
SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
KT13A2M004

Agreement Name: Parenting Capacity Assessment

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by
The Minister of Children and Family Development
(the "Province", "we", "us", or "our" as applicable) at the following
address:

Unit 140-4460 Chatterton Way
Victoria, British Columbia
Canada V8X 5J2
Authorized Email: Audrey.Chartrand@gov.bc.ca

Fax Number: (250)952-4282

AND

MEUSER, PETER, DR
(Legal Name)

(the "Contractor", "you", or "your" as applicable) at the following
address:

130-10030 RESTHAVEN DR
SIDNEY, BC
V8L 3G4
Authorized Email: DrPeterMeuser@gmail.com

Fax Number: (250)656-4888

The term for the Service Agreement begins on:

01/04/2014
(Day/Month/Year)

and ends on

31/03/2015
(Day/Month/Year)

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE MINISTRY OF
CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.1 DATED JANUARY 13, 2015, AND AGREE TO BE BOUND
BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT:

- SCHEDULE A - SERVICES
- SCHEDULE B - PAYMENT
- SCHEDULE C - APPROVED SUBCONTRACTOR(S)
- SCHEDULE D - INSURANCE
- SCHEDULE E - AUTHORIZED PERSONS
- SCHEDULE F - INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY)
- SCHEDULE H - ADDITIONAL TERMS

(collectively, the "Agreement")

SIGNED AND DELIVERED on the _____ day of _____
on behalf of the Province by its
duly authorized representative

Signature: _____

Print Name: Dianne Jakubowski

Position: Community Services Manager or Designate

Responsibility
Centre: SI AB COMM SRVS-MGR

SIGNED AND DELIVERED on the _____ day of _____
by or on behalf of the Contractor (or by its
authorized signatory or signatories if the Contractor is a corporation)

Signature: _____

Print Name: Dr. Peter Meuser Position: Psychologist

Signature: _____

Print Name: _____ Position: _____

Signature: _____

Print Name: _____ Position: _____

Contractor: By signing above you agree that you have read, understand, and agree to be bound by, the Terms
and Conditions and the Schedules for the Service Agreement

SCHEDULE A – SERVICES

SUMMARY

Term 01/04/2014 to 31/03/2015 Total Amount of Agreement

\$5,146.67

Allocation by Programs and Services

Grouped Services		
<i>Psychological Assessment</i>		
Assessment - Parenting Capacity		\$5,146.67
Non-Program Services		
	Sub-Total	\$0.00
	Total	\$5,146.67

Allocation by Community

Communities Served		
Greater Victoria		\$5,146.67
	Total	\$5,146.67

Allocation by Business Area

Core Business Area	Business Area - Sub Business Area	
<i>Child and Family Development</i>		
	Family Development/Family Preservation and Reunification	\$5,146.67
	Sub-Total	\$5,146.67
	Total	\$5,146.67

Psychological Assessment

SERVICE: ASSESSMENT - PARENTING CAPACITY		Total Amount	\$5,146.67
Definitions	In-depth assessment related to family history and future capacity of parents to care for their child(ren) and/or youth.		
Project Code	18CA031		
Input	Psychologist		
Output Indicators	# Recipients of One to One Services	Quantity	
	# Hours		
Reporting Frequency	As Scheduled		
Core Business Area	Child and Family Development		
Business Area	Family Development		
Sub Business Area	Family Preservation and Reunification		
Aboriginal	S.22		
Communities Served			
Greater Victoria	Recipient(s)	Parents/Caregivers	Amount
			\$5,146.67

This allocation is provided as an estimate.

Additional Descriptions**SERVICE DESCRIPTION****Background**

The Contractor entered into a contract (KT13A2M001) with the Province to complete a parenting capacity assessment on 'S.2' in 2013. Due to unforeseen circumstances S.2 was unable to attend for the assessment. 'S.2' is now able to participate in the assessment process; the purpose of this Agreement is provide for the completion of unfinished assessment from 2013.

Deliverables

The Contractor will complete a parenting capacity assessment on 'S.2' to determine 'S.2's' capacity to parent his children without undue risk of harm. The intent is to assess the client's capacity to safely parent his children and provide the Contractor's professional assessment and conclusions to the Ministry of Children and Family Development.

Activities

The Contractor will:

- Review relative records and documents
- Conduct clinical interviews and testing as appropriate for the assessment
- Analyze and document results
- Submit a written report to the Province on the results of the assessment

Reporting

The Contractor will submit a written parenting capacity report on 'S.2,' by the end of the term of this Agreement. A copy of the completed report is to be submitted in a form and content acceptable to the Province.

The written report is to be submitted to Audrey Chartrand, Social Worker, Ministry of Children and Family Development, #106 2145 Townsend Road, Sooke, BC V9Z 0H3

BUSINESS AREA OUTCOMES

- Families have an enhanced capacity to care for their children
- Extended Families and communities are actively engaged and caring for children
- Children and youth are healthy and have a sense of well-being
- Children and youth are free from abuse, neglect and exploitation
- Children and youth experience stability and permanence in their family and alternative family environment
- Children in care are engaged and successful at school and experience positive outcomes

- Children in care transition successfully to adulthood through appropriate supports and supportive relationships

SCHEDULE B – PAYMENT

Aggregate Maximum

- 1.1 Subject to the provisions of this Agreement, we will pay you an amount not exceeding \$5,146.67, including GST, in the aggregate, for providing the Services set out in Schedule A, during the term of this Agreement.

Payments

2.1 Variable

For Service: Assessment - Parenting Capacity

We will pay you, to a maximum amount of \$5,146.67, in accordance with the following payment schedule:

Upon satisfactory completion of the assessment and report.

2.2 Payment Address

130-10030 RESTHAVEN DR SIDNEY, BC V8L 3G4

Goods and Services Tax (GST)

Financial Reports

- 2.3 In addition to the financial statements referred to in the Audit and Service Evaluation section of KT13A2M000 any financial reports should, at a minimum, relate costs to service outputs. The following additional financial reports are required:

Not applicable

Transition to Unit Cost Based Payments

- 2.4 Not applicable

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

Subcontractors

- 1.1 The following persons, groups of persons, or organizations, are specified as Subcontractors under section 12 of the Agreement:

None

SCHEDULE D – INSURANCE

Conflict Resolution Officials

- 1.1 The designated “Officials” of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Community Services Manager or Designate	Psychologist
Stage Two:	Executive Director of Service	Psychologist
Stage Three:	Assistant Deputy Minister	Psychologist

Insurance and Indemnity

A. For all Contractor's activities under this Agreement to which the Master Insurance Program applies, as determined by the Province in its sole discretion:

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

B. For all Contractor's activities to which the Master Insurance Program does not apply, the Contractor shall:

- 3.1 The Contractor must, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this Agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 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.
- 3.2 All insurance described in paragraph 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
- 3.3 The Contractor must provide the Province with evidence of all required insurance:
 - (a) Within 10 working days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance.

- (b) If the insurance policy(ies) expire before the end of the term of this Agreement, the Contractor must provide within 10 working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance.
 - (c) Notwithstanding paragraph 3(a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
- 3.4 The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.

C. Whether A or B applies to the Services, for all Contractor activities under this Agreement:

- 4.1 The Contractor shall maintain Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for the BC Certificate of Insurance.
- 4.2 Additional Insurance: Not applicable

SCHEDULE E – AUTHORIZED PERSONS

Authorized Persons

- 1.1 The Contractor designates any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

Dr. Peter Meuser, Psychologist

- 1.2 The Ministry designates any of the following persons (identify by name and/or position) to act for us in relation to this Agreement:

Audrey Chartrand, Consultant

Dianne Jakubowski, Community Services Manager or Designate

SCHEDULE F – INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's obligations with respect to:
 - (i) creation, maintenance, retention and final disposition of the Province's Records, and
 - (ii) protection of Personal Information collected under this Agreement and pursuant to *FOIPPA*.
- (b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:
 - (i) the Province's Records, and
 - (ii) the Personal Information collected or created under this Agreement.

Applicability

This Schedule applies to the management of the Province's Records and to the management of Personal Information contained in the Province's Records.

The Contractor must manage the Province's Records in accordance with this Schedule and in accordance with MCFD Contractor's Information Management Guidelines, which provide directions and standards to assist the Contractor in complying with this Schedule.

Definitions

I. In this Schedule:

- a) **"access"** means the ability or opportunity of a person to view, study, or obtain a copy of records;
- b) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- 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) **"control"** (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;
- e) **"custody"** (of a record) means having physical possession of a record, regardless of the format (e.g., paper or electronic).
- f) **"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 or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body as interpreted under the FOIPPA;
- g) **"Services Worker"** means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include the Contractor or a subcontractor of an individual, or an employee or volunteer of the Contractor or of a subcontractor.

RECORDS MANAGEMENT

Records Retention and Disposition

2. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:
 - (a) within 30 calendar days of expiry or termination of the Agreement;
 - (b) within 7 calendar days of the Contractor receiving a request for return from the Province;
 - (c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or
 - (d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

3. 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 Personal Information is about.
5. Except as otherwise permitted by FOIPPA, 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 Personal 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 Information Access Operations with the Ministry of Technology, Innovation and Citizens' Services or successor.

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 correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10 of this Schedule.
10. Within 5 business days of correcting or annotating any Personal Information under section 8 of this Schedule, 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 provide the Provincial 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 security arrangements expressly set out in the Security section of this Schedule.

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 the 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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

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.

SECURITY

Services Worker confidentiality agreements

18. The contractor must immediately provide notice to the contract manager of any suspected information incident that threatens privacy or information security.
19. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Personal Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Personal Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

20. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to collect or have access to Personal Information, or otherwise be involved in providing the Services if, after having subjected the Services Worker to personnel security screening requirements as outlined in Appendix F1 to this Schedule, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk.

Services Worker activity logging

21. The Contractor must create and maintain detailed Contractor's Records logging the activities of all Service Workers in relation to:

- (a) their access to Personal Information; and
- (b) any other matters specified by the Province in writing for the purposes of this section.

Facilities and Equipment protection and access

22. The Contractor must create, maintain and follow a documented process to:
- (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and,
 - (b) limit access to Facilities and Equipment of the Contractor:
 - i. being used by the Contractor to provide the Services; or
 - ii. that may be used by someone to access information,
- to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
23. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Integrity of Information

24. The Contractor must create, maintain and follow a documented process for maintaining the integrity of information while in the custody of or accessed by the Contractor.
25. For the purposes of section 24 of this Schedule, maintaining the integrity of information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the information has:
- (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

26. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 21 and 22 of this Schedule.

Secure Storage

27. The Contractor must securely store the Province's Records in the Contractor's custody.

GENERAL

Notice

28. The Contractor must immediately provide notice to the Province of
- (a) a possible or confirmed foreign demand or request for disclosure, including the information required by section 30.2(3) of FOIPPA or
 - (b) anticipated or actual non-compliance with this Schedule, unauthorized access, collection, use, disclosure, storage, alteration or disposal of information or Records containing information; or
 - (c) unauthorized access to Facilities or Equipment.

In this provision, "foreign demand for disclosure" and "unauthorized disclosure of personal information" bear the same meanings as in section 30.2 of FOIPPA.

29. The Contractor must immediately provide notice to the Province of any non-compliance, or anticipated inability to comply, with a provision in this Schedule in any respect.

Compliance, Audit and Review

30. The Contractor must, in relation to the Province's Records, comply with:
- (a) the requirements of *FOIPPA* applicable to the Contractor as a service provider, including any applicable order of the commissioner under *FOIPPA*, and
 - (b) any direction given by the Province under this Schedule.
31. The Contractor acknowledges that it is familiar with the requirements of *FOIPPA* governing Personal Information that are applicable to it as a service provider.
32. 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, and at the Province's discretion, copy, any of the Province's Records, or any of the Contractor's information management policies or practices or Records relevant to the Contractor's management of the Province's Records or the Contractor's compliance with this Schedule. The Contractor must permit and provide reasonable assistance to any such inspection.
33. If the Province conducts a review of a matter described in section 28 or 29 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 28 or 29 of this Schedule), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Interpretation

34. Any reference to the "Contractor" in this Schedule includes any subcontractor, agent, or volunteer retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors, agents, and volunteers comply with this Schedule.
35. If a direction or provision of the Agreement or any Schedule conflicts with a requirement of *FOIPPA* or an applicable order of the commissioner under *FOIPPA*, the conflicting provision of the Agreement or Schedule will be inoperative to the extent of the conflict.
- (a) If there is a conflict between a documented process required by this Schedule to be created or maintained by the Contractor and this Schedule, the provision of this Schedule will prevail to the extent of the conflict.
36. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
37. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 38 of this Schedule, the law of any jurisdiction outside Canada.
38. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with *FOIPPA*.

SCHEDULE F – Appendix F1 – Security screening requirements

The personnel security screening requirements set out in this Appendix F1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none">• B.C. driver's licence or learner's licence (must have photo)• B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none">• Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none">• Canadian Citizenship Card• Permanent Resident Card• Canadian Record of Landing/Canadian Immigration Identification Record	<ul style="list-style-type: none">• School ID card (student card)• Bank card (only if holder's name is on card)• Credit card (only if holder's name is on card)• Passport• Foreign birth certificate (a baptismal certificate is not acceptable)• Canadian or U.S. driver's licence• Naturalization certificate• Canadian Forces identification• Police identification• Foreign Affairs Canada or consular identification• Vehicle registration (only if owner's signature is shown)• Picture employee ID card• Firearms Acquisition Certificate• Social Insurance Card (only if has signature strip)• B.C. CareCard• Native Status Card• Parole Certificate ID• Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE H – ADDITIONAL TERMS

Notwithstanding section 47(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this Service Agreement is 60 days.

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
KT13A2M005

Agreement Name: Parenting Capacity Assessment

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by
The Minister of Children and Family Development
(the "Province", "we", "us", or "our" as applicable) at the following
address:

140 - 4460 Chatterton Way
PO Box 9727 Stn Prov Govt
Victoria, British Columbia
Canada V8W 9S2
Authorized Email: Patti.Simmons@gov.bc.ca

Fax Number: (250)952-4282

AND

MEUSER, PETER, DR
(Legal Name)

(the "Contractor", "you", or "your" as applicable) at the following
address:

9771 Fourth Street
Sidney, British Columbia
Canada V8L 2Y9
Authorized Email: DrPeterMeuser@gmail.com

Fax Number: (250)656-4888

The term for the Service Agreement begins on:

01/12/2014
(Day/Month/Year)

and ends on

28/02/2015
(Day/Month/Year)

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE MINISTRY OF
CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.1 DATED JANUARY 13, 2015, AND AGREE TO BE BOUND
BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT:

- | | |
|------------|--|
| SCHEDULE A | - SERVICES |
| SCHEDULE B | - PAYMENT |
| SCHEDULE C | - APPROVED SUBCONTRACTOR(S) |
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| SCHEDULE F | - INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY) |
| SCHEDULE H | - ADDITIONAL TERMS |

(collectively, the "Agreement")

SIGNED AND DELIVERED on the _____ day of _____
_____ on behalf of the Province by its
duly authorized representative

Signature: _____

Print Name: Sarah Bower

Position: Community Services Manager or Designate

Responsibility
Centre: MGR COMM SRVS CORE VIC

SIGNED AND DELIVERED on the _____ day of _____
_____ by or on behalf of the Contractor (or by its
authorized signatory or signatories if the Contractor is a corporation)

Signature: _____

Print Name: Peter, Dr. Meuser Position: Psychologist

Signature: _____

Print Name: _____ Position: _____

Signature: _____

Print Name: _____ Position: _____

Contractor: By signing above you agree that you have read, understand, and agree to be bound by, the Terms and Conditions and the Schedules for the Service Agreement

SCHEDULE A – SERVICES

SUMMARY

Term 01/12/2014 to 28/02/2015 **Total Amount of Agreement** \$6,900.00

Allocation by Programs and Services

Grouped Services		
<i>Psychological Assessments</i>		
Assessment - Parenting Capacity		\$6,900.00
Non-Program Services		
	Sub-Total	\$0.00
	Total	\$6,900.00

Allocation by Community

Communities Served		
Greater Victoria		\$6,900.00
	Total	\$6,900.00

Allocation by Business Area

Core Business Area	Business Area - Sub Business Area	
<i>Child and Family Development</i>		
	Family Development/Family Preservation and Reunification	\$6,900.00
	Sub-Total	\$6,900.00
	Total	\$6,900.00

Psychological Assessments

SERVICE: ASSESSMENT - PARENTING CAPACITY		Total Amount	\$6,900.00
Definitions	In-depth assessment related to family history and future capacity of parents to care for their child(ren) and/or youth.		
Project Code	18CA031		
Input	Psychologist		
Output Indicators	# Recipients of One to One Services	Quantity	2
Reporting Frequency	As Scheduled		
Core Business Area	Child and Family Development		
Business Area	Family Development		
Sub Business Area	Family Preservation and Reunification		
Aboriginal Communities Served	S.2		
Greater Victoria	Recipient(s)	Parents/Caregivers	Amount
			\$6,900.00

This allocation is provided as an estimate.

Additional Descriptions

SERVICE DESCRIPTION

Psychological Assessment (Parenting Capacity Assessment of S.2 and S.2):

A standard psychological assessment will include:

- adult clinical psychological interviews with S. and S.2 and MCFD Social Workers;
- Social and family history review;
- Interviews with collaterals;
- Clinical and parent child observation;
- Psychological personality testing;
- File and documentation review;
- Report writing

REPORTING

1) The Contractor will submit an individual psychological assessment report on the client by the end of the term of this agreement. A copy of the completed report will be provided in the form and content acceptable to the Province. A standardized parenting capacity assessment report requires the contractor to provide the following:

Number of sessions with the client including start and end date;
 Number of hours with client including start and end date;
 Number of hours testing and scoring and the results included;
 Number of hours interviewing children's mother and MCFD Social Worker including a start and end date;
 Number of hours of file and documentation review including a start and end date;
 Number of hours interviewing collaterals involved with the client including a start and end date;
 Number of hours of clinical and parent child observation including a start and end date;
 Number of hours to write the final report;
 Identify the total cost of the psychological assessment for the client including start and end date.

2) Provide monthly updates, or more frequently as requested by MCFD Social Worker, on the following:

- Attendance
- Client's compliance with assessment expectations
- Provide clinical opinion of client's progress and report on any safety issues that may have arisen during the assessment that would constitute as a child protection concern

A copy of the written report will be sent to Jane Isenor, Social Worker, Ministry of Children and Family Development, PO Box 9747 Stn Prov Govt, Victoria BC V8W 9S3

BUSINESS AREA OUTCOMES

- Families have an enhanced capacity to care for their children
- Extended Families and communities are actively engaged and caring for children
- Children and youth are healthy and have a sense of well-being
- Children and youth are free from abuse, neglect and exploitation
- Children and youth experience stability and permanence in their family and alternative family environment
- Children in care are engaged and successful at school and experience positive outcomes
- Children in care transition successfully to adulthood through appropriate supports and supportive relationships

SCHEDULE B – PAYMENT

Aggregate Maximum

- 1.1 Subject to the provisions of this Agreement, we will pay you an amount not exceeding \$6,900.00, including GST, in the aggregate, for providing the Services set out in Schedule A, during the term of this Agreement.

Payments

2.1 Variable

For Service: Assessment - Parenting Capacity

We will pay you, to a maximum amount of \$6,900.00, in accordance with the following payment schedule:

For service rates and fee breakdown, refer to Appendix I.

2.2 Payment Address

130-10030 RESTHAVEN DR SIDNEY, BC V8L 3G4

Goods and Services Tax (GST)

Financial Reports

- 2.3 In addition to the financial statements referred to in the Audit and Service Evaluation section of KT13A2M000 any financial reports should, at a minimum, relate costs to service outputs. The following additional financial reports are required:

Not applicable

Transition to Unit Cost Based Payments

- 2.4 Not applicable

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

Subcontractors

- 1.1 The following persons, groups of persons, or organizations, are specified as Subcontractors under section 12 of the Agreement:

None

SCHEDULE D – INSURANCE

Conflict Resolution Officials

- 1.1 The designated “Officials” of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Community Services Manager or Designate	Psychologist
Stage Two:	Executive Director of Service	Psychologist
Stage Three:	Assistant Deputy Minister	Psychologist

Insurance and Indemnity

A. For all Contractor's activities under this Agreement to which the Master Insurance Program applies, as determined by the Province in its sole discretion:

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

B. For all Contractor's activities to which the Master Insurance Program does not apply, the Contractor shall:

- 3.1 The Contractor must, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this Agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 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.
- 3.2 All insurance described in paragraph 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
- 3.3 The Contractor must provide the Province with evidence of all required insurance:
 - (a) Within 10 working days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance.

(b) If the insurance policy(ies) expire before the end of the term of this Agreement, the Contractor must provide within 10 working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance.

(c) Notwithstanding paragraph 3(a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

3.4 The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.

C. Whether A or B applies to the Services, for all Contractor activities under this Agreement:

4.1 The Contractor shall maintain Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for the BC Certificate of Insurance.

4.2 In addition to the standard insurance required under this Agreement, you must provide the following insurance:

Certificate of Insurance (attachment)

SCHEDULE E – AUTHORIZED PERSONS

Authorized Persons

- 1.1 The Contractor designates any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

Peter, Dr Meuser, Psychologist

- 1.2 The Ministry designates any of the following persons (identify by name and/or position) to act for us in relation to this Agreement:

Patti Simmons, Community Services Manager or Designate

SCHEDULE F – INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's obligations with respect to:
 - (i) creation, maintenance, retention and final disposition of the Province's Records, and
 - (ii) protection of Personal Information collected under this Agreement and pursuant to *FOIPPA*.
- (b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:
 - (i) the Province's Records, and
 - (ii) the Personal Information collected or created under this Agreement.

Applicability

This Schedule applies to the management of the Province's Records and to the management of Personal Information contained in the Province's Records.

The Contractor must manage the Province's Records in accordance with this Schedule and in accordance with MCFD Contractor's Information Management Guidelines, which provide directions and standards to assist the Contractor in complying with this Schedule.

Definitions

1. In this Schedule:

- a) "**access**" means the ability or opportunity of a person to view, study, or obtain a copy of records;
- b) "**FOIPPA**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- 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) "**control**" (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;
- e) "**custody**" (of a record) means having physical possession of a record, regardless of the format (e.g., paper or electronic).
- f) "**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 or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body as interpreted under the FOIPPA;
- g) "**Services Worker**" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include the Contractor or a subcontractor of an individual, or an employee or volunteer of the Contractor or of a subcontractor.

RECORDS MANAGEMENT

Records Retention and Disposition

2. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:
 - (a) within 30 calendar days of expiry or termination of the Agreement;
 - (b) within 7 calendar days of the Contractor receiving a request for return from the Province;
 - (c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or
 - (d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

3. 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 Personal Information is about.
5. Except as otherwise permitted by FOIPPA, 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 Personal 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 Information Access Operations with the Ministry of Technology, Innovation and Citizens' Services or successor.

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 correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10 of this Schedule.
10. Within 5 business days of correcting or annotating any Personal Information under section 8 of this Schedule, 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 provide the Provincial 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 security arrangements expressly set out in the Security section of this Schedule.

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 the 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 for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

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.

SECURITY

Services Worker confidentiality agreements

18. The contractor must immediately provide notice to the contract manager of any suspected information incident that threatens privacy or information security.
19. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Personal Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Personal Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

20. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to collect or have access to Personal Information, or otherwise be involved in providing the Services if, after having subjected the Services Worker to personnel security screening requirements as outlined in Appendix F1 to this Schedule, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk.

Services Worker activity logging

21. The Contractor must create and maintain detailed Contractor's Records logging the activities of all Service Workers in relation to:

- (a) their access to Personal Information; and
- (b) any other matters specified by the Province in writing for the purposes of this section.

Facilities and Equipment protection and access

22. The Contractor must create, maintain and follow a documented process to:
- (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and,
 - (b) limit access to Facilities and Equipment of the Contractor:
 - i. being used by the Contractor to provide the Services; or
 - ii. that may be used by someone to access information,
 to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
23. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Integrity of Information

24. The Contractor must create, maintain and follow a documented process for maintaining the integrity of information while in the custody of or accessed by the Contractor.
25. For the purposes of section 24 of this Schedule, maintaining the integrity of information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the information has:
- (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

26. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 21 and 22 of this Schedule.

Secure Storage

27. The Contractor must securely store the Province's Records in the Contractor's custody.

GENERAL

Notice

28. The Contractor must immediately provide notice to the Province of
- (a) a possible or confirmed foreign demand or request for disclosure, including the information required by section 30.2(3) of FOIPPA or
 - (b) anticipated or actual non-compliance with this Schedule, unauthorized access, collection, use, disclosure, storage, alteration or disposal of information or Records containing information; or
 - (c) unauthorized access to Facilities or Equipment.

In this provision, "foreign demand for disclosure" and "unauthorized disclosure of personal information" bear the same meanings as in section 30.2 of FOIPPA.

29. The Contractor must immediately provide notice to the Province of any non-compliance, or anticipated inability to comply, with a provision in this Schedule in any respect.

Compliance, Audit and Review

30. The Contractor must, in relation to the Province's Records, comply with:
- (a) the requirements of *FOIPPA* applicable to the Contractor as a service provider, including any applicable order of the commissioner under *FOIPPA*, and
 - (b) any direction given by the Province under this Schedule.
31. The Contractor acknowledges that it is familiar with the requirements of *FOIPPA* governing Personal Information that are applicable to it as a service provider.
32. 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, and at the Province's discretion, copy, any of the Province's Records, or any of the Contractor's information management policies or practices or Records relevant to the Contractor's management of the Province's Records or the Contractor's compliance with this Schedule. The Contractor must permit and provide reasonable assistance to any such inspection.
33. If the Province conducts a review of a matter described in section 28 or 29 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 28 or 29 of this Schedule), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Interpretation

34. Any reference to the "Contractor" in this Schedule includes any subcontractor, agent, or volunteer retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors, agents, and volunteers comply with this Schedule.
35. If a direction or provision of the Agreement or any Schedule conflicts with a requirement of *FOIPPA* or an applicable order of the commissioner under *FOIPPA*, the conflicting provision of the Agreement or Schedule will be inoperative to the extent of the conflict.
- (a) If there is a conflict between a documented process required by this Schedule to be created or maintained by the Contractor and this Schedule, the provision of this Schedule will prevail to the extent of the conflict.
36. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
37. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 38 of this Schedule, the law of any jurisdiction outside Canada.
38. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with *FOIPPA*.

SCHEDULE F – Appendix F1 – Security screening requirements

The personnel security screening requirements set out in this Appendix F1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> • Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder's name is on card) • Credit card (only if holder's name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver's licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner's signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE H – ADDITIONAL TERMS

Notwithstanding section 47(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this Service Agreement is 30 days.

SUBSIDIARY COMPONENT AGREEMENT (SCA)





Ministry of
Children and Family
Development

SUBSIDIARY COMPONENT AGREEMENT:
KT09457002

DOING BUSINESS AS: **Waterman & Associates**
Agreement Name: Parental Capacity Assessment for
Clients S.22

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by
The Minister of Children and Family Development
(the "Province", "we", "us", or "our" as applicable) at the following
address:

215 - 1180 Ironwood Road
Campbell River, British Columbia
Canada V9W 5P7
Authorized Email: curtis.cameron@gov.bc.ca

Fax Number: (250)286-7694

AND

DR. LARRY W. WATERMAN INC.
(Legal Name)

(the "Contractor", "you", or "your" as applicable) at the following
address:

12-1599 DUFFERIN CRES
NANAIMO, BC
V9S 5L5
Authorized Email: info@waterman-associates.com

Fax Number: (250)754-2349

The term for the Subsidiary Component Agreement begins on: 14/04/2014 and ends on 31/05/2014
(Day/Month/Year) (Day/Month/Year)

THE PARTIES AGREE TO THE TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND OUTLINED BELOW.
THIS SUBSIDIARY COMPONENT AGREEMENT IS PART OF THE THIRD PARTY SERVICE AGREEMENT KT09457000:

APPLICABLE SCHEDULES:

- SCHEDULE A - SERVICES
- SCHEDULE B - PAYMENT & FINANCIAL REPORTING
- SCHEDULE C - APPROVED SUBCONTRACTOR(S)
- SCHEDULE D - RISK MANAGEMENT & CONFLICT RESOLUTION
- SCHEDULE E - AUTHORIZED PERSONS (FOR THE SUBSIDIARY COMPONENT AGREEMENT)
- SCHEDULE F - INFORMATION MANAGEMENT & PRIVACY PROTECTION
- SCHEDULE H - ADDITIONAL TERMS

SIGNED AND DELIVERED on the _____ day of _____,
_____ on behalf of the Province by its
duly authorized representative

Signature: _____

Print Name: Curtis Cameron

Position: Community Services Manager or Designate

Responsibility
Centre: MGR COMM SERV-COMOX VAL

SIGNED AND DELIVERED on the _____ day of _____,
_____ by or on behalf of the Contractor (or by its
authorized signatory or signatories if the Contractor is a corporation)

Signature: _____

Print Name: Dr. Larry W. Waterman Position: Registered Psychologist

Signature: _____

Print Name: _____ Position: _____

Signature: _____

Print Name: _____ Position: _____

READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT



Ministry of
Children and Family
Development

SUBSIDIARY COMPONENT AGREEMENT:
KT09457002

Agreement name: Parental Capacity Assessment for Clients
S.22

SCHEDULE A

SCHEDULE A – SERVICES

SUMMARY

Term 14/04/2014 to 31/05/2014 *Total Amount of Component Agreement* **\$7,000.00**

Allocation by Programs and Services

Grouped Services	
<i>Parental Capacity Assessment</i>	
Assessment - Parenting Capacity	\$7,000.00
Non-Program Services	
Sub-Total	\$0.00
Total	\$7,000.00

Allocation by Community

Communities Served	
Courtenay	\$7,000.00
Total	\$7,000.00

Allocation by Business Area

Core Business Area	Business Area - Sub Business Area	
Child and Family Development	Family Development/Service to Strengthen Families	\$7,000.00
	Sub-Total	\$7,000.00
	Total	\$7,000.00

Parental Capacity Assessment

SERVICE: ASSESSMENT - PARENTING CAPACITY		Total Amount	\$7,000.00
Definitions	In-depth assessment related to family history and future capacity of parents to care for their child(ren) and/or youth.		
Project Code	18CN031		
Input	Psychologist		
Output Indicators	Product	Quantity	
Reporting Frequency	As Scheduled		
Core Business Area	Child and Family Development		
Business Area	Family Development		
Sub Business Area	Service to Strengthen Families		
Communities Served			
Courtenay	Recipient(s)	Family	Amount
			\$7,000.00

Additional Descriptions

SERVICE DESCRIPTION

Contractor to provide a completed Parental Capacity Assessment on S.22 and S.22

Service Deliverables:

- Interview parents,
- Psychological testing of parents,
- Observe parents and children interaction,
- Review MCFD files,
- Interview social worker, and
- Prepare and write report.

The following are specific questions to be answered in the parental capacity assessment:

- What is the parent's capacity to provide safe and adequate care to meet each of the children's special needs and as a family unit?
- What is the likelihood of the parents being able to identify and/or respond to the safety needs of the children appropriately?
- What are the children's representations and expectations about the availability, responsiveness and safety of the parents?
- What is the likelihood of intervention being effective in supporting the parents, in both the short and long-term, to address the issues such as substance misuse and intimate partner violence that create risk for the children?
- What is the likelihood of parent's capacity to create/sustain safety for a large family?

Reporting:

A written report will be provided to the Ministry of Children and Family Development Social Worker upon completion of assessment.

BUSINESS AREA OUTCOMES

- Families have an enhanced capacity to care for their children

- Extended Families and communities are actively engaged and caring for children
- Children and youth are healthy and have a sense of well-being
- Children and youth are free from abuse, neglect and exploitation
- Children and youth experience stability and permanence in their family and alternative family environment
- Children in care are engaged and successful at school and experience positive outcomes
- Children in care transition successfully to adulthood through appropriate supports and supportive relationships



Ministry of
Children and Family
Development

SUBSIDIARY COMPONENT AGREEMENT:
KT09457002

SCHEDULE B

SCHEDULE B – PAYMENT & FINANCIAL REPORTING

Aggregate Maximum

- 1.1 Subject to the provisions of the Third Party Service Agreement and this Subsidiary Component Agreement, we will pay you an amount not exceeding \$7,350.00, including GST, in the aggregate, for providing the Services set out in Schedule A, during the term of this Subsidiary Component Agreement.

Payments

2.1 Variable

For Service: Assessment - Parenting Capacity

We will pay you, to a maximum amount of \$7,000.00, in accordance with the following payment schedule:

Contractor will provide a detailed invoice for payment upon completion of services and written assessment.

Maximum of \$7,000.00 plus GST, for fees and expenses over the term of the contract.

Breakdown of Fees and Travel Expenses is as follows:

Hourly rate for completion of assessment is billed at \$250.00 per hour,

Travel time is billed at \$170.00 per hour,

Travel expenses (meals and mileage) are as per attached Appendix 1, Group 1 Rates, Expenses for Contractors.

Invoice to be forwarded to the attention of Coleen Janicki, Contract Administrator, Ministry of Children and Family Development, 215 - 1180 Ironwood Road, Campbell River, BC V9W 5P7.

2.2 Payment Address

12-1599 DUFFERIN CRES NANAIMO, BC V9S 5L5

Goods and Services Tax (GST)

2.3 The GST Payable on variable payments is \$350.00

2.4 The total GST payable under this agreement is \$350.00


Financial Reports

- 2.5 In addition to the financial statements referred to in the Audit and Service Evaluation section of KT09457000 any financial reports should, at a minimum, relate costs to service outputs. The following additional financial reports are required:

Not applicable

Transition to Unit Cost Based Payments

2.6 Not applicable


 BRITISH COLUMBIA	Ministry of Children and Family Development	SUBSIDIARY COMPONENT AGREEMENT: KT09457002 SCHEDULE C
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

Subcontractors

- 1.1 The following persons or organizations, are specified as Subcontractors under section 12 of the Third Party Service Agreement, for purposes of this Subsidiary Component Agreement:

None

 BRITISH COLUMBIA	Ministry of Children and Family Development	SUBSIDIARY COMPONENT AGREEMENT: KT09457002 SCHEDULE D
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SCHEDULE D – RISK MANAGEMENT & CONFLICT RESOLUTION

Criminal Record Check

- 1.1 In accordance with the Criminal Records Review Act, you must undertake a criminal record check of each staff member or other person who has, or potentially has, unsupervised access to children, or who has access to their records.
- 1.2 In addition to any criminal record checks required under the Criminal Records Review Act, you must undertake a criminal record check on volunteers or other individuals who have, or potentially have, unsupervised access to children or their records.
- 1.3 Upon our written request you must provide us written confirmation that:
 - (a) criminal record checks have been initiated;
 - (b) you have acted on instructions from the adjudicator or us; and
 - (c) all other related procedures have been followed.

Conflict Resolution Officials

- 2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Community Services Manager or Designate	Registered Psychologist
Stage Two:	Executive Director of Service	Registered Psychologist
Stage Three:	Deputy Minister or Designate	Registered Psychologist

Permits and Licenses

3.1 You must obtain all the permits and licenses required to perform the Services, including, but not limited to:

- (a) any permits or licenses required by municipal or health authorities for the operation of the Services delineated in Schedule A.
- (b) any municipal, provincial, federal permits and licenses required to provide the Services including motor vehicle licenses of the appropriate class to provide transportation to clients.

Insurance and Indemnity

A. For all Contractor's activities under this Agreement to which the Master Insurance Program applies, as determined by the Province in its sole discretion:

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

B. For all Contractor's activities to which the Master Insurance Program does not apply, the Contractor shall:

- 5.1 The Contractor must, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this Agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 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.

5.2 All insurance described in paragraph 1 of this Schedule must:

- (a) be primary; and
- (b) not require the sharing of any loss by any insurer of the Province.


5.3 The Contractor must provide the Province with evidence of all required insurance:

- (a) Within 10 working days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance.
- (b) If the insurance policy(ies) expire before the end of the term of this Agreement, the Contractor must provide within 10 working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance.
- (c) Notwithstanding paragraph 3(a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

5.4 The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.

C. Whether A or B applies to the Services, for all Contractor activities under this Agreement:

- 6.1 The Contractor shall maintain Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for the BC Certificate of Insurance.
- 6.2 Additional Insurance: Not applicable

 BRITISH COLUMBIA	Ministry of Children and Family Development	SUBSIDIARY COMPONENT AGREEMENT: KT09457002 SCHEDULE E
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SCHEDULE E – AUTHORIZED PERSONS (FOR THE SUBSIDIARY COMPONENT AGREEMENT)

Authorized Persons

- 1.1 The Contractor designates any of the following persons, (identified by name and/or position) to act for you in relation to this Subsidiary Component Agreement:

Dr. Larry W. Waterman, Registered Psychologist

- 1.2 The Ministry designates any of the following persons (identify by name and/or position) to act for us in relation to this Subsidiary Component Agreement:

Curtis Cameron, Community Services Manager or Designate



Ministry of
Children and Family
Development

SUBSIDIARY COMPONENT
AGREEMENT: KT09457002

SCHEDULE F1

SCHEDULE F1 – 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 Ministry of Children and Family Development
(the "Province")

and

DR. LARRY W. WATERMAN INC.
(the "Contractor")

respecting Parental Capacity Assessment for Clients S. 22
(the "Agreement") 2

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 correction 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.

Inspection of personal information

18. 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

19. 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.
20. 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


21. 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

22. 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

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. 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.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. 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.
27. 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.
28. 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.

 BRITISH COLUMBIA	Ministry of Children and Family Development	SUBSIDIARY COMPONENT AGREEMENT: KT09457002 SCHEDULE H
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SCHEDULE H – ADDITIONAL TERMS

Other

1. Notwithstanding Clause 55 (b) of the Third Party Service Agreement, the termination notice period for this Subsidiary Component Agreement is 30 days.

APPENDIX 1 – Group 1 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for HST or GST credits).

Travel Expenses

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

1. Meal Allowances:

Effective November 7, 2012, the following meal allowances can be claimed which must not exceed \$48.00 per day (receipts are not required):

Breakfast only	\$11.75	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$13.50	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$22.75	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$25.25	see above
Breakfast and dinner only	\$34.50	see above
Lunch and dinner only	\$36.25	see above
Full day	\$48.00	

2. Mileage Rates When Using Private Vehicle:

Effective November 7, 2012, the private mileage allowance is \$.51 per kilometre and effective April 1, 2013 the rate increases to \$.52 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html#suppliers. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required. PAI (personal accident insurance) will not be reimbursed. CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required). Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide at www.pss.gov.bc.ca/csa/categories/accommodation/list-of-properties.html. Rates may vary between summer, winter and shoulder seasons. Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) **Private lodging** (receipts are not required):

\$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the director must accompany the expense claim.

Other Expenses

- 1. Business Expenses** (e.g., all costs associated with meetings, including business and guest meals): Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. HST/GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded HST or GST. A contractor with an HST/GST registration number can claim input tax credits from Canada Revenue Agency.

- 3. Miscellaneous Expenses** (e.g. business telephone/fax calls, newspapers, etc.): Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any misc. expenses.