

GOVERNANCE AGREEMENT RESPECTING LEGAL AID  
Made effective the 6<sup>th</sup> day September, 2024

Among:

HIS MAJESTY THE KING IN RIGHT OF ALBERTA,  
as represented by the Minister of Justice  
(the “Minister”)

and

THE LAW SOCIETY OF ALBERTA  
(the “Law Society”)

and

THE LEGAL AID SOCIETY OF ALBERTA  
 (“Legal Aid Alberta”)

(collectively referred to as the “Parties”)

WHEREAS Legal Aid Alberta was established to provide and continues to provide a system of legal aid in criminal, family and civil matters;

WHEREAS the Parties are committed to a principle-based approach to the funding and operation of a legal aid program in Alberta;

WHEREAS the Parties have an interest in ensuring the funding from the Government of Alberta is utilized in a fiscally responsible, effective, and efficient manner for Alberta’s Legal Aid Plan;

WHEREAS the Parties recognize Alberta’s Legal Aid Plan contributes to the well-being of low-income and other vulnerable Albertans, and provides meaningful access to legal rights and protections benefiting all Albertans;

WHEREAS the Parties recognize the social return on investment into Alberta’s Legal Aid Plan within the broader system of social supports to Albertans, including the benefits to individuals, children, families, and communities;

WHEREAS the Minister shall determine the Legal Aid Services to be provided and establish the corresponding funding levels appropriate to those services;

WHEREAS Alberta’s Legal Aid Plan operates in conjunction with other social services and programs offered by non-governmental legal assistance organizations to provide a client-centred, holistic and coordinated approach to access to justice;

WHEREAS the Parties are committed to a financially stable, effective, flexible and innovative legal aid system that provides value for money;

WHEREAS the Parties believe in the principle that financial eligibility should be set at a level to protect the most vulnerable Albertans who rely on the Legal Aid Plan, and the Parties agree to index financial eligibility guidelines with the Alberta Consumer Price Index;

WHEREAS the Parties acknowledge the importance of consultation on matters respecting Alberta's Legal Aid Plan;

WHEREAS the Parties acknowledge the importance of and are committed to the continuous and uninterrupted delivery of Legal Aid Services and the Legal Aid Plan;

WHEREAS the Parties are committed to the continuation of Legal Aid Alberta's ordinary business operations in the event that a Notice of Termination is issued in accordance with this Agreement;

WHEREAS the Parties entered into a governance agreement for legal aid effective April 1, 2019, that was extended to June 30, 2024, and further extended by a Revival and Extension Agreement to September 5, 2024, and the Parties wish to continue the relationship through this Governance Agreement ("Agreement");

NOW THEREFORE it is agreed among the Parties hereto as follows:

#### DEFINITIONS

1. In this Agreement:
  - (a) "Approved Budget" has the meaning as set out in Section 12.1(a);
  - (b) "Approved Business Plan" has the meaning as set out in Section 12.1(b);
  - (c) "Board" means the board of directors of Legal Aid Alberta;
  - (d) "Certificate" means a document issued by Legal Aid Alberta to a lawyer outlining the matter for which he/she is retained to act on behalf of a Legal Aid Client pursuant to the Rules and any specific conditions that may apply;
  - (e) "Chief Executive Officer" shall be a member of the Law Society unless the Human Resources Committee referred to in Section 6 recommends otherwise, and means the senior executive of Legal Aid Alberta who reports to and takes direction from the Board and who is responsible for the overall operations of Legal Aid Alberta;
  - (f) "Court Appointed Counsel Case" includes:
    - a. a legal matter involving an individual in which a court appoints counsel pursuant to express authority to appoint under the *Criminal Code* RSC 1985, c C-46, the *Youth Criminal Justice Act* SC 2002, c 1 ("YCJA") or any other enactment of Alberta or Canada; and
    - b. a legal matter involving an individual in which a court appoints counsel at a rate

higher than the Legal Aid Tariff;

- (g) “Eligible Individual” means an individual whom Legal Aid Alberta determines to be qualified to receive Legal Aid Services;
- (h) “Fiscal Year” means the period from April 1<sup>st</sup> of a year to March 31<sup>st</sup> of the following year;
- (i) “Law Society Board” means the governing body of the Law Society;
- (j) “Legal Aid Client” means a person who receives Legal Aid Services from Legal Aid Alberta and for the purposes of Sections 18.1, 18.2 and 18.3, includes a person who has asked to receive Legal Aid Services from Legal Aid Alberta and for all purposes includes any agent designated in writing by that person;
- (k) “Legal Aid Plan” means the programs and services that are provided to Eligible Individuals in accordance with the Rules and that are described in the last business plan approved by the Minister pursuant to Section 12.1(b), and which programs and services may be changed from time to time pursuant to this Agreement;
- (l) “Legal Aid Services” includes:
  - a. Representation by a lawyer:
    - i. in adult criminal cases where the matter is a Required Counsel Case, or a Court Appointed Counsel Case;
    - ii. in proceedings under the YCJA where the matter is a Required Counsel Case or a Court Appointed Counsel Case;
    - iii. in adult criminal cases where the adult is an Eligible Individual;
    - iv. in proceedings under the YCJA where the young person is an Eligible Individual; and
    - v. in family law, child welfare, immigration, refugee and adult guardianship and trusteeship matters where the person is an Eligible Individual;
  - b. Twenty-four hour telephone legal advice for individuals detained by police;
  - c. At the request of a court, representation by a lawyer for children in private parenting disputes that are of a high conflict nature, if Legal Aid Alberta determines that:
    - i. such counsel is necessary to protect the best interests of the child;
    - ii. such counsel is to be paid in accordance with the Legal Aid Tariff; and
    - iii. either or both parents having regard to their respective financial means are to reimburse Legal Aid Alberta for the costs of such counsel;

- d. Duty counsel services;
  - e. Enhanced resolution counsel services;
  - f. Legal services for an individual if an order for apprehension and confinement was made against that individual under the *Protection of Children Abusing Drugs Act*, S.A. 2005 c.P-27.5;
  - g. Legal services to be provided pursuant to an agreement;
    - i. if approved by the Minister, with an Indian Band as defined under the *Indian Act*, RSC 1985, c I-5, or with a Metis Settlement or the Metis Nation Association of Alberta or any other Metis group;
    - ii. between Legal Aid Alberta and the federal government respecting terrorism or national security related matters; and
    - iii. between the Minister and the federal government respecting legal aid and court ordered counsel in federal prosecutions;
  - h. Brief or limited scope legal advice; and
  - i. Assistance from a non-lawyer if determined by Legal Aid Alberta to be appropriate based on an evaluation of a client's needs, provided such assistance does not result in legal advice being given.
- (m) "Legal Aid Tariff" means the existing schedule (set out in the Rules) of fees and disbursements payable for Legal Aid Services provided pursuant to a Certificate which schedule may be amended from time to time with the approval of the Minister pursuant to this Agreement;
- (n) "Ministry" means the Ministry of Justice;
- (o) "Nominating Committee" means the Nominating Committee described in Appendix I;
- (p) "Required Counsel Case" means a legal matter in which a court or the government authority with conduct of the matter determines, or Legal Aid Alberta reasonably determines that an individual requires Legal Aid Services to meet the requirements of section 7 or section 11 of the *Canadian Charter of Rights and Freedoms*; and
- (q) "Rules" means the rules existing as of the date of this Agreement respecting the operation of the Legal Aid Plan, including rules respecting the substantive and financial eligibility guidelines, choice of counsel, Legal Aid Services, and the Legal Aid Tariff, and any amendments to such rules which may be made from time to time pursuant to this Agreement.

## MANDATE OF THE LEGAL AID PLAN

2. The Legal Aid Plan provides essential and high quality legal services for disadvantaged and low income Albertans and other persons specified in this Agreement and in the Rules to ensure meaningful access to legal rights and the protection of the law for the benefit of all Albertans. The Legal Aid Plan seeks to provide people with timely and lasting solutions in addressing their legal needs.

## ROLE OF LEGAL AID ALBERTA

3. Legal Aid Alberta administers the Legal Aid Plan and advances the public interest by helping people resolve their legal problems. By providing advice to the Minister about Alberta's Legal Aid Plan and the needs of Legal Aid Clients, and by working collaboratively with the Minister and the Law Society, as well as with other government departments and third parties offering legal information and assistance, Legal Aid Alberta strives to create a cost effective, innovative and flexible legal aid program to maximize value for dollars spent and provide the best possible coverage within an affordable funding envelope and contribute to a fair, accessible justice system for all Albertans.

## BOARD OF DIRECTORS

- 4.1. Subject to this Agreement, the Board shall have the responsibility to supervise and direct the management of Legal Aid Alberta in accordance with sound governance practices, and to establish whatever policies may be needed or required to operate Legal Aid Alberta. The Minister, the Law Society, and Legal Aid Alberta agree to the articles relating to the establishment, role and function of the Board, as set out in the registered by-laws of Legal Aid Alberta. The Board and the members of Legal Aid Alberta shall not amend the by-laws of Legal Aid Alberta without the prior consent of the Minister and the Law Society.
- 4.2 The Board shall maintain a Governance Committee to ensure that governance matters are properly and regularly reviewed.
- 4.3 In consultation with the Board and the Law Society, the Minister may undertake an independent assessment of Legal Aid Alberta's performance and governance practices through an external management consultant at least once during the term of this Agreement. The consultant shall prepare a confidential written report for the Minister, with a copy provided to the Law Society and the Board.

## APPOINTMENTS TO THE BOARD

- 5.1 The Board shall establish a Nominating Committee as set out in Appendix I to this Agreement and with the terms of reference as set out in Appendix I.

- 5.2 Upon the appointment of all Board members, the Law Society shall provide to the Minister and Legal Aid Alberta a list of the Board members, their addresses, phone numbers, occupations, and the respective term(s) of their appointment.

#### CHIEF EXECUTIVE OFFICER

6. For the recruiting and hiring of replacements for the Chief Executive Officer the Human Resources Committee of the Board shall be expanded to include a respective representative of each of the Minister and the Law Society. The Committee shall determine its recruitment process and make a report to the Board with respect to the hiring of any replacement Chief Executive Officer.

#### ROLE OF THE MINISTER

- 7.1 The Minister may develop guidelines binding on Legal Aid Alberta with respect to Legal Aid Client financial contributions toward the fees and disbursements of their Legal Aid Services.
- 7.2 The Minister shall establish funding levels for Legal Aid Services to be provided by Legal Aid Alberta.
- 7.3 The Minister may, in consultation with Legal Aid Alberta, establish a provincial performance measurement framework and set targets for Legal Aid Alberta to meet in the delivery of Legal Aid Services under this Agreement.

#### ROLE OF THE LAW SOCIETY OF ALBERTA

- 8.1 The Law Society, as the independent regulator of the legal profession, acts in the public interest by ensuring a high standard of professional and ethical conduct by Alberta lawyers. The Law Society may exercise authority binding on Legal Aid Alberta to protect the confidentiality of client information, solicitor-client privileged communications, the independence of legal counsel, and the competent and ethical delivery of legal services. In addition, the Law Society may require Legal Aid Alberta to report to the Law Society on these matters.
- 8.2 The Law Society appoints and revokes the members of the Board in accordance with Appendix I and may require Legal Aid Alberta to provide information to ensure that sound governance practices are utilized by the Board.
- 8.3 The Law Society may provide advice to the Minister about access to justice issues affecting people who might access the Legal Aid Plan.

#### INDEPENDENCE

- 9.1 Subject to this Agreement, Legal Aid Alberta is independent from the Minister and the Law Society, and is accountable to both for the operation and governance of Legal Aid Alberta and the Legal Aid Plan.
- 9.2 The principle of independent operation is recognized and respected by the Parties to this

Agreement. Legal Aid Alberta is free to provide Legal Aid Services to clients, act in the public interest and to improve the Legal Aid Services without interference of any sort except as provided in this Agreement.

- 9.3 The principle of independence of legal counsel, including the protection of the confidentiality and privacy rights of Legal Aid Clients, is recognized and respected by the Parties to this Agreement. The principle applies to private roster counsel and staff counsel. Legal counsel serving a Legal Aid Client is free to act in the best interest of the client without interference of any sort except through the established policies and procedures as set out in the Rules and the Law Society Code of Conduct.

#### PROVISION OF LEGAL AID SERVICES

- 10.1 Legal Aid Alberta shall deliver the Legal Aid Plan in a cost effective, innovative and flexible manner and strive to maximize value for dollars spent and make the most efficient use of the Courts' time while providing a sufficient and personalized level of service to assist Legal Aid Clients to achieve timely and appropriate resolutions to their legal problems. In delivering the Legal Aid Plan in an innovative and responsive manner, Legal Aid Alberta shall consider, among other factors to be determined by Legal Aid Alberta, factors of geography, including location of Legal Aid Clients, proximity of legal counsel and courts, and travel costs.
- 10.2 Legal Aid Alberta shall assess the legal needs of Legal Aid Clients and:
- (a) make appropriate decisions on the type and amount of Legal Aid Services to provide, including but not limited to:
    - a. full representation services;
    - b. limited scope services; or
    - c. early resolution services; and
  - (b) make appropriate referrals to third parties.
- 10.3 Legal Aid Alberta shall:
- (a) comply with the requirements of the federal/provincial cost-sharing agreement regarding legal aid;
  - (b) encourage the coordination to the extent practicable of the Legal Aid Services with the other services and facilities available in Alberta to help meet the special legal needs of the Legal Aid Clients;
  - (c) continue the practice of using both the private roster and staff counsel to deliver the Legal Aid Services;
  - (d) systematically review legal counsel accounts to ensure that all work done falls within the Rules;
  - (e) continually strive to maintain and improve the quality, efficiencies and cost effectiveness of the operation of the Legal Aid Plan;
  - (f) in accordance with guidelines established under Section 7.1 develop policy to be publicly available with respect to financial contribution of Legal Aid Clients toward the fees and

disbursements associated with their Legal Aid Services;

- (g) pay all amounts received from the Alberta Law Foundation pursuant to the *Legal Profession Act*, RSA 2000, c L-8 into the contingent reserve referred to in Section 12.1(c); and
- (h) work in collaboration with the Minister to meet provincial performance measurement targets and to report to the Minister, upon request and in a format chosen by the Minister, Legal Aid Alberta's present status with respect to meeting the targets.

10.4 Where counsel in any matter requests of Legal Aid Alberta,

- (a) a discretionary increase in any Legal Aid Tariffs;
- (b) extra Legal Aid Tariff items to be covered by Legal Aid Alberta; or
- (c) special disbursements,

Legal Aid Alberta shall consider such requests in an administratively fair manner and may only approve such requests up to the extent of legal or other services that a reasonable person of modest means would use to resolve the problem, as determined solely by Legal Aid Alberta.

10.5 Without limiting Legal Aid Alberta's sole discretion under Section 10.6, a Legal Aid Client's choice of legal counsel is recognized and respected by the Parties to this Agreement.

10.6 For the provision of all Legal Aid Services, Legal Aid Alberta shall in its sole discretion and respecting a Legal Aid Client's choice of counsel, choose the staff lawyer, roster lawyer or law firm to provide services based on factors including, but not limited to, the nature of the case, the cost to provide the services, and the experience of the lawyer.

10.7 Subject to Section 10.6, Legal Aid Alberta may allow lawyers to transfer certificates with the consent of the Eligible Individual or Legal Aid Client and in accordance with any rules or policies that Legal Aid Alberta may develop.

10.8 Legal Aid Alberta may enter into agreements with roster, staff lawyers or law firms to provide Legal Aid Services to all Legal Aid Clients,

- (a) with respect to certain categories of legal matters as determined by Legal Aid Alberta if Legal Aid Alberta can demonstrate cost savings over assigning individual lawyers on a case by case basis while maintaining quality of service; or
- (b) in response to a request for proposals issued by the Minister for Legal Aid Alberta to provide certain Legal Aid Services.

10.9 Legal Aid Alberta may operate a discretionary coverage program whereby individuals who would not ordinarily qualify under the Financial Eligibility Guidelines (where those Guidelines are applicable) may, based upon criteria approved by the Minister, be provided legal or other services in exceptional circumstances as determined by Legal Aid Alberta in its sole discretion.

10.10 Legal Aid Alberta shall engage with stakeholders or representatives of stakeholder groups in order to seek input on potential program changes that may affect those stakeholders or



stakeholder groups.

- 10.11 The Board shall ensure the implementation of effective quality assurance and service delivery protocols and procedures to ensure client, program and justice system outcomes are achieved.
- 10.12 Subject to the regulatory authority of the Law Society, Legal Aid Alberta may establish legal practice standards for lawyers, and review the continued participation of those lawyers against the Rules and Legal Aid Alberta policies. In addition, Legal Aid Alberta shall respond to Legal Aid Client complaints in an administratively fair and timely manner.
- 10.13 In the event that the Minister receives a complaint from a Legal Aid Client in respect of any aspect of the administration of the Legal Aid Plan or the delivery or availability of the Legal Aid Services, the Minister may refer the matter to Legal Aid Alberta who shall respond to the Legal Aid Client in an administratively fair and transparent manner.

### LEGAL SERVICE PROPOSALS

- 11.1 The Minister may, from time to time, request Legal Aid Alberta to submit a proposal for the provision by Legal Aid Alberta of certain Legal Aid Services to be determined by the Minister.
- 11.2 Upon Legal Aid Alberta's receipt of a request for proposal from the Minister, and in a timeline to be agreed upon by the Minister and Legal Aid Alberta, Legal Aid Alberta shall submit a proposal in a format chosen by the Minister which shall be responsive to the Minister's request.
- 11.3 Legal Aid Alberta may, of its own initiative, and in a form and format chosen by the Minister, submit a proposal by which Legal Aid Alberta will provide certain Legal Aid Services for consideration by the Minister.
- 11.4 Proposals submitted by Legal Aid Alberta shall include a business case describing how the proposal will be cost effective while maintaining quality Legal Aid Services. The Minister may approve in whole or in part any proposal and may request modifications prior to approval. The Minister may approve any proposal with conditions.

### BUDGETING, BUSINESS PLANNING AND AUDIT

- 12.1 The principle of sustained funding for the provision of the Legal Aid Services based on agreed projections of volume and cost is recognized and respected by the Parties to this Agreement. Unless otherwise directed by the Minister, in regard to the operation of the Legal Aid Plan and the provision of Legal Aid Services, Legal Aid Alberta shall:
  - (a) submit by September 30 of each Fiscal Year, a one (1) year budget with estimated projections for years 2 and 3, in a format specified by the Minister, and in prior consultation with the Minister. The budget submission shall include a schedule of services that describes in detail the Legal Aid Services to be provided, the funding level, relevant budget assumptions, volume and average cost projections for each Legal Aid Service inclusive for both private roster and staff. Subject to Section 12.1(a.1), the schedule of services shall include the service categories described in Appendix II. The Minister shall provide approval of the Legal Aid Alberta budget in principle by January 31 for the forthcoming Fiscal Year. The budget may be approved in principle, in whole or in part, and the Minister may require Legal Aid Alberta to amend the budget in whole or in part. Final approval of the Legal Aid Alberta budget ("Approved Budget"), including grant funding by the Minister, is subject to appropriation of funds by the Legislature. The Approved Budget shall establish the

maximum funding level for the Legal Aid Services that the Minister will approve for each Fiscal Year. An Approved Budget shall be in effect until the next Fiscal Year's budget is approved subject to Section 16.5;

- (a.1) the actual level and amount of Legal Aid Services described in Appendix II to be provided and their "Descriptions and Components" shall be determined in accordance with Section 12.1(a) and the schedule of services. The Minister and Legal Aid Alberta may agree to add new service categories to Appendix II. The Minister may eliminate a service category described in Appendix II upon giving Legal Aid Alberta twelve (12) months written notice so that Legal Aid Alberta can inform stakeholders and plan for the transition of services. The Minister is not required to give notice to eliminate a service category where:
- a. the contingent reserve referred to in Section 12.1(c) is forecasted to be insufficient to allow Legal Aid Alberta to provide the Legal Aid Services in accordance with the then current Approved Budget; or
  - b. the Minister and Legal Aid Alberta otherwise agree.
- (b) in the format specified by the Minister, prepare a three (3) year business plan, which shall be updated annually, for approval by the Minister. Each business plan submitted to the Minister shall include an appendix which describes in sufficient detail the programs and services that are being provided by Legal Aid Alberta to Eligible Individuals in accordance with the Rules, their modes of delivery, and how the Legal Aid Services are being provided by Legal Aid Alberta. The three (3) year business plan for a particular Fiscal Year that has been approved by the Minister is known as the "Approved Business Plan";
- (c) in its proposed budget submitted pursuant to Section 12.1(a), maintain an ongoing contingent reserve for each Fiscal Year that is no more than fifteen percent (15%) of the total budget for that Fiscal Year, or that is in any other amount otherwise determined by the Minister. Legal Aid Alberta may, upon giving the Minister written notice and supporting documentation, draw down the contingent reserve to pay for:
- a. Legal Aid Services described in Section 1(l)(a)(i)-(iv), (b), (c), (f); or
  - b. family law matters specifically in regard to the *Child Youth and Family Enhancement Act*, RSA 2000, c C-12 or the *Protection Against Family Violence Act*, RSA 2000, c P-27 or other forms of protection related to family violence
- when the forecasted amounts for those Legal Aid Services are expected to exceed the amounts set out in the Approved Budget. In all other cases, Legal Aid Alberta shall, at least ninety (90) days prior to when funds in the contingency reserve are required to be used, provide to the Minister for approval the amount required, reasons and possible mitigating measures. This contingent reserve shall be identified and tracked appropriately in Legal Aid Alberta's financial statements;
- (d) at the end of each Fiscal Year any surplus Legal Aid Alberta revenue will be deemed to be part of the ongoing contingent reserve referred to in Section 12.1(c);
- (e) in the proposed budget and business plan, and in accordance with the performance measurement framework established under Section 7.3, specify the key program and business performance measures in regard to the quality, efficiency and cost-effectiveness of the Legal Aid Plan and the Legal Aid Services, that will be utilized to evaluate the legal and administrative services connected therewith; and

- (f) prepare and provide upon request to the Minister an enterprise risk management plan, a business continuity plan, a service delivery and case management framework, a quality assurance audit report, evaluations of Legal Aid Services, and any other information or report as requested by the Minister from time to time.
- 12.2 Legal Aid Alberta, in accordance with its obligations under this Agreement, and with the written approval of the Minister may, pending the submission of its next budget and business plan, appropriately address on an interim basis any particular unforeseen circumstance or problem affecting the operation of the Legal Aid Plan.
- 12.3 If the actions taken pursuant to Section 12.2 require the Minister's approval pursuant to this Agreement or will have an adverse financial impact on the Approved Budget, then Legal Aid Alberta shall immediately advise the Minister and request any necessary approvals.
- 12.4 At the Minister's expense, the Auditor General of Alberta or a duly licensed accountant in the Province of Alberta designated by the Minister, may conduct a detailed audit of Legal Aid Alberta's finances at any time.

#### CHANGES TO THE LEGAL AID PLAN

- 13.1 Each budget and three (3) year business plan shall include any proposals being made by the Board with respect to changing the Legal Aid Plan, its operation (including its modes of delivery, but respecting the practice of using both the private roster and staff counsel) or the Rules. At the request of the Minister, Legal Aid Alberta shall re-submit to the Minister the appendix to the business plan referred to in Section 12.1(b), restated to include the proposed changes to the Legal Aid Plan to the extent such changes are approved by the Minister.
- 13.2 Notwithstanding Section 13.1, the Board may, from time to time, make changes to the Rules with the Minister's prior written approval. The Board may, from time to time, make changes to the Rules without the Minister's prior approval provided such changes are non-substantive and are administrative in nature and do not impact the then current Approved Budget or the role of the Law Society as the regulator of the legal profession. Any such changes shall be tracked and reported to the Minister as part of the year-end financial reports for the Fiscal Year in which such changes are made.
- 13.3 Any proposed changes to the Rules shall continue to respect the principle of independence of legal counsel as defined in Section 9.3.

#### COMMON INTERESTS OF THE PARTIES

- 14.1 The Parties to this Agreement recognize that the Minister and Legal Aid Alberta are key participants in the delivery of the Legal Aid Services in Alberta and each is committed to the principles of independence, transparency, mutual respect and consultation in matters that affect this common interest.
- 14.2 Without compromising the principles of independence that are enshrined in Article 9 of this Agreement, the Parties recognize that transparency between the Parties on certain matters that affect the provision of Legal Aid Services is in the best interests of stakeholders, Legal Aid Clients and Albertans generally. Where Legal Aid Alberta contemplates any public facing action or communication that might reasonably be expected to result in the Minister having to respond publicly, to stakeholders or to Legal Aid Clients, then Legal Aid Alberta

shall advise the Minister in advance with respect to its contemplated action or communication.

#### COLLABORATION AND REVIEW OF LEGAL AID PLAN

- 15.1 Representatives of Legal Aid Alberta, the Law Society and the Minister, and/or the Minister's representative(s), shall meet as needed, but at least annually, to address any issues that may affect the provision of Legal Aid Services described in the then current Approved Business Plan, including federal and provincial legislative changes, Alberta Justice policy/program changes, the state of the provincial economy, provincial revenues and expenditures, justice reform and Legal Aid Alberta financial needs.
- 15.2 Legal Aid Alberta shall review the Legal Aid Tariff periodically to ensure it reflects current court processes and legal practice. In conducting the review, Legal Aid Alberta will consult with lawyers and any proposals to change the Legal Aid Tariff will be submitted in the costs of the next budget pursuant to Section 12.1(a).
- 15.3 The Minister shall, in collaboration with Legal Aid Alberta, and at least every two (2) years, review the Legal Aid Tariff. In conducting the review, the Minister shall consider relevant factors to be determined by the Minister such as, but not necessarily including or limited to:
- (a) tariff rates from other jurisdictions;
  - (b) the provision of essential and high quality Legal Aid Services;
  - (c) the state of the provincial economy;
  - (d) provincial government revenues and expenditures; and
  - (e) Legal Aid Alberta financial needs,
- and may consider other factors such as the assignment of complex files to appropriate lawyers and attracting senior lawyers. Any proposals to change the Legal Aid Tariff will be submitted in the costs of the next budget pursuant to Section 12.1(a).
- 15.4 The Parties agree that the Financial Eligibility Guidelines set out by Legal Aid Alberta in the Rules shall be indexed to the Alberta Consumer Price Index, subject to annual review by the Minister. Additionally, persons who are receiving Assured Income for the Severely Handicapped (AISH) are presumptively financially eligible for Legal Aid Services.
- 15.5 The Minister shall in consultation with clients and stakeholders, and at least every two (2) years, review Financial Eligibility Guidelines which are set out by Legal Aid Alberta in the Rules. In conducting the review, the Minister shall consider relevant factors to be determined by the Minister such as, but not necessarily including or limited to:
- (a) financial eligibility guidelines from other jurisdictions;
  - (b) the Alberta Consumer Price Index;
  - (c) relevant socio-economic factors;
  - (d) provincial government policy/program changes;
  - (e) the state of the provincial economy;
  - (f) provincial government revenues and expenditures;
  - (g) scope and availability of Legal Aid Services; and
  - (h) Legal Aid Alberta financial needs.

Any proposals to change the Financial Eligibility Guidelines will be submitted in the costs of the next budget pursuant to Section 12.1(a).

- 15.6 Commencing no later than March 6, 2025, the Parties agree that the Minister shall, in accordance with the process set out in Appendix III to this Agreement, consult with both Legal Aid Alberta and the Law Society with respect to the design and structure of any proposed new model by which the Legal Aid Plan and Legal Aid Services are delivered to Albertans.
- 15.7 Early each calendar year the Minister, the Chair of the Board and the President of the Law Society, or their designates, shall meet to discuss matters relating to legal aid, including any operational, policy or financial issues regarding the provision of legal aid.
- 15.8 In addition to the annual meeting referred to in Section 15.7 of this Agreement, the Minister and respective representatives (no more than 3 representatives each) of the Board and the Law Society may meet as necessary each year to discuss any legal aid matters.

#### FUNDING OF THE LEGAL AID PLAN

- 16.1 The amount of the proposed grant to Legal Aid Alberta set out in the Approved Budget and Approved Business Plan shall be included in the annual budget estimates of the Ministry for recommendation to Treasury Board and then to the Legislature for appropriation of the necessary funds to operate the Legal Aid Plan and provide the Legal Aid Services.
- 16.2 Subject to Section 16.5, and as otherwise varied under this Agreement, and in accordance with the *Ministerial Grants Regulation*, AR 215/2022, and unless the Parties agree otherwise in writing, the Minister shall pay to Legal Aid Alberta the approved grant amount in four equal instalments by June 30, September 30, December 31 and March 31 of each Fiscal Year.
- 16.3 Legal Aid Alberta may use the grant money only in accordance with the conditions imposed in this Agreement, or if the original conditions on which the grant is made are varied with the consent of the Minister, in accordance with the conditions as varied.
- 16.4 If Legal Aid Alberta does not comply with any of the conditions of the grant, or does not use the money as required under this Agreement, the Minister may require Legal Aid Alberta, and Legal Aid Alberta shall, repay all or part of the grant money to the Government of Alberta, within ninety (90) days of notification. Any amounts not repaid may be deducted from future grant payments.
- 16.5 Notwithstanding any other provisions of this Agreement, if the approved annual budget estimates of the Ministry for a Fiscal Year are reduced, then for that Fiscal Year, Section 16.1 shall cease to apply and the Minister shall pay to Legal Aid Alberta, as and when determined by the Minister, the amount prescribed for legal aid in the reduced annual budget estimates of the Ministry. If proposed funding is reduced pursuant to this Section, the Minister and Legal Aid Alberta may meet in accordance with Section 15.1, and Legal Aid Alberta may submit a revised budget and three-year business plan in accordance with Section 12.1.
- 16.6 Legal Aid Alberta may, with the approval of the Minister, transfer approved budgeted dollars in any Fiscal Year between capital and operating in order to provide the Legal Aid Services described in the then current Approved Business Plan, provided such transfers are tracked and reported in Legal Aid Alberta's monthly financial statements pursuant to Section 18.2, and provided that the Minister is satisfied that Legal Aid Alberta will continue to provide the same level of quality of Legal Aid Services.

- 16.7 Legal Aid Alberta may raise funds from other private and public sources and any funds so raised:
- (a) shall be placed in the contingent reserve referred to in Section 12.1(c); or
  - (b) if such funds are for a specific legal aid purpose, which is set out in the agreement with the other private or public funding source, then such funds shall be used for that purpose and identified and tracked appropriately in Legal Aid Alberta's financial statements.

#### INDEMNIFICATION AND LIABILITY

- 17.1 The Minister acknowledges on behalf of the Government of Alberta, that if a member of the Board has acted in good faith in fulfilling his or her responsibilities under this Agreement, then such member of the Board would not be personally responsible for the payment of any unfunded liabilities for outstanding Certificates; and the Minister hereby promises, as also reflected in section 4(2) of the *Legal Profession Act*, that the Government of Alberta will not commence any action against such member of the Board for such payment.
- 17.2 The Minister, upon a Notice of Termination (as defined in Section 29) being issued, shall ensure that grant funding in accordance with the Approved Budget and the Approved Business Plan continues to the Termination Date (as defined in Section 29). Further, the Minister shall ensure that sufficient grant funding is provided to Legal Aid Alberta to pay all of its unfunded liabilities in regard to any expenses reasonably incurred as part of the ordinary course of business of Legal Aid Alberta outstanding as at the Termination Date and that may reasonably be payable or arise after the Termination Date.
- 17.3 The Minister shall also provide sufficient grant funding to Legal Aid Alberta in order to pay any amounts for personal liabilities imposed on the members of the Board by provincial or federal statute that are not otherwise covered by Legal Aid Alberta's insurance or existing sources of funds, including:
- (a) Unpaid wages under the *Employment Standards Code*, RSA 2000, c E-9;
  - (b) Source deductions under the *Income Tax Act*, RSC 1985, c 1 (5<sup>th</sup> Supp.);
  - (c) GST under the *Excise Tax Act*, RSC 1985, c E-15; and
  - (d) CPP and EI under the *Canada Pension Plan*, RSC 1985, c C-8, and the *Employment Insurance Act*, SC 1996, c 23.
- 17.4 If this Agreement is terminated pursuant to Section 29 and Legal Aid Alberta either must or elects to dissolve as a society under the *Societies Act*, RSA 2000, c S-14, as approved by the Minister under Section 30, Legal Aid Alberta shall utilize all existing sources of funds, including funds in the contingent reserve, to pay for liabilities and costs reasonably incurred in respect of dissolution. If, after all sources are utilized, there are reasonably incurred liabilities and costs that remain, then the Minister shall ensure those outstanding liabilities and costs are paid and satisfied in full by the Minister.

#### REPORTING

- 18.1 The principle of transparency in reporting is recognized and respected by the Parties to this Agreement. Legal Aid Alberta shall provide to the Law Society:
- (a) an annual report, including audited financial statements, within ninety (90) days of the end of each Fiscal Year;

- (b) any legal practice standards referenced in Section 10.12; and
- (c) any financial, statistical, or other non-Legal Aid Client specific information relating to the business and operations of Legal Aid Alberta and the services provided by it that may be reasonably requested by the Law Society.

18.2 Legal Aid Alberta shall maintain financial records in accordance with generally accepted accounting principles and have them available at all times during the term of this Agreement and for a period of six (6) years after the termination or expiry of this Agreement. Legal Aid Alberta shall, at such time as the Minister determines, submit to the Minister any reports, records or other information required by the Minister, for the purposes of reviewing Legal Aid Alberta, including:

- (a) Monthly reports, including unaudited financial statements, in a format acceptable to or in a format specified by the Minister;
- (b) An annual report, including audited financial statements, within ninety (90) days of the end of each Fiscal Year; and
- (c) Any financial, statistical, or other non-Legal Aid Client specific information relating to the business and operations of Legal Aid Alberta and the services provided by it that may be reasonably requested by the Minister and which shall be provided in a format acceptable to or in a format specified by the Minister.

Legal Aid Alberta shall, within a reasonable period of time, produce on demand to any representative of the Minister or the Auditor General of Alberta any information referred to in this Section 18.2 and shall permit such representative to examine and audit any books, accounts and records and take copies and extracts of them.

The Minister may publicly disclose any of the above and any other reports that are requested by the Minister pursuant to this Agreement in order to meet the Minister's obligations to be transparent and accountable to Albertans with regard to the value, benefits and costs of the Legal Aid Plan.

18.3 Subject to any provincial or federal privacy legislation and without any Legal Aid Client specific information, Legal Aid Alberta will provide to the Minister and Law Society, prior to any regular Board meeting, annual general meeting and any other duly constituted meeting of the Board, the agenda and approved minutes of such meeting, including the related Board decisions the Minister or Law Society may request further information with respect to any agenda items or Board decisions, pursuant to Sections 18.1 and 18.2 of this Agreement.

#### GENERAL PROVISIONS

- 19. This Agreement shall be interpreted in accordance with the laws and in the Courts of Alberta.
- 20. If any provisions of this Agreement are found to be prohibited by law or otherwise ineffective this shall in no way invalidate or otherwise affect the remaining provisions of this Agreement.
- 21. Except where the context otherwise requires, any word in this Agreement importing the singular number shall include the plural, any word importing the masculine gender shall include the feminine gender, and any word importing a person shall include the Parties to this Agreement.
- 22. Notwithstanding any other provision of this Agreement, those clauses which by their nature continue after the expiry or termination of this Agreement shall continue after such expiry or termination, including without limitation the following:

- (a) Section 12            Budgeting, Business Planning and Audit
- (b) Section 16            Funding of the Legal Aid Plan
- (c) Section 17            Indemnification and Liability
- (d) Section 18            Reporting
- (e) Section 30            Post-Termination Obligations
- (f) Section 32            Post-Termination Obligations

23. In case of conflicts or discrepancies among the body of this Agreement and the Appendices attached to this Agreement, the documents shall govern in the following order:

- (a) the body of this Agreement; and
- (b) the Appendices to this Agreement.

24. Whenever in this Agreement it is required or permitted that notice, reports, or other information (“Formal Communications”) be given by any party to this Agreement to the others, such notice will be in writing and such Formal Communications will be validly given or sufficiently communicated if delivered, e-mailed, faxed, or sent by registered mail as follows:

To the Minister:            Minister of Justice  
 424 Legislature Building  
 10800 – 97 Avenue  
 Edmonton, Alberta T5K 2B6  
 Fax#: (780) 422-6621

With a copy to:            Director, Legal Aid and Grants  
 Strategy, Support and Integrated Initiatives Division  
 Alberta Justice  
 4<sup>th</sup> Floor, 9820 – 106 Street  
 Edmonton, Alberta T5K 2J6

To the Law Society:        President  
 The Law Society of Alberta  
 Suite 500, 919 – 11<sup>th</sup> Avenue SW  
 Calgary, Alberta T2R 1P3  
 Fax#:(403) 228-1728

With a copy to:            Executive Director  
 The Law Society of Alberta  
 Suite 500, 919 – 11<sup>th</sup> Avenue SW  
 Calgary, Alberta T2R 1P3  
 Fax#:(403) 228-1728

To Legal Aid Alberta:     Chair of the Board  
 The Legal Aid Society of Alberta  
 900 Sun Life Place  
 10123 – 99 Street NW  
 Edmonton, Alberta T5J 3H1  
 Fax#:(780) 427-5909

With a copy to:            Chief Executive Officer



The Legal Aid Society of Alberta  
 900 Sun Life Place  
 10123 – 99 Street NW  
 Edmonton, Alberta T5J 3H1  
 Fax#:(780) 427-5909

Any party by giving notice as above provided may change its address for all Formal Communications or any parts thereof from time to time.

25. The Parties may amend the provisions of this Agreement at any time, but only by mutual agreement evidenced in writing, signed by the Parties.
26. This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by e-mail in PDF shall constitute good delivery.

#### DISPUTE RESOLUTION

27. In the event of any dispute between the Parties regarding the interpretation or operation of this Agreement or the obligations of the Parties under it, and that dispute cannot be resolved through the communication processes described in this Agreement, the Parties shall:
  - (a) remain committed to the principles of collaboration and communication described in this Agreement;
  - (b) promptly provide each other with written notice of the dispute, including full particulars of the nature of the dispute, any underlying interests, and proposed solutions; and
  - (c) attempt in good faith to resolve the dispute through direct negotiation.

The Parties may agree to attempt to resolve the dispute with the assistance of a mediator. If they agree to attempt to resolve the dispute with the assistance of a mediator, or if they fail to resolve the dispute through direct negotiation within twenty (20) working days after the delivery of the notices of dispute, the Parties will appoint a mediator.

The Parties will meet with the mediator within twenty (20) working days of the mediator's appointment and will attempt in good faith to resolve the dispute with the assistance of the mediator.

The period of mediation of the dispute will not exceed thirty (30) working days. The Parties will bear equally the costs of the mediation, including fees and expenses.

#### TERM OF AGREEMENT

28. The term of this Agreement is from September 6, 2024 to September 5, 2029.

#### TERMINATION

29. Either the Minister or Legal Aid Alberta may terminate this agreement on at least eighteen (18) months' prior written notice ("Notice of Termination") to the other Parties specifying a termination date ("Termination Date"), unless otherwise agreed to by all Parties. A Notice of Termination shall not be issued by either the Minister or Legal Aid Alberta after September 6, 2027.

## POST-TERMINATION OBLIGATIONS

30. Following a Notice of Termination under Section 29, Legal Aid Alberta, other than in the ordinary course of business, shall not, without the prior written approval of the Minister or the Minister's representative, which shall not be unreasonably withheld,
- (a) enter into, amend, or terminate any material contract with a third party;
  - (b) incur any new material indebtedness;
  - (c) grant any new material security interest on the properties or assets of Legal Aid Alberta;
  - (d) enter into any joint venture, partnership, or other relationship with a third party that is material;
  - (e) acquire any material assets or sell any material assets of Legal Aid Alberta;
  - (f) amend any of the constitutional documents of Legal Aid Alberta other than in accordance with this Agreement;
  - (g) commence any winding-up or similar corporate actions;
  - (h) hire or terminate any employees or take actions that would cause constructive dismissal of any employee;
  - (i) increase the salary or compensation of any current or former member, officer, employee, or consultant or pay any bonuses to any of the foregoing individuals;
  - (j) incur material capital expenditures;
  - (k) settle or commence legal action (except with respect to disputes between the Parties to this Agreement, but subject to Section 27);
  - (l) undertake activities that materially deviate from those specified in the existing Approved Budget or Approved Business Plan; or
  - (m) distribute any property among its members.
31. Where Legal Aid Alberta seeks approval from the Minister under Section 30, if no response is received from the Minister or a representative of the Minister within thirty (30) days either granting or denying the approval, the approval will be deemed to have been granted.
32. Following receipt of a Notice of Termination under Section 29, the Parties agree that the Minister shall continue, in accordance with the process set out in Appendix IV to this Agreement, to consult with both Legal Aid Alberta and the Law Society with respect to the transition to any proposed new model by which the Legal Aid Plan and Legal Aid Services are delivered to Albertans. The Parties agree to cooperate in good faith during the transition process to implement any new model.

EXECUTED by the Parties effective the date first above written.

Original signed by  
 Minister of Justice  
 The Honourable Mickey Amery, K.C.,  
 on behalf of  
 His Majesty the King in Right of Alberta

\_\_\_\_\_  
 Date

Original signed by  
President of the Law Society of Alberta  
Deanna Steblyk, K.C., on behalf of the  
Law Society of Alberta

\_\_\_\_\_  
Date

Original signed by  
Chair of the Board  
Ryan Callioux, K.C., on behalf of the  
Legal Aid Society of Alberta

\_\_\_\_\_  
Date

## APPENDIX I

## THE LEGAL AID SOCIETY OF ALBERTA

NOMINATING COMMITTEE  
TERMS OF REFERENCE

## A OVERVIEW AND PURPOSE

1. The Nominating Committee (the “Committee”) is responsible for proposing, to the Law Society Board (the “Benchers”), new nominees and reappointments to the Board.

## B MEMBERSHIP AND ATTENDANCE AT MEETINGS

1. The Committee shall be comprised of two members appointed by the Benchers, two members appointed by the Minister and a member of the Board, who is not being considered for reappointment. If the Board cannot attain quorum, then the balance of the Board members have the power and shall appoint a member to the committee. If the Board fails to appoint a member to the Committee within 14 days after receiving a written request to do so jointly from the Minister’s and the Benchers’ appointments to the Committee or if there is no duly constituted Board, then the Committee members appointed by the Minister and by the Benchers shall constitute the Committee.
2. The Chair of the Committee shall be the member of the Board (the “Committee Chair”). If there is no such member, one of the members appointed by the Minister and one of the members appointed by the Benchers shall be Co-Chairs of the Committee.
3. Attendance at Committee meetings, other than the appointed members, will be at the invitation of the Committee.
4. Meetings of the Committee are held as required.
5. Committee meetings may be called by the Committee Chair or by a majority of the Committee members. The Secretary of Legal Aid Alberta shall be notified when a meeting is called.
6. A quorum for the transaction of business at any meeting of the Committee is at least one member appointed by the Benchers, one member appointed by the Minister and the Committee Chair. A quorum for the transaction of business at any meeting of the Committee constituted without a Board member is at least one member appointed by the Benchers and one member appointed by the Minister.
7. The Secretary of Legal Aid Alberta shall provide for the delivery of notices, agendas and available related materials to the Committee members no later than the day prior to the date of the meeting; however, it should be standard practice to deliver the agenda and materials for

consideration at the meeting at least five days prior to the meeting except in unusual circumstances.

8. Meetings may be conducted with members present or by telephone or other communications facilities, which permit all persons participating in the meeting to hear or communicate with each other.
9. A written resolution signed by all Committee members entitled to vote on that resolution at a meeting of the Committee is as valid as one passed at a Committee meeting.
10. The members of the Committee shall appoint a secretary of each meeting and the person so appointed shall keep minutes of that meeting.
11. Minutes of meetings of the Committee, prepared in draft, shall be distributed to all members of the Committee within five working days of each meeting, and shall be submitted for approval at the next regular meeting of the Committee.

## C DUTIES AND RESPONSIBILITIES

1. The Committee shall:
  - (a) determine the criteria, profile and qualifications for new nominees to fill vacancies on the Board, in accordance with the by-laws of Legal Aid Alberta;
  - (b) make its best efforts to canvas various sources for names of persons for consideration by the Committee as nominees to the Board;
  - (c) request from the Board whatever information the Committee requires to consider reappointments and revocations;
  - (d) identify and interview a short-list of candidates as possible nominees, providing such candidates with background information on Legal Aid Alberta prior to the interview;
  - (e) obtain the agreement of all nominees that they will serve on the Board if appointed; and
  - (f) recommend to the Benchers the slate of directors for appointment to the Board.
2. In making recommendations for appointment of directors, the Committee shall, where possible, provide additional nominees, in addition to the minimum number of nominees to be appointed, in order to provide the Benchers with a choice of candidates. The recommendations for appointment or reappointment may be accompanied by a

recommendation as to the length of term of appointment or reappointment, being either one year or two years or three years.

3. In the event that the Benchers do not concur with a minimum number of nominees necessary to fill the vacancies on the Board from the list of nominees recommended by the Committee, the matter must be referred back to the Committee, with reasons, for further review and recommendations by the Committee.
4. The Committee may recommend to the Benchers that the appointment of a member of the Board be revoked. Revocation of Directors and Officers is set out in the by-laws of Legal Aid Alberta.
5. All recommendations by the Nominating Committee must be unanimous.
6. The Committee shall plan their work on a timely basis in order that appointments or reappointments to the Board can be made by the Benchers.
7. When the Benchers have made their decision on the appointments or reappointments to the Board, the Chair of the Board shall advise the nominees of the results.
8. The Committee shall review annually the Committee's terms of reference and recommend any changes to Legal Aid Alberta, the Law Society and the Minister for approval.

## APPENDIX II

## LEGAL AID SERVICES

Ref. #	Service Category	Description and Components –*May be modified in accordance with the Agreement and the schedule of services.
1	Brydges - Adult & Youth	Brydges Duty Counsel is the provision of legal advice by telephone to persons who have been detained by police and peace officers in Alberta. It is a 24-hour, 7 day a week toll-free line for access to immediate legal advice for all detained persons in Alberta, regardless of their financial standing.
2	Stakeholder & Public Relations	These activities include non-client, non-management activities that are performed in addition to regular duties, such as justice committees, court services, education & training, roster relations, and stakeholder outreach.
3	Client Intake and Assessment	Determine client eligibility for legal representation. Intake and assessment includes all telephone and electronic applications from clients, duty counsel referrals as well as family diversion.
4	Offers	Internal support function to offer certificates to suitable staff and/or roster lawyers to represent eligible clients.
5	Hourly Case Management	Internal support function and management for the administration of complex cases. Legal Aid Alberta accepts roster applications to determine whether the matter falls within the Hourly Case Management procedure.
6	Case Management	Internal support function and management for the administration of cases where Legal Aid Alberta manages cases and makes decisions to: a) ensure that the provisions of the Legal Aid Tariff are being followed and identify where changes to the Legal Aid Tariff should be considered; and  b) identify systemic factors which contribute to costs or hinder effectiveness of service delivery and, where possible, address them on its own or in partnership with others.
7	Certificate and Tariff Administration	Internal support function, where staff administer certificates resulting from the offer process. This includes the development and administration of protocols and guidelines for certificate-based matters taking into consideration the Legal Aid Tariff or fees.
8	Opinions	Written opinions provided by staff or roster lawyers regarding the legal merit of potential matters.
9	Criminal - Youth	Legal representation for youth criminal matters involving charges under the <i>Youth Criminal Justice Act</i> . Coverage is provided for administrative, summary, indictable and criminal charges.

Ref. #	Service Category	Description and Components –*May be modified in accordance with the Agreement and the schedule of services.
10	Criminal - Adult	Legal representation for adult criminal matters under the <i>Criminal Code, Controlled Drugs and Substances Act</i> and other criminal legislation. Coverage is provided for administrative, summary, indictable and major criminal charges.
11	Discretionary Coverage Process Management	Internal support function to manage the DCP. Staff review files that have met the criteria and apply established legal and financial criteria, determine ultimate eligibility for the DCP program by providing legal opinions as to whether or not counsel should be appointed.
12	Duty Counsel	Duty counsel are lawyers at court appearances or hearings who provide legal representation and/or brief legal advice on the day of docket court to individuals who do not have a lawyer present.
13	Duty Counsel – Specialty Courts	<ul style="list-style-type: none"> <li>• Drug Treatment Courts – Provide duty counsel services and also liaise with various stakeholders involved in the program.</li> <li>• Indigenous Courts – Provide duty counsel services and liaise with stakeholders and Elders supporting Indigenous programs.</li> <li>• Mental Health Courts – Provide duty counsel services and collaboratively liaise with mental health professionals and supports in addition to court staff.</li> </ul>
14	Court Ordered Counsel	<p>Legal representation, when ordered by the courts, for the purposes of:</p> <ul style="list-style-type: none"> <li>• Providing counsel under <i>Rowbotham</i> circumstances;</li> <li>• Cross-examination of complainants under section 486.3 of the <i>Criminal Code</i>;</li> <li>• Providing counsel to act as <i>amicus curiae</i>;</li> <li>• Providing independent counsel for child(ren).</li> </ul>
15	Complainant Counsel Coverage	Providing representation when requested by the complainant and an application has been made under <i>Mills, O'Connor</i> and/or section 276 or 278.92/278.93 of the <i>Criminal Code</i> .
16	PChAD Review	Legal representation provided on a limited scope to represent youth when requested at the review hearings available under the <i>Protection of Children Abusing Drugs Act</i> .
17	Indigenous community services	Services on or off site to members of Indigenous communities which may include information, referrals, completion of assessments and legal advice. Actively working with Alberta Court of Justice to support its Indigenous Justice Strategy and participate in stakeholder and community outreach.



Ref. #	Service Category	Description and Components –*May be modified in accordance with the Agreement and the schedule of services.
18	Child Welfare	Child welfare legal representation may include cases covering private guardianship and child protection/child welfare.
19	Criminal - Adult - Bail Only	Legal representation for individuals facing adult criminal charges in bail hearings.
20	Immigration and Refugee	Legal representation on immigration and refugee law cases limited to: <ul style="list-style-type: none"> <li>- Refugee claims;</li> <li>- Judicial reviews of failed refugee claims;</li> <li>- Refugee appeals to RAD;</li> <li>- Detention reviews;</li> <li>- Admissibility hearings; and</li> <li>- Removal appeals (criminality only).</li> </ul>
21	Civil - Other	Legal representation on adult guardianship/trusteeship, when the client is the subject of the application.
22	Family - Other	Legal representation for cases covering: <ul style="list-style-type: none"> <li>- <i>Interjurisdictional Support Orders Act</i>;</li> <li>- <i>Protection Against Family Violence Act</i> or other forms of protection related to family violence; including Emergency Protection Orders</li> <li>- <i>Divorce Act</i> or <i>Family Law Act</i> matters which may include guardianship, parenting or contact time, spousal or child support;</li> <li>- Family property where the client's equity in the property is \$50,000 or more;</li> <li>- Constructive trust matters where the client's equity in the property is \$50,000 or more;</li> <li>- Partition and sale matters between spouses where the client's equity in the property is \$50,000 or more; and</li> <li>- Other family law matters that Legal Aid Alberta includes from time to time, through a Board Policy and approved in accordance with the Governance Agreement.</li> </ul>
23	Client Admin Review Process	Internal support function, where staff reviews a client's eligibility for service after it is determined client is not eligible in the first instance. Review is upon client request.
24	Client Appeal Process	Internal support function where an admin review has been denied; clients in certain cases, have the option to appeal.
25	Collections	Internal support function for collecting and administering client contributions to Legal Aid Plan.
26	Legal Support Services	Any activities that support legal representation (e.g. legal assistance, system navigators, mentorship and training to lawyers, participation and instruction of Poverty Law (U of A) and articling students, etc.)

Ref. #	Service Category	Description and Components –*May be modified in accordance with the Agreement and the schedule of services.
27	Management and Support	Internal support function where general management functions ensure compliance with regulatory, privacy, HR/employment law, law society code of conduct, enterprise conflict management, provide advice and coordinate services with external counsel with respect to civil claims and administration of contracts entered into by Legal Aid Alberta.

## **APPENDIX III**

### **CONSULTATION**

The Minister shall consult with both Legal Aid Alberta and the Law Society of Alberta with respect to the design and structure of any proposed new model by which the Legal Aid Plan and Legal Aid Services are delivered to Albertans. The consultation will be undertaken in alignment with the areas of focus below (the Minister may identify additional areas of focus):

#### **General**

- Minimal impact to frontline service delivery, including courts and Albertans seeking service through the Legal Aid Plan.
- The Parties will continue to be guided by respect for the principle of independence as described in Section 9 of this Agreement.

#### **Consultation**

- The Minister will invite the following stakeholders to participate in the consultation process:
  - Criminal Trial Lawyers Association;
  - Criminal Defense Lawyers Association;
  - Alberta Family Lawyers Association;
  - Canadian Bar Association – Alberta Branch;
  - Alberta Native Counselling Services;
  - Red Deer Criminal Defense Lawyers Association;
  - Southern Alberta Defense Lawyers Association;
  - Alberta Law Foundation; and
  - Any other stakeholder the Minister may wish to invite.
- If any stakeholder does not respond within a reasonable period of time to an invitation from the Minister to consult, the Minister is no longer required to consult with that stakeholder.
- Consultation may include, but may not be limited to the following areas:
  - considerations of potential legislation and impacts;
  - governance; and
  - service delivery models and potential costing considerations
- Consultation with stakeholders may consist of meeting in person or virtually, or making written submissions, as determined by the Minister.
- The Parties will make reasonable efforts to communicate openly to ensure effective and meaningful consultation.

## **APPENDIX IV**

### **POST-TERMINATION CONSULTATION**

The Minister shall consult with both Legal Aid Alberta and the Law Society of Alberta after a Notice of Termination is issued pursuant to Section 29 of this Agreement with respect to the transition to any proposed new model by which the Legal Aid Plan and Legal Aid Services are delivered to Albertans. The Minister may invite other stakeholders to participate in the consultation. The consultation will be undertaken in alignment with the areas of focus below (the Minister may identify additional areas of focus):

#### **General**

- Goals include:
  - the commitment to fund the Legal Aid Plan and Legal Aid Services at appropriate levels during any transition period; and
  - the commitment by the Parties to work together to ensure that the Legal Aid Plan and Legal Aid Services continue to be effectively delivered to Albertans during any transition process.
- The Parties will continue to be guided by respect for the principle of independence as described in Section 9 of this Agreement.

#### **Legislation**

- Scope and effective date of any legislated model, if applicable.

#### **Human Resources**

- Examination of governance roles and responsibilities of the Government of Alberta, Legal Aid Alberta's executive leadership, board members and board chair.
- Development of a staffing plan for the transition period that maintains staffing commitments, and plans for the transition time and impacts on the individuals in those staff roles, where possible.
- Development of a staffing plan for any new method by which the Legal Aid Plan and Legal Aid Services are delivered to Albertans that maintains staffing commitments, and plans for the transition time and impacts on the individuals in those staff roles, where possible.
- A change management plan to effectively engage and support Legal Aid Alberta through a transition.

#### **Assets and Infrastructure**

- Assessment of infrastructure and information management/technology for compliance with regulatory standards.
- Asset transition options development including for information management/technology and database assets, physical assets, finances, existing contracts, employment contracts, and other resources.
- Determine the tax consequences (if any) of asset transfers.

#### **Financial**

- Conduct a comprehensive cost analysis, including but not limited to:
  - analysis of operational expenditures, including resourcing for overhead and other administration costs
  - identification of costs related to infrastructure and information management/technology compliance
  - estimated transition costs
  
- Conduct a third party audit of Legal Aid Alberta financials at the time of transition to determine:
  - closing and opening balances of accounts (i.e. cash holding, receivables, liabilities, etc.);
  - asset values at the time of transition; and
  - any unfunded liabilities of Legal Aid Alberta that may remain outstanding.