

# Client Services Compliance Policy

## Policy

This policy sets out the standards of service that all Tariff Lawyers and other Contractors must meet when delivering client services funded by LABC and provides the processes LABC follows to review, investigate, and respond to alleged breaches of those standards. It outlines the circumstances under which LABC may impose conditions, suspend eligibility to perform legal aid work, or take other action to protect clients, and maintain trust in Legal Aid BC.

## Purpose

LABC is committed to providing high-quality legal services. We recognize that the integrity and effectiveness of our services depend on the professionalism, accountability, and ethical conduct of the people and organizations who deliver them.

## Application and Scope

This policy applies to all Contractors who provide LABC-funded services that directly benefit LABC clients, regardless of the contract type or funding arrangement. This includes, but is not limited to, Tariff Lawyers providing services under the Legal Aid BC Tariffs, Duty Counsel, mental health, immigration, refugee and prison justice service providers, Local Agents, report writers, and any other service providers engaged to deliver client-facing legal services. The policy does not apply to contractors engaged solely in administrative, business development, technical, or non-client-facing roles. LABC staff providing services through a direct employment relationship are not covered by this policy.

## Definitions

**Client:** means an individual who is receiving or who has received legal aid.

**Client Services:** means legal aid services delivered under contract with Legal Aid BC for the direct benefit of any Client, including legal advice, legal representation, intake, report writing, and advocacy.

**Complainant:** an individual who submits a complaint to LABC concerning Client Services under this policy.

**Contract:** means the applicable contract between LABC and the Contractor relating to the provision of Client Services, including but not limited to the Tariff Contracts, General Terms and Conditions, Local Agent Contracts, and Duty Counsel Contracts.

**Contractor:** means any person (an individual, organization, corporation, or other entity) who provides Client Services for Clients (including but not limited to Tariff Lawyers) under a contract with LABC, other than an employment contract.

**Declaration:** means a written declaration in the prescribed form certifying that a lawyer meets requirements for Tariff Lawyers as prescribed by LABC.

**Manager:** is the LABC Manager of Audit and Investigation, or their designate.

**LABC:** means the Legal Services Society, doing business as Legal Aid BC.

**Respondent:** a Contractor who is the subject of a complaint submitted pursuant to this policy.

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**Tariff Lawyer:** is a lawyer who is a member in good standing of the Law Society of British Columbia, holds a Law Society of British Columbia practicing certificate, and who LABC deems eligible to provide legal representation or advice services for Clients.

## Standards

1. Contractors who provide Client Services under Contract with LABC must:
  - a) Comply with the terms and conditions of any applicable Contract;
  - b) Provide high quality services and, if certain standards and expectations expressly are communicated to a Contractor by LABC, such services must be consistent with those standards and expectations;
  - c) Possess all necessary licenses, certifications, and professional designations as required to provide the services;
  - d) Exercise due care, skill, diligence, and competence in accordance with recognized industry standards;
  - e) Protect the confidentiality of information relating to legal aid services including by ensuring that technical, administrative, and physical security measures are in place appropriate to the sensitivity of the information;
  - f) Provide services in a way that is timely, competent, courteous, and professional;
  - g) Comply with all applicable government laws, ordinances, rules, and regulations;
  - h) Comply with all rules, codes and obligations set out by applicable professional regulatory bodies, including the Law Society's Rules and Code of Professional Conduct, where applicable;
  - i) Ensure that all invoices, time records, and billing submissions accurately and truthfully reflect the services performed, the time spent, and the disbursements incurred;
  - j) Adhere to LABC's policies, procedures, and administrative requirements including the [Vendor Code of Conduct](#);
  - k) Refrain from conduct that is racist, homophobic, transphobic, sexist, ableist or oppressive in any other way towards a group of people with protected characteristics;
  - l) Cooperate fully with any LABC review, audit, or investigation including by producing relevant records and information in an honest and timely manner;
  - m) Not retaliate against any complainant, witness, or person who brings forward a complaint or who participates in an investigation;
  - n) Comply with any reasonable direction from LABC including administrative procedures;
  - o) Consent to a criminal records check as required by LABC;
  - p) If requested, submit a Declaration, in a form on by a deadline as determined by LABC;

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- q) Promptly report any criminal charge or citation from the Law Society brought against the Contractor, their employees or subcontractors involved in the provision of Client Services;
- r) Promptly pay any amounts owing to LABC; and
- s) Ensure that all staff, agents, and subcontractors under their direction also comply with these requirements.

2. LABC may impose conditions on or temporarily or permanently suspend a Contractor's eligibility to provide Client Services, where the Contractor has breached any of the requirements in section 1.

## Complaint Procedures

### Intake and Acknowledgment

- 3. Anyone may submit a complaint regarding Contractor conduct and performance to the Audit and Investigation department in a form acceptable to LABC as set out on its website.
- 4. Upon receipt, the complaint will be logged by the Audit and Investigation Department, and an acknowledgment will be sent to the Complainant within five (5) business days.
- 5. The acknowledgment will confirm that the complaint has been received and will outline the next steps, including whether additional information may be requested and a general timeframe for review.

### Triage and Screening

- 6. The Audit and Investigation Department will screen each complaint to determine whether or not to proceed. LABC may decide in its discretion to not proceed with a complaint including where the complaint:
  - a) does not disclose facts which, if true, would constitute a breach of section 1;
  - b) does not relate to Client Services;
  - c) is abusive, frivolous, or vexatious;
  - d) concerns events which took place more than one year before the date the complaint was submitted;
  - e) lacks sufficient detail to permit meaningful review; or
  - f) the substance of the complaint has been, or is likely to be, resolved through another internal or external process, and there is no compelling reason for LABC to initiate a separate investigation under this policy.
- 7. Audit and Investigation will evaluate the severity, nature, and risks presented by the complaint and decide:
  - a) to not proceed with the complaint,
  - b) refer the complaint to an informal resolution process, or

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- c) proceed with an investigation under the formal process.
- 8. The decision as to whether or not to proceed with the complaint and, if so, whether to utilize a formal or an informal process shall be made within fifteen (15) business days of receipt of the complaint unless:
  - a) the complaint does not provide enough detail to decide whether to investigate, and more time is required to collect further details from the complainant; or
  - b) more time is required to consult with a third party before a decision as to whether to investigate can be made.

## **Fairness Principles**

- 9. The decisions made by LABC involve discretionary considerations related to the administration of LABC's programs and operations. LABC will conduct investigations and render decisions in accordance with its duty to act fairly. This means that all Contractors whose interests may be adversely affected by a decision will be provided with:
  - a) Notice of the potential decision and disclosure of the reasons or information underlying it;
  - b) An opportunity to respond to the issues or concerns identified;
  - c) An opportunity to be heard by a decision maker who has not predetermined the issue; and
  - d) Reasons explaining the outcome of the decision.

## **Informal Process**

- 10. Where a complaint is referred to the informal process, LABC may use informal resolution methods without conducting an investigation. Where an informal process is chosen, the complaint may be referred to appropriate LABC personnel to communicate with the involved parties and seek a resolution.
- 11. If an informal process is not successful in resolving the matter within ninety (90) days from the date the complaint was received, the complaint will be referred to the formal process unless:
  - a) the Complainant agrees to an extension of time to continue pursuing the informal process,
  - b) LABC determines that the complaint should not be pursued any further based on the screening criteria set out in sections 6 and 7.

## **Formal Process**

- 12. Complaints deemed by LABC to meet the threshold for investigation will be prioritized based on the following considerations:
  - a) Whether the complaint discloses significant harm to a client, such as loss of legal rights, physical, or psychological harm, harassment or discrimination, property loss, or threat to safety and wellbeing.
  - b) Whether the complaint raises issues that could undermine public confidence in LABC or the integrity and confidence in the justice system, including allegations of fraud, systemic abuse, or serious ethical misconduct.

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- c) Whether immediate action is necessary to prevent further harm or loss.
- d) Whether the Respondent has been the subject of previous similar complaints or if the complaint reflects a broader trend or systemic issue.
- e) The nature and gravity of the concern, including potential violations of law, professional standards, or LABC policy.
- f) The availability of sufficient information and the likelihood of timely and effective resolution based on the nature of the issue.

## **Investigation Procedures**

- 13. Where an investigation is warranted, LABC will investigate in a manner that is expeditious, fair and proportionate given the circumstances.
- 14. Without limiting the generality of section 13, LABC may:
  - a) Review relevant documentation, such as contracts, correspondence, and file records;
  - b) Obtain information and records through all lawful means at its disposal;
  - c) Conduct interviews or request further information from witnesses or relevant parties;
  - d) Establish appropriate timelines for responses and submissions; and
  - e) Use investigative techniques as appropriate, based on the nature and complexity of the concern.
- 15. The Respondent will be provided with notice of the investigation and sufficient disclosure to allow a meaningful response.
- 16. The Respondent will be given the opportunity to provide written submissions before the investigation is completed.
- 17. At the conclusion of an investigation, LABC may make findings of fact including whether there has been a breach of this policy or a breach of an applicable Contract.

## **Decision and Outcomes**

- 18. In the event of a breach of this policy or an applicable Contract, LABC may:
  - a) Take no further action;
  - b) Resolve the matter through clarification, recommendations, or guidance;
  - c) Issue a warning;
  - d) Impose conditions on, or temporarily or permanently suspend the Contractor's eligibility to provide future Client Services;
  - e) Recommend that a Contractor's Contract be terminated; and/or
  - f) Take any other remedial action as may be appropriate in the circumstances.

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19. In the event a Contractor's eligibility to provide Client Services is temporarily or permanently suspended, the Contractor may also be required to:
  - a) Report on the status of all open client service matters;
  - b) Complete or transfer open files;
  - c) Submit a final account for all unbilled fees and disbursement incurred to date; and/or
  - d) Return client files or LABC records as directed.
20. The Respondent will be provided with notice of the potential decision and sufficient disclosure of the information underlying it to allow the Contractor to make a meaningful response.
21. The Respondent will be given the opportunity to provide written submissions before a final decision is made. LABC will consider all submissions or materials provided in response with an open mind and without predetermination of the outcome.
22. LABC will not conduct an oral hearing into a matter under this policy.
23. All outcomes will be communicated to the Contractor in writing, with reasons provided subject to privacy and other legal requirements.

## **Complainant Communication**

24. LABC may not be able to provide complainants with any updates, progress reports, or details of the outcomes of any investigation to the due to privacy, confidentiality, legal privilege, or procedural fairness.
25. At a minimum, the complainant will be advised:
  - a) That their complaint was received and reviewed;
  - b) Whether the matter was within scope and whether an investigation has been initiated,
  - c) When the matter was concluded and, to the extent possible, a summary of any findings.

## **Urgent Administrative Suspensions**

26. LABC may impose a temporary suspension of a Contractor's eligibility to provide Client Services prior to the conclusion of an investigation where there is a reasonable basis to believe that continued service delivery poses an immediate or serious risk to:
  - a) Client interest, safety, or legal rights;
  - b) The quality, integrity, or reliability of legal aid services;
  - c) Compliance with applicable laws;
  - d) LABC's operations or public reputation.
27. Temporary suspension under section 26 is a precautionary measure and does not constitute a finding of wrongdoing or breach of policy or contract. The Contractor will be notified in writing of the

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suspension, including the reasons for the action and the expected next steps. The suspension will remain in place only as long as necessary to mitigate the identified risk and allow for appropriate investigation or resolution.

## Reinstatement of Eligibility

28. A Contractor whose eligibility to provide Client Services has been previously suspended pursuant to this policy may apply to Audit and Investigation to have their eligibility reinstated.
29. Applications for reinstatement may not be brought less than 12 months following either a decision to suspend eligibility, or a previous decision on an application for reinstatement.
30. In considering applications for reinstatement, LABC may:
  - a) Conduct inquiries or investigations as appropriate;
  - b) Require the Contractor to demonstrate that the reasons for deactivation have been adequately addressed;
  - c) Require the Contractor to provide a Declaration and/or consent to an updated criminal records check;
  - d) Set timelines for submissions and decisions; and/or
  - e) Impose conditions or restrictions where necessary to mitigate risk.
31. In response to an application for reinstatement, LABC may reactivate the Contractor's eligibility with or without conditions if the issues giving rise to the suspension have been fully or partially resolved.
32. All decisions on applications for reinstatement will be communicated in writing, with reasons provided.

## Reconsiderations

33. The Manager may reconsider a decision or outcome made pursuant to ss.18-23. Reconsiderations will be conducted only where there has been a material change of circumstances or new information that was not available at the time of the investigation.
34. Requests for reconsideration may be made to the Manager within 30 days of the date of the decision being reconsidered and must be accompanied by written submissions setting out the change in circumstances or new information that warrants a reconsideration. A decision on the review will be issued in writing, including reasons. Decisions made under this section are final and not subject to any further review.

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## History

**December 17, 2025: EMC Approved Policy**