

## **5.1 Tariffs and Fees**

An LRCY appointed lawyer may claim the following eligible LRCY tariffs and fees

(see Appendix 1: A and B):

- i. **SRV01 – SRV07**, Legal Services and Related Costs – based on a pre-set hourly rate for lawyers and related costs. There is a 30 hour maximum for non-court time which may be extended with the approval of the LRCY Manager.
- ii. **ESS01 – ESS04**, Expert and Support Services – reimbursement of specialists' costs to a maximum.
- iii. **ADM01 – ADM05 and ADM50**, Administration Costs – LRCY appointment specific administration costs.
- iv. **TRV01 – TRV16**, Travel – allowances and eligible travel costs within and between communities and LRCY regions.
- v. **MAA01R – MAA02P**, Meals and Accommodations – reasonable costs for food and lodgings while on authorized LRCY business (see Appendix 1: A and B).

### **5.1.1 Payment to Lawyers for Services Rendered**

LRCY makes payments to lawyers based on a self-assessing and professional conduct model. A single, fixed, hourly rate is used in all standard appointments for the life of the appointment, unless revised as part of a general update of LRCY tariffs and fees.

### **5.1.2 Per Diem Claims and Overlapping Charges**

To reduce the administrative effort involved in small cost items, per diems have been established for several eligible costs. Per diem costs are date specific and therefore must not overlap equivalent detailed charges for the same day.

### **5.1.3 Block Maximums**

Detailed control over some services has been removed and replaced with block funding maximums. One implementation of this approach is found in the Expert and Support Services (**ESS**) section where a maximum has been established for the section. Lawyers may also choose to use the block funding maximum for administration charges (**ADM50**). (see Appendix 1: Table A)

### **5.1.4 Receipted and Non-receipted Chargeable Items**

The lawyer must provide original receipts or supporting documentation for all eligible expenses and costs unless claiming a per diem item. The receipts must clearly show the cost, exclusive of GST. With telephone bills, fax and courier logs/invoices, if the costs are not exclusive to the work performed for LRCY, copies of receipts are acceptable.

### **5.1.5 Concurrent Cases**

If the lawyer incurs costs related to multiple LRCY appointments, the lawyer may claim the amount against one appointment. This removes the administrative burden on lawyers to allocate this cost across multiple appointments. LRCY prefers that the cost is invoiced on the appointment that the lawyer expects to conclude first. (See Appendix 1: Tables A & B)

### **5.1.6 Special Costs at the Discretion of the LRCY Manager**

In rare circumstances, unique appointment needs and related costs may arise. The LRCY Manager retains full authority and discretion to review and approve or reject exceptional charges to the billing and payment processes defined in this document.

### **5.1.7 GST**

The Government of Alberta is GST exempt. Invoices must exclude all GST amounts.

## **5.1.8 Legal Services and Related Costs**

### **5.1.8.1 Lawyer Fees**

The LRCY appointed lawyer is paid an hourly fee as defined in the *LRCY Tariffs and Fees* (Appendix 1: Table A). Legal services are to be delivered solely by the appointed lawyer unless prior arrangements have been made with LRCY. An exception may be made in the case of a short-term illness or an unavoidable absence that does not impact the quality of service to the child or youth.

Eligible legal services claims include:

- i. Interviews and phone calls with client including debriefing upon completion of court matter, **SRV01**
- ii. Reviewing documents, **SRV01**
- iii. Negotiations and correspondence, **SRV01**
- iv. Legal research, **SRV01**
- v. Attendance in court or appeal panel, **SRV02**
- vi. Concluding matters, **SRV01**
- vii. Court preparation, **SRV01**

### **5.1.8.2 Court Delays (SRV05)**

If a court delay occurs and the lawyer is required to remain at the court, the lawyer may claim up to 2 hours of his time, per occurrence. During this 2 hour period, billing for other LRCY business is not allowed. Time claimed due to court delays is excluded from the lawyer's maximum of 30 hours non-court time per appointment.

### **5.1.8.3 Adjudgments**

If the appointed lawyer requests an adjournment for personal reasons or because of his own scheduling conflicts (whether in person or through an agent), the court time and related costs associated with the adjournment (e.g. travel per diem) are not eligible for payment.

If an adjournment is required for reasons beyond the lawyer's control (whether an agent is utilized or not) court time and related costs are eligible for payment.

### **5.1.8.4 Additional Non-Court Hours**

If the appointed lawyer is of the opinion that additional non-court hours (beyond the 30 hour maximum) are required, the lawyer should make a written request to the LRCY specifying:

- i. number of additional hours being requested;
- ii. breakdown of why additional hours are required.

Approval of additional non-court hours is at the discretion of the LRCY Manager or delegate.

### **5.1.9 Expert and Support Services (ESS01 – ESS04)**

Special third party services are eligible for reimbursement at cost for psychologists, interpreters, or other necessary specialists up to a maximum cumulative amount per appointment. Limits on the hourly payment for these services have been set by LRCY. Reimbursement for travel costs related to expert and support services personnel must be pre-approved by LRCY (Appendix 1: Table A). Payment for these services requires original receipts and is reimbursed at cost through the routine lawyer billing process.

#### **5.1.10 Administrative Costs (ADM50, ADM01 – ADM05)**

Administrative costs directly related to the delivery of LRCY appointments are eligible for reimbursement, including:

- i. Miscellaneous costs: unique administrative costs directly related to the LRCY appointment but not specifically covered by the remaining categories
- ii. Photocopy services (see Appendix 1: Table A)
- iii. Courier services
- iv. Long distance charges
- v. Pleadings records
- vi. Transcripts provided to experts
- vii. Undertakings

#### **5.1.11 Travel (TRV01 – TRV11)**

Travel costs are categorized as:

- i. **In-Town Travel** is intra-community travel where the lawyer is traveling from their base of operations to meet an LRCY appointment obligation and the distance is 35 kilometers or less.
- ii. **Out-of-Town Travel** is inter-community travel where the lawyer is traveling from their base of operations to meet an LRCY appointment obligation and the distance is more than 35 kilometers.

**When on out-of-town travel status, a lawyer may be eligible to claim other costs such as meals, accommodations, and airfare.**

##### **5.1.11.1 Travel – In-Town**

Eligible claims for travel and associated costs within the community are based on one of the following options:

- i. payment at a per diem rate for court appearances and client visits (includes vehicle, time, parking) (**TRV50**);
- ii. vehicle costs based on logged kilometers, reimbursed at a pre-set rate, per kilometer (**court - TRV05, client - TRV06**);
- iii. parking with receipts (**TRV07**) and without receipts (**TRV08**);
- iv. taxi to a pre-set maximum and other local travel (**TRV09**) e.g. light rail transit;
- v. lawyer travel time based on logged kilometers, reimbursed at a pre-set rate (**court – TRV15, client – TRV16**).

**Itemized detailed travel claims (e.g. logged kilometers, parking costs) and per diem claims are not permitted on the same day.**

#### **5.1.11.2 Travel – Out-of-Town**

Eligible claims for travel and associated costs from community to community are based on these considerations. LRCY recognizes that securing lawyers to provide service in remote areas is an on-going challenge. To minimize the impact of this, the out-of-town travel reimbursement limits for selected LRCY regions have been removed or adjusted. This provides LRCY the flexibility to pay full travel distance and time costs from a lawyer's base of operations to the remote destination (see Appendix 1: Table B).

#### **5.1.11.3 Travel Reimbursement**

Lawyers may claim costs for travel between their base of operations and the destination community up to the maximums defined for each (destination) LRCY Region. Lawyers are expected to consider cost effectiveness when choosing a mode of transport (e.g. vehicle rental and associated costs are often more cost efficient than vehicle kilometers costs when traveling over 100 kms). Out-of-town travel claims preclude any and all local travel claims

for the same day except for related costs to and/or from airport locations (such as receipted airport parking or taxi/rental vehicle costs).

#### **5.1.11.4 Travel Reimbursement - Special Cases**

Occasionally LRCY may experience a situation for which it will waive the limits for out-of-town travel. For instructions on calculating this type of claim, refer to Appendix 7 and treat the LRCY region maximum as “OPEN” (see Appendix 1: Table B). Some of the situations when LRCY may waive the limit on kilometers reimbursed are as follows:

- i. a child or youth is in a region where kilometer limits are more restrictive than the LRCY region in which the court or appeal panel is located. In this situation, LRCY may waive the maximum kilometer limits for the region in which the child or youth is located when calculating out-of-town travel amounts;
- ii. if a lawyer cannot be found for a matter using the regular roster and LRCY must use its extended list of lawyers (i.e., lawyers willing to consider appointments from areas outside of their identified location of service), LRCY will waive existing out-of-town travel reimbursement limits for the appointment;
- iii. if a community within a region is under-represented by lawyers or the out-of-town travel reimbursement limit is too restrictive, LRCY may waive or alter the limit depending on the nature of the case.

#### **5.1.11.5 Travel – Public Transportation**

Lawyers require pre-approval from the LRCY Manager or delegate for public transportation costs only if the cost exceeds the vehicle costs by kilometers (e.g. airfare, Greyhound, etc.). (see Appendix 1: Tables A & B)

#### **5.1.11.6 Airport Wait Time**

When a lawyer is approved for air travel and the plane is delayed, the lawyer may claim up to 2 hours of his time at a rate of \$50.00 per hour or until the flight is cancelled whichever occurs first. During this 2 hour period, billing for other LRCY business is not allowed. Time claimed due to flight delays/cancellations is excluded from the lawyer's maximum of 30 hours non-court time per appointment. If the lawyer misses the scheduled flight and is required to wait for the next available one, he is not eligible to claim for airport wait time.

#### **5.1.11.7 Travel – Car Rentals (TRV11)**

Reimbursements of vehicle rental costs (fees, insurance and/or gas with receipts) are eligible only if the costs do not exceed the vehicle costs by kilometers. Lawyers only require pre-approval from the LRCY Manager or delegate for vehicle rental costs that exceed the vehicle costs by kilometers. Vehicle rental costs are also eligible for reimbursement without prior approval if:

- there are no travel maximums in effect;
- the lawyer has taken a flight (with approval, if required) for a portion of the trip.

#### **5.1.11.8 Travel Time**

Lawyers are eligible for travel time based on kilometers traveled regardless of the mode of transportation used. Travel time is subject to reimbursement maximums set by LRCY. (**TRV03, TRV04, TRV15, TRV16**)

## **5.1.12 Meals and Accommodations (MAA01R – MAA02P)**

### **5.1.12.1 Meals**

Claims for meals apply to lawyers who are on out-of-town travel status and have three hours of continuous LRCY related work and/or travel duration.

When meal allowances are permitted, the lawyer may claim (with original receipts) a reasonable cost for meals, excluding GST, and a maximum 15% gratuity. Without receipts, the lawyer may claim the per diem amounts specified in Appendix 1: Table A. These amounts include gratuity. All meal claims exclude the cost of alcoholic beverages.

Meals provided in the cost of airfare may not be claimed. However, when a flight that provides a meal is delayed, a lawyer may purchase a meal and make a claim, as above (Appendix 1: Table A). The time the delayed flight actually departs determines if a meal can be claimed.

For both receipted and per diem meal claims, the claimant must have been away from her normal base of operations due to LRCY business.

If the lawyer and their child or youth client are continuing discussions over the period of a meal, the lawyer may submit a claim for the cost of the child or youth's meal, with original receipts, regardless of the lawyer's travel status.

### **5.1.12.2 Accommodations**

Commercial or private accommodation costs may be eligible when on out-of-town travel status.

Accommodation claims are reimbursed based on the following considerations:

- i. actual and reasonable expenses for pre-approved moderate commercial accommodations (**MAA02**);
- ii. **Private Accommodations** - private non-commercial residences at a set maximum rate per night. Receipts and prior approval by the LRCY Manager is not required (**MAA02P**);
- iii. duration of the stay is reasonable based on the delivered services and related factors (e.g. second LRCY appointment in the vicinity).

## **5.2 Invoicing and Payment for Services**

### **5.2.1 Vendor Set Up**

Each appointed lawyer is required to be set up as a LRCY vendor on the Government of Alberta's accounts payable system. Upon a lawyer's acceptance of her initial appointment, the lawyer is provided a *LRCY Account Set Up form* and asked to complete and return it to LRCY.

### **5.2.2 Submission of Account Information**

Typically, invoices are processed on a regular monthly cycle utilizing the Government of Alberta payment process. This process includes monthly billing for prior services and costs as well as a stringent fiscal year-end process that occurs March 31, the government's fiscal year end.

Appointed lawyers must ensure that all work performed up to and including March 31<sup>st</sup> is on a separate invoice from post March 31 work and invoiced by April 15<sup>th</sup>.

Frequent billing (e.g. monthly) is encouraged. An invoice must indicate whether it is an interim or a final billing. Invoices must be appointment specific. The use of a single appointment per invoice, and submitting claims in a timely fashion, will improve the payment turnaround time by avoiding delays due to completion and verification problems.

### **5.2.3 Invoicing for Incomplete Appointments**

If an appointment is terminated prior to the conclusion of the matter, payment for services rendered may be negotiated based on services provided to date.

### **5.2.4 Payment Schedule and Interest**

The Government of Alberta makes payments by cheque and direct deposit. Payments are typically made within 45 days from receipt of the invoice. Issues arising regarding the accuracy, completeness, and/or acceptability of the invoiced amounts may result in delays in the payment process. Treasury Board Directive 04-85 documents the conditions related to interest on overdue accounts.

### **5.2.5 Account Corrections and Final Invoice**

The lawyer is to clearly identify on the last invoice that no further billing will be made against the appointment. Corrections to the final invoice may be submitted to LRCY within 60 days of the invoice date or 30 days after the payment date, whichever is later. Should a lawyer detect errors after this date, revisions will be made only with special approval of the LRCY Manager.

Account corrections are to be addressed in a timely fashion by communicating the nature and reason for the change to LRCY as soon as it becomes known.

### **5.2.6 Audit of Claims and Review of Material**

LRCY reserves the right and discretion to obtain supporting information or justification regarding invoiced amounts from appointed lawyers for a period of 12 months following receipt of the final invoice for the appointment.

### **5.2.7 Retention of Appointment Information**

The appointed lawyer shall retain, and make available on request from LRCY, any or all information about a specified appointment for a period of one year after the

submission of charges marked 'final invoice' by the lawyer. This includes receipts held by the lawyer related to claims made (e.g. **ADM50** tariff code).

### **5.2.8 LRCY Withholding Payment for Services Rendered**

Payment for services rendered will not be made until a signed copy of the appointment letter is received.

### **5.2.9 Invoice and Status Reporting Requirements**

#### **5.2.9.1 General**

All charges must be supported with original receipts and/or documentation.

Invoices and status reporting must be submitted within 3 months of the appointment concluding and/or within 2 weeks following the LRCY fiscal year end (March 31).

#### **5.2.9.2 Invoice Reporting Requirements**

A sample invoice and status reporting format is provided in Appendix 7 and may assist when preparing an invoice. LRCY requires the following information in order to process an invoice:

##### **i. Heading information**

- LRCY appointment number
- Name of the lawyer providing services and location of practice
- Name of payee
- Invoice date
- Period being invoiced (from/to dates)
- Final or interim billing

##### **ii. Tariffs and Fees Claim**

- Coding for Tariffs and Fees as per Appendix 1
- Date(s) of services provided and costs incurred

- Location(s) for travel
- Nature of service (e.g. telephone call to Director's counsel)
- Allowance, per diem, documented or receipted amounts
- Party receiving benefit (e.g. child's meal)

Charges claimed are to be accurate and reasonable. For situations where the claim is considered unique or unusual, LRCY may request clarification and/or supporting justification for the charges. Unreasonable claims will be refused by LRCY.

Failure of the submitting lawyer to meet any or all of the invoicing requirements may result in refusal or delay of payment by LRCY.

### **5.2.9.3 Case Status Reporting Requirements**

Information regarding the status of a case is required for the purposes of:

- Providing LRCY with a record for determining whether the terms of the appointment are being met or have been met
- Evaluating whether the appointed lawyer has met the LRCY service standards for legal representation

Case status reporting may be incorporated within an invoice or provided in a covering letter accompanying an invoice. The following information must be reported:

- i. All face-to-face meetings with children and youth
- ii. Any information gathering activities undertaken by the appointed lawyer; (e.g. request to Director for disclosure)
- iii. Whether the appointed lawyer has indicated to the court the child or youth's views and preferences

Failure of the submitting lawyer to provide the required information may result in the suspension or removal of the lawyer from the roster.