

MINISTRY OF ATTORNEY GENERAL BILLING AND REPORTING GUIDE

INTRODUCTION AND BACKGROUND

Under the Attorney General Act, the Attorney General is responsible for all legal proceedings to which Her Majesty the Queen in Right of the Province of British Columbia is a party. The Attorney General advises the Crown upon all matters of law referred to the Attorney General by the Crown. The Attorney General is vested with the responsibility of advising the several ministries of Government upon all matters of law connected with such ministries. Legal opinions are, therefore, regarded as opinions to Her Majesty the Queen and should be directed to her legal representative the Attorney General or the Attorney General's staff. Instructions for legal advice in connection with such ministries should come only from the Attorney General or the Attorney General's staff.

GENERAL INSTRUCTIONS

1. Oral instructions may be received from this Ministry from time to time and will be confirmed thereafter in writing.
2. Please confirm your acceptance of the appointment by letter to this Ministry.
3. Forward all letters, reports, telegrams, etc. to this Ministry marked to the attention of the lawyer in the Ministry supervising the file as indicated in the letter of appointment.
4. Lawyers are expected to keep the matter's total cost to the client in mind at all times, having regard to the amount involved, and the importance of the legal issues to the Crown.
5. The lawyer mentioned in the letter of instructions must carry out the instructions personally. The use and payment of other lawyers, legal assistants or consultants requires the prior written consent of the Ministry. The Ministry does not pay for secretarial services or word processing.
6. Quote the file name and number referred to in the letter of appointment on all correspondence.

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7. Do not report on more than one file in each correspondence with the Ministry. This will facilitate our filing and expedite replies.
- 7(a). Provide to the supervising lawyer any written product that results from legal research and analysis but not necessarily pleadings.
8. **Prohibited Charges**
 - (a) charging at a higher rate than that to which the person performing the services is entitled;
 - (b) charges either by way of hourly fees or by way of disbursement for services performed by researchers, librarians, secretaries, administrative assistants, computer operators, bookkeepers, corporate and other records clerks or word processing operators;
 - (c) charges for opening and closing of a file;
 - (d) charges for business lunches and meetings.
9. Articled students are authorized to charge \$40 per hour, but they must be individually identified by name and billable hours shown.
10. Pre-approved hourly charges for legal assistants are only permitted for the time expended performing legal assistant work. Without limiting the generality of the foregoing, legal assistants are not permitted to charge for typing, clerical or secretarial work.

INSTRUCTIONS FOR PRESENTATION OF LAWYERS' ACCOUNTS TO GOVERNMENT

11. Submit detailed itemized accounts, quoting the file name and number, monthly or on completion of a significant stage of the matter, whichever occurs first, and indicating whether the account is an "interim" or "final" one. Refer in detail to each item of professional service performed on each day in hours and tenths of hours. Indicate on each statement of account as well the agreed hourly rate. Separately indicate the time of other lawyers, law students, legal assistants or consultants where approved.
12. Unless otherwise instructed in writing, accounts are to be rendered monthly, including all time expended and disbursements made in the previous month.
13. Travel time may be billed as a fee item at fifty percent (50%) of the agreed hourly rate but is to be separated from work time billed.

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14. Provide brief progress reports with each account rendered and indicate any changes in estimates previously made with respect to costs, settlement, damages and other matters.

DISBURSEMENTS

15. Bill the costs of expert witnesses, court reporters' fees and transcripts, etc. as disbursements. Prior Ministry approval for retaining expert witnesses must be obtained, except in family law cases as indicated in paragraph 16 (see paragraph 27 for requirement of receipts.)
16. Special instructions apply respecting expert witnesses in family law cases. Expert witnesses may be retained by counsel in cases where counsel so recommends, without prior Ministry approval, to a maximum of \$700 (including disbursements). Counsel will advise the Ministry of each such case. Retainers in excess of this amount must receive prior approval.

When retaining an expert witness in any family law case, the following rates will apply:

- (a) Psychologists - **\$156.12** per hour for court and preparation time and **\$96.13** per hour for travel time.
 - (b) Medical doctors - **\$192.00** per hour for court and preparation time and **\$109.00** per hour for travel time.
 - (c) Psychiatrists, pathologists and other medical specialists - **\$225.00** per hour for court and preparation time and **\$127.00** per hour for travel time.
17. As a general rule, the Ministry will not accept responsibility for payment of a witness where she or he is court appointed, unless there is prior Ministry approval. In Provincial Court, approval can only be obtained in unusual cases on request of the Chief Judge. Where appropriate, Counsel should advise the Court of the Ministry's policy.
 18. Bill meals incurred when away from your home city at the rate of \$49.00 per day.

Breakfast only	-\$22.00	Breakfast/Lunch	-\$30.00
Lunch only	-\$22.00	Breakfast/Dinner	-\$36.50
Dinner only	-\$28.50	Lunch/Dinner	-\$36.50

Please note that these amounts are also intended to cover miscellaneous out-of-pocket travel expenses such as gratuities, portage, dry cleaning and personal telephone calls. Meals provided during travel status from public funds shall also be deducted from the per diem allowance in accordance with the above table.

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19. The following web link,

<http://csa.pss.gov.bc.ca/businesstravel>

provides you with access to hotels and rates approved by the Provincial Government. Should you choose not to use these hotels then you are subject to the following rates:

	Summer <u>May 1 to September 30</u>	General <u>October 1 to April 30</u>
Vancouver	\$115.00 (plus tax)	\$80.00 (plus tax)
Victoria	\$ 95.00 (plus tax)	\$70.00 (plus tax)
Whistler	\$ 65.00 (plus tax)	\$80.00 (plus tax)
Other	\$ 70.00 (plus tax)	\$65.00 (plus tax)

20. Bill taxi and transportation expense as a disbursement - motor vehicle mileage allowance at **\$0.55** per kilometer (effective April 1, 2019).
21. Bill photocopies as a disbursement at \$0.25 a page.
22. Pay the cost of telegrams, long distance telephone calls and line charges for photofaxing and charge them as a disbursement. No fee will be allowed for fax messages.
23. Party and party costs, collections, fines and penalties received by you shall be remitted in full to the Ministry payable to the Minister of Finance and not credited toward payment of your account.

Applicable Taxes

24. The applicable taxes payable by the Province should be included in your accounts to us. This tax also applies to any travel time billed on your accounts.
25. In all cases, when billing, include the following statement on each account rendered:

"The services indicated above have been rendered and this account truly shows the nature of the service, the time occupied, the fees claimed, disbursements made and all monies received in the matter."

Lawyer's Signature"

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26. Except for fixed term contracts for service containing specified rates of payment, the acceptance of any appointment is upon the following terms as to review of accounts.
- i) your appointment is not a contract for remuneration under Section 87 of the Legal Profession Act;
 - ii) all periodic accounts rendered are provisional and are not to be considered a final bill for the work represented in the account;
 - iii) the Ministry does not, by payment of a periodic account, forego the right to review that account;
 - iv) upon completion of the work covered by your retainer, you may render a bill marked "final bill" and such bill and all periodic accounts previously rendered under the retainer are subject to review under Section 78 of the Legal Profession Act.

RECEIPTS

27. In the event the Federal Government requires original receipts for GST claims, the Province will now accept photocopies of receipts to support your disbursements paid. Receipts are required for all expenses, disbursements, court fees, conduct money, expert witnesses, consultants, court reporters' fees, transcripts, hotel accommodation, transportation costs, etc. except for meal allowance, motor vehicle mileage allowance, and long distance telephone charges. Long distance telephone records must be kept and made available for inspection, if requested.

No receipts are required for disbursements under \$20.00.

28. Items not accounted for as above will not be paid by the Ministry.
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Contract Counsel Legal Services Agreement

THIS AGREEMENT is dated for reference September 12, 2018 and is made under the *Attorney General Act*

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the

Attorney General
Parliament Buildings
Victoria BC V8V 1X4

(the "Province")

AND

LAW FIRM
Address
City, BC Postal Code

(the "Counsel")

The parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement,

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

"Government Record" includes all research, opinions, arguments, factums, affidavits, pleadings and all other documents (as defined in *the Document Disposal Act*) provided to you or produced by you under this Agreement except those documents protected by solicitor/client privilege;

"Services" means the services set out in Section 1 of Schedule A;

"Service Expectations" means those expectations set out in Section 2 of Schedule A (if included);

"Term" means the period of time referred to in paragraph 2.07;

"we", "us" or "our" refers to the Attorney General alone and never refers to the combination of the Attorney General and Counsel: that combination is referred to as **"the parties"**; and

"you" or "your" refers to Counsel.

ARTICLE 2 - APPOINTMENT, FEES, TERM AND BILLING

2.01 On the terms and conditions set out in this Agreement, we retain you to provide the Services during the Term, regardless of the date of execution or delivery of this Agreement.

2.02 If you comply with this Agreement, we must pay you the Fees, however, we are not obliged to pay you more than the "Maximum Amount" specified in Schedule B.

2.03 In order to obtain payment of the Fees under this Agreement, you must submit to us a written statement of account in a form satisfactory to us at times described in Schedule B.

2.04 Our obligation to pay money to you under this Agreement is subject to the *Financial Administration Act*,

which makes that obligation subject to an appropriation being available in the fiscal year of the Province of British Columbia during which payment becomes due.

- 2.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 2.06 We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore only subject to applicable taxes imposed under the *Excise Tax Act* (Canada)
- 2.07 Regardless of the date of execution or delivery of this Agreement and subject to the provisions of paragraphs 8.01 and 8.03 you will provide the Services in accordance with this Agreement during the period commencing on April 1, 2014 and ending on March 31, 2020.

ARTICLE 3 - OBLIGATIONS OF COUNSEL AND ACKNOWLEDGEMENTS OF THE ATTORNEY GENERAL

- 3.01 You must conduct yourself and devote your skills and knowledge at such times as are necessary to ensure that the Services are provided in a professional, prompt and efficient manner and you will at all times, provide the Services in accordance with the Service Expectations set out in Section 2 of Schedule A (if included).
- 3.02 You must
- (a) comply with the provisions of this Agreement, the *Legal Profession Act*, the Law Society Rules and the *Code of Professional Conduct Handbook for BC (BC Code)*;
 - (b) at your own cost maintain and pay for all certifications and licenses necessary to qualify to practice law in the Province of British Columbia;
 - (c) without limiting your obligations or liabilities herein and at your own expense, provide and maintain the following insurances with insurers licensed in British Columbia or Canada and in forms and amounts acceptable to the Province:
 - (i) Professional Liability insurance as required by the Law Society Rules; and
 - (ii) 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. This insurance must
 - include the Province as an additional insured,
 - be endorsed to provide the Province with 30 days advance written notice of cancellation or material change,
 - include a cross liability clause,
 - be primary, and
 - not require the sharing of any loss by any insurer of the Province.
- Prior to the commencement of the Services, and from time to time as requested by the Province, Counsel shall provide to the Province evidence of the Commercial General Liability insurance in the form of a completed Province of British Columbia Certificate of Insurance or certified copies of the Commercial General Liability insurance policies;
- (d) comply with all applicable laws;
 - (e) without limiting the provisions of subparagraph (d) of paragraph 3.02, Counsel will comply with the workers compensation legislation of the Province of British Columbia;
 - (f) maintain time records, statistics and books of account, invoices, receipts and vouchers of all disbursements made by you in providing the Services, in a form satisfactory to us;
 - (g) not commit or purport to commit us to pay money to any person unless you are authorized to do so under this Agreement;
 - (h) deliver to us, by way of a cheque payable to the Minister of Finance, all court ordered costs,

- collections, fines and penalties received by you, for our benefit, under this Agreement; and
 - (i) not retain expert witnesses unless you are authorized to do so under this Agreement or you obtain our prior written consent.
- 3.03 We acknowledge your advice to us that, as of the date of execution and delivery of this Agreement,
- (a) no Counsel providing the Services is
 - (i) an insolvent lawyer (as defined in the Law Society Rules), or
 - (ii) subject to any disciplinary action by the Law Society of British Columbia under Part 4 of the Law Society Rules; and
 - (b) you are not exempt from the requirement to maintain Professional Liability insurance under the Law Society Rules.
- 3.04 You must immediately advise us if
- (a) Counsel providing the Services becomes
 - (i) an insolvent lawyer (as defined in the *Law Society Rules*), or
 - (ii) subject to any disciplinary action by the Law Society of British Columbia under Part 4 of the Law Society Rules; and
 - (b) you become exempt from the requirement to maintain Professional Liability insurance under the Law Society Rules.
- 3.05 You must indemnify and save harmless us and our employees and agents (each an "Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer, or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the services, except liability arising out of any independent negligent act or omission by us.

ARTICLE 4 - INSTRUCTIONS AND REPORTING

- 4.01 We may, from time to time, give such professional or other instructions to you as we consider necessary in connection with the provision of Services and you must comply with them.
- 4.02 You will, upon our request, from time to time, fully inform us of the work done and to be done in connection with the provision of the Services.

ARTICLE 5 - GOVERNMENT RECORDS

- 5.01 You must
- (a) treat as confidential all Government Records and not permit their disclosure without our prior written consent except as required by law;
 - (b) not alter, destroy or otherwise dispose of any Government Record without our prior written consent;
 - (c) permit us at all reasonable times to inspect and copy the Government Records;
 - (d) not use the Government Records for any purpose except as set out in this Agreement; and
 - (e) without limiting the foregoing subsections, take all reasonable steps to ensure the confidentiality, integrity and safekeeping of Government Records, such as maintaining reasonable security policies, practices and oversight to ensure
 - (i) access to computer, filing and other storage systems containing Government Records is limited,
 - (ii) confidential Government Records stored on portable devices and particularly sensitive Government Records on other computer systems are encrypted, and

- (iii) Government Records authorized to be destroyed or otherwise disposed of are destroyed or disposed of in a permanent and secure manner.
- 5.02 You agree that all Government Records are our exclusive property and you must deliver them to us upon completion of the Services or immediately upon our request.
- 5.03 The copyright in the Government Records belongs exclusively to us and upon our request you must deliver to us documents satisfactory to us waiving in our favour all moral rights which you or your employees may have in the Government Records and confirming the vesting of the copyright in us.
- 5.04 You acknowledge that the Document Disposal Act and the Freedom of Information and Protection of Privacy Act apply to the Government Records.
- 5.05 All case files, and manuals and memoranda of any ministry of the public service of the Province related to the provision of the Services that are, from time to time, in your possession or control will, at all times, be the exclusive property of the Province and will forthwith be delivered to us or to such other person and at such place, as we direct.

ARTICLE 6 - CONFIDENTIALITY, ILLNESS, CONFLICTS AND VACATION

- 6.01 You will not disclose, or permit the disclosure of, any confidential information received by you as a result of this Agreement without our prior written consent unless such disclosure is necessary in order for you to provide the Services or is required by law.
- 6.02 You will treat as confidential and will not, without our prior written consent, publish, release or disclose or permit to be published, released or disclosed, either before or after the expiration or earlier termination of this Agreement, any information supplied to, obtained by, or which comes to your knowledge, as a direct or indirect result of this Agreement except insofar as such publication, release or disclosure is necessary for you to fulfill your obligations under this Agreement, or required by law.
- 6.03 You must immediately notify us if you become aware that any loss, theft or unauthorized access, collection, use, disclosure alteration or disposal of any confidential information received by you under this Agreement or Government Records has occurred or is likely to occur.
- 6.04 You will not represent any person involved in a claim, dispute or transaction which will create a conflict of interest under the *Code of Professional Conduct Handbook for BC (BC Code)*, or as indicated in Section 2 of Schedule A (if included).
- 6.05 We acknowledge your advice to us that, as of the date of execution and delivery of this Agreement, your provision of the Services does not create a conflict of interest under the *Code of Professional Conduct Handbook for BC (BC Code)*, or as indicated in Section 2 of Schedule A (if included).
- 6.06 If you cannot perform a part of the Services due to a conflict of interest between your obligations under this Agreement and your obligations to another client, you must
 - (a) forthwith notify us of that fact; and
 - (b) ask for our consent to be relieved from providing that part of the services you cannot perform because of the conflict.
- 6.07 If you cannot perform a part of the Services due to vacation, illness or any other reason (except as provided in paragraph 6.06 you will forthwith notify us and, at your own cost, arrange to have that part of the Services performed in accordance with the provisions by a competent barrister and solicitor approved, in advance, by us.

ARTICLE 7 - ASSIGNMENT AND SUBCONTRACTING

- 7.01 You must not assign any of your rights 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 fully complies with this Agreement in performing the subcontracted obligations.
- 7.03 You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.

ARTICLE 8 - TERMINATION AND EXTENSION

- 8.01 We may terminate this Agreement for any reason immediately on giving 60 days written notice of termination to you.
- 8.02 If we terminate this Agreement under section 8.01, we must pay you that portion of the Fees which equals the portion of the Services that were completed to our satisfaction before termination of this Agreement and that 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.
- 8.04 Upon termination or expiration of this Agreement you will co-operate fully with successor Counsel to ensure the orderly transition of files. If undischarged during the Term, this obligation will continue in force after this Agreement ends.
- 8.05 We may, in our sole discretion, offer to extend the Term of this Agreement for two additional terms of two years each, or one specified term of not more than six months.

ARTICLE 9 - NOTICE

- 9.01 All notices required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

Family Law Contract Administration
Legal Services Branch
Ministry of Attorney General
PO BOX 9280, STN PROV GOVT
Victoria BC V8W 9J7

to you

LAW FIRM
Address
City, BC Postal Code

or at such other address as a party may, from time to time, direct in writing, and all notices will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 9.02 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 9.01.
- 9.03 The delivery of all money payable to us under this Agreement will be effected by hand or courier to the address specified above, such deliveries to be effective only on actual receipt.

ARTICLE 10 – INTERPRETATION

- 10.01 In this Agreement, "person" includes a corporation, firm or association and 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 only and do not define or in any way limit the scope or intent of this Agreement.
- 10.03 This Agreement will be interpreted according to the laws of the Province of 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 will include 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, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be 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 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 in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 10.08 Each party will, upon the reasonable request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 10.09 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.

ARTICLE 11 – MISCELLANEOUS

- 11.01 You are an independent contractor and not our employee, agent or partner.
- 11.02 If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
- 11.03 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 or approval to any act by you requiring our consent or approval will not waive or render unnecessary our consent or approval to any subsequent same or similar act by you.
- 11.04 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.
- 11.05 This Agreement may be entered into by each party signing a separate copy of it (including a photocopy or facsimile copy) and delivering it to the other party by facsimile with an originally executed copy of it to follow by mail.

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

SIGNED AND DELIVERED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA by the Attorney General or the authorized representative of the Attorney General	SIGNED AND DELIVERED by or on behalf of LAW FIRM (or by its authorized signatory or signatories if Counsel is a corporation)
Signature (Attorney General or the authorized representative of the Attorney General): X	Signature (Counsel or Authorized Representative of the Counsel): X
Print Name:	Print Name:
Date:	Date:

Schedule A - Services and Service Expectations

SECTION 1 – SERVICES

Counsel will, in **LOCATION**, British Columbia with respect to the *Child, Family and Community Service Act* (CFCSA):

- (a) provide legal advice to a Director as defined in the CFCSA, representatives of a Director and any employee of the Ministry of Children and Family Development involved in the protection of children under the CFCSA and the administration of the CFCSA, to enable those persons to discharge their respective duties and functions relating to the above CFCSA, on a case by case basis;
- (b) represent a Director of the Ministry of Children and Family Development, as the case may be, in proceedings in the Provincial Court of British Columbia under the CFCSA, including cases where a matter under the *Family Law Act* (FLA) may be heard together with a proceeding under the CFCSA;
- (c) without limiting the generality of the foregoing, and subject to paragraphs (f) and (g), advise and assist those persons referred to in paragraph (a) in respect to matters arising under Part 3, division 2 of the CFCSA and matters under Part 5 of the CFCSA (and the *Freedom of Information and Protection of Privacy Act*, should Part 5 of the CFCSA be amended during the term of this Agreement);
- (d) assist those persons referred to in paragraph (a) with the enforcement of orders made under the CFCSA;
- (e) draft or review agreements negotiated as a result of a family group conference, mediation or other dispute resolution processes;
- (f) attend at mediation and other dispute resolution processes as appropriate and only when so directed by a Director;
- (g) be responsible for disclosure in CFCSA proceedings (aside from organizing a Director's file), including all photocopying and file vetting, and work with a Director or any employee of the Ministry of Children and Family Development on reviewing and improving disclosure procedures and processes, if requested;
- (h) provide a minimum of ten hours of training to regional staff per contract year, including preparation time, at the request of a Director on subject matter recommended by a Director and provide further training as agreed upon between Counsel and a Director;
- (i) advise the Attorney General, as soon as possible, if a matter of statutory interpretation or a constitutional question arises in the course of a proceeding under the CFCSA; and
- (j) as soon as possible, following the conclusion of a proceeding under the CFCSA, deliver to the Attorney General an initial oral, followed by 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.

SECTION 2 - SERVICE EXPECTATIONS FOR COUNSEL

Counsel's role is to assist a Director and his or her delegates in carrying out their CFCSA mandate to protect children, while respecting and preserving family rights and integrity. In retaining Counsel to fulfill that role the Province expects that Counsel will:

- (a) At all times maintain a solicitor/client relationship with a Director and his or her delegates.
- (b) Provide services exclusively to a Director and his or her delegates and refuse to represent any other client in matters arising under the CFCSA.
- (c) Remain current with legal precedents and major case issues and bring important comments from the bench or case decisions to the attention of a Director or person identified by a Director.
- (d) In assigning responsibility for specific matters, consider the importance and complexity of the issues so that Counsel of appropriate seniority and experience will represent a Director and his or her delegates.

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- (e) Where possible, once having assumed responsibility for a matter, to personally complete it so as to facilitate continuity and build trust and confidence between Counsel and social workers.
- (f) If transfer of responsibility to other Counsel is necessary, brief new Counsel and immediately notify the responsible social worker of the change.
- (g) Provide social workers with the names of Counsel available to handle reports to the Court.
- (h) Ensure that reasonable time is provided for preparation for Court, including consultation with social workers sufficiently in advance of hearing dates to allow the social workers time to prepare.
- (i) Assess each matter and provide to the social worker an opinion or recommendation as to the prospects for success and how best to proceed.
- (j) Ensure that social workers are involved in settlement discussions and obtain instructions from them prior to concluding any settlement.
- (k) Following a hearing or where otherwise required, to arrange for the obtaining of a formal Court Order and where possible, to provide a copy to the social worker within 21 days of the date of the making of the Order.
- (l) If an Order is not available within 21 days, provide to the social worker an "outcome" letter setting out the terms on which the Court has disposed of the matter.
- (m) Where necessary, arrange for translation of documents and the attendance of translators.
- (n) Meet at least twice per contract year with a Community Service Manager or his/her delegate to review case loads, delivery of service and changes in policy, procedures and the law.
- (o) Be available at reasonable times to a Director and his or her delegates for training purposes.
- (p) Report major concerns as to the performance of any social worker to that worker's Team Leader.
- (q) Work as a team member with a Director and his or her delegates in the delivery of child protection services.
- (r) Be available to and accessible by social workers wherever reasonably possible and respond to their requests in a timely way.
- (s) Ensure junior lawyers providing the legal services are mentored, trained and supervised by more experienced lawyers to a level that is agreed upon through discussions with a Director.
- (t) Facilitate the goal of a Director and his or her delegates in creating alternatives to "in care" plans for vulnerable children, where safety can be managed, through family and community based plans or out of care options and the expected use of less disruptive measures, mediation and other dispute resolution processes, including traditional Aboriginal practices suggested by local Aboriginal communities, by identifying to social workers, as often as possible, appropriate opportunities to use any of these options.
- (u) Assist a Director and his or her delegates in working towards an overall reduction of the costs of legal services by appropriately utilizing legal assistants and paralegals and by identifying, suggesting and implementing other possible cost cutting measures whenever possible.
- (v) Refrain from using a photocopy service outside of the firm to make photocopies of confidential CFCSA records.
- (w) Deliver services in a culturally appropriate manner in relation to Aboriginal families.
- (x) Routinely take into consideration the Aboriginal and other cultural context of applicable cases, including consulting with social workers employed by a delegated Aboriginal agency when working with Aboriginal families.

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- (y) Resolve any concerns or difficulties with a Director and his or her delegates or a member of the Director's staff through discussion, with the appropriate persons involved followed by the involvement of the Team Leader, Community Services Manager, Executive Director of Service, Deputy Provincial Director or Provincial Director (in that order) when necessary. At any point, however, either party may call Legal Services Branch for assistance in facilitating a resolution.
 - (z) Resolve any concerns or difficulties with a staff member of a delegated Aboriginal agency through discussion with the appropriate persons involved followed by the involvement of the Clinical Supervisor, Executive Director, Deputy Director of Aboriginal Services and Executive Director of Aboriginal Services (in that order) when necessary. At any point, however, either party may call Legal Services Branch for assistance in facilitating a resolution.

Schedule B - Fees and Expenses

SECTION 1 - PROFESSIONAL FEES

- 1.01 (a) Fees for Services with respect to the Child, Family and Community Services Act (CFCSA) as described in Schedule A will be based on a monthly rate of \$Amount (based on the rate of \$135.00/hour for ##.## hrs/month) and will be payable to Counsel for those months of the Term (and in a proportioned amount of the monthly rate for any part month) during which Counsel is engaged in providing those Services.
- (b) Travel time necessarily incurred by Counsel in providing the Services will be paid at an hourly rate of \$50.00
- 1.02 Every twelve months from the commencement of the Term, the Province will review the payment provisions for professional fees, in respect to services under the CFCSA, with regard to case and service level experience and the parties will enter into negotiations with a view to amending the terms of this Agreement accordingly. Any amendments will apply for the following twelve month period only. If the parties are unable to agree on new terms, the Province may give notice of termination as provided in this Agreement.

SECTION 2 – EXPENSES

- 2.01 (a) The following expenses will be paid to Counsel provided the same are supported, where applicable, by proper receipts and have been, in the opinion of the Attorney General, necessarily incurred by Counsel in providing the Services:
- (i) long distance telephone tolls (receipts required for single disbursements in excess of \$20);
 - (ii) courier services in emergency circumstances (receipts required for single disbursements in excess of \$20);
 - (iii) conduct money (receipts required);
 - (iv) court fees (receipts required);
 - (v) reporter fees and transcript costs to a maximum of \$500 unless prior approval to exceed such maximum has been obtained by Counsel from the Attorney General (receipts required);
 - (vi) expert witness fees to a maximum of \$700 unless prior approval to exceed such maximum has been obtained by Counsel from the Attorney General (receipts required);
 - (vii) as a general rule, the Ministry will not accept responsibility for payment of a witness where she or he is court appointed, unless there is prior Ministry approval. In Provincial Court, approval can only be obtained in unusual cases on request of the Chief Judge. Where appropriate, Counsel should advise the Court of the Ministry's policy (receipts required);
 - (viii) mileage at the current group II travel rate when required to travel 32km or more in one direction;
 - (ix) photocopying expenses \$.25 per page; and
 - (x) other disbursements where prior approval for the same has been obtained from the Attorney General.
- (b) Any financial limit established in subsection (a) may be varied by written notice to Counsel from the Province.
- 2.02 In no event will we pay for the following:
- (a) charging at a higher rate than that to which the person performing the services is entitled;
 - (b) charges either by way of hourly fees or by way of disbursement for services performed by researchers, librarians, secretaries, administrative assistants, computer operators, bookkeepers, corporate and other records clerks or word processing operators;
 - (c) charges for opening, closing, maintaining or storage of a file;
 - (d) disbursements for which no receipt is provided to us except as permitted by this Guide;
 - (e) charges for business lunches and meetings;
 - (f) miscellaneous out-of-pocket travel expenses including gratuities, portage, dry cleaning and personal telephone calls.

SECTION 3 - MAXIMUM AMOUNT

- 3.01 Notwithstanding paragraphs 1.01 and 2.01 of this Schedule, the fees (including Travel Time when approved) in the amount of \$Amount (plus applicable taxes), and expenses (including Expert Witnesses and Transcripts) in the amount of \$Amount payable to Counsel pursuant to this Agreement will not exceed, in the aggregate, \$Amount for Child, Family and Community Service Act matters.

SECTION 4 - FEES AND EXPENSES APPROVAL AND BILLING PROCEDURES

- 4.01 (a) In order to obtain payment of any fees and expenses under this Agreement, you must deliver to us no later than the 8th day of each month commencing with the month of May 2019, concurrently with any report requested by the Attorney General, a written statement of account showing separately the fees and expenses claimed for the month preceding the month during which the particular statement is required to be submitted.
- (b) Following receipt by the Province of any written statement of account referred to in subparagraph (a) above, the fees and expenses referred to in paragraph 1.01 and 2.01 of this Schedule, which are shown on such written statement, will be paid to Counsel.
- 4.02 Counsel will comply with the fee approval and billing requirements and procedures as outlined below. These may be updated, from time to time, by Legal Services Branch of the Ministry of Attorney General and notified in writing to Counsel.
- 4.03 Invoices and receipts should be sent electronically to LSBFamilyLawApptsContracts@gov.bc.ca and addressed to:

**Ministry of Attorney General
Legal Services Branch – Family Law
PO Box 9280 Stn Prov Govt
Victoria BC V8W 9J7**

(Note: invoices sent to any other addresses may result in delays in processing for payment)

- 4.04 Receipts are required for all expenses, disbursements, court fees, conduct money, expert witnesses, consultants, court reporters' fees, transcripts, hotel accommodation, transportation costs, etc. except for photocopying/ scanning, meal allowance, motor vehicle mileage allowance, and long distance telephone charges. Long distance telephone records must be kept and made available for inspection, if requested.

No receipts are required for individual disbursements under \$20.00.

In the event the Federal Government requires original receipts for any applicable taxes and the invoice/receipts are being sent by regular mail, the Province will accept photocopies of receipts to support your disbursements paid.

- 4.05 If travel has been approved by the Province for this contract, the following apply:

- (a) meals may be billed up to the following rates:

Meal	Daily Meal Rate
Breakfast Only	\$22.00
Lunch Only	\$22.00
Dinner Only	\$28.50
Breakfast and Lunch	\$30.00
Breakfast and Dinner	\$36.50
Lunch and Dinner	\$36.50
Breakfast, Lunch and Dinner	\$49.00

- (b) When travelling 32km or more one way and if you cannot reasonably return home that day, hotels and rates approved by the Provincial Government are provided at the following web link

<http://www.pss.gov.bc.ca/csa/categories/accommodation/search/>

- (c) Should you choose not to use these hotels then you are subject to the following rates:

Location	Daily Summer Rate (May 1 to September 30)	Daily Winter Rate (October 1 to April 30)
Vancouver	\$115.00	\$80.00
Victoria	\$95.00	\$70.00
Whistler	\$65.00	\$80.00
All other locations	\$70.00	\$65.00

- (d) With approval for specific circumstances, we may pay you at rates higher for the cost of hotel accommodation set out in section (c).
- (e) We may, in a written notice to you, increase the rates set out in section (c) and those rates will be deemed to be amended accordingly as of the date set out in that notice.
- (f) There is a private motor vehicle mileage allowance at \$0.55 per kilometer.

- 4.06 Counsel will provide statistical reporting every month in a format as provided by Legal Services Branch of the Ministry of Attorney General. This format may be updated, from time to time, with notice in writing to Counsel.