
APPENDIX 'A'

External Legal Counsel Agreement

THIS AGREEMENT is dated for reference *****, 202*

BETWEEN

BC FAMILY MAINTENANCE AGENCY LTD., a company incorporated under the laws of British Columbia and having a registered office at 11th Floor, 1001 Douglas Street, Victoria, B.C. V8W 9J4

("BCFMA")

AND

NAME, Address

("Counsel")

WHEREAS:

- A. Pursuant to the services agreement effective November 1, 2019, between Her Majesty the Queen in right of the Province of British Columbia, represented by the Attorney General (the "Province") and BCFMA, BCFMA has agreed to provide certain services under the *Family Maintenance Enforcement Act* on behalf of the Province (the "Service Agreement").
- B. BCFMA wishes to engage the services of Counsel, on a contract basis, to assist BCFMA in performing certain of its obligations under the Service Agreement; and
- C. Counsel has agreed to provide the services to BCFMA on the terms and conditions set out in this Agreement.

Now therefore the parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.01 In this Agreement,

"Authorized Lawyers" means the lawyer or lawyers identified in Schedule A;

"Fees and Disbursements" means the fees and disbursements set out in Schedule A;

"Government Record" includes all research, opinions, memoranda of law, arguments, contracts, instruments, forms, factums, affidavits, pleadings and all other records (as

defined in the *Interpretation Act*), whether in draft or final form and whether in physical or electronic format, provided to you or produced by you under this Agreement;

“Sensitive Records” means Government Records that are:

- (a) designated in writing by us as “Sensitive Records” for purposes of this Agreement, or
- (b) records you may produce containing information from records described in paragraph (a);

“Services” means the services set out in Schedule B;

“Term” means the period of time commencing on ***** and ending upon the earliest of the following:

- (a) the date on which all of the Services are complete,
- (b) if a date on which the term of this Agreement is to end is set in Schedule B, that date, and
- (c) a date of termination resulting from a notice under section 8.01;

“we”, “us” or “our” refers to BCFMA alone and never refers to the combination of BCFMA and Counsel; that combination is referred to as “the parties”; and “you” or “your” and, in Schedule C, the “Contractor”, refers to Counsel.

ARTICLE 2 – APPOINTMENT, FEES AND BILLING

- 2.01 On the terms and conditions set out in this Agreement, we appoint and retain you to provide the services during the Term through the Authorized Lawyers regardless of the date of execution or delivery of this Agreement.
- 2.02 We must pay you the Fees and Disbursements for the Services provided by you in accordance with this Agreement, plus any applicable taxes thereon; however, we are not obliged to pay you more than the “Maximum Amount” specified in Schedule A on account of the Fees and Disbursements.
- 2.03 In order to obtain payment of the Fees and Disbursements under this Agreement, you must submit to us a written statement of account as described in Schedule A.
- 2.04 Unless otherwise specified in this Agreement, all references to money in this Agreement are to Canadian dollars.
- 2.05 Without limiting section 11.01, you must not in relation to performing your obligations under this Agreement commit or purport to commit us to pay any money except as may be expressly provided for in this Agreement or otherwise approved in writing by us.
- 2.06 You must:
 - (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on you as a result of

this Agreement that we have paid or reimbursed to you or agreed to pay or reimburse to you under this Agreement; and

- (b) immediately upon receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to us.

ARTICLE 3 – OBLIGATIONS OF COUNSEL AND ACKNOWLEDGEMENTS OF BCFMA

3.01 Subject to section 3.04, you must:

- (a) comply with applicable provisions of the *Legal Profession Act*, the Law Society Rules and the Code of Professional Conduct for British Columbia and similar authorities, and ensure that the Authorized Lawyers do so; (b) at no cost to us, ensure that
 - (i) all certificates and permits necessary to qualify the Authorized Lawyers to practice law in the Province of British Columbia, and
 - (ii) professional liability insurance as required by the Law Society Rules are maintained and paid for;
- (b) maintain time records and books of account, invoices, receipts and vouchers of all disbursements made by you in providing the Services, in a form satisfactory to us;
- (c) deliver to us, by way of a cheque, all court or arbitrator ordered costs, collections, fines, penalties or other monies received by you for us or otherwise under this Agreement; and
- (d) not retain expert witnesses unless you obtain our prior written consent.

3.02 We acknowledge your advice to us that, as of the date of execution and delivery of this Agreement, no Authorized Lawyer is:

- (a) an "insolvent lawyer" or a "disbarred lawyer" as defined in the Law Society Rules;
- (b) subject to any disciplinary action by the Law Society of British Columbia under Part 4 of the Law Society Rules;
- (c) prohibited, or likely to be prohibited, by the Code of Professional Conduct for British Columbia or other applicable authority from providing the Services due to a conflict of interest or other reason; or
- (d) exempt from the requirement to maintain professional liability insurance under the Law Society Rules.

3.03 You must immediately advise us if an Authorized Lawyer becomes:

- (a) an "insolvent lawyer" or a "disbarred lawyer" as defined in the Law Society Rules;
or

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- (b) subject to any disciplinary action by the Law Society of British Columbia under Part 4 of the Law Society Rules;
 - (c) prohibited by the Code of Professional Conduct for British Columbia or other authority from providing the Services due to a conflict of interest or other reason; or
 - (d) exempt from the requirement to maintain professional liability insurance under the Law Society Rules.
- 3.04 If, in providing the Services, you or any of the Authorized Lawyers are subject to the laws or professional standards of a jurisdiction outside British Columbia instead of, or in addition to, those described in sections 3.01 to 3.03, you must comply, and ensure the Authorized Lawyers comply, with the laws and professional standards of that jurisdiction and, in such a circumstance, references in sections 3.01 to 3.03 to British Columbia laws and standards (or concepts in them) are to be read as including the laws and standards of any other applicable jurisdiction (and the concepts in them) with the same or a similar subject matter as those referred to in sections 3.01 to 3.03.
- 3.05 Without limiting any other provision of this Agreement, you acknowledge and agree that you will be responsible for any act or omission of a paralegal or other of your employees that results in any failure by you, the Authorized Lawyers or those employees to comply with applicable laws or professional standards in connection with the provision of the Services.
- 3.06 You must indemnify and save harmless BCFMA and the Province, and any servant, employee or agent of BCFMA or the Province, from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that BCFMA, the Province or any of BCFMA's or Province's servants, employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly cause or contributed to by:
- (a) any act or omission by Counsel or by any of Counsel's agents, employees, officers, directors or subcontractors in connection with the Agreement; or
 - (b) any representation or warranty of Counsel being or becoming untrue or incorrect.

ARTICLE 4 - INSTRUCTIONS AND REPORTING

- 4.01 In providing the Services you will take instructions from us and, in carrying out those instructions, you will comply with the provisions of Schedule B.
- 4.02 Throughout the Term, you must work collaboratively with us to ensure that:
- (a) the broader interests of BCFMA are taken into account in the provision of the Services;
 - (b) legal or policy issues that are applicable to, or that may impact on, BCFMA are considered;

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- (c) we remain up to date on all material issues arising in respect of or otherwise relating to the matter for which the Services are being provided, including as to any advice or opinions requested or provided or documents prepared or requested to be prepared; and
 - (d) if requested by us, knowledge is acquired by or transferred to us to facilitate the development of greater in-house subject area expertise within BCFMA.

4.03 You must:

- (a) upon our request or as otherwise directed in accordance with Schedule 8, fully inform us of all work done and to be done by you in providing the Services and attend all meetings requested by us;
- (b) upon our request or at other times as may be required by or under this Agreement, provide us with draft and final copies of the following documents,
 - (i) any document served or filed, or to be served or filed, by you on our behalf in connection with the Services, including pleadings, arguments, factums, affidavits, bills of costs, orders and court forms,
 - (ii) any advice or opinion provided, or to be provided, by you to us in written or electronic form in connection with the Services, and
 - (iii) any other record (as defined in the *Interpretation Act*), including research materials, correspondence, agreements, releases, instruments, forms and notes to file, provided to you or produced by you in connection with the Services;
- (c) upon our request, provide us with an estimate of fees, disbursements, costs, settlement amounts, damages or related matters, determined, to the extent applicable, in accordance with Schedule A;
- (d) if at any time you determine that an estimate provided under paragraph (c) is no longer reliable, you will immediately advise us of that determination and, if requested by us to do so, will provide us with a revised estimate; and
- (e) refer all requests by the media for information concerning the Services to us.

- 4.04 If you become aware that you have failed to comply with this Agreement or that such a failure is likely to occur, you must promptly notify us of the particulars of the failure or anticipated failure. A notice under this section must also specify the steps you have taken and propose to take, in the case of an actual failure, to address or prevent recurrence of the failure and, in the case of an anticipated failure, to prevent the occurrence of the anticipated failure.

ARTICLE 5 – RECORDS

5.01 You must:

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- (a) treat as confidential all Government Records in your possession or control in accordance with sections 6.01 and 6.02;
 - (b) not alter, destroy or otherwise dispose of any Government Record without our prior written consent;
 - (c) not print or make more paper copies of Government Records than reasonably required to provide the Services;
 - (d) permit us at all reasonable times to inspect and copy any Government Records in your possession or control;
 - (e) not use the Government Records for any purpose except as set out in this Agreement; and
 - (f) without limiting the foregoing paragraphs, take all reasonable steps to ensure the confidentiality, integrity and safekeeping of Government Records in your possession or control and if any of those records are Sensitive Records, comply with such additional or alternate storage, security, communication and disclosure procedures in relation to those records as we may direct in writing.
- 5.02 You acknowledge that, pursuant to the Service Agreement, all Government Records are the exclusive property of the Province, and you must deliver those of them in your possession or control, in such manner and format as we may specify, upon completion of the Services or, on our request, at earlier times. However, you may retain copies of any such Government Records that you may be required to keep for regulatory or tax purposes provided that you continue to comply with this Article in relation to those copies and dispose of or destroy them in a permanent and secure manner as soon as you are no longer required to keep them.
- 5.03 You acknowledge that the *Freedom of Information and Protection of Privacy Act* and the *Information Management Act* apply to the Government Records in your possession or control.
- 5.04 If and to the extent that you collect or create “personal information” as defined in the *Freedom of Information and Protection of Privacy Act* in connection with your provision of the Services, you will comply with the provisions of Schedule C.

ARTICLE 6 – CONFIDENTIALITY

- 6.01 You must not disclose, or permit the disclosure of, any confidential information in your possession or control as a result of this Agreement, including Government Records, without our prior written consent unless such disclosure:
- (a) is necessary in order for you to provide the Services (which includes disclosure to any approved subcontractors provided that such disclosure is made on a need to know basis only and that, without limiting your obligations under section 7.02, you have first taken reasonable steps to ensure that any such disclosed information remains confidential);

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- (b) is required d by law or applicable professional standards (subject to any claims of confidentiality or privilege we may lawfully instruct you to make); or
 - (c) is to your professional advisors or insurers and the information is not from Sensitive Records, provided that such disclosure is made on a need to know basis only and that you have first taken reasonable steps to ensure that any such disclosed information remains confidential.
- 6.02 If any information described in section 6.01 becomes subject to disclosure as a result of a summons, subpoena or other requirement of law or professional standards or you make a disclosure described in paragraph (c), you will immediately notify us, such notification to be prior to the disclosure unless impractical to do so.
- 6.03 Without limiting any applicable confidentiality obligation imposed by professional standards, you must not, without our prior written consent, refer for promotional purposes to this Agreement or that, on the basis of this Agreement, you or any Authorized Lawyer is acting or has acted as our Counsel.
- 6.04 Any public announcements relating to the Services will be at our sole discretion and arranged by us and, if such consultation is reasonably practicable, after consultation with you.

ARTICLE 7 - ASSIGNMENT AND SUBCONTRACTING

- 7.01 You must not assign any of your rights or obligations under this Agreement without our prior written consent.
- 7.02 You must not subcontract any of your obligations under this Agreement without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain (and any person retained by a subcontractor) fully complies with this Agreement in performing the subcontracted obligations.
- 7.03 You must not do anything likely to result in your personnel or those of a subcontractor being considered our employees for any purpose.

ARTICLE 8 - TERMINATION

- 8.01 We may terminate this Agreement for any reason on giving written notice of termination to you, which notice may provide that the termination is of immediate effect or may set out another date of termination.
- 8.02 If we terminate this Agreement under section 8.01, we must pay you Fees and Disbursements as follows:
- (a) fees equal to the portion of the Services that
 - (i) were completed to our satisfaction before termination of this Agreement, and

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- (ii) may be required to be performed by you after such termination to comply with any applicable laws or professional standards; and
 - (b) necessary disbursements incurred to the date of termination and such payment discharges us from all liability to you under this Agreement.

8.03 If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

ARTICLE 9 – NOTICE

9.01 All notices contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- (a) by hand to the addressee's physical address in the contact particulars set out in section 9.02, in which case it will be deemed to be received on the day of its delivery;
- (b) by prepaid post to the addressee's physical address in the contact particulars set out in section 9.02, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the seventh day after its mailing; or
- (c) by fax or email to the addressee's fax number or email address, as applicable, in the contact particulars set out in section 9.02, in which case it will be deemed to be received on the day the intended recipient provides acknowledgement to the sender that the fax or email, as applicable, has been received.

9.02 The contact particulars of each party are as follows:

Our contact particulars:

BC Family Maintenance Agency Ltd.
PO Box 9226 Stn Prov Govt
Victoria, B.C. V8W 9J1
Attention: Director of Legal Services
Fax: 250-220-4069
Email: Angela.Accettura@bcfma.ca

Your contact particulars:

Address*****
Email *****

9.03 Either party may from time to time give notice to the other party of updated contact particulars which, from the date such notice is given, will, for purposes of section 9.01, supersede the contact particulars set out in section 9.02 of the party giving the notice.

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- 9.04 The delivery of all money payable to us under this Agreement will be effected by hand or courier to the address specified above (or electronically if the parties so agree), such deliveries to be effective only on actual receipt.

ARTICLE 10 – INTERPRETATION

- 10.01 In this Agreement,
- (a) "includes" and "including" are not intended to be limiting;
 - (b) "person" includes an individual, a corporation, partnership, firm or legal entity of any nature;
 - (c) unless the context otherwise requires, references to sections or paragraphs by number are to sections or paragraphs by that number in this Agreement; and
 - (d) wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 10.02 The captions and headings contained in this Agreement are for convenience of reference only and are not intended to describe, enlarge or restrict the scope of this Agreement or any provision of it.
- 10.03 This Agreement will be interpreted according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.
- 10.04 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference includes a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 10.05 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, is separate and severable, and the remainder of this Agreement is not affected and is enforceable to the fullest extent permitted by law.
- 10.06 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 10.07 This Agreement (including any modifications of it) constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as set out or provided for in this Agreement and this Agreement may not be modified except by subsequent agreement in writing signed by or on behalf of the parties.
- 10.08 Each party will, upon the reasonable request of the other, do or cause to be done all lawful acts and execute and deliver the writings or other documents as may be necessary to give full effect to this Agreement.

10.09 Sections 2.01 to 2.06, 3.01, 3.04, 3.06, 4.03 (a), (b) and (g), 5.01 to 5.04, 6.01 to 6.04, 8.02, 8.03, 9.01 to 9.04, 10.08, 10.09 and 11.01, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

ARTICLE 11 – MISCELLANEOUS

- 11.01 You are an independent contractor and not our employee or partner. You are only our agent if and to the extent necessary to perform the Services or as expressly authorized by us in writing. You must not act or purport to act contrary to this section.
- 11.02 No provision of this Agreement will be considered to have been waived by us unless the waiver is in writing and our waiver of your breach of a provision of this Agreement will not be construed as, or constitute a waiver of, any further or other breach of the same or any other provision of this Agreement and our consent to, or approval of, any act by you requiring our consent or approval will not waive or render unnecessary our consent to, or approval of, any subsequent same or similar act by you.
- 11.03 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

ARTICLE 12 - EXECUTION AND DELIVERY OF AGREEMENT

- 12.01 This Agreement may be entered into by each party signing a separate copy of it and delivering that signed copy to the other party using any of the delivery methods contemplated by section 9.01.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED AND DELIVERED on behalf of
BC FAMILY MAINTENANCE AGENCY
LTD. by its authorized representative

Authorized representative of BCFMA

SIGNED AND DELIVERED by or on behalf
of ***** (or by its
authorized signatory or signatories if
Counsel is a corporation)

SCHEDULE A

FEES AND BILLING

DEFINITIONS

1. In this Agreement,

“Authorized Lawyers” means the lawyer or lawyers named in section 2 of this Schedule or named in the notice referred to in section 3 of this Schedule;

“Billing Month” means a month of the Term during which the Services are provided; and

“Maximum Amount” means \$25,000 or such increased amount that may be set by us in a written notice to you.

FEES AND DISBURSEMENTS

2. The lawyer(s) retained to provide the Services is as follows: ****First and Last Name**
3. We may, in a written notice to you, authorize one or more lawyers to provide the Services in addition to or in substitution for those named in section 2 of this Schedule and this Agreement will be deemed to be amended accordingly as the date set out in that notice.
4. Unless otherwise specified, fees are payable on a flat rate, per-deliverable basis for specific Services as set out in the following table, provided that where more than one of the following applications is heard at the same time, Counsel may charge for only one application:

Category	Description	Amount (\$)
Provincial Court	Applications to compel production of Statement of Finances	200.00
	Applications where no evidence called and order obtained	200.00
	Default hearing*	320.00
	Defence of an application to vary*	320.00
	Disputed Notice of Attachment or Garnishing Order (including applications to vary exemptions)	320.00
	Application to compel production of information from third parties	320.00

Category	Description	Amount (\$)
	Application to determine liability of Attachees under a Notice of Attachment	320.00
	Application for an Order restraining harassment (s. 46 FMEA)	320.00
	Application for the arrest of an absconding Debtor (s. 31 FMEA)	320.00
	Application against disclosing discharge of registration against land (s. 26 FMEA)	320.00
	Committal Hearing	320.00
	Defence of application for stay of enforcement or to set aside Notice of Attachment (s.16 FMEA)	320.00
	Application for Warrant of Arrest	200.00
Notwithstanding the Provincial Court provisions above, where Counsel is appearing on a single matter for a half day or more, minimum daily professional fees will be paid to Counsel in the sum of \$450.00,(instead of the fixed fee above) where Counsel is required to appear in Provincial Court on behalf of BCFMA, in a court outside of Counsel's home city.		
Supreme Court	1. Defence of Application to Vary where Affidavit material is prepared and provided by BCFMA 2. Contempt Applications where Affidavit material is prepared and provided by BCFMA 3. Defence of Stay of Enforcement Application where Affidavit material is prepared and provided by BCFMA For any of the above Supreme Court applications where Counsel prepares Affidavit material at the	Per attendance: Half Day minimum \$600.00 Day Rate \$1,000.00

Category	Description	Amount (\$)
	request of BCFMA an additional \$200.00 will be added to the half day minimum fee.	
Adjournments – Provincial Court and Supreme Court	Adjournment where the Adjournment is not at the request of Counsel	150.00
Preparation Time	One-time amount per case file for time spent by Counsel familiarizing themselves with the file background and supporting documents	175.00
Travel Fee	Time spent travelling to Court outside their home city registry for any one-way travel of 150 kilometers or more but to a maximum of three (3) hours travel each way. Where multiple files are being heard at the same court location on the same day, Counsel may only charge this travel fee on one file.	30.00/hour

* Where either a Default Hearing or a Defence of an Application to Vary has been conducted and the Court sets the matter over to a later date for review, the fee for a Default Hearing or the fee for a Defence of an Application to Vary, as the case may be, may be charged for the initial hearing. The fee may be charged again upon the review date if Counsel obtains prior approval and instructions from BCFMA to appear on the review date.

5. In exceptional circumstances, BCFMA may approve additional fees for any given case. However, such additional fees must be approved in writing by BCFMA in advance of the services being performed.
6. We are not required to pay the fees of a lawyer who is providing the Services but is not an Authorized Lawyer.

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7. Subject to section 8 of this Schedule, we must pay you for the following disbursements to the extent they are reasonable, were necessarily incurred by you in providing the Services and have been claimed in a statement of account under section 16 of this Schedule:
- (a) costs of long-distance telephone charges or faxes for any calls or faxes separately charged for by a telephone service provider;
 - (b) facsimile or email transmissions and receipts:
 - Receipt: \$1.00 per page;
 - Fax Transmission: \$2.00 for the first page and \$1.00 for each subsequent page;
 - Email receipt or transmissions: \$0.50 per page
 - (c) courier services, provided such services are used in emergency circumstances;
 - (d) \$0.71 per kilometer for the use of a privately owned motor vehicle of an Authorized Lawyer for the first 5,000 kilometers and \$0.69 per kilometer thereafter, per calendar year. Only when the destination is outside the city or community where Counsel's principal office is located at the effective date of this Agreement;
 - (e) making paper copies of documents to a maximum cost of \$0.25 per page, to a maximum of \$100.00 unless prior approval to exceed such maximum has been obtained from us; and
 - (f) any other disbursements or other charges for which our prior written approval has been obtained.
8. We are not required to pay you for the following:
- (i) fees and disbursements for work performed by IT support personnel, researchers, librarians, secretaries, administrative assistants, legal assistants, computer operators, bookkeepers, corporate and other records clerks and word processing operators, other than any disbursements specifically set out in section 7 of this Schedule;
 - (ii) fees and disbursements for typing, copying, scanning, clerical or secretarial work performed by a paralegal, other than any disbursements specifically set out in section 7 of this Schedule;
 - (iii) disbursements for which no receipt is provided to us, except as permitted by this Agreement;
 - (iv) taxes paid by you on any disbursement to the extent you are entitled to claim credits, rebates, refunds or remissions of such taxes from the relevant taxation authorities;
 - (v) statutory or court fees that the Government of British Columbia or BCFMA is exempt from paying;

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- (vi) charges for opening, closing, maintaining or storing a file;
 - (vii) food or beverages; and
 - (viii) miscellaneous travel expenses including gratuities, portage, parking tickets, dry cleaning and personal telephone calls.

9. Records of calls made which are claimed under section 7(a) of this Schedule must be kept and, at our request, made available for inspection.

BILLING

10. No later than the 10th day following the end of a Billing Month or at other times we may require or permit, you must deliver to us a written statement of account for that Billing Month in a form satisfactory to us that sets out:

- (a) your legal name and address;
- (b) the date of the statement, and the Billing Month to which the statement pertains;
- (c) a statement number for identification;
- (d) the amount claimed for fees in relation to the Billing Month;
- (e) the amount claimed for disbursements made by you during the Billing Month including a chronological listing, in reasonable detail, of each such disbursement which, if the disbursement was for an amount exceeding \$30.00 and was not for motor vehicle mileage charges, must be supported by a receipt (or copy of a receipt) for payment of that disbursement and, if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those disbursements, a description of any credits, rebates, refunds or remissions you may be entitled to from the relevant taxation authorities in relation to those taxes.
- (f) the applicable taxes payable by us on the fees and disbursements claimed for the Billing Month;
- (g) the file name, file number and retainer number appearing on the first page of this Agreement.
- (h) whether the account is interim or final; and
- (i) any other billing information reasonably requested by us.

11. All of your statements of account must contain the following provision and be signed by an Authorized Lawyer on behalf of Counsel:

“The services described in this account have been rendered and this account accurately describes the nature of the services provided, the time occupied in providing the services, the fees payable for the services, the disbursements made in providing the services and the money received by us in the matter.”

12. Within 60 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay the fees and expenses (plus all applicable taxes)

claimed in the statement if they are in accordance with this Schedule and pertain to Services delivered to our satisfaction.

SCHEDULE B
SERVICES

1. The term of this Agreement ends on **, 202*.
2. Counsel must provide the services in and around the following locations:
 - Name of City/Town
3. Counsel must provide the following legal services through the Authorized Lawyers, subject to and in accordance with this Agreement including the instructions provided to Counsel under it:
 - (a) With respect to the *Family Maintenance Enforcement Act* (FMEA), represent BCFMA and the Director of Maintenance in the enforcement of maintenance orders filed with the Director of Maintenance Enforcement pursuant to the FMEA in the following situations:
 - (i) Court Enforcement Against Corporations (s.14.2 FMEA);
 - (ii) Notice of Attachment Court Proceedings (s.16 FMEA);
 - (iii) Garnishment Proceedings (s.18 FMEA);
 - (iv) Default Hearings (s. 21 FMEA);
 - (v) Court Applications to Discharge Land (s. 26 FMEA);
 - (vi) Defence of Variation Applications when approved by the Director (s. 35 FMEA);
 - (vii) Applications to compel production of a Statement of Finance by a Debtor (s. 14 FMEA);
 - (viii) Application to compel information from third parties (s. 39 FMEA);
 - (ix) Application for an Order restraining harassment (s. 46 FMEA);
 - (x) Application for arrest of absconding debtor (s. 31 FMEA);
 - (xi) Committal Hearings (s. 23 FMEA);
 - (xii) Such other services in the Provincial Court of British Columbia as may be requested by BCFMA from time to time; and
 - (xiii) Such other services in the Supreme Court or Court of Appeal as may be requested by BCFMA from time to time; and
 - (b) Following the conclusion of the proceedings described above from which an appeal lies, forthwith deliver to BCFMA an oral and a written recommendation in cases in which Counsel considers that an appeal or judicial review of the court's decision is, or may be, desirable.
4. Despite sections 3(a) and (b) of this Schedule, BCFMA may, at any time during the Term, instruct Counsel in writing to change the scope and manner of the delivery of those Services by reason of legislative changes and circumstances.
5. If the Services to be provided under section 3(a) of this Schedule are modified pursuant to section 5 of this Schedule, then following such modification:

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- (a) Counsel may, at its option, give at least 60 days' prior written notice to BCFMA that Counsel will no longer provide one or more of those Services; and
 - (b) BCFMA may, at its option, give at least 60 days' prior written notice to BCFMA that it no longer requires Counsel to provide one or more of those Services, and on the effective date of such notice this Schedule will be deemed amended by deleting one or more of the Services from section 3(a) as provided for in the applicable notice.

SCHEDULE C

PRIVACY PROTECTION SCHEDULE

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*;
 - (c) "BCFMA" means BC Family Maintenance Agency Ltd., as defined on page 1 of this Agreement;
 - (d) "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;
 - (e) "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 BCFMA 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 BCFMA 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 BCFMA 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 BCFMA 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 BCFMA 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 BCFMA 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 BCFMA 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 BCFMA, the Contractor must promptly advise the person to make the request to BCFMA unless the Agreement expressly requires the Contractor to provide such access and, if BCFMA has advised the Contractor of the name or title and contact information of an official of BCFMA 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 five (5) business days of receiving a written direction from BCFMA 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, BCFMA must advise the Contractor of the date the correction request to which the direction relates was received by BCFMA 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 BCFMA, 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 BCFMA, the Contractor must promptly advise the person to make the request to BCFMA and, if BCFMA has advised the Contractor of the name or title and contact information of an official of BCFMA 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 BCFMA 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 BCFMA in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless BCFMA 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 BCFMA otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than BCFMA 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 BCFMA otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

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

the Contractor must immediately notify BCFMA and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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