and Europe.

Job Evaluation completed a desk audit in 2012 at EIA as part of the re-evaluation 02-03838 Manager Territorial ATIPP Office. There was a desk audit completed in 2017 at the Department of Education to ensure Job Evaluation fully understood the ATIPP role and the relationship between departments and EIA’s Manager Territorial ATIPP Office (PR20). In 2018 a desk audit was completed at the Department of Health when their ATIPP position was created. The majority of the ATIPP Coordinator titled positions also include accountability for departmental records management. JE’s understanding from past desk audits and discussions with various departments is that ATIPP Coordinators are not comparable to benchmarked PR16 Policy Analyst positions in relation to the know-how and problem-solving required to perform the key outputs of the job. The evaluation for the pay range 13 ATIPP positions (see Appendix B) is;

D+	I	2	175	D	3	29%	50	D	N	III	57	A1	3	3	8	8	22	304	PR13
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Job Evaluation has not received any requests from departments to re-evaluate their PR13 ATIPP positions. There are four PR13 positions across the GN;

EDU	14258	ATIPP/Records Management Coordinator	Created 2017
ENV	11946	ATIPP/Records Management Coordinator	Created 2007
FS	15489	ATIPP Records Management Coordinator	Created 2023
HR	14502	ATIPP Coordinator	Created 2019

There are two departmental ATIPP titled positions at PR16;

HEA	11141	ATIPP and Records Management Analyst
JUS	14570	Policy Analyst / ATIPP Coordinator

The know-how and problem-solving for these PR16 positions is not comparable to the existing PR13 ATIPP Coordinator positions. Other departments incorporate ATIPP responsibilities within their existing Policy Analyst (PR16) positions so they do not have dedicated ATIPP-titled positions.

From Executive and Intergovernmental Affairs:

EIA notes the concerns raised by Standing Committee on the potentially dated salary rating of ATIPP coordinators. We agree with the Committee and Commissioner reports that the field of information access and privacy protection has accumulated more responsibilities under the Act and requires more interdisciplinary knowledge than historically accounted for and commit to reviewing and updating current salary ranges.

This initiative has already been partially advanced through the creation of the new ATIPP division and its additional PYs.

The standing committee further recommends that the Government of Nunavut's response to this report clarify, in detail, what specific actions are being taken to review current salary ranges for Access to Information and Protection of Privacy Coordinator positions.

Response:

From the Department of Human Resources:

Each department with a standalone position is responsible for evaluating the position through Job Evaluation in the Department of Human Resources. If Executive and Intergovernmental Affairs (as the Central Agency responsible for the ATIPP program GN-wide) determines that a re-evaluation of pay range 13 ATIPP positions Government of Nunavut-wide is required; Job Evaluation's recommendation would be that these positions convert to a Government of Nunavut -wide Generic Job Description. Executive and Intergovernmental Affairs would need to take the lead in drafting the Job Description and consulting with POC (Policy Officials Committee) to ensure that the responsibilities are accurately captured and that the screening criteria adequately reflect the scope of work required. The standard re-evaluation process would be applicable and Job Evaluation will work with Executive and Intergovernmental Affairs to finalize the job description and to complete a re-evaluation of the new job description.

Below are notes from public bodies that have recently engaged in reviewing their ATIPP Positions:

Department of Executive and Intergovernmental Affairs:

1. ATIPP Advisor (2021 – present)
 - Job description re-written and re-evaluated.
 - Conversations with HR on aspects of the evaluation.

Department of Health: ATIPP Coordinator

1. ATIPP and Records Management Analyst (2017-2018)
 - Desk audit conducted with the ATIPP Coordinator and Job Evaluation.
 - Job description re-written.
 - Job posted.

Department of Environment:

1. ATIPP/Records Manger Coordinator

- Updated job description 2019-10

The Department of Executive and Intergovernmental Affairs also notes that it has recently undergone a reorganization in which a new ATIPP division was approved. Through the staffing and development of this division, we are re-evaluating ATIPP position responsibilities and salary ranges.

The standing committee further recommends that the Government of Nunavut's response to this report confirm the results of Request for Proposals 2022-52: Standing Offer Agreement - Privacy and Information Management-Specific Training and Consulting Services.

Response:

Request for Proposals 2022-52 was completed successfully. Five proponents were awarded standing for their ATIPP related services. All public bodies subject to the Standing Offer Agreement can approach the listed vendors as needed for ATIPP related training and consultation services.

We do note that these services are for exceptional circumstances where departmental resources are not available within statutory deadlines and for when ATIPP related initiatives specific to a public body need to be developed.

See the Appendix C - *Client Guide RFP 2022-52* for full details.

Standing Committee Recommendation #4:

The standing committee recommends that the Government of Nunavut's response to this report clarify, in detail, the status of its current review of the centralization of access to information and protection of privacy administration, and that this clarification include a detailed update concerning the extent to which positions related to the administration of the function are planned to be transferred to the Department of Executive and Intergovernmental Affairs or other central agency.

Response:

Each public body is affected by ATIPP differently largely owing to their mandate. The amount of ATIPP activity is an unpredictable and varies largely overtime making it difficult for public bodies to evaluate how much capacity they should retain and train.

The current ATIPP framework is very sensitive to the chronic staffing constraints faced by Government of Nunavut. New employees often have to rapidly acclimate to new or assigned roles without initial training, preparation and experienced long-term peers. Exploring strategies that adapt and rectify these conditions to better support our new staff or their transition to new positions is an ongoing process.

During our appearance before standing committee there were many comments and views regarding the above and many suggestions were provided regarding the centralization of ATIPP functions.

Since our appearance a review and approval of a hybrid approach has been approved. Unlike complete centralization, each public body will retain ultimate decision making authority. However, through our approach, a new centralized ATIPP division will be developed that will increase reserved capacity for all public bodies and contain specialized expertise across varied positions that can further support public bodies as needed.

This change/addition to the existing ATIPP framework has some advantages over a completely centralized model while retaining the benefits of centralization. Public bodies will still retain decision making power in recognition of the complex matters they deal with that require nuanced institutional knowledge but will now have a supporting division to fill any temporary gaps and/or equitably share the non-linear workload for sudden increases in ATIPP activity.

The new division brings substantial benefits to the Government of Nunavut and Nunavummiut. It provides clear pathways for career progression, encourages specialization in specific ATIPP areas, and supports ongoing professional growth and development. Most importantly, by assembling a team with diverse skills and experiences, it ensures a comprehensive approach to task and issue resolution. In the long term, this division will allow the ATIPP framework to adapt and respond more efficiently to access and privacy issues that are unique to the context of Nunavut and resultant of new technologies.

Standing Committee Recommendation #5:

The standing committee recommends that the Government of Nunavut's response to this report clarify, in detail, the current status of the development of regulations under section 73(a) of the Access to Information and Protection of Privacy Act in respect to the designation of municipalities as public bodies.

Response:

A large amount of time and effort went into amending the ATIPP Act to account for the addition of municipalities and their unique circumstances. Through consultation, training was created and provided but there are two fundamental hurdles that remain. Access to information is dependent on records management regimes and human resource capacity.

The Government of Nunavut would like to emphasize that proper records management is crucial for the effective implementation of the Act in municipalities. It is essential that records are appropriately stored and organized to ensure they can be easily accessed when needed. Without a system of organization in place, it would be challenging to comply with the requirements of the Act.

Furthermore, it is critical that municipalities have someone with the necessary expertise and capacity to apply the law. The Act contains complex provisions, and it is important to have someone with the knowledge and skills to interpret and implement them correctly. Without the appropriate resources and expertise, it would be difficult for municipalities to fully comply with the Act.

From our consultations with municipalities and our own experience, our current focus is on meeting our existing obligations under the Act and current regulations through reforms to the existing ATIPP framework. Although the possibility bringing more entities under the Act is not out of the question, this would ultimately be subject to the prerogative of the cabinet and the prior establishment of a records management regime.

The Government of Nunavut and municipalities face the same constraints on securing human resource capacity. Currently, the Government of Nunavut is not able to adequately supplement the human resources needed by each municipality. Municipalities have identified that information technology enhancements and a strategy for efficiently addressing the new responsibilities are needed.

While we are hopeful that changes within the Government of Nunavut may lead to a different answer in the future, it is currently not feasible to provide the necessary resources for this initiative. We acknowledge the challenges we face in meeting our current obligations and believe that addressing them will enable better opportunities to readdress this matter.

The standing committee further recommends that the Government of Nunavut's response to this report clarify, in detail, its response to City of Iqaluit Motion 21-371, which was adopted at the Council's meeting of November 9, 2021.

Response:

City Council adopted a motion directing Administration to work with the Government of Nunavut to prepare municipalities for coming under the Act. Per the minutes of the meeting adoption the motion, the City Council added the issue to their next Strategic Planning and Economic Development Committee of the Whole agenda and planned, through the Information and Privacy Commissioner, to approach Community and Government Services with regards to funds for records management systems and staff training.

The Government of Nunavut fully supports this engagement and actively works with City to progress the ATIPP portfolio as priorities allow. However, as detailed within this report, this will take time to progress as the fundamental records management infrastructure will take time to implement. In conjunction with this, the logistics surrounding how to appropriately develop the human resource capacity needed must be addressed.

For the time being, the Government of Nunavut is prioritising the enhancement of its own means to respond to ATIPP obligations. This will provide better and more efficient opportunities to bring entities such as municipalities under the Act.

The Standing committee further recommends that the Government of Nunavut's response to this report include a detailed description of the current status of the development of regulations under section 73(a) of the Access to Information and Protection of Privacy Act in respect to the designation of District Education Authorities as public bodies.

Response:

Since 2014, the Department of Executive and Intergovernmental affairs has been doing consultations with regard to increasing the list of public bodies accountable under the Act, including the designation of District Education Authorities (DEA) as public bodies. Amending the regulations to designate DEAs as public body is the last step.

Amending the regulations to include District Educations Authorities will be done when it is possible for them to meet their ATIPP obligations. Similar to municipalities, there are identified challenges in records management technology and human resources to overcome.

In 2021, the Department of Community and Government Services (CGS) moved forward with developing a special Access Agreement form to transition District Education Authorities under a common domain in CGS.

This is a vital step forward because access to information depends on systems that store and pull records but that also respect privacy considerations.

Further issues remain with finding the human resources necessary to carry out ATIPP functions. Beyond training, ATIPP personnel need viable vocational experience and institutional knowledge. When workforces are understaffed and transient, experience and institutional knowledge are not sustainably developed and ATIPP compliance can not be upheld.

The Standing committee further recommends that the Government of Nunavut's response to this report clarify its position respecting the application of the Access to Information and Protection of Privacy Act to Alcohol Education Committees established under section 50 of the Liquor Act.

Response:

Alcohol Education Committees (AECs) are not subject to the Access to Information and Protection of Privacy Act as they are not a public body under the Act or its Regulations.

To date, there has been no interest from the public in making a request for information to Alcohol Education Committees.

Alcohol Education Committee members are elected officials who make quasi-judicial decisions regarding liquor orders and, because of this role, their communications, draft decisions or personal notes would be exempt from the scope of the Act under section 3(b) of the ATIPP Act

Standing Committee Recommendation #6:

The standing committee recommends that the Government of Nunavut's response to this report include a copy of the "forensic report" that is referenced on page 11 of the Information and Privacy Commissioner's 2021-2022 annual report.

Response:

The report summary has been provided (See Appendix D). The forensic report contains critical network details that could compromise the integrity of the Government of Nunavut's network security.

The Standing committee further recommends that the Government of Nunavut's response to this report describe, in detail, what consultations it has undertaken, or is planning to undertake, with the Office of the Information and Privacy Commissioner regarding cybersecurity initiatives.

Response:

The Department of Community and Government Services is engaged in ongoing work to maintain the Government of Nunavut's network security, which includes enhanced security systems, advanced monitoring and management of threat detection, cyber security tools such as multifactor authentication, and geo-fencing to restrict access and threat as well as the introduction of cyber security training for all Government of Nunavut staff.

Community and Government Services anticipates engagement and consultation with Nunavut's Information and Privacy Commissioner on cybersecurity initiatives related to the use of social media websites as well as website-related projects and would seek guidance and input on the development of initiatives related to digital identity, in collaboration with the requesting department.

Standing Committee Recommendation #7:

The standing committee recommends that the Government of Nunavut's response to this report describe, in detail, what consultations it has undertaken, or is planning to undertake, with the Office of the Information and Privacy Commissioner regarding the entering into of agreements with contracted investigative bodies and contracted police forces under the territorial Police Act.

Response:

The Department of Justice continues to undertake the regulatory work necessary work to bring the Police Act into force and the necessary negotiations to identify a civilian investigation partner to undertake the review of serious incidents in Nunavut. Prior to the passage of the Police Act, the Information and Privacy Commissioner made representations on the Bill and the Department has had two subsequent discussions with the Commissioner, in April and September 2022, on the regulatory process. The Department will continue to engage with the Commissioner as we proceed with the goals of civilian lead review of serious incidents.

Standing Committee Recommendation #8:

The standing committee recommends that the Government of Nunavut's response to this report include a detailed list of non-disclosure agreements entered into between the Government of Nunavut's departments, public agencies, territorial corporations and other entities and individuals between April 1, 2019 and March 31, 2022.

Response:

Non-disclosure agreements can be standalone but are more often clauses sometimes included in contracts with third parties.

However, there is no centralized library of non-disclosure agreements, or active contracts with non-disclosure agreements/clauses, so a comprehensive list is not available. This is in large part due to the very sensitive nature of agreements that include non-disclosure elements.

When public bodies enter a contract with an outside organization for services, they may require the organization to sign a non-disclosure agreement with respect to any sensitive information they would be privy to during the contract. Minutes of Settlement are often a product of litigation or dispute resolution that can contain non-disclosure clauses.

All public bodies have been asked to provide data they have on hand that is appropriate to share, but it is possible that some agreements are missing from the list due to the broad scope, staff turn-over, or other factors.

As we work to improve the overall capacity of the ATIPP framework, we will look to strengthen the ways in which we collect and track data. We anticipate that our ability to answer similar questions in the future will improve but will have to remain cognizant of contexts and confidentiality. A list of reported non-disclosure agreements has been provided in Appendix E.

Standing Committee Recommendation #9:

The standing committee recommends that the Government of Nunavut's response to this report include detailed descriptions of the findings of each privacy impact assessment and preliminary assessment undertaken under section 42.1 of the Access to Information and Protection of Privacy Act between April 1, 2019 and March 1, 2022, and that these descriptions detail the extent to which the Information and Privacy Commissioner was consulted in their preparation.

Response:

A list of Privacy Impact Assessments (PIA) has been provided in Appendix F. The list represents PIAs submitted to the Territorial ATIPP Office between April 1, 2019 to March 1, 2022.

The purpose of a PIA is to identify and address potential privacy risks and ensure that Government of Nunavut protects privacy and data and follows best practices. A Privacy Impact Assessment (PIA) is considered a living or dynamic document because it is designed to be updated as needed. Initiatives that involve personal information need to continually adapt and evolve in response to changes within the Government of Nunavut, technologies used, the regulatory environment, etc.

A PIA should be regularly reviewed and updated to document any changes and audit needs of the initiative. Privacy risks are never fully mitigated and are continually assessed. PIAs often involve ongoing communication and collaboration with relevant stakeholders, including employees, vendors, and the IPC. These engagements help to ensure that privacy risks are identified and monitored.

IPC involvement with PIAs varies and there are no formal commitments or processes. Public bodies may choose, or the Territorial ATIPP Office may recommend, that a PIA be provided to the IPC's Office for review and comment.

There are some inherent concerns about sharing the details of PIAs for various reasons such as security. However, the Government of Nunavut is committed to providing access to information and will proactively provide information as formal processes with appropriate safeguards are built.

Standing Committee Recommendation #10:

The standing committee recommends that the Government of Nunavut's response to this report clarify, in detail, the status of its reviews of the Acceptable Use of Mobile Devices Policy and the Acceptable Email and Internet Usage Policy.

Response:

Community and Government Services has completed its review of both policies and is nearing the completion of the internal drafting and review process. Upon completion of internal drafting, the policies will be distributed t for broader Government of Nunavut review and feedback before being finalized and submitted for Cabinet's consideration.

Review of the Acceptable Use of Mobile Devices Policy has led to substantial amendments. Key areas of bolstering the policy include:

- Setting out encryption and security requirements.
- Setting up corporate network mobile device central management through an IM/IT mobile device management solution.
- Implementing requirements for mobile devices to access GN IT resources.
- Outlining specific requirements for mobile devices that are not provided by the GN, including the segregation of government information on such devices.

The department will look to rescind the Acceptable Email and Internet Usage Policy and replace it with a new Acceptable Use of Information Technology Resources Policy. This policy will have a broader scope and will expand unacceptable use to include but not be limited to requirements related to security controls and reporting of security incidents. It will also include new areas such as individual accountability, user responsibility for IT equipment, access, multi-factor authentication, virtual private networks, third parties/external parties, social media, etc.

Standing Committee Recommendation #11:

The standing committee recommends that the Government of Nunavut's response to this report include a detailed description of the current status of the development of health-specific privacy legislation, including the extent to which the legislation will address the public release of statistics and other information concerning communicable diseases.

Response:

The Department of Health, with the support of the Department of Justice, has undertaken the development of health specific privacy legislation (HSPL) in Nunavut. The intent of HSPL is to put in place health information legislation that will balance three things: first, Nunavummiut's rights to privacy and access to their personal health information; second, the needs of healthcare providers to obtain personal health information in a timely manner to provide the best possible care; and third to demonstrate consultation and alignment with the communities whom healthcare providers serve, ensuring respect and trust over information use and demonstrating respect for Inuit societal values. The law will be structured to provide guidance on when it applies, who is accountable, how health information will be handled, and what the Nunavut Government will put in place to uphold compliance with the law.

How information is shared and when will be part of the discussions during the consultation period, which is anticipated to begin in Summer 2023.

The standing committee further recommends that the Department of Health formally consult with the Office of the Information and Privacy Commissioner regarding the development of health-specific privacy legislation, and that the Office's recommendations be tabled in the Legislative Assembly following the introduction of the proposed Bill.

Response:

The Information and Privacy Commissioner will be consulted during the development of the legislation. Health is planning to develop a report of the information collected during the consultations. The IPC's feedback will be captured in that report.

The Standing committee further recommends that the Government of Nunavut's response to this report include a detailed description of what information- and privacy-related orientation and training is provided to employees and contractors working in group home and supported living environments in Nunavut.

Response:

In the Department of Health:

- Staff at the mental health facilities in Cambridge Bay and Iqaluit receive training in Non-Violent Crisis Intervention
- ASSIST
- Trauma- Informed Practice
- Introduction to Dialectal Behavioral Therapy

Staff are also briefed on privacy and access to information. Staff will soon have access to the online privacy modules.

A life skills handbook was also created that provides information.

In the Department of Family Services:

Privacy Training was introduced to all Family Wellness staff when the department introduced the Client Information System in 2019. Staff were required to take Privacy Training in line with the Access to Information and Protection of Privacy Act (ATIPP) prior to accessing the case management system.

The Privacy Training module was launched on our NVision online learning platform. It is currently available as a self-paced module to all staff.

The Standing committee further recommends that the Government of Nunavut's response to this report describe, in detail, what consultations it has undertaken, or is planning to undertake, with the Office of the Information and Privacy Commissioner regarding the coming into force of the new territorial Mental Health Act and the activities of the Mental Health Review Board.

Response:

From the Department of Health:

- Consultation with external stakeholders on regulations is expected to begin in March 2023. This will include consulting the Information and Privacy Commissioner (IPC) on the following regulations:
 - 86(l) respecting the rights information to be provided under subsection 32(1) (i.e., the rights information provided by a health professional conducting an initial assessment or a psychiatric assessment, or issuing a certificate of involuntary admission or a community assisted treatment order)
 - 86(o) respecting the content and form of orders and certificates under this Act.
- The Mental Health Review Board is an independent, quasi-judicial Board, and will be responsible to develop its own policies and internal protocols. Health will

however advise the Board on the importance to consult with external partners as needed, including the IPC.

A Privacy Impact Assessment (PIA) was developed before the introduction of the Act. Updates to the PIA are needed, however, Health will update the PIA closer to implementation, to ensure the implementation plan and PIA are consistent. The updated PIA will be submitted to the IPC for feedback.

The Standing committee further recommends that the Government of Nunavut's response to this report include a copy of the "Interagency Sharing Protocol" that was referenced by the Government of Nunavut's lead witness during his testimony to the standing committee of September 27, 2022.

Response:

The Interagency Information Sharing Protocol (IISP) was developed through the Quality of Life Secretariat to support and encourage collaborative community practice where sharing sensitive information could be vital to the health and wellbeing of individuals. It currently involves the Department of Health, Department of Education, Department of Justice, Department of Family Services, the Nunavut Housing Corporation and the Royal Canadian Mounted Police.

The current Interagency Information Sharing Protocol (IISP) can be found in Appendix G.

The Standing committee further recommends that the Government of Nunavut's response to this report include a detailed description of the current status of the development of its information-sharing agreement with Nunavut Tunngavik Incorporated regarding health-specific data, including data concerning tuberculosis, and that a copy of this agreement be tabled in the Legislative Assembly at the earliest practicable opportunity.

Response:

Health and Nunavut Tunngavik Incorporated have signed an information sharing agreement that will be tabled in an upcoming sitting.

Standing Committee Recommendation #12:

The standing committee recommends that the Government of Nunavut's response to this report include a detailed description of the current status of the development of regulations under sections 73(l.1) and (l.2) of the Access to Information and Protection of Privacy Act in respect to the disclosure of remuneration of prescribed classes of public employees.

Response:

The Department of Finance is no longer responsible for the administration of the Public Service Act – this is now the responsibility of the Department of Human Resources.

Public employee salaries have not been disclosed at an individual level due to concerns that it could be harmful to GN employees living in small communities or in vulnerable social conditions.

In 2018, when Finance was still responsible for Human Resources, Finance received an ATIPP request from CBC for salary information of public service employees including their names, salaries, departments, and their community.

Finance disclosed names, job classifications and salary ranges of Government of Nunavut (GN) and public agency positions with starting base salaries more than \$100,000 as a means of providing the requested public information in a way that also safeguarded the personal privacy and safety of individuals.

The CBC (and The Canadian Press, which also received a copy of the release but did not publish an article) chose not to report the names of individuals and their salary ranges, but instead presented the information more broadly – breaking down number of positions by department, the number of employees earning more than \$200,000, or publishing the salary ranges for top-earning senior officials. This signals to the GN that there may not be public interest in identifying the salaries of public servants by name, or, that media stakeholders understand the potential harms this level of disclosure could have on individuals.

Standing Committee Recommendation #13:

The standing committee recommends that the Government of Nunavut's response to this report describe, in detail, what specific discussions it has had with the Nunavut Employees Union and the Nunavut Teachers' Association concerning potential changes to the grievance process in respect to access to information and protection of privacy.

Response:

To date, the Government of Nunavut has not had any discussions to revise the grievance processes in relation to this Access to Information and Protection of Privacy. The issue can be raised this at the next meeting with NEU.

The standing committee further recommends that the Government of Nunavut's response to this report describe, in detail, its timeline for updating Human Resources Manual Section 1104 - Release of Information.

Response:

REVISING HRM 1104 Release of Information – Schedule	PROJECTED TIMELINE
Initial review and consultation approach	April 2023
HR Policy will review some of the most recent reports from the Standing Committee on Oversight of Government Operations and Public Accounts and recent Annual Reports of the Information and Privacy Commissioner of Nunavut to identify any specific content-related concerns the IPC or Committee Members may have with the current directive dated April 2006.	
Cross-jurisdictional scan	April 2023
Review related policies across Canadian jurisdictions to look at benchmarks and other considerations that can support this work.	
Internal consultations	April/May 2023
HR Policy will determine any internal issues that may have arisen since the last directive was drafted by connecting with internal subject matter experts to discuss HRM 1104, including, <ul style="list-style-type: none"> • Employee Relations • Staffing • ATIPP Coordinator 	
Departmental consultations	May 2023
Outreach to key stakeholders across GN departments, including: <ul style="list-style-type: none"> • Justice, • Finance (Compensation & Benefits) • Manager of ATIPP at EIA 	
External stakeholders	May 2023
<ul style="list-style-type: none"> • The Information and Privacy Commissioner • NEU 	
Updating/Preparing a new draft	June 2023

<ul style="list-style-type: none"> • Once consultations are complete, HR Policy will update the draft directive • Get internal approval from HR Executive management to start the GN official approval consultations 	
Circulating draft for review to key stakeholders for feedback	July/Aug
Circulate a revised draft to GN Committees for review and feedback. <ul style="list-style-type: none"> • HR Coordinators Committee • Tuttarviit Committee • Policy Officials Committee • Building Capacity Committee • Deputy Ministers Committee 	
Central Agency Review and Cabinet Submission for Approval	Sept/Oct.
<ul style="list-style-type: none"> • Consolidate feedback, prepare Request For Decision and circulation to Central Agencies for review • Submit to EIA for Cabinet Approval • Translations • Information Bulletin to employees and posting on GN website 	

The standing committee further recommends that the Minister responsible for the Public Service Act formally request the Office of the Ethics Officer to initiate contact with the Office of the Information and Privacy Commissioner to discuss areas of potential collaboration between the two entities.

Response:

The Minister of the Department of Human Resources commits to requesting the Office of the Ethics Officer contact the Office of the Information and Privacy Commissioner to discuss collaboration.

Standing Committee Recommendation #14:

The standing committee recommends that the Government of Nunavut's response to this report include detailed descriptions of each information-sharing agreement entered into by the Government of Nunavut's departments, public agencies and territorial corporations under the authority of a territorial statute between April 1, 2019 and March 31, 2022, and that these descriptions clarify the extent to which the Information and Privacy Commissioner was consulted in their preparation.

Response:

Currently, we do not have a standard definition for what constitutes information-sharing. Some statutes explicitly mention information sharing agreements, but others are more covert or allow for arrangements that contain strong or optional information-sharing elements. Entering an agreement or arrangement under a Territorial statute does not follow a standardized process and information related to these agreements is not tracked centrally.

For the purposes of our response, we are providing all agreements, arrangements, and similar instruments for sharing information between the Government of Nunavut and third parties. Indication are provided where the agreement was entered into per a territorial statute and personal information may be involved. All public bodies have been asked to provide data they have on hand, but it is possible that some agreements are missing from the list due to the broad scope, staff turn-over, or other factors.

As we work to improve the overall capacity of the ATIPP framework, we will look to strengthen the ways in which we collect and track data. We anticipate that our ability to answer similar questions in the future will improve.

A list of reported information sharing agreement has been provided in Appendix H.

The standing committee further recommends that the Government of Nunavut's response to this report describe, in detail, what specific actions have been taken to date in relation to the "Supporting Court-Ordered Restrictions on Alcohol" section of its Taking Steps to Reduce Alcohol-Related Harm in Nunavut strategy, including a detailed description of what information is currently shared with the Nunavut Liquor and Cannabis Commission in respect to court-ordered restrictions on alcohol.

Response:

The Department of Finance has had several discussions with the Department of Justice regarding this section from the strategy, specifically whether there was a way to restrict the sale of permits to individuals with court orders that prohibit their consumption or possession of alcohol.

As mentioned in our previous response regarding court orders, there are currently three types of court orders restricting someone's access to alcohol:

2. Interdiction Orders
3. Probation Orders
4. Bail Orders

Interdiction orders are made under the Liquor Act and have legislated notification to the Nunavut Liquor and Cannabis Board (NLCB), who would then notify the Nunavut Liquor and Cannabis Commission (NULC) and any licenced establishments to prohibit the sale of alcohol to a specific individual. These orders place obligations on the NULC and licenced establishments, which if breached, could result in charges. Since Nunavut became a territory in 1999, neither the Nunavut Court of Justice or the NLCB have any record of an interdiction hearing occurring. As such, no information on these types of orders have been shared with the NLCB or the NULC.

Probation and Bail Orders are made at the discretion of a Justice of the Peace or a Nunavut Judge and are dependent on the specific cases. Some orders include a prohibition against purchasing or possessing alcohol, and some only prohibit the consuming of alcohol, meaning someone could still possess or purchase alcohol without breaching the order. Bail and Probation orders place obligations on an individual who is then accountable to their Community Corrections (probation) Officer. The RCMP becomes involved if the individual breaches the order. These orders are very common, and it is not uncommon to have them varied several times based on requests from the individual's lawyer, the crown prosecutor, or even the RCMP. There is no requirement for the courts to notify the Nunavut Liquor and Cannabis Board of probation or bail orders – as such, no information on these types of orders have been shared with the NLCB or the NULC.

Although the “Taking Steps to Reduce Alcohol-Related Harm in Nunavut” strategy recommends looking for ways to restrict the sale of permits to individuals with court orders that prohibit their consumption or possession of alcohol, it was determined that this was neither feasible nor appropriate. Enforcing court orders at a liquor permit level would require NULC staff to keep track of, interpret, and enforce dozens or even hundreds of court orders and changes to court orders on a daily basis. The potential for error – i.e. selling a permit to someone with a court order, or denying a permit to someone whose court order has expired or changed – is too great of a risk for the NULC to assume. This responsibility is best left with those trained and legally responsible; Community Corrections Officers and the RCMP

Standing Committee Recommendation #15:

The standing committee recommends that the Government of Nunavut introduce amendments to sections 36, 49.6 and 49.13 of the Access to Information and Protection of Privacy Act that would provide for a requirement on the part of the head of a public body to provide written reasons for decisions made in respect to recommendations made by the Information and Privacy Commissioner.

Response:

The Government of Nunavut will consider these revisions when the ATIPP Act is next reviewed.

A review and amendment of the ATIPP Act is expected to commence in 2025.

The standing committee further recommends that the Government of Nunavut introduce amendments to the Access to Information and Protection of Privacy Act to provide the Information and Privacy Commissioner with the authority to appeal a decision made by a head of a public body under sections 36, 49.6 and 49.13 of the Access to Information and Protection of Privacy Act to the Nunavut Court of Justice.

Response:

The Government of Nunavut will consider these revisions when the ATIPP Act is next reviewed.

A review and amendment of the ATIPP Act is expected to commence in 2025.

- p. Justice – Privacy Presentation
 - q. Y: Audit (IPC, CGS-IMIT)
 - r. IPC Annual Report
 - s. EDU – ATIPP in Schools
 - t. Large File Transfers (CGS)
 - u. Common Mistakes - What is discretion?
 - v. Y: Audit (Audit procedure tutorial)
 - w. ATIPP BNs (deferred)
 - x. Material Updates:
 - i. ATIPP Manuals:
 - 1. Part 1, 3.2 Making a Request, Request Form – (RR 20-178)
 - 2. Part 5, Duty to Assist (RR 23-235), Fees (RR 23-235), Time-Extensions (23-235)
 - ii. Privacy Breach How-to:
 - 1. PBR template
 - 2. *New* Notes/guide on how to approach a PBR from the IPC
 - iii. *New* Template for present decision option to Senior Management and Executive
 - y. How to interpret legislation (*Legislation Act*):
 - 16. (1) The words of an Act and regulations authorized under an Act are to be read in their entire context, and in their grammatical and ordinary sense, harmoniously with the scheme of the Act, the object of the Act and the intention of the Legislature.
4. Review Reports
- a. 21-204 – Justice (Deferred from Aug 25, 2021)
 - b. 21-205 – EDT (ft. HR) (Deferred from Aug 25, 2021)
 - c. 21-206 - NHC
 - d. 21-204 - Justice
 - e. 21-205 – EDT (ft. HR)
 - ...
 - f. 22-230
5. Amending Act.
- a. Health – Committees

6. Future Agenda Items
7. Roundtable
 - a. Central ATIPP coordinators (EIA)
 - b. Technical issues with ED files
 - c. Same requests on issues
 - d. Training Update
8. Adjournment
9. Seminar: None.

Appendix B - Job Evaluation Rationale - ATIPP Coordinator



GOVERNMENT OF NUNAVUT
DEPARTMENT OF HUMAN RESOURCES
JOB EVALUATION DIVISION
EVALUATION RATIONALE

Position Number:	09-15258 13-11946 17-15489 04-14502	Position Title:	ATIPP Coordinator
JD Effective Date:	Various	Department:	GN-wide

KNOW-HOW

Includes every kind of relevant knowledge, skill and experience, however acquired, needed for acceptable performance of the job:

<p>Practical and Technical (depth and scope of knowledge)</p>	<p>D+</p>	<p>Positions in the D bucket for Technical Know How require specialized skills that are normally learned through a combination of directly relevant technical training and job experience. Included are highly specialized and lead workers in office situations and the “master” level in the more complex trades, as well as paraprofessionals and technicians.</p> <p>This position has been allocated a “pull up” (+) on the D bucket, as the departmental subject matter expert on ATIPP, the position requires broad or specialized knowledge of methods, techniques and processes with some knowledge of the basic theoretical background.</p> <p>Positions in the E bucket are professionals that require an understanding and application of a theoretical or scientific discipline, typically gained through a professional or academic qualification and/or through extensive experience. Positions such as teachers, social workers, lawyers, registered nurses, biologists would be included.</p>	
<p>Planning, Organizing and Integrating (Managerial) (the extent of planning/coordinating/directing/ controlling the activities/resources of a unit/function)</p>	<p>I</p>	<p>The “I” recognizes the requirement for this position to plan and organize all departmental ATIPP functions. There is a requirement to interact with co-workers, management and relevant stakeholders and maintain an awareness of related activities. Only Senior Management (SRM) positions within the GN are allocated a rating higher than the I bucket.</p>	
<p>Communicating and Influencing Skills 1 Communicate, 2 Reason: influencing ppl and causing actions/acceptance by others, 3 Change Behaviour: supervising or solid negotiation skills</p>	<p>2</p>	<p>Reason</p> <p>The “2” recognizes the requirement for this position to interact with others both inside and outside of the organization while using technical knowledge to influence and support people. This role communicates with and influences understanding for staff within the department and relevant stakeholders. Persuasiveness or assertiveness, as well as sensitivity to others’ points of view, are often needed to deal with situations. Ratings higher than the 2 bucket are typically only allocated to positions with subordinate staff.</p>	
		POINTS	175



PROBLEM SOLVING

The amount and nature of the thinking required in the form of analyzing, reason, evaluating, creating, using judgement, forming hypotheses, drawing inferences and arriving at conclusions:

Thinking Environment (how much assistance is available to help the incumbent solve problems)	D	Thinking within multiple, substantially different procedures, standards and precedents with access to support and assistance from central agency staff (EIA).
Thinking Challenge (the complexity and novelty of thinking required)	3	<p>Variable – ATIPP Coordinators are confronted with a variety and diversity of problems which need to be analyzed before it is possible for them to select the appropriate solution or combination of solutions within their area of expertise and acquired knowledge.</p> <p>Thinking at this level (29%) represents the need for this position to interpret procedures to resolve problems within established frameworks while owning the process. Operates within clearly defined Federal and Territorial legislation. Provides guidance, direction and support to entire department.</p> <p>Positions at 33% include finance managers, policy analysts, registered nurses, social workers and system analysts.</p>
PERCENTAGE		29%
POINTS		50

ACCOUNTABILITY

Relationship between thinking/figuring things out and doing/making things happen:

Freedom to Act (extent role decides on the measures and actions to be taken to achieve required results)	D	<p>Generally regulated; operating within practices and procedures covered by precedents or well-defined policies and review of end results. Operates within clearly defined Federal and Territorial legislation.</p> <p>Positions within the E bucket in the GN are typically Directors or very senior professionals.</p>
Nature of Impact (nature and degree of influence on defined end results)	N	Quantitative (budget) measures are not relevant. Non-quantifiable magnitude criteria are used.
Magnitude – Area of Impact	III	Involves the processing of ATIPP requests for an entire department, which requires the analyzing and interpretation of information and legislation.
PROFILE		A1
POINTS		57



WORKING CONDITIONS

Physical Effort: (physical stress or fatigue: lifting, standing)	3	Prolonged periods spent in a seated position while working at a computer with ample opportunity to move about. Occasionally moves boxes of documents.	
Physical Environment: (increased risk of physical discomfort/accident/ill health: toxic fumes, dust, loud noise)	3	Typical office environment.	
Sensory Attention: (concentration levels: auditing, inspecting, operating mechanical equipment)	8	Prolonged attention detail when reviewing and preparing both print and electronic documents.	
Mental Stress: (increased risk of tension and anxiety: exposure to emotionally disturbing experiences, travel, work schedule)	8	May be subjected to unpleasant, abusive, or confrontational callers or requests. Deals with very confidential and often politically sensitive situations and issues.	
		POINTS 22	
DATE	March 06, 2023	TOTAL POINTS	304
PREPARED BY:	Catherine Hoyt – Manager, Job Evaluation and Organizational Design	PAY RANGE	13

Client Guide

Standing Offer Agreement 2022-52

For Standing Offer Agreement for Privacy & Information Management Specific Training and Consulting Services

Description: The Government of Nunavut (GN) Department of Community and Government Services, on behalf of the Department of Executive Intergovernmental Affairs (EIA), issued a Request for Proposals (RFP) to qualified firms and individuals for the purposes of establishing Standing Offer Agreements with one or more vendors, capable of providing Privacy impact assessments and General access and privacy consulting services per terms of reference.

Term of Standing Offer Agreement: The GN will enter into a Standing Offer Agreement with selected proponents commencing on January 1, 2023, and terminate on December 31, 2025.

There are no extensions

Nothing in this RFP or any resulting SOA shall limit the rights of the GN to request proposals for any form of services the same or similar to the services offered in this SOA.

Implementation: The Standing offer is like a list of pre-approved vendors. The vendors are pre-approved to provide consulting services and other services as outlined within the RFP. GN departments may engage these companies at their will. It is recommended that for the purpose of contracts, that the departments prepare a detailed statement of work to be performed. This statement of work can be attached to a Government of Nunavut Service contract (see attached at the end of this document)

1. This SOA establishes a list of pre-approved contractors. The contractors will be pre-approved to provide services in the respective categories and related topics as outlined within the RFP. When considering work requirements, the following rules will apply:
 - i. for Service Requests deemed to be worth \$150 000.00 or less, the GN may engage with any company on the pre-approved SOA list at their discretion.
 - ii. For Service Requests greater than \$150 000.00 the GN will engage in a public RFP process. Standard GN contracting procedures will apply.

The GN may go to the market for these related services at any time. This is not a promise of any amount of business and it is not an exclusive contract.

Call Up Procedures

SERVICE REQUESTS UNDER THIS SOA

Service Requests resulting from this RFP are permitted by the GN and will be entered into subject to the Terms of Acceptance set out above in this RFP. The following steps described below set out the basic process for engaging services under an SOA.

1. Companies that are successful will be notified, by written communication that they are on the Standing Offer List. The service category for which they are successful will also be identified.
2. If and when the GN determines that we have a specific work initiative to be continued, Contract Authority Departments will complete a "Consulting Service Contract" as is attached to this RFP document.
3. All of the Terms and Conditions of this RFP process including the pricing submitted by the successful proponent, shall apply.
4. The Contract Authority must ensure that the Contractor has attained the necessary Insurance as is outlined in the requirements of the RFP before any work is initiated.

Task(s) will be called-up by the **Program Authority** as follows:

- a) The Program Authority may consult directly with the SOA Vendor to ascertain and finalize a scope of work (see Needs Analysis below).
- b) The Program Authority will provide the SOA Vendor with a description of the task(s) to be performed or scope of work.
- c) The SOA Vendor will, within the timeframe allocated, estimate a price, delivery schedule, and proof of insurance(s) based on the scope of work.
- d) Prior to commencing any work, a firm price shall be established by multiplying the SOA Rates specified in the Basis of Payment Table by the number of hours or days estimated by the SOA Vendor.
- e) The Program Authority will then formally authorize the SOA Vendor to proceed with the work by issuing a formal agreement which shall be in the form of a Consulting Service Contract, see document attached to this RFP.

The scope of work and delivery deadlines specified in the service request shall be binding and must be adhered to.

Terms of Reference

The Department of Executive Intergovernmental Affairs (EIA) has recognized the need to establish arrangements with specialized service providers of privacy and information management specific training and consulting services, on an as-needed basis.

Accordingly, EIA is requesting proposals for Non-Exclusive Standing Offer Agreement(s) (SOA) with one or more suitably qualified contractors for the provision of consulting and professional services for a variety of potential access to information and protection of privacy related assignments. The purpose is to allow for more efficient response to government's requirements.

Scope of Work – Privacy Impact Assessments and General Consulting Topics Required

The protection of personal privacy is a paramount consideration for the Government of Nunavut. Its aim is to ensure that all the initiatives that may have an adverse impact on the privacy of individuals are properly examined to ensure that they are designed and administered in accordance with the requirements of the *Access to Information and Protection of Privacy Act* (ATIPPA) and “generally accepted privacy principles.” By performing Privacy Impact Assessments (PIAs) to ensure that all such initiatives take into consideration the impacts on privacy, the appropriate safeguard can be put in place to limit the risk of harm. EIA is releasing this RFP to identify and select a vendor or vendors that it plans to engage to provide PIA assessments on:

- The adoption of a new policy, process or procedure that affects how personal information is collected, used, shared/disclosed, stored, transmitted, protected, or disposed of.
- Significant change made to an existing policy, process or procedure that affects how personal information is collected, used, shared/disclosed, stored, transmitted, protected, or disposed of
- The acquisition of a new information management or communications system that affects how personal information is collected, used, shared/disclosed, stored, transmitted, protected, or disposed of
- The collection of new categories of personal information or the collection of personal information about new categories of individuals
- Any other activity that may in any way affect the privacy rights of individuals.

Other expected general topics of consulting under which specific work contracts may be awarded include:

- Conducting privacy investigations and remediation on an as-needed basis
- Conducting physical or electronic privacy audits as requested
- Train government staff on how to conduct PIAs and/or create guides resources and materials needed to complete PIAs.
- Develop educational and reference tools on the ATIPPA Act.

Proponent Requirements

The following criteria aim to ensure that the external resources (contractors) who are granted a contract to conduct PIAs for the GN are properly qualified and that they possess a solid understanding of the mandate, operation, and culture of the GN. These criteria are consistent with those required by several other Canadian jurisdictions. Therefore Successful Proponent(s), that will be offered a Standing Offer Agreement, should have the following:

1. Education and Privacy Work Experience:

A university degree in the arts, social sciences, law or public / business administration from a recognized university, **and** at least four years of continued experience in the privacy protection field within the last five years or 10 years in the field.

2. Formal Class Privacy Training:

Candidates with certifications with any of the following:

- Information Access and Protection of Privacy (IAPP)
- Canadian Institute of Access and Privacy Professionals (CIAPP)
- Certified Information Privacy Professional/Canada (CIPP/C)
- Privacy and Access to Canada professional designation: Associate (AAPP), Chartered (CAPP), or Master (MAPP)

Or have attended at least three days or more of formal privacy training by an accredited organization will be granted more evaluation points in the scoring grid.

3. Experience in the Conduct of PIAs or Privacy Compliance Audits:

Experience acquired through the conduct of a combined total of at least five PIAs and / or privacy compliance audits during the last five years.

4. Knowledge of the Mandate, Operation and Organizational Culture of the GN and Nunavut Communities:

All candidates should demonstrate a thorough understanding of the mandate, operations and organizational culture of the GN and Nunavut communities.

5. Privacy Experience in Other Canadian Jurisdictions:

The candidates who can demonstrate a wide range of experience in the privacy protection field with a provincial, territorial, or municipal government or with First Nations governments may be granted equivalency points in the scoring grid.

6. Experience in the Security Field:

An in-depth knowledge of security principles and candidates who have conducted numerous security Threat and Risk Assessments (TRA) for a Canadian jurisdiction should be considered an asset qualification, provided that candidates demonstrate a full understanding of the differences between:

- a) security and privacy.
- AND
- b) the PIA and the TRA processes.

7. Experience in the Health and Technology sectors

Approved Vendors:

Securewise Inc
3280 Bloor Street W.
Centre Tower, 11th Floor, Suite 1140
Toronto, Ontario
M8X 2X3
Authorized Contact Person: Judy Bonnici
416-568-6361
jbc@securewise.ca

Hitachi Systems Security Inc.
955 Michele-Bohec Blvd. Suite 244
Blainville, QC.
J7C 5J6
Authorized Contact Person: Samuel Ediale
438-500-5054
samuel.ediale@hitachi-systems-security.com

PrivacyWorks Consulting Inc.
4469 Percival Ave
Burnaby, BC
V5G 3S4
Authorized Contact Person: Adam Stinson
604-218-0434
adam@privacyworks.ca

Privacy Horizon Inc.
900 Mount Pleasant Rd. Suite 413
Toronto, ON.
L3T 7E5
Authorized Contact Person: Evan Mitchell
647-23-3826
evan.mitchell@privacyhorizon.com

Sundiata Warren Group Inc.
100 King St. W., Suite 5600
Toronto, ON. M5X 1C9
Authorized Contact Person: Peter Sundiata
416-342-883
psundiata@swgi.ca

Consulting Services Contract

The following Consulting Services contract template outlines key contractual requirements that the GN considers important and will substantially incorporate into any contract resulting from this RFP.

AGREEMENT

BETWEEN:

**THE GOVERNMENT OF NUNAVUT, as represented by
the Minister of *(name of department)*
(hereinafter referred to as the "GN")**

AND:

(Insert the name of the Consultant)
of (address of the Consultant),
(hereinafter referred to as the "Consultant")

WHEREAS:

- A. On June 22, 2018 the GN issued a request for competitive proposals under the title and reference number, Privacy & Information Management specific Training and consulting Services Nunavut - RFP 2018-79 for Privacy impact assessments and General access and privacy ("RFP), which RFP closed on August 31, 2018 and

- B. The Consultant provided a detailed Proposal dated [insert date of Proposal] ("the Proposal") outlining its ability to provide such services to the GN, and was the successful proponent under the RFP; *or (or The Consultant is Responsible, and has submitted a proposal that after the evaluation of which relative to the published selection criteria, was found Responsive, and to provide the best potential value to the GN)*; and
- C. The GN and the Consultant wish to set out the terms and conditions relating to the provision of such Services;

THEREFORE the GN and the Consultant agree as follows:

"Agreement" means this contract between the GN and the Consultant for Privacy impact assessments and General access and privacy Services;

"Services" means those [type/nature of services to be provided] services set out in RFP # (RFP Title, Community, Nunavut), the Terms of Reference of which are attached hereto as Appendix "A" and the services offered in the Consultant's proposal dated [date], attached hereto as Appendix "B", to be performed by the Consultant to the full satisfaction of the GN.

1. SERVICES

- 1.1 The Consultant will perform those services which are set out in the Terms of Reference of the RFP and the Proposal ("the Services"), which are attached as Schedules A and B respectively to, and form part of, this Agreement,
- 1.2 The Consultant agrees to fully perform the Services in a competent, timely and professional manner to the full satisfaction of the GN within the term and for the price set out herein;
- 1.3 The Consultant will perform the Services to the standards set out in the RFP and the Proposal, whichever is higher.
- 1.4 The Consultant and the GN have mutually agreed upon the following supplemental terms, and nothing in the RFP or the Proposal will supersede the terms listed in this part:
- 1.4.1 *insert in this section any negotiated items or terms that differ from the proposal or RFP – If this is not done, then the entire proposal, as written, will become part of the contract and any negotiations or modifications thereto will be lost. NOTE: This part of the contract requires more thought than the whole rest of it combined.*

2. TIME FOR PERFORMANCE

- 2.1 The Consultant shall commence performance of the Services on the day of _____, 20____, and shall forthwith execute and fully complete the Services, to the full satisfaction of the GN, on or before the ___ day of , 20__.

3. PAYMENT

- 3.1 The GN agrees to pay the Consultant for the Services a total amount not greater than *type in the amount of the contract in words* Canadian Dollars (*\$contract value in numbers*) as set out in refer to section and page numbers of the Proposal. *The underlined portion is necessary*

only if there is more than one payment, or if the total payment amount is not known at this time, but must be calculated (for example, to include travel expenses).

OR, if the payment terms are scattered throughout the Proposal; involve estimates; or are in any other way unclear, make up a Schedule A clearly setting out the payment terms and use this sentence for 3.1: ✂

- 3.2 *[Only if there is more than one payment]* Following completion of each portion of the Services, the Consultant shall invoice the GN for the performance of that portion of the Services, with documentation satisfactory to the GN.
- 3.3 Upon receipt of the invoice, the GN shall promptly determine whether the work which is the subject of the invoice is approved and the GN shall process payment to the Consultant of the amount of the approved portion of the invoice within thirty (30) days of the date of approval of the invoice, or within twenty (20) days of approval of the invoice in the case of a Nunavut Business as defined by the NNI Regulations.
- 3.4 Where the GN does not approve of any part of the work which is the subject of an invoice, the GN shall promptly notify the Consultant in writing, of the reason(s) why the work was not approved; and the Consultant shall remedy the work at no additional cost to the GN before the GN shall be obliged to pay the unapproved portion of the invoice.
- 3.5 If in the opinion of the GN the Consultant has failed to comply with or has in any way breached an obligation under this Agreement, the GN, on having given written notice of such breach to the Consultant, may withhold, in whole or in part, any payment due the Consultant without penalty, expense or liability; and any such hold back amount shall be withheld until the breach has been rectified to the satisfaction of the GN.
- 3.6 The GN may, in order to discharge obligations or satisfy claims against the Consultant or a subcontractor arising out of the execution of the Services, deduct any monies claimed and owing from any amount due and payable to the Consultant under this agreement, and pay it directly to an obligee or claimant.
- 3.7 The GN may set off any payment due the Consultant against any monies owed by the Consultant to the GN.
- 3.8 The GN must pay the Goods and Services Tax (GST), but is not subject to Provincial Sales Taxes (PST).

4. NOTICE AND ADDRESS

- 4.1 Any notice required to be given herein or any other communication required by this Agreement shall be in writing and shall be addressed as follows:

- a) To the GN:

Project Manager's Name and Title
 Department of *department name*
 Government of Nunavut
Mailing and Street Address Particulars
 Facsimile Number: () - -
 E-Mail Address:

Contract Name and Reference Number: *same as RFP Title but contract number may differ from RFP No (i.e., it can be the RSN # if an RSN was given to Purchasing).*

b) To the Consultant, at:

Consultant's Contact Person
 Consultant Name
 Mailing & Street Address
 Facsimile Number:
 E-Mail Address:

4.2 Any notice to be given under this Agreement shall be in writing, and shall be deemed to have been properly given if

- a) if delivered by mail, by mailing to that party at their mailing address for notices, and such delivery shall be effective when actually delivered or fifteen (15) business days following mailing, whichever is the earlier;
- b) if delivered by fax, by fax transmission to that party's fax number for notices (if any) and such delivery shall be effective on the first business day following the receipt of the fax transmission;
- c) if delivered by electronic mail, by electronic transmission to that party's email address for notices (if any) and such delivery shall be effective on the first business day following the receipt of the electronic transmission.

4.3 In the case of fax and electronic mail transmission of notices, the party sending the notice shall be solely responsible for ensuring the notice is properly received by the recipient.

5. PERFORMANCE OF SERVICES

- 5.1 The Consultant agrees to exercise all care, skill, and diligence in performing the Services and to comply with all the terms of this Agreement;
- 5.2 The Consultant agrees to furnish all labour, materials, supplies, tools, transportation, services and all things necessary for the proper and timely total completion of the Services. *[Note: In some circumstances, the GN may be supplying some materials or office support, in which case these should be set out as an exception to this section.]*
- 5.3 The Consultant agrees to use only new materials and supplies of the best quality, of merchantable quality, fit for the intended purpose, and carefully installed or applied in accordance with any manufacturer's specifications and warranty requirements, in performing the Services; *[This may not apply in some cases, if the Consultant does not use materials.]*
- 5.4 The Consultant warrants that it has independently reviewed the nature of the Services, it is not relying upon any GN representations and it is fully qualified and able to perform the Services by the completion date.

6. CHANGES TO WORK AND SERVICES

- 6.1 Unless authorized by a written change order agreed to by both parties, the Consultant shall not perform any additional work beyond the Services. Any costs, fees or expenses incurred

by the Consultant for additional unauthorized work that is not in a change order or change directive shall be the Consultant's sole responsibility and the GN shall not be liable for any claim for compensation or reimbursement of such costs, fees or expenses, in law, in equity or under this Agreement.

- 6.2 The Consultant shall not change or omit any part of the Services nor perform any extra or additional work or service requested unless authorized by a written and signed change order.
- 6.3 Any cost or expense incurred by the Consultant for any additional or extra work or service performed by the Consultant, subcontractor or sub-consultant, without a previously signed change order, shall be the Consultant's sole liability and responsibility, and the GN shall not be liable for any claim for compensation in respect of such additional cost or expenses, in law or equity, or under this Agreement.
- 6.4 The time for performance and completion of the Services shall not be extended unless such change in time has been expressly agreed to by the GN in writing.
- 7. PERSONNEL** *[Delete this section if the contract is with a sole proprietor individual person – as opposed to a company. Note the person still needs to be legally registered to do business in Nunavut, have a business license and a waiver from WSCC].*
- 7.1 At any time, upon request of the GN, the Consultant shall remove within three days any worker of the Consultant (whether employed or otherwise engaged by the Consultant) who in the opinion and sole discretion of the GN is deemed to be unsuitable and thereafter the Consultant shall replace that worker with one who is acceptable to the GN.
- 7.2 *[Delete this section if there are no key personnel.]* The GN and the Consultant having recognized that the following personnel *is/are* critically important to the successful performance of the Services, agree that the following individuals will remain fully employed in performing the Services and the Consultant will not, without the prior written consent or agreement of the GN, remove or reassign *this/these* individuals during the term of this Agreement as long as such individual(s) remain(s) in the employ of the Consultant:
- [LIST BY NAME AND POSITION] or insert a reference to Consultant's Proposal – Project Team Section & include the page numbers*
- 8. SUBCONTRACTORS** *[Delete this whole section if there are no subcontractors at all.]*
- 8.1 At any time, upon reasonable notice from the GN, the Consultant shall replace any subcontractor whom the GN acting reasonably has deemed to be unsuitable and thereafter the Consultant shall replace that subcontractor with one who is acceptable to the GN.
- 8.2 In the event such replacement of subcontractor results in an addition or reduction to the Agreement price and term, these may be adjusted by the differences caused by such replacement.
- 8.3 *[Delete this subsection if there is no key subcontractor]* The GN and the Consultant having recognized that the following subcontractor(s) *is/ are* critically important to the successful performance of the Services, agree that the Consultant will retain the following subcontractor(s) in performing the Services and the Consultant will not, without the prior written consent or agreement of the GN, remove or reassign *this/these* subcontractor(s) during the term of this Agreement, and shall promptly notify the GN should *this/these* subcontractor(s) become unavailable to the Consultant:

[LIST BY NAME AND POSITION] or insert a reference to Consultant's Proposal – Project Team Section & include the page numbers.

9. EXPEDITE THE WORK

- 9.1 At any time, upon notice from the GN, the Consultant shall make all reasonable efforts to expedite the Services and shall make all best efforts to ensure the timely and scheduled completion of the Services, at no additional cost to the GN.
- 9.2 Failure by the Consultant to do so when requested by the GN may be grounds for termination of this Agreement, in addition to all other remedies which may be available to the GN, under this Agreement, at law or in equity.

10. INTELLECTUAL PROPERTY WARRANTY

- 10.1 The Consultant warrants that:
- a) its performance of the Services and any product(s) used in performing the Services are original and are owned by the Consultant or have been validly and properly licensed by the Consultant as to all necessary intellectual property rights;
 - b) no performance of the Services or products used in performance of the Services will or do violate or infringe upon any intellectual property rights of any other person or entity; and,
 - c) it will indemnify and save harmless the GN from any costs, liabilities, damages or expenses, including reasonable legal fees and expenses arising, directly or indirectly, out of any proven or alleged breach of these warranties.

11. COPYRIGHT

- 11.1 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Consultant in performing the Services or conceived, developed or first actually reduced to practice in performing the Services, (herein called "the Property") shall vest in the GN and the Consultant hereby absolutely assigns to the GN the copyright in the Property for the whole of the term of the copyright.
- 11.2 The Consultant shall ensure that its contractual relations with employees and subcontractors preserve copyright for the GN, in compliance with the subsection above.

12. CONSULTANT'S ADDITIONAL RESPONSIBILITIES

- 12.1 In the event that the Consultant is, in the opinion of the GN, in default in respect of any obligation of the Consultant hereunder the GN may do any act as it deems necessary to rectify such default and the GN may deduct or set off the cost of such rectification against any payment due or becoming due to the Consultant under this or any other contract with the GN.
- 12.2 The Consultant may not assign or delegate the Services to be performed under this Agreement, or any part thereof, to any other party without the prior written consent of the GN. In the case of a proposed assignment of monies owing to the Consultant under this Agreement, the consent in writing of the Comptroller General of the GN must be obtained,

pursuant to S.69(4) of the Financial Administration Act (Nunavut) as amended or reenacted in successor legislation during the term of this Agreement.

- 12.3 The Consultant shall keep proper accounts and records of the services for a period of 3 years after the expiry of this Agreement. At any time during the term of this Agreement, and for the three (3) year period following the Agreement, the Consultant, upon the request of the GN shall promptly produce such accounts and records.
- 12.4 Any information obtained from, or concerning any department of the GN, or clients of any department of the GN, by the Consultant, its agents or employees in the performance of the Services, or of any other contract, shall be confidential. The Consultant shall take such steps as are necessary to ensure that any such information is not disclosed to any other person, and shall maintain confidential and secure all material and information that is the property of the GN and in the possession or under the control of the Consultant. This clause survives termination or expiry of this Agreement.
- 12.5 The Consultant shall notify the GN immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the Services under this Agreement.
- 12.6 The Consultant represents warrants and covenants that it does not have, and will not incur, a pecuniary interest in the business of any third party, or any other conflict of interest that would affect their objectivity in the performance of their duties under this Agreement. Should an event giving rise to such a conflict of interest occur, the Consultant shall immediately notify the GN, in writing, and present a plan whereby the conflict may be managed. Upon receipt of such a notice, the GN may, in its sole discretion, elect to terminate this Agreement, or continue with this Agreement subject to the Consultant's satisfactory compliance with the conflict management plan.
- 12.7 In the event that the provision of these services creates a conflict with any other party that the Consultant may represent, the GN and the other party to which services are being rendered shall be advised of the conflict immediately.

13. TERMINATION

- 13.1 The GN may terminate this Agreement at any time without penalty upon giving written notice to the Consultant, if, in the sole opinion of the GN,
 - a) the Consultant's performance of the Services is persistently faulty or below the required standard, or the Consultant is unable to deliver the Service as contracted (becomes 'not responsible'),
 - b) the Consultant becomes insolvent or commits an act of bankruptcy.
 - c) an actual or potential labour dispute delays or threatens to delay timely performance of the Services
 - d) the Consultant defaults or fails to observe the terms and conditions of this Agreement in any material respect.
- 13.2 This Agreement shall terminate as of the day for termination set out in the written notice and the Consultant shall forthwith invoice the GN for work performed to the date of termination.

14. SUSPENSION OF WORK

- 14.1 The GN may in its sole discretion at any time upon notice to the Consultant in writing suspend the performance of the Services in whole or in part, for a specified or unspecified time.
- 14.2 Upon receiving notice of the suspension, the Consultant shall immediately suspend all operations concerning that identified portion of the Services, except work necessary in the opinion of the GN, to care for, preserve and protect the Services.
- 14.3 During the period of suspension, the Consultant shall only be entitled to be reimbursed for its reasonable, proper and actual expenses in caring for, preserving and protecting the work product.
- 14.4 Should the period of suspension of the Services, in whole or in part, last longer than thirty (30) consecutive days or such longer period as the parties may agree upon in writing, either party to this Agreement may consider the Agreement to be terminated by mutual agreement without further liability.”

15. PERFORMANCE

- 15.1 If the Consultant fails to comply with any decision or direction of the GN made pursuant to the Services, or fails to take steps satisfactory to the GN to correct any defect, delay, deficiency or default within seven (7) days of being given written notice by the GN to do so, the GN may, upon notice to the Consultant, take the Services or a portion thereof out of the Consultant's hands and employ such methods and/or other Consultants as the GN deems advisable, to do that which the Consultant failed to do, at the Consultant's cost and expense.
- 15.2 If the Consultant defaults, fails to perform its obligations under this Agreement in whole or in part, or if in the sole discretion of the GN the quality of work or the contract management practice of the Consultant is unsatisfactory, the GN may deem the Consultant to be “not responsible” for the purpose of other proposals or tenders.

16. ALTERNATIVE DISPUTE RESOLUTION

- 16.1 The Parties agree that, both during and after the performance of the terms of this Agreement, each of them shall make bona fide efforts to resolve by good faith negotiations any dispute between them, which negotiations shall not terminate until the President of the Consultant (or designate) and the Deputy Minister (or designate), shall have considered the dispute. The Parties shall, on a without prejudice basis, provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate such negotiation.
- 16.2 If the dispute is not resolved in the foregoing manner, then the dispute shall be finally settled by arbitration and this Agreement specifically excludes the power of the Court to refuse to stay judicial proceedings. The arbitration shall take place in Iqaluit, Nunavut unless otherwise agreed.
- 16.3 Within 20 days after the Party requesting arbitration has given written notice of such request to the other Party, the Parties (acting reasonably) shall jointly appoint a single arbitrator. If

the Parties are unable to appoint a single arbitrator within the said 20-day period, then the Consultant shall appoint one arbitrator and the GN shall appoint one arbitrator, both such arbitrators to be appointed within 10 days after the end of the aforementioned 20-day period, with a third arbitrator then being selected by those two arbitrators within 5 days following their appointment. The third arbitrator shall alone conduct the arbitration. The arbitration will be final and binding and not subject to appeal and the procedures and substance of the arbitration will be governed by the *Arbitration Act, (Nunavut)*.

- 16.4 Notwithstanding the foregoing, the GN may at its option refer a particular dispute regarding confidential information, frustration or fundamental breach of the Agreement to the Nunavut Court of Justice and not to Arbitration.

17. FORCE MAJEURE

- 17.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of a public authority, Act of God or any other cause beyond its control, except labour disruption, without additional notice.
- 17.2 The Consultant acknowledges that Nunavut frequently experiences severe weather, shortages in supplies and fuel, and interruptions of power service and communications that might constitute force majeure elsewhere, and the Consultant will plan for those eventualities as much as possible.
- 17.3 In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses.
- 17.4 Should the Force Majeure event last for longer than thirty (30) days, the GN may terminate this Agreement, in whole or in part, without further liability, expense or cost of any kind."

18. INDEMNITY AND INSURANCE

- 18.1 The Consultant will indemnify and save harmless the GN, its employees and agents from and against all claims, demands, losses, damages, causes of action, costs and expenses made against or incurred, suffered or sustained by the GN 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 Consultant or of any agent, employee, officer, director or subcontractor of the Consultant pursuant to this agreement, excepting always liability arising out of the independent negligent acts of the GN.

🔗 Note: In some circumstances, this may not be enough coverage; consider the risks and consider consulting with the Risk Management office in the Department of Finance – preferably prior to issuing the RFP. ✂

- 18.2 The Consultant shall without limiting its obligations or liabilities hereto, obtain, maintain and pay for during the period of this Agreement, the following insurance:
- 18.2.1 Professional Liability Insurance with limits of not less than two million dollars (\$2,000,000) per claim, to cover claims arising out of the rendering of or failure to render any professional service under the Agreement. *🔗 [Note: This kind of*

insurance applies to certain kinds of professionals such as accountants, engineers, and architects, and covers 'errors and omissions']. ✂

- 18.2.2 Workers' Compensation and Safety (WCS) coverage. The Nunavut *Workers Compensation Act* requires that all persons working in Nunavut be covered under the Nunavut WC program, even if the employer is not a Nunavut-based company. If the Consultant is assessed any extra levies or assessment as a result of an injury or death to an employee (worker) of the Consultant or subcontractors or due to unsafe working conditions, these extra amounts will not be reimbursed by the GN.
- 18.2.3 All motor vehicles, watercraft or snowcraft used by the Consultant in the performance of the agreement, regardless of ownership, shall be insured by Standard Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property;
- 18.2.4 Commercial General Liability insurance with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to or loss of use of property. Such insurance shall include but shall not be limited to the following terms and conditions:
- Products and Completed Operations
 - Owners & Consultants Protective
 - Contractual Liability;
 - Broad Form Property Damage;
 - Personal Injury
 - Cross Liability and Severability of Interest;
 - Medical Payments
 - Non-Owned Automobile Liability including contractual liability
 - Contingent Employers Liability
 - Employees as Additional Insureds.
- 18.3 The insurance policies shall name the GN, its directors, officers, employees, agents and Consultants as Additional Insureds, only with respect to the terms of this Agreement (except on Workers Compensation, motor vehicles insurance and Professional Liability insurance), with a cross liability and severability of interests clauses. Such insurance shall be primary without right of contribution from other insurances available to the GN, and shall extend to cover the employees of the insureds hereunder.
- 18.4 All insurance policies shall include a provision whereby the insurers agree to provide not less than thirty (30) Days written notice to the GN prior to any insurance policies being materially altered, cancelled, or terminated by the insurers
- 18.5 The Consultant must have an account in good standing with its respective Worker's Compensation authority and provide evidence of same to the GN upon request from time to time.
- 18.6 The Consultant shall be responsible for any deductibles, exclusions and/or insufficiencies of coverage relating to such policies. The Consultant's liability is not capped to the amount of and scope of coverage required under the agreement.
- 18.7 The Consultant shall deposit with the GN prior to commencing the work, certificate(s) of insurance evidencing the insurance required by this Agreement in a form satisfactory to the

GN and with insurance companies satisfactory to the GN, and shall provide evidence of continuing coverage on request.

- 18.8 The Consultant will ensure that all individuals (including the Contractor if an individual, and including all employees, officers and subcontractors) who are physically present in Nunavut during the term of this contract have extended medical benefits that cover the full cost of ambulance and medical evacuation. Beneficiaries under the Nunavut Land Claim Agreement are automatically covered. Individuals may have extended medical benefits through a group program, including a group program to which their spouse belongs. Individuals present for a short time in Nunavut may buy the necessary coverage with their airfare. In the event this coverage is not in place for an individual who must be medically evacuated while in Nunavut, the Consultant will indemnify the GN for the cost of the medical evacuation.

19. GENERAL TERMS

- 19.1 It is a condition of this Agreement that payment hereunder is subject to Section 46 of the *Financial Administration Act* (Nunavut) as amended or reenacted in successor legislation during the term of this Agreement. Section 46 currently provides as follows:

"It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract."

- 19.2 It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the Agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 19.3 This Agreement shall be to the benefit of, and be binding on the respective administrators, successors and assigns of each of the parties hereto.
- 19.4 Time shall in every respect be of the essence of this Agreement.
- 19.5 The Consultant is an independent contractor with the GN and nothing in this Agreement shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the GN and the Consultant. The Consultant is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' safety and compensation and the Nunavut Payroll Tax.
- 19.6 This Agreement shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 19.7 No waiver by either party of any breach of any term, condition or covenant of this Agreement shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
- 19.8 The failure of either party at any time to require the performance of any provision or requirement of this Agreement shall not affect the right of that party to require the subsequent performance of that provision or requirement.

19.9 This contract comprises the entire Agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the Services to be provided by the Consultant and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of signature of this Agreement.

19.10 This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution and delivery of this Agreement or a counterpart thereof by any party by fax or electronically shall constitute valid and effective execution and delivery, but each party shall retain an originally executed copy of the Agreement.

IN AGREEMENT WITH THE FOREGOING PROVISIONS AND IN THE PRESENCE OF WITNESSES, the parties hereto set down their signatures, by hand or by facsimile, and together bind themselves to this Agreement as of the day of , 20_.

FOR THE CONSULTANT:

FOR THE GOVERNMENT OF NUNAVUT:

Name & Title

Name & Title

Signature

Signature

Witness Name & Title

Witness Name & Title

Witness Signature

Witness Signature



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Bulletin technique

Government of Nunavut Ransomware Report

July 14, 2020



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 Technical Bulletin
 Qaritauyaliqutinut Takuyauyaghat
 Bulletin technique

Contents

Purpose of this Document (In-scope/Out of Scope).....	3
Background	3
Government of Nunavut Ransomware Attack.....	4
Government of Nunavut Ransomware Response & Investigation	5
Cost	9
The Government of Nunavut Team	10
APPENDIX A: Ransomware Note on Computers and Published:	11
Appendix B: Microsoft Report:	12

Purpose of this Document (In-scope/Out of Scope)

The purpose of this report is to review the Ransomware incident of November 2, 2019, on the Government of Nunavut. This report is written entirely from the Community and Government Services (CGS) Information Management/Information Technology (IM/IT) perspective. The report will provide the background leading up to the event, details of the attack, and the remediation efforts undertaken to restore service.

This report does not detail the impact on any other Department or Organization within the Government of Nunavut (GN). For information related to departmental impacts, please refer to the individual departments.

Background

The delivery of IT for the government is considered a strategic corporate service. The IM/IT Division, within CGS which is led by the Corporate Chief Information Officer (CCIO) is the sole branch within the GN entirely dedicated to providing IT services for government across Nunavut. The delivery of IT services to GN departments and, in turn, residents of Nunavut is dependant on a hybrid network of effective and reliable satellite broadband, fibre optic cable networks as well as other support infrastructure.

Located in 25 communities across Nunavut and with southern Canada offices in Ottawa and Winnipeg, GN facilities share a sense of territorial isolation due to their remoteness and vast separation. Communication between all government offices is solely dependent upon satellite services with terrestrial connectivity established through specialized services from facilities located in Ottawa and Saskatoon. These realities have left the GN and all Nunavummiut with some of the most expensive and limited IT services in the country, specifically in telecommunications.

Despite these significant challenges, the IM/IT Division of CGS is making strides towards upgrading the GN's Information Technology infrastructures. These upgrades are significantly expanding corporate IT applications, network access, and internet connectivity services for departmental programs across all communities within Nunavut.

Government of Nunavut Ransomware Attack

On Saturday, November 2, 2019, a new and sophisticated category of ransomware affected the GN computer network territory-wide. The ransomware encrypted files on various servers, workstations, and external storage devices in the GN network. Once the threat was identified on November 2, 2019, IM/IT immediately took the network offline, identified affected services, initiated a contingency response plan and contacted cybersecurity experts and software providers to begin remediation efforts.

GN departments implemented contingency plans, ensuring essential services to Nunavummiut continued with minimal interruption.

A GN employee posted on Facebook about the ransomware attack on the Government of Nunavut and provided a picture of the ransom note as seen on their workstation display (See **Appendix A: [Ransomware Note on Computers and Published](#)**).

A decision was made by the leadership team not to pay the ransomware as, paying it would not have guaranteed full recovery of GN data, nor the future security of government systems. Once the decision was made, IM/IT initiated ransomware response teams to ensure network re-build, full systems data recovery from backups, and desktop remediation/rebuild for end users.

An emergency meeting of the Deputy Ministers was called to communicate the situation. All business units moved into their Business Continuity Plans (BCP) to ensure the continuation of services for all of Nunavummiut. IM/IT worked to provide support to all departments to ensure their BCP plans could continue. Under the direction of the Deputy Ministers Committee, essential services were identified that set priorities of services to be restored (Health, Family Services, Justice, Education, and Finance).

A communication strategy was implemented for Deputy Ministers to meet twice daily, share information, make critical decisions and provide updates on the recovery efforts.

Government of Nunavut Ransomware Response & Investigation

IM/IT initiated a full recovery from the adverse effects of the ransomware cyber-attack incident.

A plan was created to achieve full recovery of GN Network, systems, and rebuild workstations in all 25 Nunavut communities, including regional offices in Ottawa and Winnipeg.

Each stage of the plan consisted of specific tasks to be performed by IM/IT and reaching out to departmental resources for assistance where/when appropriate.

The strategy involved a parallel execution in a phased approach by splitting all available resources (IM/IT & departmental) into a backend restore group and three desktop teams. Each desktop team was assigned to a Nunavut region (Kitikmeot, Kivalliq or Qikiqtaaluk). A “war room” was established in Iqaluit as a command centre for the recovery of GN systems and to support the remote teams.



Iqaluit War room



IM/IT staff on charter to Grise Fiord to rebuild all community workstations. IM/IT staff visited all 25 Nunavut communities to rebuild GN user computers.

- The IM/IT management team, DM of CGS, and the Minister of CGS took on additional roles:
 - Minister of Community and Government Services took the role of informing cabinet and MLAs on the progress of recovery.
 - Deputy Minister of Community and Government Services took the lead role of the DMs oversight committee for the planning and execution of the recovery activities.
 - Corporate Chief Information Officer took on the business liaison role of point of single contact, working between internal IM/IT and the business departments, and with the DMs and Communications teams.
 - Director of Government Information and Planning took lead in the client terminals remediation (procurement, workstation rebuilds, and community deployment) for all communities.
 - Director Information & Communications Technology took the lead on the investigation, rebuild, server remediation and restoral of services for all communities.



IM/IT management met to evaluate the current state of the recovery. Although GN had specialists on staff, a decision was made to call in industry experts in malware attacks and aid in the investigation/recovery. RCMP also initiated an investigation on the attack on GN systems.

With answers from the investigation coming together rapidly, IM/IT backend restore team along with Teknicor as part of our managed service began the execution of the recovery of the GN networks and systems. In parallel the IM/IT frontend restore teams also began the planning and deployment of Windows 10 workstations in all 25 Nunavut communities and southern offices in Ottawa and Winnipeg. IMIT worked with various vendor such as Mandiant/FireEye (cybersecurity experts) and the Microsoft Detection and Response Team (DART) who are

leading experts in security and systems recovery validated the GN recovery plan as it progressed. The vendors also provided additional tools and assistance ensuring the appropriate security was applied (hardening) to the environment as well as the deployment of new cloud-based solutions for productivity and security. (See **Appendix B**: Microsoft Report)

The recovery execution was an all hands-on deck scenario. People were assigned different tasks that may not have been part of their normal job description to allow CGS IM/IT to move resources into jobs they would not otherwise do, but where help was required. The focus was on getting the primary data centre in Iqaluit back online so that all communities could connect into it for core business applications. Restoring GN applications in Iqaluit began with bringing government voicemail, systems, applications, and user data back online. The team in parallel began preparation to rebuild all other communities. The restoration activities included a full rebuild of the GN network in all communities, rebuild of all GN back-end systems, re-imaging of all GN computers to Windows 10 in all communities, and the deployment of new cloud based productivity tools.

The Government of Nunavut has very sophisticated backup systems. These systems are used daily to protect the Government of Nunavut data across the territory and in all government data centers. IM/IT created a segregated environment, disconnected from everything else, to restore the backups and ensure government data was safe. The teams filtered data backups through a variety of screening with FireEye to confirm they would not be restoring any infected or compromised files. The screening was successful. This process was very meticulous and time-consuming but critical to the success of the rebuild. Once confirmed the backups were clean, current (as of the end of day November 1, 2019) and accessible, the decision was made to recover/restore government data.

There were some exceptions to the loss of data:

- The data for Nunavut Arctic College – Multiview Accounting System had to be restored from the end of the day, October 31, 2019. This meant a one-day loss of data that would have to be re-entered manually.
- Data stored locally on “C” drives and not backed up by users to the network personal or shared drives.
- Data stored on USB and portable hard drives and not backed up by users to the network personal or shared drives.

GN Applications

As part of the rebuild process, the decision was made for any application to get back on the network, they must adhere to new strict security controls.

1. GN applications that met the new security control criteria were restored and brought online based on the priority of essential services first, then departmental need and application and data availability.
2. GN legacy applications that did not meet the new security controls, were placed into a secure zone on the network (behind firewalls) with strict user access limitations. IM/IT worked to bring these applications back online and notified client departments when these applications could not be put back onto the network as they were before, due to the security risk.

The recommendation was made to work with the client departments and respective application vendors to find a viable solution for non-complaint departmental applications. These applications would either need to be enhanced to meet our new security requirements or be replaced.

3. Migrate productivity applications to the cloud.
 - a. IM/IT determined the most efficient and secure way to bring back some enterprise applications was to move them to cloud-based solutions. These include:
 - i. Office 365
 1. E-mail
 2. Microsoft Teams
 3. OneDrive
 4. SharePoint

The E-mail services were moved from an on-premise solution to Office 365 in the cloud, territory wide. With the implementation of Office 365, IM/IT enabled Microsoft Teams

application for instant messaging and video conferencing, SharePoint Online and OneDrive for file sharing and collaboration.

GN Workstations

In parallel to other backend activities, GN front-end teams in all regions began the rebuild of GN workstations. As most GN communities do not have Help Desk staff, charter flights and scheduled flights were arranged to bring all communities online. Teams were created in Qikiqtaaluk, Kivalliq and Kitikmeot regions to manage the workstation remediation. During the remediation, with the Windows 10 upgrade and new security enhancements, it was found that over 1400 workstations would not function or at very poor performance for users and were replaced as part of the rebuild.



Iqaluit, Rankin, & Cambridge Bay Workstation rebuild/replacement facilities – all workstations were collected and upgraded/replaced.

The logistical coordination for the procurement of workstations, shipping to communities, flights and hotels were all major challenges. Charter flights and scheduled flights were arranged to maximize the appropriateness of the teams to respond and bring all communities back online rapidly. The teams encountered many issues such as weather delays, aircraft mechanical issues, accommodation issues, and a medivac emergency commandeered one of the charter planes, just to name a few of the many challenges. By December 21, 2019, all Nunavut communities had core connectivity and access to GN systems.

Cost

In responding to the ransomware attack, GN has incurred costs in the form of overtime pay for staff, contract resources, replacement of over 1400 user workstations, charter/scheduled flights, new software licensing for new cloud services, and third-party security support services.

The cost associated for CGS IM/IT from the ransomware incident between November 2, 2019 to March 31, 2020 was \$5,439,950 territory wide.



The people make the difference.

The Government of Nunavut Team

The GN was attacked by a sophisticated category of ransomware on November 2, 2019. Within 6 weeks, all Nunavut communities and southern offices had core connectivity with applications being brought online. The GN response to and recovery from ransomware was incredible! The people factor made the difference in the success of the GN recovery.



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APPENDIX A: [Ransomware Note on Computers and Published:](#)





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Appendix B: [Microsoft Report:](#)



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Appendix E - Non-Disclosure Agreements

List of Non-Disclosure Agreements as of March 2023						
Date Entered	Title	Public Bodies	Third Parties	Purpose of NDA (Information Disclosed)	Expiration Date	Status
16-Mar-23	Mutual Confidentiality and Non-Disclosure Agreement	NUNAVUT HOUSING CORPORATION	NCC INVESTMENT GROUP INC.	Technical and business information relating to construction plans, capital expenditures. proprietary ideas, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, software. schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, meeting minutes produced from negotiation sessions, and email communications between the parties respecting negotiations, regardless of whether or not such information is designated as "Confidential Information" at the time of its disclosure, but only applicable to information arising from the Parties' negotiations concerning a proposed housing initiative.	N/A	Active
06-Jan-20	N/A	QULLIQ ENERGY CORPORATION	QIKIQTANI INUIT ASSOCIATION	For all studies collected by QEC between 2006 and 2019 studying the potential related to hydro electric development in Iqaluit.	N/A	N/A
13-Mar-20	N/A	QULLIQ ENERGY CORPORATION	NUNAVUT NUKKIKSAUTIIT CORPORATION	For information related to QEC's powerplant in Sanikiluaq.	N/A	N/A
N/A	N/A	QULLIQ ENERGY CORPORATION	STAFF	At least 2 agreements; with the cyberattack deleting historical email and staffing transitions, specific dates cannot be confirmed.	N/A	N/A
18-Jan-22	N/A	COMMUNITY AND GOVERNMENT SERVICES - IMIT Division	MICROSOFT SYSTEMS	N/A	N/A	N/A
01-Apr-20	N/A	COMMUNITY AND GOVERNMENT SERVICES - IMIT Division	MICROSOFT SYSTEMS; NORTHWEST TERRITORIES	N/A	N/A	N/A
11-Feb-21	N/A	COMMUNITY AND GOVERNMENT SERVICES - IMIT Division	INFOTECH	N/A	N/A	N/A
31-Mar-21	N/A	COMMUNITY AND GOVERNMENT SERVICES - IMIT Division	SPACE	N/A	N/A	N/A
20-Jul	N/A	COMMUNITY AND GOVERNMENT SERVICES - IMIT Division	ATLANTIC CABLE MAINTENANCE AGREEMENT	N/A	N/A	N/A
26-Mar-21	N/A	COMMUNITY AND GOVERNMENT SERVICES - IMIT Division	SASKTEL INTERNATIONAL	N/A	N/A	N/A
17-Mar-21	N/A	COMMUNITY AND GOVERNMENT SERVICES - IMIT Division	GALAXY	N/A	N/A	N/A
26-Feb-20	N/A	COMMUNITY AND GOVERNMENT SERVICES - IMIT Division	CANADIAN CYBER SECURITY CENTRE	N/A	N/A	N/A
N/A	N/A	GOVERNMENT OF NUNAVUT (EIA Managed)	DEPUTY MINISTERS	All Deputy Ministers hired by the GN sign NDAs.	N/A	N/A

Appendix F - Privacy Impact Assessments

List of Privacy Impact Assessments as of March 2023

Date Submitted	Originating Department	Purpose	PIA Type
10-Jul-19	Justice	Public Trustee - Sage Client Relations Management software system implementation	Pre-PIA
14-Aug-19	Health	Public Health Act and Regulations	Pre-PIA
15-Aug-19	Nunavut Housing Corporation	MOU with CRA for Verification of Income (VOI) One Form	Pre-PIA
29-Aug-19	Health	Mental Health Act	PIA
18-Oct-19	Health	Access to CRV by External Partners	Pre-PIA
6-Feb-20	Finance	Cannabis Retail Regulations	Pre-PIA
25-Feb-20	Education	CCTV Policy for Education	Pre-PIA
24-Apr-20	Health	Medical Professionals Act	Pre-PIA
26-May-20	Health	CPHO Travel request shared inbox	Pre-PIA
26-May-20	Justice, Community and Government Services	Corrections Scheduling Management System	Pre-PIA
25-Jun-20	Finance	Wage premium	Pre-PIA
3-Jul-20	Culture And Heritage	CH Translation data sharing (with Microsoft)	Pre-PIA
15-Jan-21	Health	Vital Statistics Forms	Pre-PIA
26-Feb-21	Justice	Corrections Regulations	Pre-PIA
	Family Services	Regulations	Pre-PIA
26-Feb-21	Culture And Heritage	National Research Council agreement	Pre-PIA
2-Feb-21	Health	PHA regulation-Food Safety Regulation	Pre-PIA
18-Mar-21	Community and Government Services	YubiKey	Pre-Pia
12-Mar-21	Community and Government Services	Asset Surveillance Policy	Pre-Pia
1-Jun-21	Culture and Heritage	Museum Database	Pre-Pia
1-Jun-21	Health	Public Water Supply Regs	Pre-Pia
7-Jun-21	Health	Travel and vaccination status	Pre-Pia
14-Jun-21	Economic Development and Transportation	MVIS	Pre-Pia
25-Jun-21	Health	Hedgehog	Pre-Pia
25-Jun-21	Family Services	Safe Homes	Pre-Pia
20-Jul-21	Economic Development and Transportation	Tourism Regulations	Pre-Pia
21-Jul-21	Health	Transition Related Surgery	Pre-Pia
18-Aug-21	Nunavut Arctic College	SIS System upgrade and Cloud Migration	Pre-Pia
18-Aug-21	Nunavut Arctic College	Multiview Migration	Pre-Pia
19-Aug-21	Justice	Synergy Inmate Phone Solutions	PIA
12-Oct-21	Education	Violence Report Form	Pre-PIA
26-Oct-21	Nunavut Arctic College	Core System Upgrade	Pre-PIA
6-Dec-21	Health	QGH Central Monitoring Project	Pre-PIA
12-Dec-21	Health	immunization pre-pia	Pre-PIA
22-Jan-22	Human Resources	Independent Medical Examination Contracts	Pre-PIA
3-May-22	Education	Edsembli - Student Records	Pre-PIA
19-Apr-22	Workers' Safety and Compensation Commission	Third party help	PIA

4-May-22	Health	Lab Analyzer Equipment	Pre-PIA
6-May-22	Health	Canadian North Nordamis software	Pre-PIA
11-Aug-22	Health	Tobacco and Smoking Act	Pre-PIA
28-Aug-22	Health	ISA Vital Stats	Pre-PIA
7-Oct-22	Education	Archiving Emails	Pre-PIA
24-Oct-22	Finance	Enterprise Resource Project	Part 1
6-Feb-23	Family Services	Client Database	Pre-PIA
24-Mar-23	Justice	Statutory Appointments Tracking System	Pre-PIA

Appendix G - Interagency Information Sharing Protocol

INTERAGENCY INFORMATION SHARING PROTOCOL:

A collaborative arrangement created to better identify
and assist individuals at risk for suicide

January 2015

The participants to this arrangement are:

Government of Nunavut

As represented by:

The Honourable Minister of Health

The Honourable Minister of Justice

The Honourable Minister of Family Services

The Honourable Minister of Education

and the

The Royal Canadian Mounted Police, as represented by "V" Division

1. Introduction

- a) The participants enter into this information sharing arrangement with an understanding that every person and organization in Nunavut has a role in preventing suicide and in building a healthy community where the safety and well-being of Nunavummiut of all ages is achieved.
- b) The Nunavut Suicide Prevention Strategy acknowledges that information sharing and service coordination are critical to the effectiveness of addressing suicide prevention at the community and individual level.
- c) Respecting and maintaining the *confidentiality*¹ of *personal information* of those whom we provide service and/or supports is a top priority.

2. Information Sharing Arrangement

- a) Whenever possible, personal information should only be shared with the *informed consent* of the individual or a legal guardian (in the case of minors).
- b) However in certain circumstances where a person may be at *imminent risk* of harming themselves (or others), *personal information* may be shared by Government of Nunavut participants according to the *Access To Information and Protection of Privacy (ATIPP) Act* and section 8 of the *Privacy Act* (Canada) for the Royal Canadian Mounted Police (RCMP).
- c) The Participants concur that they will fully respect the scope, intent and meaning of all sections of this arrangement.

3. Collaborative Planning

- a) The participants to this arrangement agree to engage appropriately in holistic efforts to address the complex factors that influence suicide and whenever possible and/or required, work collaboratively to support at risk individuals and families.
- b) *Collaborative planning processes* are to be carried out in the spirit of:
 - i. Respect for personal information (as stipulated in Section 2)
 - ii. Cultural sensitivity

¹ Please note, all key concepts - identified in *italic/bold* - are defined in Appendix I: Interagency Information Sharing Protocol Glossary of Key Concepts

- iii. Mutual respect
 - iv. Family strengthening
 - v. Meaningful involvement
- d) The partners agree that case consultation will be done collectively and regularly under the following terms and conditions:
- i. Our work will proceed in the spirit of partnership, with a preference for collaborative and well-integrated multi-agency solutions;
 - ii. Our work will, at all times, remain culturally sensitive and respectful, and we will work with affected communities and individuals in an atmosphere of continuing dialogue and shared perspectives;
 - iii. Our work will be innovative, responsive, adaptable, practical and deliverable, with a continuing focus on meaningful and cooperative action;
 - iv. Our continuing responsibility is to ensure that our work remains client centered, coordinated, aligned and inter-connected across the agencies and services we represent.

4. Circumstances

- a) The circumstances by which this arrangement will be implemented fall into two categories: *Imminent Risk* and *Perceived Risk*.

5. Imminent Risk

- a) *Imminent risk* is defined as situations where an individual is exhibiting *warning signs* that present tangible evidence that they are at immediate risk of suicide.
- b) When an individual is identified as being at *imminent risk*, *personal information* may be shared for the purposes of providing assistance and addressing imminent risk of harm to self and/or others.

6. Perceived Risk

- a) The presence of *risk factors* may be associated with a person contemplating suicide and/or the presence of *risk factors* may predispose a person to higher risk of suicide.
- b) In cases where a person is displaying/experiencing *risk factors* in the absence of *warning signs* and there is no identified *imminent risk* of suicide, the participants understand that *personal information* can only be shared among the participants to this arrangement with the written *informed consent* of the individual (or their guardian if the person is under

the age of 16), or is otherwise authorized by law (Appendix II –Interagency Working Group Release of Information Consent Forms).

- c) Unless otherwise permitted by law, in the absence of written *informed consent*, personal information cannot be shared among the participants to this arrangement to support early intervention and/or case planning processes (such as seeking guidance regarding potential referral options and processes, etc.).

7. Confidentiality and Use of Personal Information

- a) Professional discretion is to be used to determine the appropriate amount of *personal information* to be disclosed to protect the mental or physical health and safety of any individual.
- b) *Personal information* will be treated with the utmost respect and *confidentiality* and in accordance with all pertinent legal/ethical obligations of collaborating professionals (privacy legislation, professional codes of ethics, etc.).
- c) Participating participants will take reasonable measures to preserve *confidentiality* and integrity and protect *personal information* against accidental and unauthorized access, use or disclosure.
- d) Unless otherwise permitted by law, such as in the event of *imminent risk* of harm to self or others, or as otherwise required by law, *personal information* will not be disseminated to any other third party without prior written *informed consent* of the individual and/or their guardian.
- e) Unless otherwise permitted by law, all participants agree that any client information shared by the participating agencies will be used solely for the purposes outlined by this arrangement and in accordance with the guidelines in Sections 5 and 6 of this arrangement.

8. Information Management and Privacy Access

- a) Each participating participant will maintain their own agency/department specific records pertaining to their involvement in the *collaborative planning process* in accordance with their own information management standards and processes/legislated responsibilities.
- b) Interagency meeting minutes and/or related committee documentation will contain **no** *Personal information*.

9. Dispute Resolution

- a) If an individual approaches a participant to this arrangement to question the use/sharing of their *personal information* and/or report a breach of their privacy, the individuals is to be advised of their right to seek recourse from the Information and Privacy Commissioner's Office.
- b) If a participating participant to this arrangement suspects a *material breach* of privacy, it is their duty to report the matter to the office of the Information and Privacy Commissioner.
- c) The Participants acknowledge that notwithstanding the wording used in this arrangement neither the arrangement as a whole nor any of its parts taken separately are, or ever have been, intended to be a contract or be contractual in nature.
- d) The participants to this arrangement will endeavour to resolve any disputes as they arise in a respectful and prompt manner.
- e) If the dispute cannot be resolved by participants, the concern is to be directed to the Assistant Deputy Ministers of the departments involved in the dispute and the Commanding Officer of "V" Division of the RCMP if applicable.
- f) The Arrangement, including Appendix I (Interagency Information Sharing Protocol Glossary of Key Concepts) and subsequent written amendments, constitutes the entire arrangement between the Participants and supersedes all previous documents, negotiations, understandings and undertakings related to its subject matter. By signing the arrangement, the Participants acknowledge having read the arrangement and support its content. In the event of conflict or inconsistency between the appendix and the main body of this arrangement, the main body of this arrangement prevails.

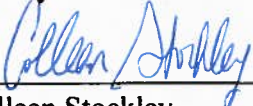
10. Arrangement Review / Revision

- a) All participating participants agree to a formal annual review.
- b) All participating participants agree that any operational changes as a result of the annual review will be formally added into the arrangement, with the written approval of the respective Deputy Ministers and the Commanding Officer of the RCMP in the division.

11. Cancellation of Arrangement

- a) All participating participants agree to provide 30 days written notice to all other participants in order to cancel this arrangement.
- b) Written cancellation of this arrangement will be delivered to the appropriate Assistant Deputy Ministers as well as the commanding officer of the RCMP by fax or mail and the period of notice will commence when received by the agency.


The Government of Nunavut as represented by the Deputy Ministers of Health, Justice, Family Services and Education:



 Colleen Stockley,
 Deputy Minister, Department of Health

June 17/15

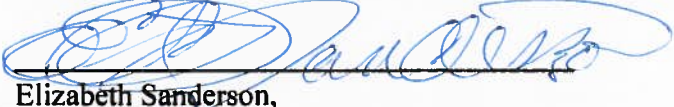
 Date



 Rebekah Williams,
 Deputy Minister, Department of Family Services

2015 June 18

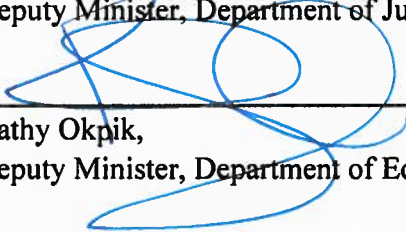
 Date



 Elizabeth Sanderson,
 Deputy Minister, Department of Justice

June 18/15

 Date

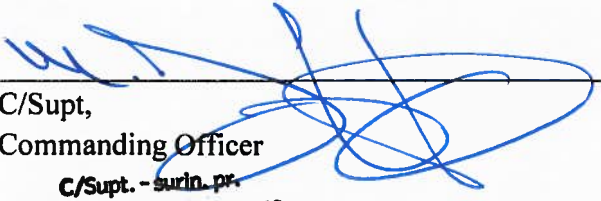


 Kathy Okpik,
 Deputy Minister, Department of Education

June 19/15

 Date

The Royal Canadian Mounted Police "V" Division as represented by the Commanding Officer:



 C/Supt,
 Commanding Officer
 C/Supt. - surin. pf.
 Michael R. JEFFREY O.2143
 CO, "V" Division

2015-07-07

 Date

Appendix I

Interagency Information Sharing Protocol

Glossary of Key Concepts

This glossary of key concepts does not offer formal definitions of terms but rather identifies areas of consideration drawn from various professional and legal doctrines for reflection and/or discussion when interpreting the Interagency Information Sharing Protocol.

Key Concepts – Handling of Personal Information:

Access to Information and Protection of Privacy (ATIPP) Act, available at:
<http://assembly.nl.ca/Legislation/sr/statutes/a01-1.ht>

Circle of Care: Circle of Care is not a defined term under the National Personal Information Protection and Electronic Documents Act or various provincial/territorial Personal Health Information Protection Acts. Circle of care is a term of reference used to describe health information custodians and their authorized agents who are permitted to rely on an individual's implied consent when collecting, using or disclosing personal health information for the purpose of providing health care or assisting in providing health care.

Collaborative Planning Process: Acknowledging that every person and organization in Nunavut has a role in preventing suicide, participants of this arrangement can work together both proactively and reactively to address the complex factors that influence suicide. Collaborative planning processes can inform interventions along a continuum of support ranging from prevention and early intervention, response and intervention support for at risk individuals to post care and follow-up supports for families and impacted community members.

While each participant to the arrangement operates under differing mandates (mental health, child protection, education, corrections, etc.) collaborative planning processes can strengthen organizational capacity to meet their respective mandates, inform holistic and innovative interventions, leverage resources, promote the wellbeing of Nunavummiut and prevent suicide.

Collaboration to occur per guidelines contained in Section 7 of the Interagency Information Sharing Protocol.

Confidentiality: The ethical obligation to keep someone's personal and private information secret or private (*Code of Ethics for Registered Nurses 2008*).

Health Care Team: A number of health care providers from other disciplines (often including regulated professionals and unregulated workers) working together to provide care for and with

individuals, families, groups, populations and communities (*Code of Ethics for Registered Nurses 2008*).

Informational Privacy: The right of individuals to determine how, when, with whom and for what purpose any of their personal information will be shared (*Code of Ethics for Registered Nurses 2008*).

Informed Consent: The process of giving permission or making choices about care. It is based on both a legal doctrine and an ethical respect for an individual's right to sufficient information to make decisions about their care, treatment and involvement in research (*Code of Ethics for Registered Nurses 2008*).

Material Breach of Privacy: A material privacy breach has the highest risk impact and is defined as: Involving sensitive personal information; and could reasonably be expected to cause serious injury or harm to the individual and/or involves a large number of affected individuals.

Need to Know Basis:

- a) Access to confidential information in the workplace occurs intentionally on a 'need to know' basis among members of the health care team.
- b) Every individual has a basic need for privacy and a legal right to have control over the collection, use, access and disclosure of their personal information.
- c) Client information will only be released when a valid consent form is received – using a properly completed and signed department release of information form.
- d) Client information will only be released when a valid consent form is received – using a properly completed and signed department release of information form.

(*Government of Nunavut Community Health Nursing Standards, Policies and Guidelines, 2011*)

Personal Information: Information about an identifiable individual, including:

- a) the individual's name, home or business address or home or business telephone number;
- b) the individual's race, colour, national or ethnic origin or religious or political beliefs or associations;
- c) the individual's age, sex, sexual orientation, marital status or family status;
- d) an identifying number, symbol or other particular assigned to the individual;
- e) the individual's fingerprints, blood type or inheritable characteristics;
- f) information about the individual's health and health care history, including information about a physical or mental disability;
- g) information about the individual's educational, financial, criminal or employment history,
- h) anyone else's opinions about the individual, and;
- i) the individual's personal opinions, except where they are about someone else

(*Consolidation of Access to Information and Protection of Privacy Act*).

Note: Appendix 8 of the ATIPP Policy and Guidelines Manual stipulates that “sharing of the personal information shall cease if the recipient is discovered to be improperly using or disclosing the shared information.”

Privacy Act of Canada, available at: http://www.priv.gc.ca/leg_c/r_o_a_e.asp

Protection of Personal Information: The head of a public body shall protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal (*Consolidation of Access to Information and Protection of Privacy Act*).

Public Body: A department, branch or office of the Government of Nunavut, or an agency, board, commission, corporation, office or other body designated in the regulations (*Consolidation of Access to Information and Protection of Privacy Act*).

Key Concepts – Imminent Risk, Warning Signs and Risk Factors:

Imminent Risk: Imminent risk is defined as situations where an individual is exhibiting warning signs that present tangible evidence that they are at immediate risk of suicide.

Risk Factors: Risk factors may be associated with a person contemplating suicide at one point in time over the long term, whereas warning signs are those factors that, in the immediate future (i.e., minutes and days), may set into motion the process of suicide (Rudd, 2008).

Risk Factors may include:

- a) Unemployed or recent financial difficulties
- b) Divorced, separated, widowed
- c) Social isolation
- d) Prior traumatic life events or abuse
- e) Previous suicidal behaviour
- f) Chronic mental illness
- g) Chronic, debilitating physical illness

(*Suicide Risk Assessment Guide: A Resource for Health Care Organizations*)

In general, there is consensus that it is the combination of warning signs and potentiating risk factors that increases a person’s risk of suicide (Jacobs et al., 1999).

The American Association of Suicidology has developed a simple tool, called “**IS PATH WARM**”, that can be used to remember the warning signs of suicide:

I – Ideation (suicidal thoughts)	P – Purposelessness	W – Withdrawal
S – Substance Abuse	A – Anxiety	A – Anger
	T – Trapped	R – Recklessness
	H – Hopelessness/Helplessness	M – Mood changes

The American Association of Suicidology also identifies other signs and behaviors to be aware of and that might suggest someone being at risk of suicide include:

- a) Direct and indirect verbal expressions: “I don’t want to live anymore”, “there is nothing to live for anymore”, “people will be better off without me”
- b) Dramatic changes in mood
- c) Loss of interest in previously enjoyed activities
- d) Agitation
- e) Increase in drug and alcohol use
- f) Risk taking behavior
- g) Aggressive, impulsive and/or violent acts
- h) Expressions of hopelessness and purposelessness
- i) Lack of self-care or outright neglect of self
- j) Changes in eating and sleeping patterns
- k) Withdrawal from family, friends, and interests
- l) Giving away prized possessions and/or writing a will
- m) Reconnecting with old friends and extended family as if to say goodbye
- n) Previous unresolved or recent suicide attempt

American Association of Suicidology: www.suicideprevention.ca/about-suicide/warning-signs

Warning Signs: Warning signs present tangible evidence that a person is at heightened, imminent, risk of suicide in the short term; and may be experienced in the absence of potentiating risk factors. The presence of potentiating risk factors may predispose a person to higher risk of suicide, but this risk is established by the presence of warning signs:

- a) Threatening to harm or end one’s life
- b) Seeking or access to means: seeking pills, weapons, or other means
- c) Evidence or expression of a suicide plan
- d) Expressing (writing or talking) ideation about suicide, wish to die or death
- e) Hopelessness
- f) Rage, anger, seeking revenge
- g) Acting recklessly, engaging impulsively in risky behaviour
- h) Expressing feelings of being trapped with no way out
- i) Increasing or excessive substance use
- j) Withdrawing from family, friends, society
- k) Anxiety, agitation, abnormal sleep (too much or too little)
- l) Dramatic changes in mood
- m) Expressing no reason for living, no sense of purpose in life

(Suicide Risk Assessment Guide: A Resource for Health Care Organizations).

Appendix II
Interagency Working Group Release of Information
Consent Form

I _____ agree that _____
Name of Client *Name of Service Provider*

Name of agency *Address*

may release information to:

Name of Agency/Individual *Address*

and/or may gather information from:

Name of Agency/Individual *Address*

I agreed to the release of the listed information for the provided reasons:

Description of information to be released/purpose for release

This agreement ends 6 months from the date of signature. Consent can also be voluntarily withdrawn at any time:

Date

Signature of client

Signature of witness

**Interagency Working Group Release of Information
Parent/Legal Guardian Consent Form – Children Under the age of 16**

I _____ agree that _____
Name of Parent/Legal Guardian *Name of Service Provider*

Name of agency *Address*

may release information to:

Name of Agency/Individual *Address*

and/or may gather information from:

Name of Agency/Individual *Address*

Regarding:

List children's names *List children's names*

I agreed to the release of the listed information for the provided reasons:

Description of information to be released/purpose for release

This agreement ends 6 months from the date of signature. Consent can also be voluntarily withdrawn at any time:

Date

Signature of client

Signature of witness

Appendix H - Information Sharing Agreements

List of Information Sharing Agreements as of March 2023					
Title	Public Bodies	Third Parties	Purpose of Agreement (Information Disclosed)	Territorial Statute	IPC Consult
COVID 19, agreement	HEALTH	ROYAL CANADIAN MOUNTED POLICE	Coordination of information needed to address Covid 19 concerns.	N/A	Yes
(Multiple Tax Information Sharing Agreements)	FINANCE	CANADA REVENUE AGENCY; FINANCE MINISTRIES OF THE GOVERNMENTS OF: BRITISH COLUMBIA, MANITOBA, NEW BRUNSWICK, NOVA SCOTIA, NORTHWEST TERRITORIES, AND SASKATCHEWAN	These information-sharing agreements are for the purposes of tax enforcement. Except for the agreement with Canada Revenue Agency, these agreements all predate the time period listed in the question, (mentiones for the sake of completeness).	Various, including: Income Tax Act Insurance Act Petroleum Products Tax Act Property Assessment and Taxation Act Tobacco Tax Act Payroll Tax Act	No
Memorandum of Agreement	CULTURE & HERITAGE	WINNIPEG ART GALLERY	Agreement includes storage and care of Nunavut's collections, digitization of the GN art collection, and education programs for general museum practices.	N/A	No
Memorandum of Agreement	CULTURE & HERITAGE	CANADIAN MUSEUM OF NATURE	These agreements are for Nunavut's Archaeology Collection and Palaeontology Collection and include storage and management of the collections. Under general provisions, disclosure of information relevant to this agreement shall only be made by appropriate CMN officers. The CMN has obligations under the federal Access to Information Act which provides protections similar to Nunavut's ATIPPA.	N/A	No
Concerning the Disclosure of Driver's License Information	ECONOMIC DEVELOPMENT AND TRANSPORTATION	STATISTICS CANADA	Collecting personal information on people living in Nunavut as part of Stats Canada's mandate.	Statistics Act	No
Concerning the Disclosure of Information Products (Vehicle registration files)	ECONOMIC DEVELOPMENT AND TRANSPORTATION	STATISTICS CANADA	Providing vehicle registration files for carrying out Canadian Vehicle Surveys	Statistics Act	No
Agreement with Elections Canada	ECONOMIC DEVELOPMENT AND TRANSPORTATION	ELECTIONS CANADA	Sharing of driver's license information for the purposes of updating the Register of Electors.	Traffic Safety Act	No
Agreement Concerning the Sharing of Information between Statistics Canada and the Nunavummit Kiglisiniartiit (Nunavut Bureau of Statistics)	EXECUTIVE AND INTERGOVERNMENTAL AFFAIRS	STATISTICS CANADA	Sharing of personal information of Nunavummiut collected by both public bodies for the purposes of statistical analysis of data.	Statistics Act	No
Canadian Cancer Registry	HEALTH	STATISTICS CANADA	Agreements with Statistics Canada for sharing of information related to Cancer prevalence in Nunavut.	Statistics Act Diseases Registries Act	No
Canadian Congenital Anomalies Surveillance System	HEALTH	PUBLIC HEALTH AGENCY OF CANADA	Agreement with the Public Health Agency of Canada to exchange health data.	<i>Diseases Registries Act</i>	No
Statistics Canada Data Sharing Agreement	HEALTH	STATISTICS CANADA	Agreement to cover information sharing from Statistics Canada to Nunavut, including provisions related to privacy, security, use of information, and dealing with braches. Also includes appendices on data security and the role of the data custodian.	<i>Statistics Act</i>	No
Canadian Chronic Disease Surveillance System	HEALTH	PUBLIC WORKS CANADA	Service Contract with Public Works (Canada) and Services Canada on behalf of the Public Health Agency of Canada.	<i>Statistics Act</i>	No
Public Health Agency of Canada Invasive Bacterial Diseases Surveillance Program Memorandum of Understanding	HEALTH	PUBLIC HEALTH AGENCY OF CANADA	Memorandum of Understanding with the Public Health Agency of Canada to share information to allow for the surveillance of Inflammatory Bowel Disease in Nunavut.	<i>Statistics Act</i>	No
Public Health Agency of Canada Hepatitis B Vaccination Study	HEALTH	PUBLIC HEALTH AGENCY OF CANADA	Agreement to allow for the study of Hepatitis B Vaccination in Nunavut.	<i>Statistics Act</i>	No
Protocol between the Representative for Children and Youth and the Department of Education	EDUCATION	REPRESENTATIVE FOR CHILDREN AND YOUTH	Protocol for the sharing of information between the Representative for Children and Youth and the Department of Education for the administration of the <i>Representative for Children and Youth Act</i> .	<i>Representative for Children and Youth Act</i>	No
Protocol between the Representative for Children and Youth and the Department of Family Services	FAMILY SERVICES	REPRESENTATIVE FOR CHILDREN AND YOUTH	Protocol for the sharing of information between the Representative for Children and Youth and the Department of Family Services for the administration of the <i>Representative for Children and Youth Act</i> .	<i>Representative for Children and Youth Act</i>	No
Agreement with Nunavut Housing Corporation for the sharing of information related to Income Assistance and Nunavut Housing Corporation Programs.	FAMILY SERVICES AND NUNAVUT HOUSING CORPORATION	N/A	Agreement with FPTs and Public agencies for administering, enforcing or evaluating programs.	<i>Income Assistance Act</i>	No
Information Sharing Agreement for Article 32	EXECUTIVE AND INTERGOVERNMENTAL AFFAIRS	NUNAVUT TUNNGAVIK INCORPORATED	Agreement regarding sharing information, including personal information, for the purposes of implementing Article 32.	N/A (Nunavut Agreement)	No