

# Criminal Case Management (CCM)

## Part 1: Introduction

The Criminal Case Management (CCM) program governs costly and complex criminal trial defences funded by Legal Aid BC (LABC).

LABC is responsible for ensuring that criminal cases are managed effectively while balancing the priorities related to these cases. CCM must ensure:

- clients facing the most serious, complex and costly criminal cases receive services that meet high standards of quality;
- LABC and counsel are accountable for tariff expenditures;
- expenditures on cases are proportionate to the importance and complexity of the case and in accordance with the appropriate measures of merit;
- LABC has the information to accurately forecast case costs;
- LABC and counsel appropriately manage public funds;
- LABC makes consistent decisions; and
- LABC and counsel follow best practices in case management to encourage efficiency and to benefit all justice system stakeholders.

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## Part 2: Definitions

**Criminal Case Management (CCM):** a program where criminal cases set for more than 20 half days of trial are managed by Legal Aid BC in consultation with defence counsel. Budgets are set in advance and approved by LABC. The level of administration required to effectively manage the case is proportionate to the complexity and cost of the case. Types of cases include, but are not limited to: former Strategic Case Assessment Program (SCAP) cases, enhanced fees, Rowbotham, federal indemnification, or federal prosecution.

**Vice President:** is the Vice President, Legal Advice and Representation, or their designate.

**Enhanced Fees:** fees in excess of the tiered rates normally paid to counsel; the enhanced fee rates are set by LABC in the *LABC Tariffs – General Terms and Conditions* and paid pursuant to the *Enhanced Fees and Exceptional Responsibility Premium Policy*.

**Exceptional Responsibility Premium:** a 15 percent increase in any tiered rates and/or enhanced fees that LABC pays to counsel pursuant to the *Enhanced Fees and Exceptional Responsibility Premium Policy*.

**LABC:** is Legal Aid BC.

**Manager:** is the Manager, Criminal, Immigration and Appeals, or their designate.

**MOU:** the Memorandum of Understanding between the Attorney General and Legal Aid BC setting out (among other things) LABC's funding for criminal cases and exceptional cases, types of criminal cases, terms of indemnity, and the management role of LABC.

**Special Funding Agreement:** the agreement between the Attorney General and LABC where LABC provides legal services on a particular case and the AG reimburses LABC for all fees and disbursements on the case, and pays a fee to LABC for LABC' management of the case.

**Tariff Contract:** the retainer agreement between LABC and tariff lawyers, as modified from time to time by LABC, including the contents of the *LABC Tariffs – General Terms and Conditions*, applicable tariffs, Notices to Counsel and other written instructions that LABC may provide to tariff lawyers directly or through the LABC website.

**Work Plan:** a detailed plan outlining the issues in the case, the amount of time allotted to prepare specific issues, resources to be used to prepare the issues, and the timeframe to complete work on the specific issues in the case.

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## Part 3: General Guidelines

1. Relations between lawyers and LABC as described in the *General Terms and Conditions* section of the *LABC Tariffs* are contractual in nature and apply to all cases funded by LABC. This policy sets out additional terms for cases that are subject to Criminal Case Management (CCM).
2. The contractual relationship between lawyers and LABC recognizes the primary professional relationship between the client and their lawyer as well as the continuing direct relationship between LABC and the client. In matters related to case management LABC deals with the lawyer. In circumstances which call into question the client's confidence in the lawyer or decisions fundamental to the conduct of the defence, LABC may communicate directly with the client.
3. Cases designated by LABC as CCM cases are subject to set standards of quality, accountability, and efficiency as set out in this policy. The amount of scrutiny provided, frequency of billing, and level of case detail required from counsel to effectively manage the case is proportionate to the complexity and cost of the case.
4. The overarching objective in the assessment of case expenditures is to provide fair trials for financially eligible defendants while offering funding that is proportionate to the relative complexity of the case, the risk the client faces, and the expected outcome of the case.
5. LABC shall determine:
  - a. whether a lawyer is qualified to represent a client in a case that is subject to criminal case management, and
  - b. the services that will be funded by LABC.

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## Part 4: Confidentiality

1. As a condition of receiving representation services, clients have expressly waived solicitor-client privilege to permit counsel to share with LABC all information related to the case. LABC is bound to protect solicitor-client privilege on information it receives.
2. LABC may consider confidential or privileged information received in relation to other clients, including clients opposed in interest, in assessing clients for coverage and in assessing budgets in CCM cases. Such consideration of confidential or privileged information does not constitute waiver and does not permit disclosure.
3. In cases where LABC is entitled to case-specific indemnity from either the Province of British Columbia or the Government of Canada, as a condition of continued services paid for by LABC, the client shall provide a waiver of solicitor-client privilege in relation to financial details and a general summary of the services rendered necessary to support recovery under the case-specific indemnity. LABC will seek from either the Province of British Columbia or the Government of Canada protection of confidentiality of such information which restricts use to only the government entity responsible for managing the case-specific indemnity and only for the purposes of managing the indemnity agreement.

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## Part 5: Budget Setting

1. In setting budgets and reviewing work plans, LABC shall assess the necessity and viability of the proposed defence objectives to determine whether a reasonable person of modest means would expend the funds for the work if paying a lawyer privately. Where counsel proposes procedures or defences that appear to have no reasonable prospect of success, or if successful are unlikely to advance the client's case, LABC may refuse to fund such activities as part of the budget.
2. LABC examines the following factors in assessing defence proposals and setting budgets:
  - a. Nature and seriousness of offence, including impact on client;
  - b. Relative case complexity;
  - c. Difficulty in managing a challenging client;
  - d. Number of accused;
  - e. Number of witnesses;
  - f. Number of crown counsel;
  - g. Volume and complexity of disclosure;
  - h. Nature of evidence/legal issues;
  - i. Involvement of experts;
  - j. Length of hearing/trial;
  - k. Charter arguments/novelty of law; and
  - l. Such other factors as LABC may consider.
3. LABC will work with counsel to determine a budget for CCM cases. In cases where it is difficult to set a full budget LABC may:
  - a. set an interim budget to permit counsel to do assessments necessary to set a full budget, and
  - b. require counsel to provide an interim work plan.
4. Counsel has an obligation to inform LABC of any material change to the budget and to provide LABC with any current information regarding the ongoing legal proceedings. In appropriate cases LABC may review budgets and work plans throughout the case to ensure they continue to meet standards set out in this policy. If necessary, LABC may require counsel to provide updated work plan(s).
5. Where counsel believes that more than one lawyer is necessary to meet the demands of the case, the onus is on counsel to show why more than one lawyer is required. LABC determines the composition of defence teams by considering the most efficient use of resources and quality of service for the client, including the proposed role of the different lawyers.

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## Part 6: Effective Case Management

1. Counsel shall bring skill and experience to manage cases efficiently and to work effectively with LABC and the case management process from the initial representation contract to completion of the case, including any post-payment review. Effective case management includes:
  - a. Managing trial resources to best serve the client while recognizing the financial constraints of spending public funds.
  - b. Complying with LABC policies and procedures including, but not limited to:
    - i. responding to LABC inquiries or requests in a timely manner,
    - ii. providing information to LABC in a timely manner,
    - iii. avoiding duplication and unproductive work,
    - iv. cost-effectively allocating time and resources,
    - v. actively reviewing the progress of the case with LABC case management upon request.
  - c. Engaging in meaningful trial planning including, but not limited to:
    - i. preparing and complying with work plans as deemed necessary by LABC,
    - ii. reporting to LABC in a timely way,
    - iii. regularly reviewing the work plan with LABC.
  - d. Complying with CCM billing requirements including, but not limited to:
    - i. regularly billing accounts as directed by LABC and if not specified at least quarterly,
    - ii. coordinating billing with the defense team including co-counsel and/or agent,
    - iii. providing accurate and detailed time records.
2. Counsel shall ensure that they have the capacity and technical infrastructure needed to efficiently manage the case, including the capacity to manage e-billing, ability to comply with the billing and tracking system, and the capacity to manage e-disclosure. Failure to efficiently manage the technical needs of the case may result in a reduced budget.
3. Counsel must comply with LABC's regular requests for trial updates and regular communication with LABC. If any changes occur during the case that are not accounted for in the work plan, counsel must, where feasible, contact LABC to discuss changes before diverting from the work plan and get prior authorization to amend the work plan.
4. Counsel is responsible for ensuring their client is informed of and understands the terms and conditions of LABC criminal case management.
5. Counsel must determine whether they are, or may be, unable to represent their client because of a past, present, or future conflict. If counsel determines that a conflict exists, a conflict is foreseeable, or a conflict arises during the case, they must notify LABC immediately. Failure to immediately notify LABC of a conflict may result in counsel being required to reimburse LABC for any fees paid for work done after counsel acquires knowledge of the conflict. By accepting a

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representation contract, counsel warrants there is no reasonably foreseeable conflict in their doing so.

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## Part 7: Change of Counsel

1. Given the significant costs associated with changes of counsel, LABC will authorize change of counsel requests for CCM cases in limited circumstances. It is expected that counsel and their client will make every effort to maintain a positive working relationship. If a change of counsel is requested, LABC will closely examine the reasons for the request before making a decision. LABC may grant a change of counsel where:
  - a. the client has legitimate concerns about the quality of service being provided by counsel,
  - b. the client-lawyer relationship has completely broken down and cannot be repaired,
  - c. there is a conflict or counsel must withdraw for ethical reasons, and/or
  - d. counsel is incapable to act (e.g., health reasons, career change).



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## Part 8: LABC Decision

1. LABC may refuse to pay counsel for legal fees and disbursements related to legal or other services if they fail to comply with the expectations set out in this policy or in any way fails to meet the principles and objectives of this policy.
2. LABC has the right to determine if counsel has the demonstrated skills and abilities to effectively manage the specific needs of the case. Where counsel demonstrates an inability to protect the client's interest as outlined in the objectives of this policy, the Manager may, in their sole discretion, remove counsel from the case or request that additional counsel join the case to assume the role as lead counsel.
3. The Manager will notify counsel of their decision in writing.

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## Part 9: Review

1. Counsel may request a review of any decision made under this policy, including but not limited to, denial of a proposed budget or work plan, revocation of hours or fees, or removal as defence counsel, by the Vice President within 30 days of being informed of the decision.
2. The Vice President may receive such representations from counsel as they deem appropriate.
3. Unless the Vice President determines that there are valid reasons to consider late review requests, if counsel does not seek a review of the initial decision in writing within 30 days of the decision, the initial decision is final and binding. In considering whether to consider late review requests, the Vice President may take into account operational impacts, including added administrative effort and the impact on the LABC's financial forecasting caused by late requests.
4. After completing a review, the Vice President may confirm or vary the initial decision. The Vice President will notify counsel of their decision in writing. The Vice President's decision is final and binding.

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## History

**Questions to:** Manager, Criminal, Immigration and Appeals

**September 24, 2020:** Updated all references from “LSS” to “LABC”.

**Sep 1, 2018:** Updated job titles.

**September 1, 2016:** Updated terminology and department name.

**April 27, 2015:** Reformatted and updated terminology.

**April 28, 2014** – revised definitions of enhanced fees and exceptional responsibility premium.

**EMC Approved July 24, 2012 – New Policy**

**SEE ALSO:** [LSS Website Tariffs Page for General Terms and Conditions](#)

**SEE [POLICY](#) AND [FORMS](#) PAGES FOR:** Other policies and forms referenced in this document

# Criminal Case Management (CCM)

## Procedure 1: The Case Management Spectrum

1. LABC provides Criminal Case Management (CCM) for any case anticipated to exceed 20 half days of trial. The level of administration required to effectively manage the case is proportionate to the complexity and cost of the case.
2. LABC groups CCM cases into 3 categories (A, B, and C) with an ascending level of case management (see Appendix A). In general, category A cases involve a basic level of management; more active case management applies in category B and C cases and where:
  - a. LABC anticipates a prosecution may result in significant LABC expenditures (this may occur when LABC is funding multiple accused in a single prosecution and/or the case requires a defence team structure),
  - b. LABC staff identify the case as complex and requiring review (examples include cases with large amounts of disclosure, cases with multiple and or complex pre-trial motions), and/or
  - c. the case has been authorized to receive increased hourly fees (e.g., Enhanced Fees and/or the Exceptional Responsibility Premium).

## Procedure 2: Entering into Criminal Case Management

1. In order to meet the objectives of the *Criminal Case Management* program, counsel is expected to notify the Case Management Section as soon as they anticipate that the case will be subject to CCM.
2. Counsel shall notify LABC to request entry into CCM when they identify the following:
  - a. the case will likely require more than 20 half days of trial,
  - b. it will likely take more than 50 hours to review the disclosure,
  - c. there are complex or multiple pre-trial motions, and/or
  - d. the preliminary hearing may take 2 weeks or more.
3. Counsel may request CCM for a case that does not otherwise qualify, if necessary preparation in the case is clearly disproportionate to what is provided under the standard tariff.
4. LABC may direct that a case enter CCM where factors of the case suggest the need for case management.
5. Counsel must bring budget requests to the attention of the Case Management Section as early as possible and in advance of any proceeding, or counsel risks not being fully reimbursed for services rendered. The Case Management Section must receive reasonable notice prior to a proceeding. In limited situations retroactive budgets will be considered if supported by time records. Generally retroactive budgets will not be set.

## Procedure 3: Budget Setting

1. LABC uses established criteria as outlined in the *Criminal Case Management Policy* to determine merit of cases and set a specific budget.

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2. To initiate the CCM budget process, counsel is required to submit a completed CCM Questionnaire (formally SCAP Questionnaire), available on the LABC website and attached as Appendix C, to the Case Management Section. Time spent completing this form will be taken into account in setting budgets.
3. Once the CCM Questionnaire is reviewed and approved, LABC will work with counsel to determine a budget for CCM cases.
4. CCM cases are paid on an hourly tariff (not a block tariff) at standard tiered tariff rates according to agreed upon hours authorized by LABC. Enhanced fees and/or an exceptional responsibility premium may be requested by counsel and are subject to approval by LABC (as set out in the *Enhanced Fees and Exceptional Responsibility Premium Policy*).
5. Once a CCM Questionnaire is received, LABC may arrange a budget conference call with counsel and a case management lawyer. The purpose of the call is to review the issues in the case, the amount of hours counsel requires to prepare the case, any disbursements required, and to set a work plan and budget.
6. In cases where it is difficult to set a full budget, LABC may set an interim budget subject to review and require counsel to provide an interim work plan.
7. LABC will confirm a budget in writing. The budget authorizes a set number of hours, which may include preparation time for specific tasks and authorizations for specific disbursements. Counsel can also bill for time spent for actual court attendance. The budget may take a staged approach providing specific tasks with specific time lines and dedicated budget.
8. LABC will review budgets and work plans throughout the case to ensure they continue to meet standards set out in the Policy. Periodically, LABC may require counsel to provide updated work plan(s).

## Procedure 4: Case Planning

1. Upon acceptance into CCM, counsel receives documentation which outlines details of the retainer and expectations for case management. Counsel acting as defence for Category C cases must also sign the *Defence Lawyer Agreement* (attached as Appendix B) that sets out enhanced criteria and expectations for case management.
2. Counsel is expected to allocate hours within a set budget and submit a work plan to the Case Management Section. The work plan outlines:
  - a. the issues in the case,
  - b. the amount of time allotted to prepare specific issues,
  - c. resources to be used to prepare the case, and
  - d. the timeframe to complete work on the specific issues in the case.
3. LABC may request regular trial updates and communication with LABC. If any changes occur

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during the case that are not accounted for in the work plan, as soon as practicable and before diverting from the work plan, counsel must contact LABC to discuss changes and get prior approval for an amended trial plan.

## Procedure 5: Composition of Defence Team

1. Requests for defence teams are granted in limited circumstances. Based on the circumstances of the case, LABC will consider funding requests for co-counsel, students, paralegals or junior associates to assist with the case. Considerations include:
  - a. the scope of disclosure,
  - b. the complexity of the proceedings,
  - c. whether expertise is needed to deal with a specific issue,
  - d. the duration of the case and counsel's ability to assign resources over the duration, and
  - e. the cost-effective use of alternative resources to meet the needs of the case.
2. Where more than one defence lawyer has received a representation contract, LABC will designate one lawyer to act as lead counsel for consultation and communication with LABC.
3. Lead counsel is responsible for ensuring that the defence team adheres to the expectations of counsel outlined in the Policy and to ensure resources are used cost-effectively to advance the interests of the client.
4. LABC may require lead counsel to review accounts and time records of the other defence lawyers to ensure the services meet the needs of the case.
5. Lead counsel, in consultation with LABC and with LABC's prior approval, may change the structure of the defence team to meet the needs of the case.

## Procedure 6: Billing

1. Counsel is required to provide regular accounts to LABC on a quarterly basis, unless otherwise specified. If in any given quarter no billable services are provided, counsel must submit a null account. LABC may deduct up to 10% from accounts not submitted within 15 days of the last day of the quarter.
2. If applicable, counsel shall coordinate billing with the defence team including co-counsel and/or agent.
3. Counsel shall maintain time records to track time spent on preparation and court attendance on all cases. LABC may request time records in a form satisfactory to LABC at any time to verify accounts. Failure to produce time records within 30 days of LABC's request could result in refusal of payment or one or more negative accounts (deduction from a future payment).
4. All guidelines relating to disbursements in the LABC *Tariffs* apply to counsel, except where special agreement has been made regarding travel. LABC will not reimburse counsel for

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disbursements that were not pre-authorized except where the *Disbursements Tariff* states that pre-authorization is not required.

## Procedure 7: Audit and Investigation

1. As a result of the size and scope of cases under Criminal Case Management, LABC's Audit and Investigation Department will routinely audit a selection of CCM cases.
2. All guidelines relating to post-payment reviews in the LABC *Tariffs* apply to counsel, and counsel is expected to cooperate with LABC through any auditing process.

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## Appendix A: Categories of Case Management

### The Case Management Spectrum

Type	Anticipated Budget & Funding	Administrative Process
<b>CATEGORY A</b>	<p>Cases where the budget is anticipated to be under \$75,000 but the case will exceed 20 half days of trial</p> <p>As the budget reaches \$50,000-\$75,000, LABC begins monitoring as a potential Category B case</p> <p><i>Does not include court-ordered cases</i></p>	CCM billing processes and all tariff contract obligations. Where determined by LABC, cases may be subject to additional oversight and review processes outlined in the CCM policy and procedures.
<b>CATEGORY B</b>	<p><b>Exceptional case fund – Cases where the budget is anticipated to be from \$75,000-\$175,000</b></p>	CCM billing processes, all tariff contract obligations. Where determined by LABC, cases may be subject to additional oversight and review processes outlined in the CCM policy and procedures.
<b>CATEGORY C</b>	<p><b>Special Funding Agreement – Cases where the budget is anticipated to be over \$175,000 or where Enhanced Fees or Exceptional Responsibility Premium are approved</b></p>	CCM billing processes, all tariff contract obligations, <i>Defence Lawyer Agreement</i> , and subject to more active administrative oversight and review processes.



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## Appendix B: Defence Lawyer Agreement

This AGREEMENT is dated for reference <Use effective date of agreement/date of contract>

BETWEEN:

**THE LEGAL SERVICES SOCIETY** (the “Society”)

AND:

**<Name of Defence Lawyer>**

NOTE: This agreement is subject to restrictions on disclosure. Please review the provisions dealing with confidentiality.

**WHEREAS:**

- A. The Attorney General of British Columbia, (the Attorney General), has agreed into enter a Special Funding Agreement with the Legal Services Society pursuant to which the Society will provide Legal Aid Services in the case of Regina v. <Name of Client>, BC Supreme Court file # < > Vancouver Registry, pursuant to the Memorandum of Understanding between the Attorney General and the Society; and
- B. The aforesaid Special Funding Agreement contemplates the Society entering at an agreement with the Defence Lawyer(s) for <name of client>, setting out terms and conditions for the retainer of the said Defence Lawyer(s) consistent with the Society’s obligations in the Special Funding Agreement.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. In this Agreement, unless the context otherwise requires, the following definitions will apply:
  - a. “Accused Person” means <name of client>.
  - b. “Defence Lawyer(s) means the lawyer(s) authorized by the Society to provide Services to the Accused Person in the Proceedings;
  - c. “Defence Lawyer Agreement” means this Agreement between the Defence Lawyer(s) and the Society.
  - d. Fees means legal fees based on the Legal Fee Rate;
  - e. “Legal Fee Rate” for <name of lawyer> means the hourly rate of <amount>
  - f. “Proceedings” means the criminal proceedings against the Accused Person referred to in the preamble to this agreement.

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- g. “Services” means all the legal services rendered by the Defence Lawyer(s) relating to the defence of the Accused Person in the Proceedings, rendered during the Term;
- h. “Statement of Account” means an itemized statement which describes the Services rendered and the Fees and disbursements payable by the Society to the Defence Lawyers pursuant to the terms of the Defence Lawyer Agreement.
- i. “Term” means the period commencing on <effective date / date of contract> and ending on the earlier of
  - i. The date of the completion of the trial in the Proceedings, whether due to acquittal, sentencing, stay of proceedings or abatement, or
  - ii. The date this Agreement is terminated pursuant to paragraphs, 20, 25, 26 or 27 of this agreement.
  - iii. For greater clarity, this Agreement applies to any proceedings which result from severance of accused or of counts but does not apply to any appeal proceedings.

## BUDGETS

2. The Society will set budgets to enable the Defence Lawyer(s) to provide services to the Accused Person.
3. Such budgets will be set by applying the principles of the Society’s Strategic Case Assessment Program and in a manner that is consistent with the Society’s General Terms and Conditions of the Tariff save and except where such is inconsistent with specific provisions of this Agreement.
4. In setting budgets, the Society will be guided by its determination of what is reasonably required to protect the interests of the Accused Person and by the Society’s statutory obligation as set out in s. 11 of the Legal Services Society Act SBC 2002, Chapter 30. In particular the Society will apply the principle in s. 11(4) of the said Act which provides that the extent to which legal aid may be provided to any legal problem is not to exceed the extent of legal and other services that a reasonable person of modest means would employ to resolve the problem.
5. The Society will continue to review and revise budgets throughout the term to ensure it continues to meet the standards set out in paragraph 3 and 4 of this Agreement. In doing so, the Society may from time to time, require the Defence Lawyers to provide the Society with a trial plan and updates to such plan.
6. The Defence Lawyer(s) shall provide accounts to the Society, not less than once per month, and such accounts shall be due no later than the 10th day of the month following the provision of the services. If no billable services have been provided by the Defence Lawyer during the Term, the Defence Lawyer shall notify the Society in writing not less than 10 days after the last day in

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the month in which no services were provided. Failure to provide accounts to the Society in accordance with this term of the Agreement will result in a reduction in the Defence Lawyer's fee account of up to 10 percent (10%).

7. The Defence Lawyer(s) shall provide time sheets to support accounts in sufficient detail to enable the Society to meet its obligations to the Attorney General; and in particular to determine that:
  - a. Each Statement of Account provided to the Society by the Defence Lawyer(s) certifies work actually performed by the Defence Lawyer based on the Legal Fee Rate and complies with the following criteria:
    - i. The Services provided by the Defence Lawyer(s) were reasonably necessary to protect the Accused Person's interests;
    - ii. The Disbursements incurred by the Defence Lawyer(s) on behalf of the Accused Person were reasonably necessary to protect the Accused Person's interests;
    - iii. The Defence Lawyer(s) allocated time and resources in a cost-effective manner;
    - iv. The Defence Lawyer(s) avoided duplication and unproductive work;
    - v. The Defence Lawyer(s) acted in accordance with any trial plan or budget required by the Society; and
    - vi. The Defence Lawyer(s) conducted the defence of the Accused Person in a manner that respects the principle of accountability of public funds.
8. If a Statement of Account complies with the criteria set out in paragraphs 6 and 7 of this Agreement, the Society shall pay the Defence Lawyer(s)'s account.
9. If a Statement of Account does not comply with the criteria set out in paragraphs 6 and 7 of this Agreement, the Society will adjust the statement of account such that it complies with these criteria.
10. All provisions relating to disbursements set out in the Society's Guide to Legal Aid Tariffs apply, save and except where special agreement has been made respecting travel (including accommodation and meals) and/or disbursements. The Society shall have no obligation to reimburse Defence Lawyer(s) for disbursements which have not been pre-authorized except where the Guide to Legal Aid Tariffs expressly states pre-authorization is not required.
11. The Defence Lawyer(s) shall co-operate in providing information required by the Society to enable it to make accurate case cost projections for future services.

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## TEAM STRUCTURE

12. Where more than one Defence Lawyer has received a representation contract, the Defence Lawyers and the Society shall agree to designate one Defence Lawyer as Lead Counsel.
13. Lead Counsel for the Accused Person is <name of lead lawyer of the team>.
14. Lead Counsel shall be accountable to the Society for the work of the entire defence team for the Accused Person. In particular, the lead counsel shall direct other Defence Lawyers as to services to be performed and to ensure cost effective resources are used to advance the interests of the Accused Person.
15. The Society may require the lead counsel to review accounts and time records of other Defence Lawyers to ensure the services meet the needs of the case.
16. The Lead counsel in consultation with the Society and only with the Society's prior approval may change the defence team structures to meet the needs of the case.
17. Where members of the defence team are unable to agree on how to protect the interests of the Accused Person, or there is a conflict in the Accused Person's instructions regarding the conduct of the defence or choice of counsel, Lead Counsel shall notify the Society forthwith.

## ACCUSED PERSON AGREEMENT

18. It shall be a condition precedent of this Agreement that the Defence Lawyer(s) be instructed by the Accused Person that the Accused Person consents to enter into an agreement with the Society in the form set out in Appendix 1 to this Agreement. The Defence Lawyer(s) shall advise the Accused Person that consent to the terms set out in Appendix 1 is a precondition to funding under this Agreement. The Defence Lawyer(s) shall endeavor to have the Accused Person sign Appendix 1 and deliver the signed document to the Society.

## CONFLICTS AND DUE DILLIGENCE

19. It shall be a condition precedent to this Agreement that the Defence Lawyer shall determine whether he or she is, or may be, barred from representing the Accused Person by reason of a past, present or future conflict.
20. By executing this Agreement, the Defence Lawyer warrants and represents that he or she has exercised due diligence, and will continue to exercise due diligence throughout the Proceeding. In determining whether a conflict exists which may bar the Defence Lawyer from representing the Accused, and further, the Defence Lawyer shall notify the Society forthwith in the event that a conflict arises during the conduct of the Proceedings. Failure to notify the Society of a conflict shall be deemed to be a repudiation of this Agreement and will terminate any obligations the Society may have to the Defence Lawyer under the terms of this Agreement.

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## CONFIDENTIALITY

21. The parties will not disclose to anyone outside the team representing the Accused the terms of this Agreement, including the amounts payable or paid under this Agreement except to the Justice Services Branch of the Ministry of the Attorney General and except as required by court order or as required by applicable law, including the *Freedom of Information and Protection of Privacy Act*, but in no event will the parties consent to such disclosure.
22. Defence Lawyer(s) will ensure that anyone acting for the team representing the Accused Person understands and will comply with the provisions of this agreement concerning confidentiality.
23. The parties will not consent to any requests to introduce evidence of this Agreement into any other legal proceeding.

## DISPUTE RESOLUTION

24. In the event of a dispute between the parties regarding the interpretation of operation of this Agreement or the obligations of the parties under it, the parties commit, time permitting, to the following procedure:
  - a. The parties will 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;
  - b. The parties will attempt in good faith to resolve the dispute through direct negotiation prior to resorting to any form of litigation.

## TERMINATION

25. The Society may terminate this Agreement immediately in the event that the Defence Lawyer ceases to be a member of The Law Society of British Columbia in good standing, or in the event the Defence Lawyer ceases to be eligible for a representation contract from the Society under the Society's Contract Eligibility policy.
26. The Society's obligations herein are contingent on the Attorney General providing indemnification and other funding in accordance with the Special Funding Agreement
27. In the event of an unscheduled or unexpected termination of the case (collapse) extra fees will be considered under the Strategic Case Assessment Program recognizing as a factor some reasonable time for counsel to return to their practice.

## NOTICE

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28. Notice will be deemed to be given if mailed by the party by prepaid registered mail in Canada or delivered to the address of the other party as follows:

a. If to the Defence Lawyer at:

<name and address of lawyer>

b. If to the Society, at:

Legal Aid BC  
400 – 510 Burrard Street  
Vancouver, BC V6C 3A8  
Attention: Brent Bagnall, Managing Lawyer, Large Criminal Cases

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 on the day of delivery, if delivered, and 7 days after the date of mailing, if mailed, except in the case of mail interruption in which case actual receipt is required.

DEFENCE LAWYER BY:

SIGNED ON BEHALF OF THE LEGAL AID  
BC BY:

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<name of lawyer>

# Criminal Case Management (CCM)

## Appendix C: CCM Questionnaire (formerly SCAP Questionnaire)

Criminal Case Management (CCM) policy and procedures apply to all cases that:

- are complex enough to warrant more than 20 half days of court,
- require preparation time of more than 75 hours, or
- have otherwise been approved for case management.

The new CCM questionnaire is now available. Completion of the questionnaire will be critical to effective case management. The questionnaire sets out all of the relevant facts and legal issues identified by counsel so that LABC can establish a budget.

If needed, an interim budget may be set prior to consideration of the disclosure. After a review of the disclosure, counsel can then complete a more meaningful CCM questionnaire for consideration by LABC.

Once the initial budget has been set, counsel will be required to communicate regularly with LABC and provide updates on case proceedings, as needed. Open communication will be a cornerstone of effective case management.

LABC's ongoing involvement with large cases highlights the need to have policies that define how we meet the needs of these cases while providing public accountability.

Please see the current Criminal Case Management Questionnaire which is located in the Resources – Forms section of the Lawyer Portal.