

PROFESSIONAL SERVICES AGREEMENT

This Agreement made this ____ day of _____, 20 ____ (hereinafter referred to as the "Agreement")

BETWEEN:

Leanne Toews, MA, RCC, Q.Arb (on behalf of 1220670 B.C. LTD.)

109 - 645 Fort Street

Victoria, B.C.

V8W 1G2

T: +1.778.349.4966

E: info@leannetoews.com

(Hereinafter referred to as "The Consultant")

AND:

(Hereinafter referred to as "The Client(s)")

WHEREBY IT IS AGREED AS FOLLOWS:

1. APPOINTMENT & AUTHORITY

- A. Upon and subject to the terms of the Agreement, it is understood that the Client(s) appoint the Consultant to conduct work with respect to certain matters, namely the preparation of and subsequent formal reporting as supported by Sections 37, 202, 211, and 224 of the B.C. Family Law Act, and/or as they pertain to the Client(s)' needs outlined in the

- provided estimate/quote, signed and accepted by an authorized party(ies), and/or as instructed by any Order accepted by the Court(s).
- B. The purpose of the Agreement and services provided therein, in which all parties are aligned, is to determine what is in the best interest of the child(ren) and/or the party(ies) whom are the subject of the reporting taking place.
- C. The Client(s) authorize the Consultant to act on behalf of the Client(s) specifically for the purposes of:
- I. Conducting interviews with children, biological parents, their partners/spouses (where applicable), their family and friends (where applicable), professionals such as psychologists, physicians, clinicians, teachers, support workers, and the like, in order to accurately and fairly prepare a report.
 - II. Conducting interviews with, or seeking information from, any organization deemed by the Consultant to be appropriate such as the R.C.M.P., Ministry of Children and Family Development, and the like, in order to accurately and fairly prepare a report.
 - III. Accessing court documents, judgments and proceedings, and requesting personal information or materials from the Client(s) that may affect the outcome of a report, for which the Consultant will reserve final judgment of the relevance of, and the inclusion or exclusion of, said information or materials in the final report.
 - IV. Referring to additional and/or complementary professional services as needed and using professional discretion.
 - V. Assisting the Client(s) as needed, using professional discretion, and as governed by the laws of the Province of British Columbia and any applicable governing body(ies).
 - VI. Reporting to any external individual, group, or party as may be ordered in a court of law or under/through any legal action and/or discovery process.
 - VII. Reporting to any external individual, group, or party to whom the Consultant may be duty bound to report to.
- D. The Client(s) agree(s) that they have not appointed the Consultant to represent them in legal matters, act as a liaison between the Client(s) and their legal counsel, or to provide any service that has not been described in the Agreement, unless otherwise agreed upon by the parties or deemed required by the Consultant in accordance with the purpose of the Agreement defined in Section 1(B).
- E. The Client(s) agree(s) that they have not appointed the Consultant to prepare a report in the Consultant's capacity as a Registered Clinical Counsellor (RCC) or Qualified Arbitrator (Q.Arb), and as such the governing or regulatory bodies that oversee the work of the counselling profession (British Columbia Association of Clinical Counsellors) and/or the mediation, arbitration, or other alternative dispute resolution professions (Alternative Dispute Resolution British Columbia or Alternative Dispute Resolution Canada) do not have jurisdiction.

- F. The Client(s) agree(s) to refrain from making complaints or reports about the Consultant to any professional organization or to publicly criticize the Consultant orally or in writing during the term of the Agreement. These shall include any consumer protection bureau or similar organization, posting complaints, comments or reports about the Consultant on social media of any kind, and posting complaints or reports about the Consultant to review websites, professional rating websites or any other digital or physical platform.
- G. The Client(s) acknowledge(s), understand(s), and agree(s) that any complaints or reports to any professional organization, or oral or written public criticism of the Consultant would result in termination of the Agreement with cause, and all other terms afforded therein, and that in such an event the Consultant would be unable to perform services under the terms of the Agreement.
- H. The Consultant may be requested to perform other services for the Client(s), to be determined by the Client(s) in consultation with the Consultant, or as deemed required by the Consultant in accordance with the purpose of the Agreement defined in Section 1(B).
- I. The Client(s) agree(s) that at least one (1) Client must be represented by legal counsel or jointly under the direction of a Parent Coordinator throughout the term of the Agreement. Should at any time the Client(s) cease to be represented by legal counsel or under the joint direction of a Parent Coordinator, all services under the Agreement will discontinue until such time as one (1) or both parties have legal representation. Written notice of any change in legal representation or a Parent Coordinator on the part of either or both Client(s) must be delivered to the Consultant no later than five (5) business days after such change has taken place. Said notice can be provided by the Client(s) directly, or by their legal counsel. If one (1) Client so chooses to represent themselves, they must file written notice with the Court(s), for which a copy of the filed notice must be provided to the Consultant.
- J. All parties hereby agree that all communications and information related to the Client(s) during the course of and pursuant to the Agreement are protected from disclosure, except where otherwise determined in Section 1(C). This clause is congruent with the Non-Disclosure Agreement signed by the parties, which shall serve as an addendum to the Agreement.
- K. The Consultant agrees to provide the Client(s) with a copy of a current criminal record check for the vulnerable sector and a copy of current Practice and/or Commercial General Liability insurance upon request.
- L. The Consultant reserves the right to utilize whichever technological and/or communication devices necessary to complete the work/service described and not have any technology restrictions imposed by the Client(s). The Client(s) agree(s) that while the technological and/or communication devices and/or services are encrypted, the use of these technological and/or communication devices and/or services is at their own risk.
- M. In order to protect information, the Consultant agrees to not utilize products or services with known or perceived privacy issues, and ensure that any notes, records, recordings or otherwise are securely stored and encrypted in

- reliable cloud-based infrastructure or on a local, secured and encrypted device in adherence to, and compliance with, all professional regulations and the Personal Information Protection Act (hereinafter referred to as "PIPA").
- N. The Client(s) agree(s) to implement their own security safeguards, such as turning on encryption, setting privacy settings for their devices and/or browsers, using specific equipment, using technologies in a private place, password protecting their devices and/or equipment, etc. . . . prior to using these technologies.
 - O. The Client(s) acknowledge(s) and accept(s) that they are responsible for their own security, and that the Consultant cannot guarantee any level of privacy related to the use of technologies in direct service delivery, and the Consultant accepts no responsibility or liability for any interception or breach of privacy or data related to the use of technologies in direct service delivery.
 - P. The Consultant agrees to make every reasonable effort to regularly maintain, develop, and improve its precautionary, security, and health and safety policies, processes, and functions.
 - Q. In the use of the Consultant's physical office spaces, or that it may occupy, rent, lease, or otherwise be present to provide services under the Agreement, the Client(s) agree(s) to indemnify and hold harmless the Consultant in the event of any injury or loss suffered, physical, emotional, or financial, from such use of or attendance at such physical location.
 - R. The Consultant reserves the right to schedule appointments accordingly in consultation with the Client(s), and appointments cancelled or re-scheduled more than two (2) times consecutively, or four (4) times total shall be deemed as cause to terminate the Agreement as described below, whereby the Client(s) agree to forfeit the retainer/ deposit paid to the Consultant. Cancellations or re-scheduled appointments within 24 hours will be billed in full at the estimated/quoted and agreed upon rate. Other payment policies are described in the "Overall Services & Remuneration" Section of the Agreement, and in the current Fee Schedule.
 - S. Client(s) whose work/service by the Consultant is covered in part or in full by an Employee & Family Assistance Program (EFAP) or benefit plan through their employer will be subject to the rules, regulations, policies and processes outlined by their specific plan provider. Should the rules, regulations, policies and processes outlined by their specific plan provider not contain any clause, statement, or policy included in the Agreement, the Agreement shall serve as the framework under which work/service will be provided. The rules, regulations, policies and processes outlined by the specific plan provider will not supersede the Agreement, but will remain complementary to it. Client(s) whose specific plan provider requires payment by the Client(s) where they are reimbursed upon payment must adhere to the payment policies that are described in the "Overall Services & Remuneration" Section of this Agreement. Customized invoicing or generating of receipts to meet the specific requirements of a plan provider may be provided by the Consultant and fees for same will be based on the Consultant's most recent Fee Schedule, which shall serve as an addendum to this Agreement, unless otherwise agreed to in writing by the parties.

- T. In the event the Consultant requires representation, legal or otherwise, to enforce or defend the Agreement or in the course of providing service(s) in relation to the Client(s) and/or their legal counsel or representative(s), the Consultant shall have the authority to retain such professionals and subject matter experts as they deem necessary, including legal counsel, without prior approval from the Client(s). The Client(s) hereby agree(s) and authorize(s) that they are liable for reasonable attorney's fees and reasonable professional and/or subject matter expert fees.
- U. The Consultant agrees to notify the Client(s) immediately, in writing, should they be unable to perform the services contemplated in the Agreement for reasons of illness, disability, or otherwise, for which notification to the Client(s) will not be unreasonably withheld.

2. OWNERSHIP & DISCLOSURE

- A. All reports, records, documents and other materials prepared and/or utilized by the Consultant during the term of the Agreement shall be the property of the Client(s) and remain so upon expiration or termination of the Agreement, with the exception of any reports, records, documents and/or other materials that contain personal or privileged information, and shall remain the property of the person to whom it pertains. This is further contemplated in Section 2(D) of the Agreement with further information related to confidential information and disclosure. Any use of the materials for unrelated or previously unauthorized purposes without prior written approval from the Client(s) is prohibited.
- B. Disclosure of the materials prepared by the Consultant during the term of the Agreement shall not occur without prior written approval from the Client(s), except where otherwise determined in Section 1(C) of the Agreement.
- C. The Consultant shall keep all Client(s) personal information, and that of the Client(s)' family, friends, colleagues, employers, etc... confidential during the course of and pursuant to the Agreement. Any use or disclosure of this information without prior written approval from the Client(s) is prohibited, except where otherwise determined in Section 1(C) of the Agreement. This clause is congruent with the Non-Disclosure Agreement signed by the parties, which shall serve as an addendum to the Agreement.
- D. All personal or privileged information will remain confidential and will not be disclosed without the prior written consent of the party to whom the information pertains. This includes information provided by a child under the age of nineteen (19) or a person under guardianship that for a reason of mental illness, disability, or other reasonable circumstance is unable to enter in to the Agreement on their own free will or would be unable to understand the terms of the Agreement, and the Agreement was signed on their behalf. This clause is congruent with the Non-Disclosure Agreement signed by the parties, which shall serve as an addendum to the Agreement.
- E. Disclosure of any proceedings, investigations, court applications, court orders, and presentation of any subsequent or related materials, reports, documents or objects in physical or digital form that have any real, perceived, or potential impact upon service or reporting must be made to the Consultant as soon as possible after the event occurs. This could

include RCMP involvement, Ministry of Children & Family Development investigation, bankruptcy or insolvency of a party, accident, injury, illness, or other event that may affect either party's ability to fulfill their obligations under the Agreement. The Consultant exclusively reserves the right to cease service until such time as a remedy satisfactory to the Consultant is made.

3. COMMUNICATIONS & PROFESSIONAL CONDUCT

- A. The primary methods of communication under the Agreement shall be electronic mail (e-mail) and telephone.
- B. The Client(s) and the Consultant agree(s) to, at all times, conduct themselves in a professional and courteous manner when communicating in person, by phone, e-mail, and in writing. Abusive language, threatening behaviour, manipulation, overt disrespect and/or impolite communication by the Client(s), or their respective legal counsel or representatives will not be tolerated, and will result in immediate termination of the Agreement, with cause, as defined in the Agreement.
- C. The Consultant agrees to adhere to all professional policies and codes of conduct governed by their profession.
- D. The Client(s) agree(s) to provide the Consultant with any materials and information requested of them to conduct the activities under the Agreement, and to do so in a timely manner.
- E. Should the Client(s) not have access to the materials and information requested of them by the Consultant, the Client(s) agree(s) to direct their respective legal counsel to ensure the Consultant is provided with the materials and information they require to conduct the activities under the Agreement, and to do so in a timely manner.
- F. The Client(s) agree to respond to communications from the Consultant, in any format, in a timely manner. For the purposes of the Agreement, responses shall be provided within two (2) business days.
- G. Where applicable, the Client(s) agree(s) to direct their respective legal counsel to work cooperatively with the Consultant when their assistance or direction is requested or deemed required by the Consultant.
- H. The Consultant will only communicate with the Client(s)' respective legal counsel when instruction is given by the Client(s) to do so, or where it is required to conduct the activities under the Agreement. Reporting and regular communication will be provided by the Consultant to the Client(s), unless otherwise reasonably instructed by the Client(s).
- I. Any attempt by the Client(s) or their respective legal counsel to influence the outcome of service or the Consultant's activities will result in immediate termination of the Agreement, with cause, as defined in the Agreement, and notification to the Court(s) and any applicable governing body(ies) for which such conduct is prohibited.
- J. The Client(s) and the Consultant agree(s) to, at all times, address any general communication to all parties, except where confidentiality or clinical direction indicates otherwise. These terms are provided in the Non-Disclosure Agreement signed by the parties, which shall serve as an addendum to this Agreement, and clinical practice standards are publicly available from each governing or regulatory body, respectively.

- K. The Client(s) agree(s) to, at all times, respect the hours of operation of the Consultant and make reasonable effort to book appointment times to discuss matters pertaining to services, and communicate any important information only by e-mail or written mail. Unless a pre-arranged appointment has been set between the Client(s) and the Consultant, such communication will only occur between the hours of 9:00am and 5:00pm PST Monday to Thursday (excluding Statutory Holidays). Text messaging (including the transmission of photos, videos, photos of documents, or any private information) will not be permitted under the terms of the Agreement except to confirm appointment/meeting times or communicate delays or immediate/emergency scheduling concerns pertaining to appointment/meeting times. Text messages will not be returned outside of business hours, and are not to be sent outside of business hours.
- L. The Consultant will only engage in communications pertaining to the service(s) provided, and will not respond to communications that do not directly affect said service(s), at the sole discretion of the Consultant.

4. OVERALL SERVICES & REMUNERATION

- A. A baseline fee of \$160.00 CDN per hour will apply for all services and work undertaken as described herein, or a flat rate as may be agreed upon in the acceptance of an estimate/quote that will serve to supersede this clause, except in cases where additional work is requested and/or required and will be billed in accordance with this clause and the current Fee Schedule, which shall serve as an addendum to the Agreement.
- B. All estimates/quotes contain a 25.00% contingency retainer to allow for overages in administration, or potential services requested or required, or are requested or required above and beyond the terms of the Agreement.
- C. The baseline fee of \$160.00 CDN per hour will apply for all services requested or required above and beyond the terms of the Agreement, as will all applicable fees in the current Fee Schedule, which shall serve as an addendum to the Agreement. Such services may be requested by the Client(s) and/or their legal counsel, ordered by the Court(s), or deemed necessary at the sole discretion of the Consultant. Prior to commencement of service above and beyond the terms of the Agreement at their sole discretion, the Consultant agrees to notify the Client(s) of same, and provide an estimate/quote and scope of work, except under circumstances where time is of the essence and the Consultant must proceed without approval, the Consultant is ethically, legally, or otherwise bound or obligated to proceed, or it is deemed at the Consultant's sole discretion to be necessary to fulfill their obligations under the terms of the Agreement. The Client(s) agree(s) to have the expense noted on the estimate/quote taken from their retainer/deposit, and, if funds are not available in the existing retainer/deposit, to top up the retainer/deposit to the amount noted prior to or following those services occurring. Such services may include review of documents pertinent to assessment or report preparation, consultation with external professionals or subject matter experts, court appearances and testimony, and any administration required that is not included in an estimate/quote.

- D. For court appearances and testimony, personal service at the Consultant's office address of either Form F23 - Subpoena to a Witness or Form F43 - Notice to Cross-Examine for BC Supreme Court or the relevant form(s) for BC Provincial Court is required, and must make note of any documents or objects relating to the matter that the Client(s) and/or their legal counsel wish the Consultant to bring with them. Records that contain personal or privileged information will not be presented without the prior written consent of the party to whom the information pertains. Refer to the Non-Disclosure Agreement signed by the parties, which shall serve as an addendum to this Agreement, for terms relating to personal information and protection of privacy. A date and time of service of said Forms shall be scheduled in consultation between the Consultant and the Client(s) and/or their legal counsel, and must occur at least 28 days prior to the scheduled date for which the Consultant's appearance/testimony is requested. A copy of the Affidavit of Service shall be provided to the Consultant when service of the documents has occurred. The Client(s) hereby agree that they are prohibited from contacting any duly appointed sub-contractor contemplated in Section 4(l) of the Agreement for the purpose of court appearances and testimony, and that the Consultant shall appear in lieu of any sub-contractor as the sub-contractor's direct report and representative for all matters related to any ongoing, new, or historical legal proceedings.
- E. Payment of a retainer/deposit is required prior to or at the time of service of documents for any court appearance/testimony. A retainer/deposit invoice will be provided to the Client(s) for the time estimated to be required for the appearance/testimony, including any preparation time and administration. Any additional charges incurred for the appearance/testimony or unused balance will be presented in a final invoice. Upon receipt of the final invoice, the Consultant will either refund any unused balance, or the Client(s) will pay the outstanding balance in accordance with the terms of the invoice and the Agreement.
- F. Payment of a retainer/deposit is required prior to beginning any reporting or assessment work (including Hear the Child, Views of the Child, and/or Section 211 reporting), and any balance owing when the assessment(s)/report(s) is completed must be paid in full by the Client(s) before the assessment(s)/report(s) will be released. Reporting or assessment work will require a separate estimate/quote from the Consultant. Any additional charges incurred for the reporting or assessment work or unused balance will be presented in a final invoice. Upon receipt of the final invoice, the Consultant will either refund any unused balance, or the Client(s) will pay the outstanding balance in accordance with the terms of the invoice and the Agreement.
- G. Cost sharing (if applicable) must be agreed upon in writing between the Client(s), or be ordered by the Court(s) prior to work commencing. Any such agreement or Order(s) shall serve as an addendum to the Agreement.
- H. Upon prior Client(s) written approval, transportation/accommodation fees incurred for travel related to the Client(s)' file will be covered by the Client(s). Mileage for necessary travel requested by the Client(s) and miscellaneous fees are outlined in the current Fee Schedule, which shall serve as an addendum to the Agreement. Travel time will be billed in

real time accordingly, per the current Fee Schedule, in all circumstances beyond the Consultant's control (i.e. airline delays/cancellations, traffic delays/detours, accidents, or otherwise).

- I. Upon prior Client(s) written approval, the Consultant may sub-contract duties from time-to-time. Except for circumstances that fall under the regular course of business, the Consultant must provide a profile of the selected sub-contractor, to which the Client(s) have the final right of approval for the continuance of any such sub-contracting relationship. All employees, agents, representatives, advisors under the direct management of the Consultant are bound by the same terms described in the Agreement, as well as the Non-Disclosure Agreement signed by the parties, which shall serve as an addendum to the Agreement.
- J. Invoices shall be considered due upon receipt and/or prior to the commencement of the work described above. A compounding monthly charge of 2.00% interest (24.00% per annum) will be applied to any outstanding balance. This late charge is applicable to the unpaid balance thirty (30) days following the date of the original invoice.
- K. All contracts or agreements with the Consultant are entered into in the Province of British Columbia. Should it be necessary to collect on outstanding charges, any interest, penalties, legal fees, collection agency fees, or other costs incurred by the Consultant in an attempt to collect on past-due accounts will be added to the total amount owed by the Client(s). Any dispute between the Consultant and the Client(s) shall be resolved in the City of Victoria. Should any part of the Agreement be deemed unenforceable in a court of law within the Province of British Columbia, the Agreement as a whole shall be terminated immediately. Termination in this event shall not relieve the Client(s) of their responsibility to remit payment for any outstanding balances on their account.
- L. Any other fees will be based on the Consultant's most recent Fee Schedule, which shall serve as an addendum to this Agreement, unless otherwise agreed to in writing by the parties.
- M. Methods of payment accepted by the Consultant include Visa, MasterCard, American Express, Discover, E-mail Money Transfer (eTransfer), trust and certified cheques, and cash. No personal cheques are accepted. Please note that payments by credit card will incur an additional 3.25% convenience fee.

5. GENERAL MATTERS

- A. In any event, the Consultant will use professional discretion, ensure fairness, and exercise their best judgment while conducting activities under the Agreement. The Client(s) agree that given the nature of the scope of work, no assurance can be given as to the outcome of any services.
- B. As each matter carries its' own novelties and complexities, levels of magnitude or the degrees of skill required, cooperation of the parties, timeliness of responses and submissions of statements, documents and supporting materials, and myriad other factors, firm completion dates are never provided. While rough timelines and progress updates will be provided, these should be considered fluid due to the number of potential scenarios that could arise.

6. TERMINATION, ASSIGNMENT & AMENDMENTS

- A. The Client(s) and the Consultant reserve the right to terminate the Agreement at any time, without cause, by providing the other party two (2) week's written notice thereof.
- B. The Client(s) and the Consultant reserve the right to terminate the Agreement at any time, with cause, with no advance notice provided.
- C. For the purposes of the Agreement, "cause" shall be defined as: any single material breach of any of the terms of the Agreement, misrepresentation of or misrepresenting the Client(s) or the Consultant or providing false information to any party including counsel and the Court(s), representing the Client(s) or the Consultant or providing information without express permission, harassment, or otherwise untoward or threatening behaviour.
- D. Should the Consultant terminate the Agreement without cause, they agree to return any retainer/deposit paid by the Client(s) in full, less any accrued balance to-date.
- E. Should the Consultant terminate the Agreement with cause, the Client(s) agree to forfeit the retainer/deposit paid to the Consultant.
- F. Should the Client(s) terminate the Agreement without cause, they agree to forfeit the retainer/deposit paid to the Consultant.
- G. Should the Client(s) terminate the Agreement with cause, the Consultant agrees to return the retainer/deposit paid by the Client(s) in full, less any accrued balance to-date.
- H. Termination of the Agreement does not release the parties of their obligations contained in the Non-Disclosure Agreement, which shall serve as an addendum to the Agreement.
- I. The termination or expiration of the Agreement shall not release the parties from their obligations under the Agreement afforded by common law or as otherwise contemplated in the Agreement, including those that exist in perpetuity, specifically related to confidentiality, disclosure and obligations such as payment.
- J. Upon termination or expiration of the Agreement, neither the Consultant nor the Client(s) shall be liable to the other, except for liability that arose before the termination or expiration of the Agreement, or arising after the termination or expiration of the Agreement as may be contemplated in the Agreement.
- K. The Agreement may not be assigned or otherwise transferred by either party in whole or in part without the prior written consent of the other party to the Agreement.
- L. The Agreement may only be amended or modified by a written instrument executed by both Consultant and the Client(s).

7. ENTIRE AGREEMENT

- A. This Agreement supersedes any and all agreements between the parties, whether oral or written, in relation to the matters referred to herein, with the exception of any addenda jointly signed by the parties including the Non-Disclosure Agreement.
- B. This Agreement constitutes the entire agreement of the parties in respect of the subject matter and its terms and conditions, with the exception of any addenda jointly signed by the parties including the Non-Disclosure Agreement, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall have any force or effect other than as expressly provided in the Agreement, or subsequent to the date hereof in writing signed by the party or parties to be bound thereby.

THE AGREEMENT shall commence on the ____ day of _____, 20 ____, and shall serve as a binding contract. The Consultant agrees to provide a copy of the Agreement, fully executed and countersigned, to the Client(s). The Consultant shall retain the original copy of the Agreement.

By way of their respective signatures below, the Consultant and the Client(s) acknowledge their complete understanding of, and agreement to, the aforementioned terms of the Agreement, and acknowledge the forthcoming receipt of a complete and countersigned copy for their records.

LEANNE TOEWS, MA, RCC, Q.Arb (on behalf of 1220670 BC LTD.)
the "Consultant"

Leanne Toews

Date: ____ / ____ / ____
MM DD YYYY

the "Client(s)"