



## Professional Services Agreement

THIS AGREEMENT made in duplicate this 4th day of October, 2011.

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections Branch

(herein called the "**Province**")

OF THE FIRST PART

**AND:**

Dr. Maureen Olley  
102-15910 Fraser Hwy, Unit 313  
Surrey, BC V4N 0X9

(herein called the "**Contractor**")

OF THE SECOND PART

WITNESSETH that the parties hereto agree as follows:

**DEFINITIONS**

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

- (a) "Assistant Deputy Minister" means the Assistant Deputy Minister, Corrections Branch, Ministry of Public Safety and Solicitor General, or such other official as the Province may specify by written notice to the Contractor, and includes any person designated by him to act for or on his behalf with respect to any provision of this Agreement;
- (b) "Branch" means the Corrections Branch, Ministry of Public Safety and Solicitor General, or such other organizational part of the government of the Province as the Province may specify by written notice to the Contractor;
- (c) "Contract Manager" means the Corrections Branch representative responsible for the overall negotiation, development, administration, monitoring and evaluation of the Agreement;
- (d) "Correction Act" means the *Correction Act*, SBC 2004, c. 46;
- (e) "Correction Act Regulation" means the *Correction Act Regulation*, B.C. Reg. 58/2005;
- (f) "Criminal Records Review Act" or "CRRRA" means the *Criminal Records Review Act*, RSBC 1996, c. 86;
- (g) "Facilities" means the premises, if any, described in the Schedule of Licenses attached hereto;
- (h) "Financial Administration Act" means the *Financial Administration Act*, RSBC 1996, c.138;

- (i) "Incorporated Material" includes all accounting records, findings, software, data, specifications, drawings, reports, documents and other materials in existence prior to the start of the Term or developed independently of this Agreement, whether complete or not, and that are incorporated into or embedded in the Produced Material by the Contractor or its subcontractors;
- (j) "Inventory" means the furnishings, equipment, supplies and other personal property of the Province, if any, described in the attached Schedule of Licenses;
- (k) "Material" means, collectively, the Produced Material and the Received Material;
- (l) "Necessary Government Approvals" means the issuance by a government (including Canada, the Province and municipalities) or any department, branch or agency thereof of all permits, licenses or approvals required for the Contractor to perform the Services and to use and operate all equipment, premises and facilities, if any, in connection therewith;
- (m) "Produced Material" includes all Incorporated Material and all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or its subcontractors;
- (n) "Program" means the program or programs, if any, established by the Assistant Deputy Minister and described in the Schedule of Programs attached hereto;
- (o) "Received Material" includes all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or its subcontractors from the Province or any other person;
- (p) "Security Procedures" means such procedures as are established by the Assistant Deputy Minister and in effect, from time to time, with respect to the delivery of the Services, the conduct and supervision of persons assigned to the Program or the Facilities, and includes any amendments thereto;
- (q) "Services" means the services described in the Schedule of Services attached hereto;
- (r) "Society Act" means the *Society Act*, RSBC 1996, c. 433;
- (s) "Standards" means those standards established or adopted by the Assistant Deputy Minister and detailed in the Schedule of Standards attached hereto and includes any amendments thereto;
- (t) "Term" means the period referred to in paragraph 3.02 of this Agreement;
- (u) "Treasury Board" means the board continued under the *Financial Administration Act*, RSBC 1996, c. 138;
- (v) "Workers Compensation Act" means the *Workers Compensation Act*, RSBC 1996, c. 492.

## **REPRESENTATIONS AND WARRANTIES**

2.01 The Contractor represents and warrants to the Province that:

- (a) all information, statements and documents submitted to the Province in connection with this Agreement are true and correct;
- (b) it has obtained all necessary government approvals;
- (c) it has received and read the Standards as well as any additional documents referred to in the Schedule of Standards; and
- (d) it has received and read the privacy policies detailed in the Privacy Protection Schedule.

2.02 Upon request from the Assistant Deputy Minister from time to time, the Contractor shall provide evidence satisfactory to the Assistant Deputy Minister that the representations and warranties set forth in paragraph 2.01 are true and correct.

2.03 All representations and warranties made herein and all documents, proposals, submissions, and information provided by the Contractor are material and shall be deemed to have been relied upon by the Province, and shall survive the execution and delivery of this Agreement and continue in full force and effect so long as this Agreement remains in force

## **APPOINTMENT AND TERM**

- 3.01 The Province retains the Contractor to provide the Services.
- 3.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor shall provide the services, subject to and in accordance with the provisions of this Agreement, during the period commencing on October 1, 2011 and ending on March 31, 2015.

## **CERTIFICATIONS AND QUALIFICATIONS**

- 4.01 Where any Schedule attached hereto or any law or governing body having jurisdiction requires that any of the Services must be provided by:
- (a) a duly qualified, certified or licensed practitioner or professional; or
  - (b) a person with a certain qualification or level of training, competence or experience;
- the Contractor shall cause and permit only those persons who meet the requirements of paragraph (a) or (b), above, to perform those Services.
- 4.02 The Contractor shall ensure that it and all personnel engaged by it hold or have been issued all required licenses, certificates and memberships and that they are valid and subsisting and in good standing, and upon request from the Assistant Deputy Minister from time to time, shall provide evidence satisfactory to the Assistant Deputy Minister that the Contractor has complied with this requirement.
- 4.03 The Assistant Deputy Minister may, in his sole and absolute discretion, determine whether the Contractor requires security clearance in connection with the Services. If the Assistant Deputy Minister determines that security clearance is required, the Assistant Deputy Minister may, in his sole and absolute discretion, grant or refuse such clearance, and the Contractor shall not cause or permit any person to provide any of the Services unless that person has received the security clearance of the Assistant Deputy Minister. The Province shall reimburse the Contractor for all police search fees incurred in obtaining such security clearances.

## **GENERAL STANDARDS OF PERFORMANCE**

- 5.01 The Contractor shall:
- (a) perform the Services to the reasonable satisfaction of the Assistant Deputy Minister;
  - (b) perform the Services to the standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;
  - (c) use its best efforts to deliver the Services as contemplated by this Agreement, and to achieve the goals and objectives of the Program(s), if any;
  - (d) observe, perform and comply with the Standards, Security Procedures and those provisions of the statutes referred to in the Schedule of Standards that are applicable or have been designated by the Assistant Deputy Minister to be applicable to all or any part of the Services, the Facilities, the Program(s), or persons assigned to the Program(s);
  - (e) unless otherwise provided in any of the Schedules attached hereto, report to the Centre's Warden or delegate any breaches or imminent or potential breaches of Security Procedures by persons assigned to the Program(s) or by any recipient of any of the Services, and shall include in its report all related information of which the Contractor is aware.

## **PAYMENT**

- 6.01 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in the Schedule of Payments:
- (a) the fees described in that Schedule, plus any applicable taxes; and
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.
- 6.02 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 6.03 If the Contractor is not resident in Canada, the Province may be required by law to withhold income tax from the fees described in Schedule of Payments and to then remit that tax to the Receiver General of Canada on the Contractor's behalf.

## ENVIRONMENTAL PRACTICES

- 7.01 The Contractor shall take all reasonable steps to operate the Program and provide the services in an environmentally sensitive and safe manner, including:
- (a) reusing or recycling waste products which it uses or produces in providing the Program or Services; and
  - (b) wherever possible, using products which are environmentally safe.

## RECORDS AND REPORTS

- 8.01 Unless otherwise specified in any of the Schedules attached hereto, the Contractor shall:
- (a) keep a record of all dates and hours during which the Services are provided;
  - (b) keep books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same; and
  - (c) keep books of account and supporting documents relating to the number of employees, their classification, and the wages and benefits provided to employees.
- The Assistant Deputy Minister shall have free access at all reasonable times to such records, invoices, receipts, vouchers, books of account, and supporting documents for the purposes of copying or auditing the same.
- 8.02 Where the Contractor is a society incorporated under the *Society Act*, it shall, as requested from time to time, provide the Assistant Deputy Minister with a copy of its most recent financial statements and annual report.
- 8.03 In addition to any information or reports required pursuant to any of the Schedules attached hereto, the Contractor shall, upon request:
- (a) fully inform the Province of work that has been done and that remains to be done by or for the Contractor in connection with the provision of the Services;
  - (b) permit the Province at all reasonable times to inspect and examine any premises and equipment (including inventory and facilities, if any) used by the Contractor in connection with the provision of Services, and to review and copy any and all Material; and
  - (c) cooperate fully with the Province in evaluating and assessing the efficiency, quality and delivery of the Services.

## INDEPENDENT CONTRACTOR

- 9.01 The Contractor is an independent contractor and not the servant, employee, agent or partner of the Province or the Assistant Deputy Minister.
- 9.02 Unless provided by the Province pursuant to the Agreement, the Contractor will supply all Material, Facilities, labour, equipment and supplies necessary to perform the Services.
- 9.03 The Contractor shall not in any manner whatsoever commit the Province or the Assistant Deputy Minister to the payment of any money to any person, firm or corporation.
- 9.04 All personnel engaged by the Contractor for the purposes of this Agreement shall, throughout the Term, be the responsibility of the Contractor and not of the Province or the Assistant Deputy Minister, and without limiting the generality of the foregoing, the Contractor shall:
- (a) ensure that all personnel observe, perform and comply with every provision of this Agreement that is applicable to any of the Services for which they are engaged by the Contractor;
  - (b) be solely responsible for the supervision and discipline of its personnel and the payment of all remuneration to its personnel;
  - (c) where the Contractor or its employees are required to be registered under the *Workers Compensation Act*, obtain such registration as is required under that Act and maintain it in good standing;
  - (d) pay any taxes, employment insurance premiums, Canada Pension Plan premiums or contributions, workers compensation assessments and any other assessments, fees, or charges of any nature or kind whatsoever that are payable to any government (whether federal, provincial or municipal) or to any body, agency or authority of any government by virtue of the relationship between the Contractor and its employees or its subcontractors; and

- (e) not do anything that would result in personnel hired by the Contractor or one of its subcontractors being considered employees of the Province.

#### **INSURANCE AND INDEMNITY**

- 10.01 The Contractor shall, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this agreement the following insurances with insurers licensed in Canada:
- (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause.
  - (b) Automobile Liability on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000.00 per occurrence.
  - (c) Professional Liability in an amount not less than \$2,000,000.00, insuring the Contractor's liability resulting from errors and omissions in the performance of professional Services under this Agreement.
- 10.02 All insurance described in paragraph 10.01 must:
- (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
- 10.03 The Contractor shall provide to the Assistant Deputy Minister:
- (a) prior to commencement of the Services and annually on renewal of the policies, evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance except for Automobile Liability which evidence may be provided on an ICBC APV-47 if applicable; and
  - (b) if requested by the Assistant Deputy Minister, certified copies of required policies.
- 10.04 The Contractor hereby waives all rights of recourse against the Province in relation to any damage to the Contractor's property.
- 10.05 The Contractor shall indemnify and save harmless the Province, its employees and agents, and the Assistant Deputy Minister from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province, its employees and agents, or the Assistant Deputy Minister may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of, or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts or omissions of the Province.

#### **OWNERSHIP**

- 11.01 Any equipment, machinery or other property other than the Material provided by the Province to the Contractor as a result of this Agreement, shall be the exclusive property of the Province, and shall forthwith be delivered by the Contractor to the Assistant Deputy Minister on the Assistant Deputy Minister giving written notice to the Contractor requesting delivery of the same, whether such notice is given before, upon or after the expiration or sooner termination of this Agreement, unless otherwise provided in any of the Schedules attached hereto.
- 11.02 The Province shall own all property rights in the Material which are not intellectual property rights.
- 11.03 The Contractor shall deliver any Material to the Province immediately upon the Province's request.
- 11.04 The Province shall exclusively own all intellectual property rights, including copyright, in
- (a) Received Material that the Contractor received from the Province, and
  - (b) Produced Material, other than any Incorporated Material.
- Upon the Province's request, the Contractor shall deliver to the Province documents satisfactory to the Province, waiving in the Province's favour any moral rights which the Contractor or its employees, or a

subcontractor or its employees may have in the Produced Material, and confirming the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

- 11.05 Upon any Incorporated Material being embedded or incorporated in the Produced Material, the Contractor grants to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.

#### **ASSIGNMENT AND SUBCONTRACTING**

- 12.01 The Contractor will not without the prior written consent of the Assistant Deputy Minister:
- (a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
  - (b) subcontract any obligation of the Contractor under this Agreement.
- 12.02 No subcontract entered into by the Contractor shall relieve the Contractor from any of its obligations under this Agreement or impose any obligation or liability upon the Province to any such subcontractor.

#### **CONFIDENTIALITY AND SECURITY**

##### **Confidentiality**

- 13.01 The Contractor shall treat as confidential and shall not, without the prior written consent of the Assistant Deputy Minister, publish, release or disclose or permit to be published, released or disclosed at any time, whether before, upon or after the expiration or sooner termination of this Agreement, any material or information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement, except insofar as such publication, release or disclosure is necessary for the Contractor to fulfil its obligations under this Agreement or to comply with the law of the Province or Canada.
- 13.02 The Contractor shall comply with all of the provisions of the attached Privacy Protection Schedule as well as all directions given by the Province under the Privacy Protection Schedule.

##### **Security**

- 13.03 The Contractor must:
- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
  - (b) comply with the Security Schedule if attached.

#### **CONFLICT OF INTEREST**

- 14.01 During the Term, the Contractor shall not perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice does or may, in the reasonable opinion of the Assistant Deputy Minister, give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

#### **DEFAULT AND TERMINATION**

- 15.01 The Province may terminate this Agreement at any time, without cause, by giving at least 30 days written notice of termination to the Contractor.
- 15.02 If the Contractor fails to comply with any provision of this Agreement then, in addition to any other remedy or remedies available to the Province, the Province may, at its option, terminate this Agreement by the Assistant Deputy Minister giving written notice of termination to the Contractor and if such option is exercised then this Agreement shall terminate on the date such notice is received or deemed received by the Contractor pursuant to paragraph 16.01.
- 15.03 If this Agreement is terminated pursuant to paragraph 15.01 or 15.02, the Province shall be under no further obligation to the Contractor except to pay to the Contractor that portion of the fees and expenses described in the Schedule of Payments which equals the portion of the Services that was completed to the Province's satisfaction before termination. That payment discharges the Province from all liability to the Contractor under this Agreement.

#### **NOTICES**

- 16.01 Any notice, consent, waiver, report, other document or payment and all or any of the material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery or, if

mailed, on the fifth business day after the mailing of the same in British Columbia by prepaid post addressed, as the case may be, to the Province, the Assistant Deputy Minister or an authorized representative, at the following address:

Debbie Hawboldt  
A/Deputy Provincial Director  
Corrections Branch  
Ministry of Public Safety and Solicitor General  
PO Box 9278 STN PROV GOVT  
7th Floor, 1001 Douglas Street  
Victoria, British Columbia V8W 9J7  
Fax: (250) 356-7366

or, to the Contractor at the following address:

Dr. Maureen Olley  
102-15910 Fraser Hwy, Unit 313  
Surrey, BC V4N 0X9  
Fax: 604-590-0574

- 16.02 Either party may, from time to time, give to the other written notice of any change of its address, and from and after the giving of such notice, the address therein specified shall, for the purposes of the preceding paragraph, be conclusively deemed to be the address of the party giving such notice.

#### **NON-WAIVER**

- 17.01 No provision of this Agreement and no breach by the Contractor of any such provision shall be deemed to have been waived unless such waiver is in writing signed by the Assistant Deputy Minister.
- 17.02 The written waiver by the Assistant Deputy Minister of any breach of any provision of this Agreement by the Contractor shall not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

#### **APPROPRIATION**

- 18.01 Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement shall be subject to:
- (a) sufficient monies being available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
  - (b) Treasury Board not having controlled or limited expenditure under any appropriation referred to in subparagraph (a), pursuant to the *Financial Administration Act*.

#### **PROVINCIAL SERVICES**

- 19.01 The Province shall:
- (a) assist the Contractor by providing all relevant information the Assistant Deputy Minister deems pertinent to the Services, including any amendments to the Standards or Security Procedures that are applicable to the Services;
  - (b) give the Contractor reasonable notice of changes in priorities or programs likely to materially affect the Services during the Term;
  - (c) where not otherwise provided for in any Schedule attached hereto assign a Contract Manager for the purposes of contract management and liaison between the Branch and the Contractor; and
  - (d) assist the Contractor in the implementation of those Security Procedures, if any, which apply to the Services or persons assigned to the Program.
- 19.02 If any license is to be granted by the Province to the Contractor to use the Facilities or the Inventory, then any such license shall be subject to and upon the terms and conditions set out in the Schedule of Licenses attached hereto.

## **CRIMINAL RECORDS REVIEW ACT**

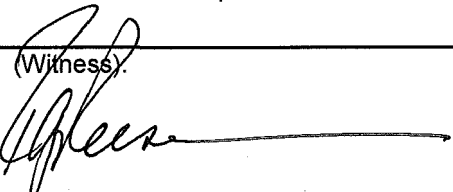



- 20.01 The Contractor must demonstrate to the Contract Manager that it has complied with the requirements of the *Criminal Records Review Act*, RSBC 1996, c. 86 (*CRRA*) for the purposes of preventing the physical and sexual abuse of children. A criminal record check under the *CRRA* is in addition to whatever other criminal record check requirements the Contractor has established for its employees.
- 20.02 The Contractor must inform employees about the requirements of the *CRRA* if those individuals are employed in, or are applicants for employment in, a job that involves working directly with children or having or potentially having unsupervised access to children in the ordinary course of employment, or in the practice of an occupation.
- 20.03 The Contractor must ensure that an employee does not work with children until the employee has submitted a signed criminal record check Authorization Form to the Contractor.
- 20.04 The Contractor must ensure that an individual who is an applicant for employment and who is determined to be a risk to children by the Adjudicator of the *CRRA* is not hired for a job that involves working with children.
- 20.05 The Contractor must ensure that an individual who is a current employee and who is determined to be a risk to children by the Adjudicator of the *CRRA* does not work with children. This may mean the employee is terminated, given leave, or offered other options that ensure that the employee does not work with children.

## **INTERPRETATION**

- 21.01 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 21.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 21.03 If there is any conflict between any provision in the body of this Agreement and any provision of any Schedule attached hereto, then the provision in the Schedule shall be inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
- 21.04 If any question arises regarding the applicability or interpretation of any Standards or Security Procedures that pertain to the Services, then the question shall be referred to the Assistant Deputy Minister for determination and his determination shall be final.
- 21.05 This Agreement does not operate as a permit, licence, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement shall be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- 21.06 The headings appearing in this Agreement have been inserted for reference as a matter of convenience and do not define, limit or enlarge the scope of any provision of this Agreement.
- 21.07 In this Agreement wherever the singular or neuter is used it shall be construed as if the plural, feminine or masculine, as the case may be, had been used where the context or the parties hereto so require.
- 21.08 This Agreement contains the entire agreement between the parties and there are no covenants, representations, warranties or agreements other than those contained herein or specifically preserved under the terms of the Agreement.
- 21.09 This Agreement may be amended in writing but no such amendment shall have any force or effect unless and until it is signed by both parties.
- 21.10 Every reference in this Agreement to an act, whether or not defined, shall include all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of that act.
- 22.11 Nothing in this Agreement shall be construed or deemed to derogate from or limit the rights and privileges of the Province, the Assistant Deputy Minister or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Program, the Services or any person to whom the Services are provided by the Contractor.
- 22.12 If any provision of this Agreement is found to be invalid, illegal or unenforceable, it shall be severable and severed from this Agreement, and the remaining provisions shall not be affected thereby and shall be valid, legal and enforceable.



IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

<b>SIGNED</b> on behalf of Her Majesty the Queen in right of the Province of British Columbia by the Assistant Deputy Minister of Corrections, Ministry of Public Safety and Solicitor General, or a duly authorized representative of the Assistant Deputy Minister of Corrections in the presence of:	<b>SIGNED AND DELIVERED</b> by the Contractor (or on its behalf by its Authorized Signatory or Signatories if the Contractor is a corporation) in the presence of:
(Witness): 	(Witness): 
(For the) Assistant Deputy Minister:	Contractor or Authorized Signatory:
x 	x 
Print Name: <b>B. Merchant</b>	Print Name and Title: Dr. Maureen Olley, R.Psych.
Date: 19/10/11	Date: 2011/10/19



## **Schedule A**

### **Schedule of Services**

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#### **Services:**

The Director of Mental Health Services is a Psychologist who is licensed to practice psychology in British Columbia by way of membership in good standing with the College of Psychologists of BC. The Director of Mental Health Services will be responsible for overseeing and advising senior management on the delivery of Mental Health Services for Offenders and Inmates under the jurisdiction of the Corrections Branch and for advising staff on mental health issues as they relate to staff interaction with Offenders and Inmates (e.g. effective communication and interaction with, and programs for, mentally disordered Offenders and Inmates). The Director of Mental Health Services will also be responsible for advising Corrections Branch health care contractors on mental health and addiction treatment and services for Offenders and Inmates.

The Director of Mental Health Services will not have a direct reporting relationship with on-site Psychologists or Psychiatrists.

The Director of Mental Health Services will be expected to liaise and communicate with the Province's contracted Health Care service provider's Functional Leads.

As requested by the Ministry, general Services required on an as-and-when needed basis are as follows:

- a. advise Branch management and staff on all Mental Health and related services required by the Branch, including resource requirements and allocations;
- b. assist Branch management and staff in developing standards, policies and procedures on matters relating to Mental Health Services for Inmates and Offenders;
- c. advise the Branch in procuring contractual assignments with private corporations, agencies or professionals to provide Mental Health Services;
- d. investigate complaints concerning Mental Health Services and report to the Deputy Provincial Directors, Adult Custody Division and/or Community Corrections and Corporate Programs Division;
- e. if required by the Province, attend Court proceedings as the Province's expert witness on all matters related to the services provided;
- f. attend meetings related to Mental Health Services and represent the Branch on committees and at conferences at the request or with the approval of the Branch for agenda items related to Mental Health Services for Inmates and/or Offenders; and
- g. participate in the planning and design of facilities to be used for the delivery of Inmate and Offender Mental Health Services.

On-going service requirements are as follows:

- h. assess the quality of Mental Health Services provided to Inmates and Offenders in the care of the Branch and ensure that clinical practices are consistent with applicable standards of mental health care in the community;
- i. assist the Branch in monitoring and evaluating the effectiveness of Mental Health Services on an ongoing basis;

- j. offer proposals for changing, improving or enhancing Mental Health Services for Inmates and/or Offenders for consideration by Branch; and
- k. keep the Branch apprised of the latest developments in mental health care as they may relate to Mental Health Services for Inmates and Offenders.

In addition, regular, scheduled Service requirements are as follows:

- l. liaise with agencies and organizations involved directly or indirectly with the Mental Health Services of the Branch;
- m. advise on and participate in staff training related to the provision of Mental Health Services;
- n. visit all Centres on an annual basis and provide a summary of those visits to the Deputy Provincial Director Adult Custody Division;

**Continuity of Service:**

- a) During periods of both planned and unexpected absences the Director of Mental Health Services will provide a continuity of service by a qualified, registered psychologist with specialized training in clinical forensic psychology, who is approved by the Assistant Deputy Minister in accordance with clause 12.01 and 12.02 of the Agreement.
- b) Alternate support/back-up personnel will be required to provide evidence of College membership and insurance, equivalent or similar experience, training, and background to that of the primary Consultant and will be obligated to the same terms and conditions as the primary Consultant.

**Administrative:**

- a) The Contractor will provide her own office, secretarial and administrative support services including but not limited to facsimile machine, stationery/letterhead, photocopying, office furniture and equipment.
- b) The Contractor will provide a secure network and location approved by the Ministry to connect computers provided by the Ministry for the exclusive purpose of communicating and accessing sensitive client data through restricted justice applications and networks.
- c) No client data or justice applications will be accessed, stored or retrieved using the contractor's computers, servers, digital devices or storage media.
- d) The Contractor will use approved government identities (IDIR) to access the Government Exchange email systems in accordance with the Office of the Chief Information Officer (OCIO) government Information Management and Information Technology (IMIT) security policies and procedures.

**Communication:**

- a) The Contractor, will be accessible to the Ministry during normal daytime working hours, and under exceptional circumstances, at any time during a 24 hour period.
- b) The Contractor should ensure they have the necessary telecommunications support to ensure communication capability both during and outside normal working hours.



## Schedule B Schedule of Standards

### 1. Standards:

- a. Standards of Conduct for Corrections Branch Employees: All employees and subcontractors to this Contract are required to adhere to the standards specified in the Standards of Conduct for Corrections Branch Employees dated February 2009 - Appendix 3.

The Contractor agrees to distribute a copy of the Standards to all employees and subcontractors to this Contract, to collect from each employee and subcontractor a signed Declaration of Standards of Conduct form (Appendix 4), and keep the original copies of the signed Declarations on file. The Contractor agrees to follow the same process for new employees and subcontractors.

The Contractor agrees to notify the Deputy Provincial Director when this process is complete for current employees and subcontractors.

- b. The Contractor will ensure all employees to this contract have signed the Employee's Confidentiality Agreement as set out in Appendix 5.
- c. The Contractor will comply with the requirement to complete and submit a Disclosure of Criminal Record Information for each employee or subcontractor to this Contract. The Contractor understands the Ministry may not accept any of the Contractor's employees or subcontractors who, in the sole opinion of the Ministry, have an unsatisfactory Criminal Record report. The contractor will be reimbursed for all police search fees incurred in obtaining such security clearances.

### 2. Additional documents:

- a. Correction Act:  
([http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/00\\_04046\\_01](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_04046_01))
- b. Correction Act Regulation:  
([http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/10\\_58\\_2005](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/10_58_2005))
- c. Adult Custody Policy:  
([http://portal.ag.gov.bc.ca/portal/page/portal/COR\\_Home/Document\\_Repository/Tools/Policy/Custody/ACP\\_July\\_22\\_2011.pdf](http://portal.ag.gov.bc.ca/portal/page/portal/COR_Home/Document_Repository/Tools/Policy/Custody/ACP_July_22_2011.pdf))
- d. Management Services Manual:  
([http://portal.ag.gov.bc.ca/portal/page/portal/COR\\_Home/Document\\_Repository/Tools/Policy/Branch/MSM%20\(May\\_9\\_2011\).pdf](http://portal.ag.gov.bc.ca/portal/page/portal/COR_Home/Document_Repository/Tools/Policy/Branch/MSM%20(May_9_2011).pdf))  
([http://portal.ag.gov.bc.ca/portal/page/portal/COR\\_Home/Document\\_Repository/Tools/Policy/Branch/20100104-Memo\\_ADM\\_to\\_all\\_staff\\_re\\_revised\\_MSPM.pdf](http://portal.ag.gov.bc.ca/portal/page/portal/COR_Home/Document_Repository/Tools/Policy/Branch/20100104-Memo_ADM_to_all_staff_re_revised_MSPM.pdf))
- e. Health Care Services Manual:  
([http://portal.ag.gov.bc.ca/portal/page/portal/COR\\_Home/Document\\_Repository/Tools/Policy/Custody/HCSM\(Jul22%20amendment\).pdf](http://portal.ag.gov.bc.ca/portal/page/portal/COR_Home/Document_Repository/Tools/Policy/Custody/HCSM(Jul22%20amendment).pdf))
- f. Freedom of Information and Protection of Privacy Act:  
([http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/96165\\_00](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00))

### 3. Lobbyists Registration Act

It is the Contractor's responsibility to abide by all applicable laws. This is to bring to the Contractor's attention that if they are conducting services for the Province, and they also fall within the parameters of the Lobbyists Registration Act, then it is the Contractor's responsibility to make this determination and register if necessary. More information on the lobbyist Registry can be found at: <http://www.ag.gov.bc.ca/lra/>



## Schedule C Approved Subcontractor(s)

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In accordance with paragraphs 12.01 and 12.02, **ASSIGNMENT AND SUB-CONTRACTING**, of the Agreement the following contractor is an approved Sub-Contractor:

Dr. Lindsey A. Jack  
Box 506 20800 Lougheed Highway  
Maple Ridge, BC V2X 3P2

s.22



## **Schedule D Schedule of Licenses**

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N/A



## Schedule E Schedule of Payments

1. Fees payable during the term of this Agreement will be as follows:  
For the period starting October 1, 2011 and ending on March 31, 2012 fees will be based on a rate of **\$140** per hour for up to **900** hours, with an aggregate value not to exceed **\$126,000.00**.  
For the Fiscal Year starting April 1, 2012 and ending on March 31, 2013 fees will be based on a rate of **\$140** per hour for up to **1,800** hours, with an aggregate value not to exceed **\$252,000.00**.  
For the Fiscal Year starting April 1, 2013 and ending on March 31, 2014 fees will be based on a rate of **\$145** per hour for up to **1,800** hours, with an aggregate value not to exceed **\$261,000.00**.  
For the Fiscal Year starting April 1, 2014 and ending on March 31, 2015 fees will be based on a rate of **\$150** per hour for up to **1,800** hours, with an aggregate value not to exceed **\$270,000.00**.
2. Fees will be inclusive of all professional services, travel, accounting, insurance, legal and office expenses, and secretarial and related administrative support services. Fees while on travel status will be reimbursed at a rate of 50% of the hourly rate in effect at the time of travel. Unless otherwise noted, travel will be considered at the request of the Ministry. Reimbursement for travel will be at the Provincial Group II rates as indicated in Schedule F. The requirement to be 32 kilometres outside the Contractor's headquarters for the purposes of claiming mileage for travel or meal expenses as noted in Schedule F is waived.  
  
For greater clarity, travel referred to in this paragraph includes, at a minimum:
  - annual inspections of each correctional centre by the Contractor,
  - attendance at five senior management committee meetings in the Lower Mainland or Victoria annually, and
  - the three day annual health care conference in the Lower Mainland.
3. Travel or extraordinary expenses in addition to that covered by Clause 2 must be approved in writing in advance by the Ministry. Fees while on travel status will be reimbursed at a rate of 50% of the hourly rate in effect at the time of travel. Reimbursement for travel will be at the Provincial Group II rates as indicated in Schedule F. The requirement to be 32 kilometres outside the Contractor's headquarters for the purposes of claiming mileage for travel or meal expenses as noted in Schedule F is waived. Requests for reimbursement under this clause are to be submitted within 30 days of the month the travel expense was incurred.
4. In no event will travel or extraordinary expenses covered by Clause 3 exceed, in the aggregate, **\$5,000** for the period starting October 1, 2011 and ending on March 31, 2012.
5. In no event will travel or extraordinary expenses covered by Clause 3 exceed, in the aggregate, **\$10,000** for the period starting April 1, 2012 and ending on March 31, 2013.
6. In no event will travel or extraordinary expenses covered by Clause 3 exceed, in the aggregate, **\$10,000** for the period starting April 1, 2013 and ending on March 31, 2014.
7. In no event will travel or extraordinary expenses covered by Clause 3 exceed, in the aggregate, **\$10,000** for the period starting April 1, 2014 and ending on March 31, 2015.

8. Fees while on travel status in accordance with Clause 3 of this schedule, will be reimbursed at a rate of 50% of the hourly rate in effect at the time of travel. Travel and administrative expenses accordance with Clause 3 will be paid to the Contractor, provided the same are supported by proper receipts.
9. In no event shall the fees and any preapproved travel (Clause 3) payable to the Contractor for the period starting October 1, 2011 and ending on March 31, 2012 exceed, in the aggregate, **\$131,000.00**.
10. In no event shall the fees and any preapproved travel (Clause 3) payable to the Contractor for the period starting April 1, 2012 and ending on March 31, 2013 exceed, in the aggregate, **\$262,000.00**
11. In no event shall the fees and any preapproved travel (Clause 3) payable to the Contractor for the period starting April 1, 2013 and ending on March 31, 2014 exceed, in the aggregate, **\$271,000.00**
12. In no event shall the fees and any preapproved travel (Clause 3) payable to the Contractor for the period starting April 1, 2014 and ending on March 31, 2015 exceed, in the aggregate, **\$280,000.00**
13. In no event shall the fees and any preapproved travel (Clause 3) payable to the Contractor for the period starting April 1, 2011 and ending on March 31, 2015 exceed, in the aggregate, **\$944,000.00**
14. The Contractor shall submit to the Contract Manager within 15 business days after the end of each month an invoice which includes a summary of activities for the month on a template provided by the Province. A sample of the monthly template is provided in Appendix 1.
15. In the event this Agreement is terminated, the Contractor shall be entitled to receive such prorated portion of any instalment payments due to the Contractor. The Contractor shall be entitled to no further payment or reimbursement whatsoever and shall be liable to account to the Province in respect to an overpayment, provided that this paragraph shall not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.
16. The Province shall endeavour to effect payment within 30 days of the submission of a statement of account to the Branch but the Contractor shall be entitled to interest on any overdue account only in accordance with the Interest on Overdue Accounts Payable Regulation made pursuant to the Financial Administration Act.





## Schedule F Schedule of Expenses

### Group II Rates

The following are allowable expenses for Contractors. All expenses must be paid by the Contractor. Expenses cannot be direct billed to the Province except in unusual circumstances which require pre-approval by the Province. Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the Contractor requires the original for another purpose (e.g., to claim for GST credits). All allowable expenses are subject to any restrictions outlined in the Agreement.

### TRAVEL EXPENSES

The Contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. **Meal Allowances:** Receipts are not required.

Effective March 29, 2009 the following meal allowances, which must not exceed \$49.00 per day, can be claimed:

Breakfast only	\$22.00	Cannot claim if travel starts after 7 AM or ends before 7 AM
Lunch only	\$22.00	Cannot claim if travel starts after 12 noon or ends before 12 noon
Dinner only	\$28.50	Cannot claim if travel starts after 6 PM or ends before 6 PM
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	see above

2. **Mileage Rates When Using Private Vehicle:** Receipts are not required. This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas, depreciation, and maintenance.  
Effective March 29, 2009 the private mileage allowance is \$.50 per kilometre.
3. **Taxi and Parking:** Receipts/copies of receipts are required. Tips identified separately on taxi receipts cannot be claimed.
4. **Car Rentals:** Receipts/copies of receipts are required. The government has Corporate Supply Arrangements (CSA) with numerous rental agencies. A list of these rental agencies and their government rates is published on the Internet at the following URL (Note - not all locations are covered under a CSA):  
[http://pss.gov.bc.ca/csa/categories/vehicle\\_rentals/vehicle\\_rentals\\_daily/vehicle\\_rentals\\_daily.html](http://pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html)  
Contractors should ask for the government rate. Other rental agencies are to be used only when rental agencies with CSAs cannot supply vehicles. Note the following:  
(a) **PAI** (personal accident insurance) will not be reimbursed.

- (b) **CDW/LDW** (collision/loss damage waiver) will be reimbursed only when renting outside BC or when renting from rental agencies without a CSA (both in and outside BC).
5. **Accommodation:**
- (a) **Hotel/motel:** Receipt/copy of receipt and proof of payment required. Contractors should select the most cost effective property that meets their requirements from the List of Properties at the following URL: <http://csa.pss.gov.bc.ca/businesstravel/>  
Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person. Accommodation at properties not on the List of Properties will only be reimbursed with pre-approval from the Province. Contractors should contact the Contract Manager prior to incurring any accommodation expenses at a property not on the List of Properties.
- (b) **Private lodging:** Receipts are not required. \$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).
6. **Airfare:** Receipts/copies of receipts and proof of payment are required. Only economy airfare will be reimbursed.
7. **Miscellaneous Travel Expenses:** Receipts/copies of receipts are required. Contractors should contact the Contract Manager prior to incurring any miscellaneous travel expenses.
- (a) Miscellaneous business travel expenses (e.g. ferry charges, highway toll charges, courier charges, photocopying charges) will be reimbursed if, in the Provinces opinion, they are necessarily incurred in providing the Services.
- (b) Miscellaneous personal travel expenses (e.g. laundry, gratuities, porter age, and personal phone calls) will not be reimbursed.
8. **Out-of-Province Travel:** Pre-approval by the Province is required for all out-of-province travel. Contractors should contact the Contract Manager prior to incurring any out-of-province travel expenses.

#### OTHER EXPENSES

1. **Business Expenses** (e.g., all costs associated with meetings, including business and guest meals): Pre-approval by the Province is required for all business expenses. Contractors should contact the Contract Manager prior to incurring any business expenses.
2. **HST:** HST paid by the Contractor will not be reimbursed if the Contractor has a mechanism to claim input tax credits from the Canada Revenue Agency (i.e., the Contractor has a HST registration number and his/her livelihood is from contracting). HST paid by Contractors will be reimbursed if the Contractor does not have a mechanism to claim input tax credits.
3. **Miscellaneous Expenses** (e.g., business telephone/fax calls, newspapers, etc.): Receipts/copies of receipts are required. Miscellaneous expenses will be reimbursed if, in the Provinces opinion, they are necessarily incurred in providing the Services. Contractors should contact the Contract Manager prior to incurring any miscellaneous expenses.

Contractor Initials: \_\_\_\_\_



## Schedule G

### Privacy Protection Schedule

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections Branch (the "Province") and Dr. Maureen Olley (the "Contractor") respecting Contract # SGCORR1215AFB65418 (the "Agreement").

#### Definitions

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

#### Purpose

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

#### Collection of personal information

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

**Accuracy of personal information**

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

**Requests for access to personal information**

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

**Correction of personal information**

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

**Protection of personal information**

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

**Storage and access to personal information**

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

**Retention of personal information**

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

**Use of personal information**

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
- (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
  - (b) in accordance with section 13.

**Disclosure of personal information**

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

**Notice of foreign demands for disclosure**

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
- (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an authorized disclosure of personal information has occurred in response to a foreign demand for disclosure

**Notice of unauthorized disclosure**

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

**Inspection of personal information**

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

**Compliance with the Act and directions**

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

**Notice of non-compliance**

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

**Termination of Agreement**

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

**Interpretation**

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



## Appendix 1 Contractor's Invoice

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### Director of Mental Health Services - Monthly Invoice

Reference Contract: Director of Mental Health Services (SGCORR1215AFB65418)

From: Dr. Maureen Olley  
102-15910 Fraser Hwy, Unit 313  
Surrey, BC V4N 0X9  
Phone: 604-590-0500  
E-mail: Maureen.Olley@gov.bc.ca

Invoice #: 1  
Invoice Date: 31-Oct-2011

To: Deputy Provincial Director  
Ministry of Public Safety and Solicitor General  
Adult Custody Division, Corrections Branch  
PO Box 9278 Stn Prov Govt  
Victoria, BC V8W 9J7

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In accord with Contract #SGCORR1215AFB65418 Schedule of Payments, please remit the following:

Fees for Oct-2011

\$XX,XXX.XX

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(Contractor Name)

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Date



## Appendix 2

### Contractor's Monthly Activity Report

#### Director of Mental Health Services - Monthly Activity Report

Reference Contract: Director of Mental Health Services (SGCORR1215AFB65418)

<b>From:</b> Dr. Maureen Olley 102-15910 Fraser Hwy, Unit 313 Surrey, BC V4N 0X9 Phone: 604-590-0500 E-mail: Maureen.Olley@gov.bc.ca	<b>To:</b> Deputy Provincial Director Ministry of Public Safety and Solicitor General Adult Custody Division, Corrections Branch PO Box 9278 Stn Prov Govt Victoria, BC V8W 9J7
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Activity Report Month: Oct 2011

Date	Activity	Activity Code	Description / Physician Comments	Hours
03-Oct-2011	Administration	A	Attended meetings in Headquarters	8.0
03-Oct-2011	Other	O	Review position paper at request of Branch	3.0
03-Oct-2011	Travel	T	Travel back from Victoria	3.0
04-Oct-2011	Meetings	M	Call-in meeting	2.0
05-Oct-2011	Travel	T	Travel to FRCC	1.0
06-Oct-2011	Site Visit	S	Site visit at FRCC	3.0
06-Oct-2011	Consultation	C	Consult with health care provider	2.0
07-Oct-2011	Travel	T	To Victoria	2.0
11-Oct-2011	Meetings	M	Meeting of Health Care Committee	4.0
12-Oct-2011	Travel	T	Home	2.0
13-Oct-2011	Consultation	C	Phone consult with Health Care Manager	3.0
13-Oct-2011	Administration	A	Review & update activity log	3.0
14-Oct-2011	PAC	P	PAC meeting, call in	2.0
14-Oct-2011	Travel	T	Travel to ACCW	2.0
17-Oct-2011	Consultation	C	Consult with physician at ACCW	3.0
18-Oct-2011	Travel	T	Home	1.0
18-Oct-2011	Meetings	M	Call-in to Deputy Provincial Director	2.0
18-Oct-2011	Travel	T	To Vancouver	1.0
21-Oct-2011	Consultation	C	Consult with health care provider	3.0
21-Oct-2011	Travel	T	Travel to KRCC	3.0
21-Oct-2011	Site Visit	S	KRCC	2.0
21-Oct-2011	Travel	T	Home	3.0
22-Oct-2011	Administration	A	Prepare report	5.0
24-Oct-2011	Other	O	Reviewed new proposed emergency standard	3.0
25-Oct-2011	Travel	T	Travel to Victoria	3.0
25-Oct-2011	Meetings	M	Health Care Committee	3.0
27-Oct-2011	Travel	T	Home	3.0
28-Oct-2011	Travel	T	ACCW	2.0
31-Oct-2011	Meetings	M	Meeting with Warden	2.0
2011-10-31	Travel	T	Home	4.0

Total Time: 83.0





## Appendix 3

### Standards of Conduct for Corrections Branch Employees

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This document outlines standards of conduct for employees of the British Columbia Corrections Branch, Ministry of Public Safety and Solicitor General. These standards satisfy the expectations of employees and management for a code of professional behaviour that is common to all Corrections Branch employees. For the Corrections Branch to provide safe, reliable and consistent service, it is important that public service employees understand and uphold these standards.

The BC Public Service "Standards of Conduct" are incorporated throughout this document. Corrections Branch employees serve as officers of the court and/or peace officers, and are entrusted with confidential information related to clients and matters before the courts. To comply with these responsibilities, Corrections Branch employees adhere to special standards of on and off-duty conduct beyond those expected of regular government employees. These special standards are set out in *italicized* text.

In addition to the standards in this booklet, Corrections Branch employees are expected to be familiar with information relevant to their responsibilities as documented in the: "Adult Custody Policy"; "Community Corrections Policy Manual"; "Management Services Policy Manual"; "Correction Act Regulation"; and "Master and Component Agreements."

#### General Standards of Conduct

##### **Corrections Branch Standards**

*Our standing as employees within the criminal justice system requires that we maintain principled and honest relationships in our dealings with colleagues in corrections, the courts, police, judiciary, and other agencies, as well as with clients and former clients of the Corrections Branch.*

*We conduct our responsibilities according to relevant legislation, directives from the assistant deputy minister, local directives, or directives related to our official responsibilities.*

*We recognize our obligation as Corrections Branch employees to immediately report to the local manager any breach of rules and guidelines established to ensure the safety of clients, employees and the public.*

*We understand that unprofessional behaviour not specified in the Standards of Conduct for Corrections Branch employees does not mean immunity from discipline.*

##### **Public Service Standards**

This policy statement applies to all persons and organizations covered by the "Public Service Act." The policy statement supports the core policy objective that "public service employees exhibit the highest standards of conduct."

Employees will exhibit the highest standards of conduct. Their conduct must instil confidence and trust and not bring the BC Public Service into disrepute. The honesty and integrity of the BC Public Service demands the impartiality of employees in the conduct of their duties.

The requirement to comply with these standards of conduct is a condition of employment. Employees who fail to comply with these standards may be subject to disciplinary action up to and including dismissal.

## **Loyalty**

### **Public Service Standards**

Public service employees have a duty of loyalty to the government as their employer. They must act honestly and in good faith and place the interests of the employer ahead of their own private interests. The duty committed to in the "Oath of Employment" requires BC Public Service employees to serve the government of the day to the best of their ability.

## **Confidentiality**

### **Corrections Branch Standards**

*We recognize our responsibility to protect the privacy of clients and former clients of the Corrections Branch by:*

- *Accessing, using or disclosing information we collect only for intended and authorized purposes;*
- *Informing them of the reasons for collecting personal information;*
- *Allowing them to correct, within reason, material they believe to be incorrect or incomplete;*
- *Using a secure method during the disposal of information about clients.*

### **Public Service Standards**

Confidential information, in any form, that employees receive through their employment must not be disclosed, released, or transmitted to anyone other than persons who are authorized to receive the information.

Employees with care or control of personal or sensitive information, electronic media, or devices must handle and dispose of these appropriately. Employees who are in doubt as to whether certain information is confidential must ask the appropriate authority before disclosing, releasing, or transmitting it. The proper handling and protection of confidential information inapplicable both within and outside of government and continues to apply after the employment relationship ends.

Confidential information that employees receive through their employment must not be used by an employee for the purpose of furthering any private interest, or as a means of making personal gains. (See the "Conflicts of Interest" section of this policy statement for details.)

## **Public Comments**

### **Public Service Standards**

BC Public Service employees may comment on public issues but must not engage in any activity or speak publicly where this could be perceived as an official act or representation (unless authorized to do so).

Employees must not jeopardize the perception of impartiality in the performance of their duties through making public comments or entering into public debate regarding ministry policies. BC Public Service employees must not use their position in government to lend weight to the public expression of their personal opinions.

## **Political Activity**

### **Public Service Standards**

BC Public Service employees may participate in political activities including membership in a political party, supporting a candidate for elected office, or seeking elected office. Employees' political activities, however, must be clearly separated from activities related to their employment.

If engaging in political activities, employees must remain impartial and retain the perception of impartiality in relation to their duties and responsibilities. Employees must not engage in political activities during working hours or use government facilities, equipment, or resources in support of these activities.

Partisan politics are not to be introduced into the workplace; however, informal private discussions among co-workers are acceptable.

## **Service to the Public**

### **Public Service Standards**

BC Public Service employees must provide service to the public in manner that is courteous, professional, equitable, efficient, and effective. Employees must be sensitive and responsive to the changing needs, expectations, and rights of a diverse public in the proper performance of their duties.

## **Workplace Behaviour**

### **Corrections Branch Standards**

*Our behaviour, on and off duty, should reflect positively on the Corrections Branch and the public service. At work, we conduct ourselves in a manner that promotes a professional image through our words and actions. Our dress and appearance while on duty comply with provincial and local policies, and are consistent with employee health and safety.*

*We do not report for duty while under the influence of alcohol or drugs, nor with the odour of alcohol present. We understand that the abuse of alcohol or use of illegal substances during off-duty hours may compromise our professional credibility and the reputation of the Corrections Branch.*

*It is understood that supervisors will take prompt action when they become aware of discrimination, harassment or disrespectful treatment of a staff member by other employees.*

*We do not use government radios and cellular telephones for unauthorized or personal calls, and do not use abusive or profane language during transmission. We use government electronic mainland office equipment according to ministry policy or as authorized by management.*

### **Public Service Standards**

Employees are to treat each other with respect and dignity and must not engage in discriminatory conduct prohibited by the "Human Rights Code." The prohibited grounds are race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, sexual orientation, age, political belief or conviction of criminal or summary offence unrelated to the individual's employment.

Further, the conduct of BC Public Service employees in the workplace must meet acceptable social standards and must contribute to a positive work environment. An employee's conduct must not compromise the integrity of the BC Public Service.

All employees may expect and have the responsibility to contribute to safe workplace. Violence in the workplace is unacceptable. Violence is any use of physical force on an individual that causes or could cause injury and includes an attempt or threatened use of force.

Employees must report any incident of violence. Any employee who becomes aware of a threat must report that threat if there is reasonable cause to believe that the threat poses a risk of injury. Any incident or threat of violence in the workplace must be addressed immediately.

Employees must report a safety hazard or unsafe condition or act in accordance with the provisions of the WorkSafeBC "Occupational Health and Safety Regulations."

## **Conflicts of Interest /Professional Conduct with Clients or Former Clients**

### **Corrections Branch Standards**

*We use authority to promote honesty, fairness and trust.*

*We do not allow off-duty activities and conduct to interfere with outwork obligations as employees of the Corrections Branch.*

*We immediately advise our supervisors if we are arrested or charged with a "Criminal Code" or other federal or provincial statutory offence, with the exception of personal minor motor vehicle violations.*

*If employed in a capacity that requires us to maintain a valid driver's licence, we immediately advise our supervisors if our driving privileges are suspended.*

*To protect the branch and ourselves, we will be cautious about relationships or associations with clients and former clients.*

**NOTE:**

1. *We understand that any past and current association with clients and former clients of a correctional centre or community corrections office in Canada must be reported and disclosed in writing to the Corrections Branch. Failure to report these associations to the branch will result in discipline, up to and including termination of employment.*  
*Following disclosure, the branch determines the extent to which the following definitions of conflicts of interest apply:*
  - *A "client" is an accused person or a person subject to inactive court order, including bail, probation, conditional sentence, recognizance, conditional release or custody;*
  - *A "former client" includes, but is not limited to, an individual who:*
    - (a) *Has been previously subject to a court order, including bail, probation, conditional sentence, conditional release or custody in any correctional facility in Canada within the last seven years;*
    - (b) *Has ever been in custody in any correctional facility in Canada; or*
    - (c) *Is considered by the employer to be currently involved in a criminal lifestyle. This includes, but is not limited to, individuals engaging in criminal activity, or associating with individuals who the employer determines to be involved in a criminal lifestyle. Such associations include, but are not limited to, known gangs, individuals known to the police, and members of the criminal/drug subculture and other similar circumstances.*
2. *To safeguard our families and ourselves, we avoid circumstances where our relationships with clients or former clients might result in the possibility or perception of becoming:*
  - *Subject to a conflict of interest;*
  - *Subject to blackmail or bribery;*
  - *Vulnerable to exploitation;*
  - *Implicated in the commission of an offence.*
3. *To safeguard the Corrections Branch, we do not engage in personal relationships with clients or former clients that might compromise:*
  - *Our integrity or effectiveness as Corrections Branch employees;*
  - *The safety and security of co-workers and Corrections Branch employees;*
  - *The reputation of the Corrections Branch.*
4. *We understand that certain relationships or association with clients or former clients may be appropriate or inevitable for employees of the Corrections Branch. Examples include but are not limited to the following circumstances:*
  - *Incidental or unplanned contacts;*
  - *While engaged in volunteer work, church groups or school functions;*
  - *As part of our regular job responsibilities or as authorized by management;*
  - *With members of our family who were previously involved in a criminal lifestyle.*
5. *We understand that certain relationships or associations with clients or former clients are inappropriate for employees of the Corrections Branch. We also understand that our on and off-duty conduct will be subject to disciplinary review by the Corrections Branch if we engage in certain activities with a client or former client. These activities include, but are not limited to:*
  - *Financial agreements, personal or business transactions;*
  - *Sharing accommodations;*
  - *Sexual or close personal relations;*

- *Using a client's services or contacts for personal gain;*
  - *Concealing or failing to report a client's illegal activities;*
  - *Receiving or giving gifts, gratuities, benefits or favours.*
6. *When we require clarification or direction to protect the Corrections Branch and ourselves from relationships or associations with clients and former clients, we will discuss the matter in person with our supervisor.*
  7. *Supervisors and managers are required to advise their warden and regional director if they believe an unprofessional relationship exists or appears to be developing between corrections Branch employee and a client, former client or people who may have an association with these clients.*

### **Public Service Standards**

A conflict of interest occurs when an employee's private affairs or financial interests are in conflict, or could result in a perception of conflict, with the employee's duties or responsibilities in such a way that:

- the employee's ability to act in the public interest could be impaired; or
- the employee's actions or conduct could undermine or compromise:
  - the public's confidence in the employee's ability to discharge work responsibilities; or
  - the trust that the public places in the BC Public Service.

While the government recognizes the right of BC Public Service employees to be involved in activities as citizens of the community, conflict must not exist between employees' private interests and the discharge of their Public Service duties. Upon appointment to the BC Public Service, employees must arrange their private affairs in a manner that will prevent conflicts of interest, or the perception of conflicts of interest, from arising.

Employees who find themselves in an actual, perceived, or potential conflict of interest must disclose the matter to their supervisor, manager, or ethics advisor. Examples of conflicts of interest include, but are not limited to, the following:

- An employee uses government property or equipment or the employee's position, office, or government affiliation to pursue personal interests or the interests of another organization;
- An employee is in a situation where the employee is under obligation to a person who might benefit from or seek to gain special consideration or favour;
- An employee, in the performance of official duties, gives preferential treatment to an individual, corporation, or organization, including an anon-profit organization, in which the employee, or a relative or friend of the employee, has an interest, financial or otherwise;
- An employee benefits from, or is reasonably perceived by the public to have benefited from, the use of information acquired solely by reason of the employee's employment;
- An employee benefits from, or is reasonably perceived by the public to have benefited from, a government transaction over which the employee can influence decisions (for example, investments, sales, purchases, borrowing, grants, contracts, regulatory or discretionary approvals, appointments);
- An employee accepts from an individual, corporation, or organization, directly or indirectly, a personal gift or benefit that arises out of employment in the BC Public Service, other than:
  - the exchange of hospitality between persons doing business together;
  - tokens exchanged as part of protocol;
  - the normal presentation of gifts to persons participating in public functions; or
  - the normal exchange of gifts between friends; or
- An employee accepts gifts, donations, or free services for work related leisure activities other than in situations outlined above.

The following four criteria, when taken together, are intended to guide the judgment of employees who are considering the acceptance of a gift:

- The benefit is of nominal value;

- The exchange creates no obligation;
- Reciprocation is easy; and
- It occurs infrequently.

Employees will not solicit a gift, benefit, or service on behalf of themselves or other employees.

## **Allegations of Wrongdoing**

### **Public Service Standards**

Employees have a duty to report any situation relevant to the BC Public Service that they believe contravenes the law, misuses public funds or assets, or represents a danger to public health and safety or a significant danger to the environment. Employees can expect such matters to be treated in confidence, unless disclosure of information is authorized or required by law (for example, the "Freedom of Information and Protection of Privacy Act"). Employees will not be subject to discipline or reprisal for bringing forward to a Deputy Minister, in good faith, allegations of wrongdoing in accordance with this policy statement.

Employees must report their allegations or concerns as follows:

- Members of the BCGEU must report in accordance with Article 32.13;
- PEA members must report in accordance with Article 36.12; or
- Other employees must report in writing to their Deputy Minister or other executive member of the ministry, who will acknowledge receipt of the submission and have the matter reviewed and responded to in writing within 30 days of receiving the employee's submission. Where an allegation involves a Deputy Minister, the employee must forward the allegation to the Deputy Minister to the Premier.

These reporting requirements are in addition to an employee's obligation to report to the Comptroller General as outlined in Section 33.2 of the "Financial Administration Act".

Where an employee believes that the matter requires a resolution and it has not been reasonably resolved by the ministry, the employee may then refer the allegation to the appropriate authority.

If the employee decides to pursue the matter further then:

- Allegations of criminal activity are to be referred to the police;
- Allegations of a misuse of public funds are to be referred to the Auditor General;
- Allegations of a danger to public health must be brought to the attention of health authorities; and
- Allegations of a significant danger to the environment must be brought to the attention of the Deputy Minister, Ministry of Environment.

## **Legal Proceedings**

### **Corrections Branch Standards**

*We do not provide legal advice to our clients or members of the public, but suggest they discuss problems with the lawyer of their choice.*

### **Public Service Standards**

Employees must not sign affidavits relating to facts that have come to their knowledge in the course of their duties for use in court proceedings unless the affidavit has been prepared by a lawyer acting for government in that proceeding or unless it has been approved by a ministry solicitor in the Legal Services Branch, Ministry of Attorney General.

In the case of affidavits required for use in arbitrations or other proceedings related to employee relations, the Labour Relations Branch of the BC Public Service Agency will obtain any necessary approvals. Employees are obliged to cooperate with lawyers defending the Crown's interest during legal proceedings.

A written opinion prepared on behalf of government by any legal counsel is privileged and is, therefore, not to be released without prior approval of the Legal Services branch.

## **Working Relationships**

### **Public Service Standards**

Employees involved in a personal relationship outside work which compromises objectivity, or the perception of objectivity, should avoid being placed in a direct reporting relationship to one another.

For example, employees who are direct relatives or who permanently reside together may not be employed in situations where:

- A reporting relationship exists where one employee has influence, input, or decision-making power over the other employee's performance evaluation, salary, premiums, special permissions, conditions of work, and similar matters; or
- The working relationship affords an opportunity for collusion between the two employees that would have a detrimental effect on the Employer's interest.

The above restriction on working relationships may be waived provided that the Deputy Minister is satisfied that sufficient safeguards are in place to ensure that the Employer's interests are not compromised.

## **Human Resource Decisions**

### **Public Service Standards**

Employees are to disqualify themselves as participants in human resource decisions when their objectivity would be compromised for any reason or a benefit or perceived benefit could accrue to them. For example, employees are not to participate in staffing actions involving direct relatives or persons living in the same household.

## **Outside Remunerative and Volunteer Work**

### **Public Service Standards**

Employees may hold jobs outside government, carry on a business, receive remuneration from public funds for activities outside their position, or engage in volunteer activities provided it does not:

- interfere with the performance of their duties as a BC Public Service employee;
- bring the government into disrepute;
- represent a conflict of interest or create the reasonable perception of a conflict of interest;
- appear to be an official act or to represent government opinion or policy;
- involve the unauthorized use of work time or government premises, services, equipment, or supplies; or
- gain an advantage that is derived from their employment with the BC Public Service.

Employees who are appointed as directors or officers of Crown corporations are not to receive any additional remuneration beyond the reimbursement of appropriate travel expenses except as approved by the Lieutenant Governor in Council.

## **Use of Reasonable Force**

### **Corrections Branch Standards**

*Employees designated as peace officers, and employed as correctional officers or supervisors, are authorized and limited by the "Criminal Code of Canada" and Corrections Branch policy in using reasonable force while on duty to:*

- a) *Prevent the commission or continuation of an offence;*
- b) *Maintain or restore order;*
- c) *Apprehend an offender;*
- d) *Prevent an offender from an act of self-harm; or*

- e) Assist another officer in the case of a, b, c, or d.

## **Use of Government Resources and Employee Benefits**

### **Corrections Branch Standards**

*We exercise care when responsible for government resources and property, and only use them when conducting duties that are authorized by management.*

*We do not use government vehicles without management approval for purposes other than direct government business, and we operate them according to the rules of the road.*

*We acknowledge that involvement in stealing government property will result in an immediate discharge from our duties and privileges.*

*We also understand that the fraudulent use of an employee benefit will lead to disciplinary action up to and including dismissal.*

## **Responsibilities**

### **Public Service Standards**

#### **Agency Head**

- Provide timely advice to managers and designated contacts respecting the application of this policy statement including guidance on an appropriate employer response to transgressions of the policy statement; and
- Coordinate the development of awareness, training, and communication programs in support of this policy statement.

#### **Deputy Ministers**

- Advise employees of the required standards of conduct and the consequences of non-compliance;
- Designate a ministry contact for matters related to standards of conduct;
- Promote a work environment that is free of discrimination;
- Deal with breaches of this policy statement in a timely manner, taking the appropriate action based upon the facts and circumstances;
- Waive the provision on working relationships under the circumstances indicated; and
- Delegate authority and responsibility, where applicable, to apply this policy statement within their organization.

#### **Line Managers**

- Advise staff on standards of conduct issues;
- Engage the ministry-designated contact as may be appropriate in the circumstances; and
- Contribute to a work environment that is free of discrimination.

#### **Employees**

- Objectively and loyally fulfill their assigned duties and responsibilities, regardless of the party or persons in power and regardless of their personal opinions;
- Disclose and resolve conflicts of interest or potential conflict of interest situations in which they find themselves;
- Maintain appropriate workplace behaviour;
- Avoid engaging in discriminatory conduct or comment; and
- Check with their supervisor or manager when they are uncertain about any aspect of this policy statement.



## **Legislative Authorities**

### **Corrections Branch**

- Criminal Code
- Correction Act
- Public Service Act
- Human Rights Code
- Freedom of Information and Protection of Privacy Act
- Workers' Compensation Act
- Occupational Health and Safety Regulations
- Youth Criminal Justice Act

## **Other Authorities and References**

### **Corrections Branch**

- Adult Custody Policy
- Community Corrections Policy Manual
- Management Services Policy Manual
- ADM Directives
- Correction Act Regulation

### **Public Service**

- B.C. Government and Service Employees' Union Master and Component Agreements
- Terms of Employment for Excluded Managers
- Personnel Management Policy, Human Rights in the Workplace – Discrimination and Harassment



## Appendix 4 Declaration for Standards of Conduct

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My status as an employee of Dr. Maureen Olley, requires that I demonstrate the highest ethical and professional standards of on and off-duty conduct.

I have received and will read the Standards of Conduct for Corrections Branch Employees dated February 2009. I am aware that I may be subject to disciplinary action, up to and including dismissal, for failing to honour these Standards of Conduct.

I understand that unprofessional behaviour not specified in the Standards of Conduct for Corrections Branch Employees does not mean immunity from discipline.

Employee Name: \_\_\_\_\_ (please print)

Employee Title: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date of Declaration: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_ (please print)

Supervisor Title: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix 5 Confidentiality Agreement

THIS AGREEMENT made in duplicate as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA represented by  
the Assistant Deputy Minister of Corrections, Ministry of  
Public Safety and Solicitor General

(herein called the "Province")

OF THE FIRST PART

AND:

\_\_\_\_\_  
(herein called the "Employee")

OF THE SECOND PART

AND:

Dr. Maureen Olley  
102-15910 Fraser Hwy, Unit 313, Surrey, BC V4N 0X9

(herein called the "Contractor")

OF THE THIRD PART

WITNESS that the parties hereto agree as follows:

WHEREAS:

- 1.01 Dr. Maureen Olley (the Contractor) and the Province have entered into an Agreement dated as of the \_\_\_\_ day of \_\_\_\_\_, 2011\_\_ and executed by the Province on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and executed by the Contractor on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the provision of Services as described in the Schedule of Services of the Agreement, under the terms of which any employees of the Contractor to whom confidential information is disclosed are required to first execute this Confidentiality Agreement.
- 1.02 The undersigned is an employee of the Contractor.
- 1.03 The Employee is desirous of participating in the project, which is the subject of said Agreement and is prepared to enter into this Agreement as a condition of such participation.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Province purchasing the services from the Contractor and in consideration of the Province agreeing to disclose certain confidential information to the Employee and of the Employee's employment by and remuneration paid to the Employee by or for the Contractor, the Employee hereby agrees as follows:

- 2.01 The Employee acknowledges, confirms and agrees that any documents including all copies thereof and extracts there from and all writings and confidential information which may come into the possession of the Employee or be made by the Employee which in any way pertain to the project which is the subject of the Agreement disclosed by the Province are the confidential information and property of the Province. Accordingly, the Employee covenants and agrees with the Province and with the Contractor that the Employee shall not at any time during his employment by the Contractor or thereafter:
- (a) divulge any such information to any person or authorize the disclosure of any such information, other than to an employee of the Contractor who has signed a confidentiality obligation in this form; or
  - (b) use, directly or indirectly, or cause or permit any other person to use any of such information except as required in order to provide the services described in the Agreement.
- 2.02 The Employee further covenants and agrees that all documents including all copies thereof and extracts there from and all writings and confidential information which may come into the possession of the Employee or be made by the Employee which in any way pertain to the project which is the subject of the Agreement shall be the exclusive property of the Province and shall be delivered up to the Province as required by the Contractor as stipulated by the Agreement.
- 2.03 The Employee hereby affirms and represents to the Province and to the Contractor that he is under no obligation to any former employer or to any other person which is in any way inconsistent or in conflict with his obligations hereunder.

Signed on behalf of Her Majesty )  
the Queen in right of the Province )  
of British Columbia by the Assistant )  
Deputy Minister of Corrections )  
or a duly authorized representative )  
of the Assistant Deputy Minister )  
of Corrections )

(Witness)

Date: \_\_\_\_\_

SIGNED, SEALED AND )  
DELIVERED by the Employee )  
in the presence of: )

(Print name)

(Witness)

(Date) \_\_\_\_\_

SIGNED AND DELIVERED by or )  
on behalf of the Contractor (or by its )  
Authorized Signatory or Signatories )  
if the Contractor is a corporation) in )  
the presence of: )

(Print name and title)

(Witness)

Date: \_\_\_\_\_