

Law Society of Alberta

When Bad Things Happen to Good Lawyers

A Contingency Planning Handbook, 2nd ed.

January 2019



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Thinking About the Unthinkable

This handbook has been written to help you think about the unthinkable.

The unthinkable are the accidents, illnesses and deaths that we encounter in our lives. When a lawyer who hasn't planned for these emergencies has one, their practice and reputation suffer along with their clients, staff and family.

Every lawyer, whether working as a sole practitioner or in a firm, as a sole proprietor or through a professional corporation, needs to

consider the impact should any of these things happen without proper planning.

This handbook was prepared to help you protect your clients' interests as well as the value of your practice. We hope it also helps those who are called upon to manage or wind down your practice when you are unable to do so yourself.

Len Polsky
Manager, Practice Management
January 2019

A Word of Caution

This handbook outlines various steps for lawyers to take and is not intended to replace your professional judgment. Nor will any arrangements you make supersede the *Legal Profession Act*, *Code of Conduct*, or the Law Society of Alberta's ability to step in to protect the public interest should the need arise.

Links included in this handbook are current as of the date of publication.

Step Away From That Practice

Your law practice may have to be closed, permanently or temporarily, completely or partially, if you:

- Burnout and need a break.
- Are physically or mentally unable to practice law.
- Encounter problems with drug or alcohol addiction.
- Have money problems.
- Move to another province.
- Sell part of your practice.

- Leave private practice.
- Retire.
- Are disbarred or suspended.
- Die.

When you step away, there may be hundreds of communications needed with clients, opposing counsel and courts. Your staff will be worried about their next pay cheques. You need to take steps now to reassure and retain them then. Your bank, the Law Society, landlord and accountant will have to be contacted. Your files will have to be reviewed immediately for closing dates and limitation deadlines.

Why Plan Ahead?

Only a lawyer can deal with client files and trust accounts. The plans you put in place now will remove a lot of the confusion and stress that your personal and business partners will experience should something happen to you.

By planning, you can choose who will look after your practice rather than leaving it to chance or the courts to decide.

By anticipating what will happen if you are suddenly unable to practice, you will reduce complaints and insurance claims.

Planning protects the goodwill of your practice along with your clients' interests.

What Happens if You Don't Plan?

Failing to plan is planning to fail.

Your family may find itself without financial support while your practice is wound down or sold.

Staff and suppliers may be left unpaid and you will erode the goodwill attached to your practice.

With no one to manage your practice, the Law Society may have to seek a court-appointed custodian to protect your clients.

Appointing a custodian can create a negative perception that can affect the value of your practice. A custodian may protect its value but won't maximize it.

Custodianships are extremely costly. Since they are paid by your practice, this can further reduce its value and create additional debt for you or your estate.

Custodianships are Expensive & Time-Consuming

Average cost: \$92,867/custodianship

Average time in custodianship: 4 years, 21 days.

*2017 figures

If you are suddenly unable to practice or sign cheques, money in trust will remain frozen until a court authorizes access. This applies to retainers, settlement funds and any other money you hold on your clients' behalf. Those clients may need that money to retain a new lawyer or close the transaction you were handling for them. The absence of a proper signing officer may significantly compromise their interests.

Who Will Do the Work?

If you are mentally and physically capable and available, you.

Your executor or personal representative.

A court-appointed custodian.

Another lawyer with whom you make prior arrangements.

Your clients may retain other lawyers when they can't reach you.

A purchaser of your practice.

Where to Start

A good plan has three key elements:

1. A written agreement with a lawyer who will step into your shoes should something happen to you.
2. An Enduring Power of Attorney.
3. A Will.

Samples of each document and other helpful resources are included in this guide.

Once you decide to proceed, the first step is to find someone to manage your practice until you are able to return to work or to close it if you cannot.

Your replacement will have the power to withdraw funds, write cheques or even close your accounts. How they handle your clients will have a major impact on whether they stay or go elsewhere. Choose this person carefully and build in safeguards such as requiring second signatures on cheques or having your accountant provide more oversight than usual over your practice.

While office staff, accountants and bookkeepers can provide support, the ethical rules that govern the practice of law require that your replacement be a lawyer.

Consider the nature and location of the replacement's own law practice. If it's successful and well-organized, they may be in a better position to begin managing your practice without any delays or interruptions. If their office is located nearby, it will be easier for them to travel between the two offices and meet with your staff and clients when needed.

Choose a Lawyer in Good Standing

Whoever you choose as your replacement, make sure they are in good standing with the Law Society, both when you name them and when they are expected to step into your shoes.

If they are not in good standing when the time comes, they may not be able to help you and the Law Society may have to seek a court-appointed custodian instead.

Consider the many things you do that make up 'practicing law' and ask yourself how they would be handled in your absence: Contacting clients. Making arrangements to handle and transfer files. Hiring staff and paying salaries. Dealing with the Law Society and your bank. Collecting fees. Winding up or selling your practice.

The arrangements you make should be confirmed in writing. This will protect both you and your replacement from misunderstandings and enable others (clients, bank managers, the Law Society, landlords, office personnel) to share information and give your replacement access to your practice.

Resources
Sample Agreement for the Management of a Lawyer’s Practice [No Professional Corporation]
Sample Agreement for the Management of a Lawyer’s Practice [With Professional Corporation]
Planning Lawyer Checklist
Sample Enduring Power of Attorney
Sample Notice of Replacement Lawyer to Law Society of Alberta & ALIA
Sample Consent to Release Information to Law Society of Alberta and ALIA
Sample Release & Consent for Use & Disclosure of Protected Health Information
Sample Spousal/Domestic Partner Consent
Sample Will Provisions
Office Contact List

The lawyer who covers for you must be alive to conflicts of interest. They will review confidential information on your files and must be free of conflicts in order to provide advice or assist clients in transferring their cases to other counsel. Conflict checks must occur before they conduct any file reviews.

Make arrangements with your bank to give your replacement signing authority on your accounts and access to safety deposit boxes.

The authorization you give your replacement may be indefinite or for a fixed period. Consider how and when their authority will be triggered. Must you be disabled for a certain length of time? Who decides whether and when you are no longer able to practice, and when you are ready to come back? Will medical opinions be required to confirm that you are disabled or incapacitated?

Don’t assume you will be there to guide your family and others through these difficult decisions. You may have suffered a serious medical problem and medication may be affecting your judgment. You may be unconscious or worse.

Resources
Sample Letter from Planning Lawyer to Clients Advising that He/She Closing Down Practice
Sample Letter from Replacement Lawyer to Clients Advising that Lawyer Unable to Practice
Sample Enduring Power of Attorney
Sample Retainer Letter Provisions
Law Society of Alberta - Trust Safety Filing Requirements

Notifying Clients

Let your clients know you are looking out for their interests should something happen to you.

Explain early on - we recommend putting it right into your retainer letter - that a replacement may step in to work on their file if you become unable to act. Your clients’ signature on the retainer letter will provide written authorization for the replacement to proceed should the need arise.

Trust Accounts

Whoever you choose to manage your practice will oversee your accounting records and be responsible for ensuring that your practice

continues to comply with the Law Society’s trust accounting rules. The Law Society of Alberta will have to approve them as an Alternate Responsible Lawyer for your practice.

What Else Can You Do to Get Ready?

If your office is organized, it will be much easier for your replacement to step in quickly and get on with helping your clients. It will reduce the amount of down time and increase the value of your practice should it have to be sold.

Keep your files organized and your accounting up to date.

Develop a good office manual that includes bank information and contact information for staff and suppliers. Include instructions about how to produce a current list of your clients and an aged accounts receivable report.

Use a calendaring system – and only one - that includes all important appointments, court appearances, closings, and ‘bring forward’ dates for all active files.

If you are suddenly unavailable, your staff will understandably be hesitant to reveal any confidential information or grant access to a stranger claiming to be your replacement. You should introduce your replacement to them in advance and make sure they know how to reach each other.

Resources
Planning Lawyer Checklist
Replacement Lawyer Checklist
Replacement Lawyer Timeline – The First Month
Office Contact List

Keep enough money in your practice’s general account to enable your replacement to pay staff, rent and other overhead while your affairs get straightened out. Particularly if you are behind on your billings, it may take some time

to generate and collect sufficient receivables to sustain the practice otherwise.

Decide how you’ll pay your replacement. You’ll be asking them to assume a big responsibility and they should be compensated accordingly. Remember, they don’t have to do this and may not be willing to work very long if there is no money to pay them for their efforts.

Consider whether you have adequate disability and life insurance and who the beneficiaries are. Consider purchasing insurance for amounts sufficient to cover operating costs and making the proceeds available to your replacement.

Review Your Plans Annually

Review your agreement with your replacement once a year.

Over time, you may decide to put someone else in charge of your affairs to reflect a change in your circumstances.

Your replacement’s own plans and commitments may also change. You want to be sure that they’re still interested in serving as your replacement.

By reviewing your agreement and checking in with them annually, you will ensure that your plans are realized if they ever need to be put into action.

Enduring Power of Attorney

Your bank will need something in writing before they hand over your accounts to a stranger.

An Agreement for the Management of a Lawyer’s Practice is a great place to start but your bank may not be interested in, or entitled to see, all the terms and conditions between you and your replacement.

For this reason, we recommend using a separate Enduring Power of Attorney naming your replacement to be your Practice Attorney. Having a power of attorney will increase the

chance that your bank will honour your intentions.

Some banks have their own power of attorney forms. Be aware however that many of these grant unconditional signing authority and include provisions to indemnify the bank.

Get written confirmation in advance that your bank will honour your version. Otherwise, your replacement and clients may be in for a rude shock when the time comes and they are denied access to your accounts.

The sample power of attorney included in this guide applies only to your practice, not your personal assets. While you can use one global power of attorney to deal with everything you own, using separate ones will let you appoint different attorneys for your personal and professional lives.

Resources

[Sample Enduring Power of Attorney](#)

[Sample Will Provisions](#)

[Sample Resolution to Professional Corporation Granting Signing Authority to Conduct Business](#)

What Happens If You Die?

The authority you give your replacement terminates when you die. At that point, your personal representative or executor will have the legal authority to manage your entire estate, including your practice.

Without a Will, your family may disagree about who should be the executor of your estate.

The Code of Conduct

The Code of Conduct is designed to protect client confidentiality and limits other lawyers' ability to solicit clients who are already represented. See for example Rule 3.3 –

There may be other delays that interfere with probate proceedings and your family and practice may incur needless expense, frustration and delay trying to sort out your affairs.

To avoid this scenario, it is critical to have a Will instructing your executor or personal representative to administer your estate, including your law practice, as you wish. Mention the arrangements you have made and your wish that the representative carry out the terms of your agreement with your replacement. They can then authorize your replacement to proceed in accordance with the *Agreement for the Management of a Lawyer's Practice*.

Professional Corporations

This guide includes two versions of an *Agreement for the Management of a Lawyer's Practice* - one for sole proprietorships and one for law practices operated through a professional corporation.

If you operate through a professional corporation, you may need a corporate resolution to authorize your replacement to act.

Note that only active members of the Law Society of Alberta can be shareholders or directors of a professional corporation. If you pass away or lose your active status, the Law Society Rules give your company 90 days to cure the problem, failing which its permit to practice is terminated retroactively to the date of the loss.

Confidentiality; Rule 3.4 – Conflicts; Rule 3.5 - Preservation of Clients' Property; Rule 3.7-6 – Manner of Withdrawal; Rule 3.7-8 – Duty of

Successor Lawyer; Rule 7.2-8 – Communications.

You owe a duty of confidentiality to every client. You must hold in strict confidence all information concerning their affairs and may not divulge it without the client's permission (Rule 3.3-1).

You need to make arrangements to safeguard your clients' money and property (Rule 3.5-1).

You must recognize limitations in your ability to handle legal matters and take steps to ensure your clients are appropriately served (Rule 3.1-1(h)).

The Code also requires lawyers to competently represent their clients. Clients are entitled to

assume that you have kept up with changing professional requirements, standards, techniques and practices (Rule 3.1-1). This includes having the technological competency to protect confidentiality.

Clients are entitled to assume that you have the capacity to deal adequately with all matters undertaken on their behalf (Rule 3.1-2).

You must withdraw if you are no longer competent to handle a matter. When that occurs, you must minimize expense and prejudice to the client and do all things to facilitate an orderly transfer of the file to other counsel (Rules 3.7-5 & 3.7-6).

What About Reporting Ethical Breaches?

The Code of Conduct requires you to report unethical behavior to the Law Society unless doing so would be unlawful or involve a breach of solicitor-client privilege (Rule 7.1-3).

This includes your replacement and applies to:

- Misappropriation or misapplication of trust money.
- Abandonment of a law practice.
- Participation in criminal activity related to a lawyer's practice.
- Conduct that raises a substantial question about another lawyer's honesty, trustworthiness, or competency as a lawyer.
- Conduct that raises a substantial question about a lawyer's capacity to provide professional services.
- Any situation in which a lawyer's clients are likely to be materially prejudiced.

If you are in doubt about whether to report a lawyer's conduct, consider contacting the Practice Advisors' Office. Communications with Practice Advisors are confidential unless they reveal misappropriation of funds or the likelihood of physical harm to someone (Law Society Rules, Rule 31.1(3)).

The type of conduct described here can arise from various causes, including addictions, physical, mental or emotional conditions or disorders.

The Law Society supports ASSIST and similar agencies providing confidential counselling. If you make a bona fide effort to have another lawyer seek help, you are not required to report non-criminal conduct you would otherwise have to report. However, you must advise the Law Society if there are reasonable grounds to believe the other lawyer is encouraging or will engage in conduct that is criminal or is likely to harm someone or of any other conduct under the rule if the lawyer doesn't seek help.

Why Closing a Law Practice is Different Than Any Other Business

If something happens to you, ethical considerations limit the amount of information that can be shared concerning your clients and files. You may hold significant amounts of money, property and confidential information that further complicates winding up or selling your practice.

What do the Rules say?

In Alberta, every firm must have a Responsible Lawyer approved by the Law Society to oversee its trust and general accounts and ensure the accuracy of the firm's reporting requirements (Rule 119.1).

A Responsible Lawyer must be an active member of the Law Society (Rule 119.4). If he or she isn't able to discharge their duties, they need to advise the Law Society and ensure that

a replacement has applied to take over (Rule 119.7).

To provide backup, a lawyer can be designated as an Alternate Responsible Lawyer (Rule 119.3).

When a lawyer is incapacitated with no plans to deal with that contingency, the void may place the Responsible Lawyer and their firm in breach of the rules.

Resources

[Rules of the Law Society of Alberta](#)

[Code of Conduct](#)

When to Start Planning

We encourage you to develop and implement a contingency plan using the ideas and samples contained in this guide.

You can accomplish this now, at little or no expense, to protect your clients' and your own interests.

Don't put it off—start the process today and keep it current and complete.

Succession Planning Tools & Resources

Additional Tools & Resources	
Alberta	Checklist: Closing Down Your Law Practice , Law Society of Alberta Legal Profession Act Rules of the Law Society of Alberta Code of Conduct
Ontario	Law Society Practice Management Guidelines , Law Society of Ontario Managing Practice Interruptions , LawPRO Bookkeeping Guide for Lawyers , Law Society of Ontario
British Columbia	Succession Planning & Practice Coverage , Law Society of British Columbia Succession Planning Webinar , Law Society of British Columbia
California	Guidelines for Closing or Selling a Law Practice , State Bar of California
Ireland	Planning for Emergencies in a Sole Practitioner's/Principal's Firm , Law Society of Ireland

Additional Tools & Resources	
New York	Planning Ahead: Establish an Advance Exit Plan to Protect Your Clients' Interests in the Event of your Disability, Retirement or Death , The New York State Bar Association Committee on Law Practice Continuity

Law Society of Alberta Contact Information

Various departments of the Law Society of Alberta are available to help you plan for the future. Feel free to contact them at any time.

Law Society of Alberta

Suite 500, 919 11th Avenue SW

Calgary, Alberta T2R 1P3

Office hours: Mon – Fri 8 a.m. – 4:30 p.m.

General inquiries or comments:

Tel: 1.800.661.9003 (toll free) or 403.229.4700

Intake Specialists:

Tel: 403.930.7218

ALIA:

Email: [ALIA](#)

Tel: 1.800.661.1694 (toll free) or 403.229.4716

Practice Management Department:

Email: [Practice Management Department](#)

Tel: 403.229.4750 or 587.393.2167

Practice Advisors Office:

Tel: 1.866.440.4640 (toll free) or 587.390.8462

Trust Safety Department:

Email: [Trust Safety Department](#)

Tel: 403.228.5632 ext. 2196

Membership Department:

Email: [Membership Department](#)

Tel: 403.229.4781

Sample Documents

Agreement for the Management of a Lawyer's Practice [no Professional Corporation]

[This is a sample only - modify as appropriate]

THIS AGREEMENT is made on the _____ day of _____ 20____ between:

("Lawyer")

AND

("Replacement Lawyer")

AND

("Alternate")

This sample agreement should be used if you are a sole proprietor and do not practice through a professional corporation.

It gives the Replacement Lawyer the power to determine if you are incapacitated and gives them authority to sign on your bank accounts (including trust accounts) and close your law practice under designated circumstances. It also provides sample wording to deal with termination, compensation and resolution of disputes.

Before entering into this agreement, you, the Replacement Lawyer and the Alternate should ensure that you are each aware of all tax and financial implications.

This is a sample only. Not all provisions will apply to your situation. This agreement must be adapted and expanded to each individual situation.

BACKGROUND:

- A. The Lawyer, Replacement Lawyer and Alternate are practicing lawyers in Alberta and are active members in good standing of the Law Society of Alberta.

- B. The Lawyer wants to put a plan in place for the management, sale or winding up of the Practice, if he/she is unable to continue practicing for any reason or if he/she dies while still in practice.

DEFINITIONS

1. In this agreement,
- a. **Accountant** means the accountant or firm of accountants that prepared the most recent financial statements for the Practice.
 - b. **ALIA** means the Alberta Lawyers Insurance Association.
 - c. **Effective Date** means the date the Lawyer asks the Replacement Lawyer to assume his/her duties under this agreement or receives notice from the Replacement Lawyer that this agreement is coming into effect.
 - d. **Enduring Power of Attorney** means the enduring power of attorney for the assets of the Law Practice executed on _____ [date] by the Lawyer.
 - e. **Immediate Family** means the Lawyer's spouse and children.
 - f. **Incapacity** or **Incapacitated** mean that, due to death, disability, impairment or other inability to act, it is impracticable for the Lawyer to give prompt and intelligent consideration to legal and business matters.
 - g. **Personnel** means the Lawyer's employees and contractors, including bookkeepers, accountants and legal counsel.
 - h. **Practice** means all property, whether real or personal, that is related to or associated with the Lawyer's law practice in any way, including but not limited to the office premises, goodwill, furniture and equipment, bank accounts, and open and closed files.
 - i. **Practice Attorney** means the lawyer appointed as such in the Enduring Power of Attorney executed by the Lawyer.
 - j. **Replacement Lawyer** includes the Alternate should he/she assume the duties of Replacement Lawyer.
 - k. **Lawyer** includes the Lawyer's estate in the event of the Lawyer's death.

NO OBLIGATION TO MONITOR PRACTICE PRIOR TO EFFECTIVE DATE

2. Until the Effective Date, the Replacement Lawyer may, but is under no obligation to, monitor the Practice or the Lawyer's circumstances.

COMING INTO FORCE

3. Subject to the *Legal Profession Act* and the requirements of the Law Society of Alberta, the Lawyer may request the Replacement Lawyer to take over the Practice at any time. The Replacement Lawyer will then have two weeks to review the books, records and files of the Practice and notify the Lawyer if he/she is able and willing to accept the duties under this agreement at that time.

If you do not want the Replacement Lawyer to be the person who determines if you are incapacitated, you will need to modify this agreement.

4. If at any time the Replacement Lawyer determines that the Lawyer is likely to be Incapacitated for at least _____ weeks/months/years, he/she will so advise the Lawyer. This agreement will come into effect when the Lawyer receives such notice.

Relinquishing control of your practice cannot be taken lightly. Requiring medical advice that you are incapacitated provides a valuable safeguard but getting two physicians to agree could be a challenge sometimes. Whatever you choose as the trigger, it is important that it is workable and avoids unnecessary delays that could compromise your clients' interests.

5. The Replacement Lawyer will base his/her determination on reliable evidence such as communications with the Lawyer's Immediate Family and written opinions of at least two physicians who have diagnosed or treated the Lawyer. Should those physicians disagree in their assessment, the Replacement Lawyer may consult a third physician to resolve the deadlock. The Replacement Lawyer may also consider the opinions of colleagues, employees, friends or other individuals with whom the Lawyer maintained a continuous and close relationship.

To ensure compliance with the Health Information Act ("HIA") and the Freedom of Information and Protection of Privacy Act ("FOIP"), you should sign two written authorizations, one to your health care provider, and one leaving the provider line blank, giving the identity of the Replacement Lawyer and authorizing the disclosure of information relating to your capacity to practice law upon request by the Replacement Lawyer.

6. Even if the Replacement Lawyer's authority to manage the Practice has not yet become effective, he/she has the authority to review the Lawyer's medical records, reports and charts, consult with treating physicians, and employ other medical personnel on the Lawyer's behalf as he/she deems necessary to assist him/her in establishing the Lawyer's Incapacity, or in verifying his/her death.

STEPS WHEN AGREEMENT SIGNED

To ensure that there are no gaps in your firm's ability to practice and deal with its bank accounts, it is strongly recommended that these steps be done as soon as this agreement is signed.

Any arrangements you make are subject to the Legal Profession Act and the LSA's obligation to step in to protect the public interest should the need arise.

7. Upon this agreement being signed, the Lawyer will advise:
 - a. The Law Society of Alberta Trust Safety Department and seek written approval for the Replacement Lawyer to serve as Alternate Responsible Lawyer respecting the Practice.

Agreement for the Management of a Lawyer's Practice [no Professional Corporation]

- b. The Law Society of Alberta Membership Department and determine the impact that his/her Incapacity may have on articling students engaged by the Lawyer.
- c. ALIA and seek written confirmation of such cover as may be necessary. If the Lawyer is exempt from the requirement to maintain professional liability insurance with ALIA, the Replacement Lawyer will obtain such insurance before assuming his/her duties.
- d. The Lawyer's banks and advise that he/she has been granted signing authority on the general and trust accounts operated in connection with the Practice.

STEPS WHEN AGREEMENT COMES INTO FORCE

This section gives the Replacement Lawyer a general power to manage the Practice as he/she sees fit. It is supplemented by Schedule 1 which provides a list of steps meant to flesh out the Replacement Lawyer's general authority to manage the practice.

8. Upon this agreement coming into force, the Replacement Lawyer will take possession and control of the Practice and all property, whether real or personal, related to or associated with the Practice, and will manage the Practice, including taking any steps listed in Schedule 1 to this agreement.

FINANCIAL MANAGEMENT

9. The Replacement Lawyer will take all reasonable steps to:
 - a. Keep the Practice's accounting records up to date.
 - b. Make arrangements to ensure compliance with the Lawyer's obligations under the *Income Tax Act*, filing and payment of GST returns, and payroll deductions.
10. The Replacement Lawyer will not be responsible for preparing or filing the Lawyer's personal income tax returns and will not pay or in any other way be responsible for payment of the Lawyer's personal bills.

REPLACEMENT LAWYER'S COMPENSATION

How will the Replacement Lawyer's compensation be calculated? A fixed rate? 'Reasonable' charges? What will he/she be compensated for?

- *Only billable work on files?*
- *Office management/administrative functions?*
- *Collecting receivables?*
- *Bank reconciliations and accounting uploads?*
- *Supervising and recruiting staff?*

11. Amount of Compensation [SELECT ONE:]

The Replacement Lawyer will be entitled to a reasonable sum for services rendered while managing and/or closing the Practice.

OR

The Replacement Lawyer will be entitled to receive, as compensation for his/her time, trouble, care and skill in administering the Practice, compensation calculated at the rate of *[select one:]*

- \$_____ per hour/day/month.
- His/her regular rate of \$ _____ / hour.
- _____% of [gross monthly billings / net monthly billings / fees collected] from the Practice.

12. He/she will keep accurate time records for the purpose of determining amounts due for services rendered. He/she will provide the services specified in this agreement as an independent contractor.

13. Such compensation may be taken at intervals with the Accountant's prior written approval **OR** on a monthly basis *[select one]*.

14. Source of funds for compensation [SELECT ONE:]

Where will the money come from to compensate the Replacement Lawyer and cover office overhead? Disability insurance is one option. Other options include using the general account to pay expenses and including a direction in your Will to cover costs out of your estate.

The Replacement Lawyer's compensation will be paid from the Practice.

OR

The Lawyer, in addition to maintaining a line of credit for the use of the Practice, will purchase disability and life insurance for the purpose of paying the Replacement Lawyer and funding the expenses of the Practice. The Lawyer will name the Replacement Lawyer as the beneficiary of such policies. The Replacement Lawyer will:

- a. Hold the proceeds received from such policies in trust and use those proceeds for paying the expenses of the Practice, including his/her fees.
- b. Account for the proceeds of such policies and their use as part of the reporting requirements under this agreement.
- c. Give to the Lawyer any proceeds remaining after the Lawyer returns to practice or the Practice is sold or wound up.

15. The Lawyer agrees to make appropriate provisions as a part of his/her estate plan to pay the Replacement Lawyer consistent with the terms of this agreement.

16. The Replacement Lawyer will be entitled to be reimbursed for all properly documented expenses reasonably incurred in connection with managing or closing the Practice. This will

include the cost of any additional professional liability insurance he/she purchases in connection with acting as Replacement Lawyer.

17. Should a dispute arise concerning the Replacement Lawyer's compensation or reimbursement of expenses, the Accountant will make a decision in relation to the matter. If the Replacement Lawyer does not agree with the Accountant's decision, the matter will be dealt with in accordance with the provisions for disputes set out below.

REPORTING

18. The Replacement Lawyer will consult the Lawyer, if the Lawyer is capable of managing his/her affairs, and the Immediate Family and keep them reasonably informed of the affairs of the Practice as circumstances warrant and permit, but the Lawyer and Immediate Family will not have any decision-making authority concerning the Practice after the Effective Date except as otherwise noted in this agreement.
19. The Replacement Lawyer will provide quarterly written reports to the Lawyer, if the Lawyer is capable of managing his/her affairs, and the Immediate Family with the first quarter to start when the Replacement Lawyer assumes his/her duties. These reports are to include, but are not limited to, an accounting for accounts billed, accounts collected and expenses paid, and any decision to sell or otherwise dispose of any part of the Practice outside the ordinary course of business.
20. If the Replacement Lawyer decides to sell or wind down the Practice outside the normal course of business, the Replacement Lawyer will provide a written explanation to the Lawyer and the Immediate Family before taking such action.

INDEMNITY

21. In carrying out his/her duties under this agreement, the Replacement Lawyer will not be liable to the Lawyer for decisions made in good faith which may result in a loss to the Lawyer.
22. The Lawyer agrees to indemnify and hold the Replacement Lawyer harmless from any claims, loss or damage arising out of any act or omission by the Replacement Lawyer under this agreement. This indemnification does not extend to acts, errors or omissions of the Replacement Lawyer while rendering or failing to render professional services as counsel for the Lawyer's former clients. The Replacement Lawyer will be responsible for all acts and omissions of gross negligence and willful misconduct.

WINDING UP OR SELLING THE PRACTICE

Who decides whether and when to shut down the Practice? The Replacement Lawyer, after consulting you, your family or others? Should any of these have a veto or is the duty merely to consult? Rather than the Replacement Lawyer, should the family decide? Should there be a minimum timeframe that you must be incapacitated before the Practice can be wound up?

23. **[SELECT ONE:]**

If the Lawyer has died or there is no reasonable expectation, after consultation with the Lawyer, the Lawyer's Immediate Family or the Lawyer's doctor, that the Lawyer will be able to resume

Agreement for the Management of a Lawyer's Practice [no Professional Corporation]

the practice of law in a timely manner to retain his/her clients and preserve the goodwill of the Practice, the Replacement Lawyer will sell or wind up and dispose of the Practice.

OR

After consulting the Lawyer's Immediate Family, the Replacement Lawyer may wind up or dispose of the assets of the Practice if it is reasonable to believe the Lawyer will not resume the practice of law for _____ months/years, or in the case of the Lawyer's death.

OR

After consulting the Accountant, the Lawyer's Immediate Family may instruct the Replacement Lawyer to wind up or dispose of the assets of the Practice if it is reasonable to believe that the Lawyer will not resume the practice of law for _____ months/years, or in the case of the Lawyer's death.

24. The authority to wind up or sell the Practice includes selling its assets, advertising the Practice; arranging for appraisals; and retaining professionals such as lawyers and accountants to assist with the sale.
25. If the Law Practice is sold or wound up, the Replacement Lawyer will pay the net proceeds, and provide a full accounting, to the Lawyer.

REPLACEMENT LAWYER BUYING THE PRACTICE

Should the Replacement Lawyer be permitted to purchase your practice? Would this maximize the value of the Practice and protect clients' interests by ensuring continuity of service? Or would this create a conflict of interest?

26. **[SELECT ONE:]**

Subject to the Accountant's approval, and after consulting with the Lawyer's Immediate Family, the Replacement Lawyer may purchase the Practice, in whole or in part, for its fair market value as determined by an appraiser.

OR

Subject to the approval of the Lawyer's Immediate Family, and after consulting with the Accountant, the Replacement Lawyer may purchase the Practice, in whole or in part, for its fair market value as determined by an appraiser.

OR

The Replacement Lawyer will have the first option to purchase the Practice under the terms and conditions specified by the Lawyer or the Lawyer's representative in accordance with the

Alberta Code of Conduct and other applicable law. If the Replacement Lawyer chooses not to do so, he/she will make all reasonable efforts to sell the Practice instead.

TERMINATION/RESIGNATION/REVOCAATION

What will happen if you believe you are no longer Incapacitated and the Replacement Lawyer disagrees? How will you resolve the stand-off?

27. **Termination by Lawyer.** If the Replacement Lawyer has assumed duties under this Agreement and the Lawyer is capable of managing his/her affairs and decides to terminate this agreement, the Lawyer will give the Replacement Lawyer at least two weeks' notice of this decision. The Replacement Lawyer will cooperate with the Lawyer in returning the Practice to the Lawyer.
28. **Termination by Replacement Lawyer.** If the Replacement Lawyer has not assumed any duties under this agreement, the Replacement Lawyer may terminate this agreement by delivering a letter to that effect at any time to the Lawyer and Alternate.
29. If, after assuming his/her duties under this agreement, the Replacement Lawyer decides he/she can no long continue to act, he/she will give the Lawyer and Alternate at least two weeks' notice of this decision, subject to any ethical or professional obligation to continue or complete any matter undertaken by the Replacement Lawyer.
30. **Alternate Lawyer. [SELECT ONE:]**
 If the Replacement Lawyer resigns or otherwise is unable to serve, or if the Lawyer revokes his/her appointment without naming a replacement, the Alternate will serve as Replacement Lawyer instead.

OR
 If the Replacement Lawyer is unable or unwilling to act in accordance with this agreement, he/she may appoint an alternate. The Replacement Lawyer will enter into an agreement with such alternate under which the alternate consents to the terms and provisions of this agreement.
31. **Handing Back.** After assuming his/her duties under this agreement, upon the Lawyer or Replacement Lawyer providing notice of termination or resignation, the Replacement Lawyer will:
 - a. Take any steps necessary in the notice period to deal with urgent matters to protect the interests of the Lawyer and the Lawyer's clients.
 - b. Hand over the Practice or what remains of it and any funds he/she holds in trust.
 - c. Advise the Membership Department of the Law Society of Alberta of the termination or resignation.
 - d. Advise the Trust Safety Department of the Law Society of Alberta of:
 - i. The termination or resignation.
 - ii. His/her intention to cease to be the Responsible Lawyer for the Practice.

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- iii. The existence of any client or practice matters needing urgent attention.
- e. Comply with any outstanding audit requirements.
- f. Ensure the necessary steps have been taken to enable the transfer of the Responsible Lawyer designation to the Lawyer or another qualified member of the firm.
- g. Within 14 days of the departure date, file a Law Firm Self-Report with the Trust Safety Department of the Law Society of Alberta.
- h. Within 30 days, provide the Lawyer with a full and accurate accounting of financial activities undertaken in connection with the Practice.

MISCELLANEOUS

32. DISPUTES [SELECT ONE:]

Arbitration? Litigation? Mediation? Is there a trusted confidant who can be given the power to resolve any disputes in advance?

If a disagreement arises concerning the Replacement Lawyer's handling of the Practice and the disagreement cannot be resolved in a timely way, the parties are urged to seek help to resolve the matter by mediation or binding arbitration.

OR

Any dispute concerning the interpretation, validity, or performance of this agreement or any of its terms and provisions, will be settled by _____ [insert name of individual] whose decision will be binding on the parties. If he/she is not available, an alternate will be appointed by agreement between the parties.

OR

If any dispute arises concerning the interpretation, validity, or performance of this agreement or any of its terms and provisions, including but not limited to the issue of whether or not a dispute is arbitrable:

- a. If the dispute falls within the jurisdiction of the Civil Division of the Provincial Court of Alberta at that time, the parties will resolve the matter in that forum.
- b. If the dispute exceeds the jurisdiction of the Civil Division of the Provincial Court of Alberta, the parties will submit it for binding determination by a single arbitrator in accordance with the *Arbitration Act (Alberta)*.

33. Notice. Any notice required or permitted under this agreement will be given in writing and will be deemed effectively given:

- a. on personal delivery;
- b. 24 hours after deposit for overnight service with Federal Express or a comparable express courier, addressed to a party at the address indicated below;

Agreement for the Management of a Lawyer's Practice [no Professional Corporation]

- c. 48 hours after deposit with Canada Post, by registered mail, addressed to a party at the address indicated below; or
 - d. by email where the recipient explicitly or implicitly authorizes that form of communication and has provided the required contact information for that purpose until they advise that the contact information is no longer valid or authorization is withdrawn
34. A party may designate another address for notice purposes by giving written notice to the other parties.

The parties have agreed to the terms of this agreement on the date written above.

LAWYER:

Signature: _____ Witness: _____
LSA Roll No. _____ E-mail address: _____
Address: _____
Telephone: _____ Cell Phone: _____

REPLACEMENT LAWYER:

Signature: _____ Witness: _____
LSA Roll No. _____ E-mail address: _____
Address: _____
Telephone: _____ Cell Phone: _____

SUBSTITUTE:

Signature: _____ Witness: _____
LSA Roll No. _____ E-mail address: _____
Address: _____
Telephone: _____ Cell Phone: _____

SCHEDULE 1 – REPLACEMENT LAWYER'S AUTHORITY

The following are some things you should discuss as early as possible with the Replacement Lawyer.

- *The role they will play (e.g. Wind up the practice? Sell it for maximum value?)*
- *How long should a disability last before they take over the reins of your practice?*
- *How much and when will the Replacement Lawyer be paid for their efforts?*
- *Desired arrangements to continue support of your family.*
- *The steps you have taken or will take to facilitate their work as Replacement Lawyer.*
- *Where will the Replacement Lawyer find information about your practice (e.g. key contacts, passwords, keys to cabinets and to gain entry to your office, what you have told support staff)?*

Without limiting the generality of paragraph 8 of this agreement, the Replacement Lawyer's authority includes:

1. **Access to Lawyer's Office.** Entering the Lawyer's office and using the Lawyer's equipment and supplies in connection with the Practice.
2. **Access Files.** Entering any location and taking custody and control of the Lawyer's property, real and personal, relating to the Practice including client files; all original documents, including wills, trusts and deeds; and other records of the Practice.
3. **Advise clients.** Notifying the Lawyer's clients of the Replacement Lawyer's role and the reasons for it.
4. **Transfer Files and Original Documents.** Safeguarding files and arranging for the return of clients' files to them; obtaining consent from clients to transfer their files to new counsel; transferring files and property, including wills, trusts, deeds and other original documents, to clients or new counsel.
5. **Calendars.** Checking the Lawyer's calendars to look for case deadlines.
6. **File Documents.** Searching the Lawyer's office for documents that need to be filed.
7. **Open Mail.** Receiving, signing for and opening the Practice's mail and courier deliveries.
8. **Review & bill client files.** Reviewing files; completing unfinished work, issuing invoices for unbilled work by the Lawyer and the Replacement Lawyer; collecting fees and accounts receivables on behalf of the Lawyer; asserting a solicitor's lien on files until accounts are paid or accepting appropriate undertakings from new counsel.
9. **Trust Funds.** Accounting for funds in trust; arranging for transfer of such funds to clients or new counsel; returning any unused trust account balances to the Lawyer's clients.

Upon executing this agreement, you should sign a written authorization permitting the Replacement Lawyer, LSA and ALIA to disclose information to each other concerning your membership and insurance status.

10. **Law Society.** Paying Law Society of Alberta fees and insurance; communicating with the Law Society of Alberta to maintain or change the Lawyer's membership status.
11. **ALIA.** Informing ALIA of any professional errors or potential errors of the Lawyer; informing the Lawyer's clients of any errors or potential errors and of any ethics violations committed by the Lawyer; informing ALIA of all written claims or potential claims by a client or other party against the Lawyer in his/her professional capacity; cooperating with ALIA respecting any claims arising out of the Practice.
12. **Other Agencies & Counsel.** Contacting all appropriate agencies, courts, other counsel and individuals or organizations that may be affected; advising them of the Lawyer's Incapacity and that the Lawyer has given this authorization to the Replacement Lawyer.
13. **Closed Files.** Arranging for long-term storage of and access to the Lawyer's closed files, including original wills, if any; informing the Law Society of Alberta where the Lawyer's closed files will be stored and the name, address, and phone number of the contact person for retrieving them.
14. **Personnel.** On behalf of the Lawyer, continuing the service of the Lawyer's Personnel to assist the Replacement Lawyer in performing his/her duties; compensating, disciplining and terminating such Personnel as appropriate; hiring additional Personnel as necessary or advisable.
15. **Status as Agent of Lawyer.** Unless the Replacement Lawyer purchases the Practice and expressly engages any of the Lawyer's Personnel in his/her own right, his/her dealings with those individuals will be solely as agent for the Lawyer and not as principal or employer personally.
16. **Acting for Clients through Own Law Firm**

Should the Replacement Lawyer be permitted to act for your clients through his/her own firm or must they be referred to different counsel in that event? Would this create a conflict of interest between you and the Replacement Lawyer?

a. **Current Clients. [SELECT ONE]**

Providing legal services through the Replacement Lawyer's own firm to the Lawyer's current clients with whom there is no conflict of interest.

OR

The Replacement Lawyer will not accept instructions in his/her own firm from any of the Lawyer's current clients in relation to any matter while managing the Practice.

-
- b. **Former Clients.** Providing legal services through the Replacement Lawyer's own firm to the Lawyer's former clients with whom there is no conflict of interest.
17. **Preserving Solicitor-Privilege.** Preserving client confidences and the solicitor-client privilege of the Lawyer's clients and making disclosure only to the extent reasonably necessary to carry out the purpose of this agreement.
18. **Settle Claims.** Settling, compromising, or submitting to arbitration or mediation, any debts, taxes, accounts, claims, or disputes between the Practice and any other person or entity; commencing or defending all actions affecting the Practice.
19. **Litigation.** Filing motions, pleadings, appearing before court, and taking any other necessary steps where the clients' interests must be immediately protected pending retention of other counsel.
20. **Banking.**
- a. **Bank and other accounts.** Subject to Law Society of Alberta approval, operating the Practice's general and trust accounts within approved overdraft limits, if any.
- b. **Lines of Credit.** Accessing any line of credit for the Practice for the purpose of paying the expenses of the Practice.
- c. **Safety Deposit Box.** Opening the Lawyer's safety deposit box used for the Practice and arranging for return of property to clients.
- d. **Signing Authority.** Adding the Replacement Lawyer as signatory on the Practice's accounts with any bank or financial institution. All financial institutions maintaining such accounts may rely on this authorization unless they have actual knowledge that this agreement has been terminated or is no longer in effect.
21. **Family Support.** Paying the Lawyer's Immediate Family reasonable amounts to fund day-to-day and other appropriate expenses from the office account of the Practice, subject to funds being available and in consultation with the Accountant.
22. **Business Expenses and Creditors.** Determining the nature and amount of all claims of creditors, including clients, of the Practice and pay or settle expenses relating to the Practice as the Replacement Lawyer deems appropriate, including office rent, equipment leasing costs, library expenses, compensating Personnel, subscription services, telephone and Internet service.
23. **Insurance.** Purchasing, renewing, cancelling, making claims against or collecting benefits under fire, casualty, professional liability, or other insurance related to the Practice; notifying any insurer of the Lawyer's Incapacity; cooperating with such insurers regarding matters related to the Lawyer's coverage, including addition of the Replacement Lawyer as an insured under any such policies.
24. **Taxes.** Preparing, executing and filing income, GST and other tax returns and filings, and dealing with the Canada Revenue Agency, Employment Standards Branch, or any office of any other federal or provincial tax department or agency, in connection with the Practice.

25. **Probate.** Upon the Lawyer's death, the Lawyer consents to and authorizes the Replacement Lawyer taking all necessary actions in any probate proceedings to become appointed as Administrator of the Lawyer's estate with respect to the Practice.

Agreement for the Management of a Lawyer's Practice [with Professional Corporation]

[This is a sample only - modify as appropriate]

THIS AGREEMENT is made on the ____ day of _____ 20__ between:

("Lawyer")
AND

("Professional Corporation")
AND

("Replacement Lawyer")
AND

("Alternate")

This sample agreement should be used if you are the sole shareholder of a professional corporation.

It gives the Replacement Lawyer the power to determine if you are incapacitated and gives them authority to sign on your bank accounts (including trust accounts) and close your law practice under designated circumstances. It also provides sample wording to deal with termination, compensation and resolution of disputes.

Before entering into this agreement, you, the Replacement Lawyer and the Alternate should ensure that you are each aware of all tax and financial implications, particularly if any operate through professional corporations or in limited liability partnerships.

This is a sample only. Not all provisions will apply to your situation. This agreement must be adapted and expanded to each individual situation.

BACKGROUND:

- A. The Lawyer, Replacement Lawyer and Alternate are practicing lawyers in Alberta and are active members in good standing of the Law Society of Alberta. The Lawyer practices through the Professional Corporation.

- B. The Lawyer wants to put a plan in place for the management, sale or winding up of his/her law practice, if he/she is unable to continue practicing for any reason or if he/she dies while still in practice.
- C. The Lawyer, as a director of the Professional Corporation, has added the Replacement Lawyer as a signatory on the general and trust accounts of the Practice.

DEFINITIONS

1. In this agreement,
 - a. **Accountant** means the accountant or firm of accountants that prepared the most recent financial statements for the Practice.
 - b. **ALIA** means the Alberta Lawyers Insurance Association.
 - c. **Effective Date** means the date the Lawyer asks the Replacement Lawyer to assume his/her duties under this agreement or receives notice from the Replacement Lawyer that this agreement is coming into effect.
 - d. **Enduring Power of Attorney** means the enduring power of attorney for the assets of the Law Practice executed on _____ [date] by the Lawyer.
 - e. **Immediate Family** means the Lawyer's spouse and children.
 - f. **Incapacity** or **Incapacitated** mean that, due to death, disability, impairment or other inability to act, it is impracticable for the Lawyer to give prompt and intelligent consideration to legal and business matters.
 - g. **Personnel** means the Lawyer's employees and contractors, including bookkeepers, accountants and legal counsel.
 - h. **Practice** means all property, whether real or personal, that is related to or associated with the Lawyer's law practice and the Professional Corporation in any way, including but not limited to the office premises, goodwill, furniture and equipment, bank accounts, and open and closed files.
 - i. **Practice Attorney** means the lawyer appointed as such in the Enduring Power of Attorney executed by the Lawyer.
 - j. **Replacement Lawyer** includes the Alternate should he/she assume the duties of Replacement Lawyer.
 - k. **Lawyer** includes the Lawyer's estate in the event of the Lawyer's death.

NO OBLIGATION TO MONITOR PRACTICE PRIOR TO EFFECTIVE DATE

2. Until the Effective Date, the Replacement Lawyer may, but is under no obligation to, monitor the Practice or the Lawyer's circumstances.

COMING INTO FORCE

3. Subject to the *Legal Profession Act* and the requirements of the Law Society of Alberta, the Lawyer may request the Replacement Lawyer to take over the Practice at any time. The Replacement Lawyer will then have two weeks to review the books, records and files of the

Agreement for the Management of a Lawyer's Practice [with Professional Corporation]

Practice and notify the Lawyer if he/she is able and willing to accept the duties under this agreement at that time.

If you do not want the Replacement Lawyer to be the person who determines if you are incapacitated, you will need to modify this agreement.

4. If at any time the Replacement Lawyer determines that the Lawyer is likely to be Incapacitated for at least _____ weeks/months/years, he/she will so advise the Lawyer. This agreement will come into effect when the Lawyer receives such notice.

Relinquishing control of your practice cannot be taken lightly. Requiring medical advice that you are incapacitated provides a valuable safeguard but getting two physicians to agree could be a challenge. Whatever you choose as the trigger, it is important that it is workable and avoids unnecessary delays that compromise your clients' interests.

5. The Replacement Lawyer will base his/her determination on reliable evidence such as communications with the Lawyer's Immediate Family and written opinions of at least two physicians who have diagnosed or treated the Lawyer. Should those physicians disagree in their assessment, the Replacement Lawyer may consult a third physician to resolve the deadlock. The Replacement Lawyer may also consider the opinions of colleagues, employees, friends or other individuals with whom the Lawyer maintained a continuous and close relationship.

To ensure compliance with the Health Information Act ("HIA") and the Freedom of Information and Protection of Privacy Act ("FOIP"), you should sign two written authorizations, one to your health care provider, and one leaving the provider line blank, giving the identity of the Replacement Lawyer and authorizing the disclosure of information relating to your capacity to practice law upon request by the Replacement Lawyer.

6. Even if the Replacement Lawyer's authority to manage the Practice has not yet become effective, he/she has the authority to review the Lawyer's medical records, reports and charts, consult with treating physicians, and employ other medical personnel on the Lawyer's behalf as he/she deems necessary to assist him/her in establishing the Lawyer's Incapacity, or in verifying his/her death.

STEPS WHEN AGREEMENT SIGNED

To ensure that there are no gaps in your firm's ability to practice and deal with its bank accounts, it is strongly recommended that these steps be done as soon as this agreement is signed.

Any arrangements you make are subject to the Legal Profession Act and the LSA's obligation to step in to protect the public interest should the need arise.

7. Upon this agreement being signed, the Lawyer will advise:

Agreement for the Management of a Lawyer's Practice [with Professional Corporation]

- a. The Law Society of Alberta Trust Safety Department and seek written approval for the Replacement Lawyer to serve as Alternate Responsible Lawyer respecting the Practice.
- b. The Law Society of Alberta Membership Department and determine the impact that his/her Incapacity may have on articling students engaged by the Lawyer.
- c. ALIA and seek written confirmation of such cover as may be necessary. If the Lawyer is exempt from the requirement to maintain professional liability insurance with ALIA, the Replacement Lawyer will obtain such insurance before assuming his/her duties.
- d. The Lawyer's banks and advise that he/she has been granted signing authority on the general and trust accounts operated in connection with the Practice.

STEPS WHEN AGREEMENT COMES INTO FORCE

This section gives the Replacement Lawyer a general power to manage the Practice as he/she sees fit. It is supplemented by Schedule 1 which provides a list of steps meant to flesh out the Replacement Lawyer's general authority to manage the practice.

8. Upon this agreement coming into force, the Replacement Lawyer will take possession and control of the Practice and all property, whether real or personal, related to or associated with the Practice, and will manage the Practice, including taking any steps listed in Schedule 1 to this agreement.

FINANCIAL MANAGEMENT

9. The Replacement Lawyer will take all reasonable steps to:
 - a. Keep the Practice's accounting records up to date.
 - b. Make arrangements to ensure compliance with the Lawyer's obligations under the *Income Tax Act*, filing and payment of GST returns, and payroll deductions.
10. The Replacement Lawyer will not be responsible for preparing or filing the Lawyer's personal income tax returns and will not pay or in any other way be responsible for payment of the Lawyer's personal bills.

REPLACEMENT LAWYER'S COMPENSATION

*How will the Replacement Lawyer's compensation be calculated? A fixed rate? 'Reasonable' charges?
 What will he/she be compensated for?*

- *Office management/administrative functions?*
- *Only billable work on files?*
- *Collecting receivables?*
- *Bank reconciliations and accounting uploads?*
- *Supervising and recruiting staff?*

11. **Amount of Compensation [SELECT ONE:]**

The Replacement Lawyer will be entitled to a reasonable sum for services rendered while managing and/or closing the Practice.

OR

The Replacement Lawyer will be entitled to receive, as compensation for his/her time, trouble, care and skill in administering the Practice, compensation calculated at the rate of *[select one:]*

- \$ _____ per hour/day/month.
- His/her regular rate of \$ _____ / hour.
- _____% of [gross monthly billings / net monthly billings / fees collected] from the Practice.

12. He/she will keep accurate time records for the purpose of determining amounts due for services rendered. He/she will provide the services specified in this agreement as an independent contractor.

13. Such compensation may be taken at intervals with the Accountant's prior written approval **OR** on a monthly basis *[select one]*.

14. **Source of funds for compensation [SELECT ONE:]**

Where will the money come from to compensate the Replacement Lawyer and cover office overhead? Disability insurance is one option. Other options include using the general account to pay expenses and including a direction in your Will to cover costs out of your estate.

The Replacement Lawyer's compensation will be paid from the Practice.

OR

The Lawyer, in addition to maintaining a line of credit for the use of the Practice, will purchase disability and life insurance for the purpose of paying the Replacement Lawyer and funding the expenses of the Practice. The Lawyer will name the Replacement Lawyer as the beneficiary of such policies. The Replacement Lawyer will:

- a. Hold the proceeds received from such policies in trust and use those proceeds for paying the expenses of the Practice, including his/her fees.
- b. Account for the proceeds of such policies and their use as part of the reporting requirements under this agreement.
- c. Give to the Lawyer any proceeds remaining after the Lawyer returns to practice or the Practice is sold or wound up.

15. The Lawyer agrees to make appropriate provisions as a part of his/her estate plan to pay the Replacement Lawyer consistent with the terms of this agreement.

16. The Replacement Lawyer will be entitled to be reimbursed for all properly documented expenses reasonably incurred in connection with managing or closing the Practice. This will include the cost of any additional professional liability insurance he/she purchases in connection with acting as Replacement Lawyer.
17. Should a dispute arise concerning the Replacement Lawyer's compensation or reimbursement of expenses, the Accountant will make a decision in relation to the matter. If the Replacement Lawyer does not agree with the Accountant's decision, the matter will be dealt with in accordance with the provisions for disputes set out below.

REPORTING

18. The Replacement Lawyer will consult the Lawyer, if the Lawyer is capable of managing his/her affairs, and the Immediate Family and keep them reasonably informed of the affairs of the Practice as circumstances warrant and permit, but the Lawyer and Immediate Family will not have any decision-making authority concerning the Practice after the Effective Date except as otherwise noted in this agreement.
19. The Replacement Lawyer will provide quarterly written reports to the Lawyer, if the Lawyer is capable of managing his/her affairs, and the Immediate Family with the first quarter to start when the Replacement Lawyer assumes his/her duties. These reports are to include, but not limited to, an accounting for accounts billed, accounts collected and expenses paid, and any decision to sell or otherwise dispose of any part of the Practice outside the normal course of business.
20. If the Replacement Lawyer decides to sell or wind down any part of the Practice outside the normal course of business, the Replacement Lawyer will provide a written explanation to the Lawyer and the Immediate Family before taking such action.

INDEMNITY

21. In carrying out his/her duties under this agreement, the Replacement Lawyer will not be liable to the Lawyer or the Professional Corporation for decisions made in good faith which may result in a loss to the Lawyer or the Professional Corporation.
22. The Lawyer agrees to indemnify and hold the Replacement Lawyer harmless from any claims, loss or damage arising out of any act or omission by the Replacement Lawyer under this agreement. This indemnification does not extend to acts, errors or omissions of the Replacement Lawyer while rendering or failing to render professional services as counsel for the Lawyer's former clients. The Replacement Lawyer will be responsible for all acts and omissions of gross negligence and willful misconduct.

WINDING UP OR SELLING THE PRACTICE

Who decides whether and when to shut down the Practice? The Replacement Lawyer, after consulting you, your family or others? Should any of these have a veto or is the duty merely to consult? Rather than the Replacement Lawyer, should the family decide? Should there be a minimum timeframe that you must be incapacitated before the Practice can be wound up?

23. **[SELECT ONE:]**

If the Lawyer has died or there is no reasonable expectation, after consultation with the Lawyer, the Lawyer's Immediate Family or the Lawyer's doctor, that the Lawyer will be able to resume the practice of law in a timely manner to retain his/her clients and preserve the goodwill of the Practice, the Replacement Lawyer will sell or wind up and dispose of the Practice.

OR

After consulting the Lawyer's Immediate Family, the Replacement Lawyer may wind up or dispose of the assets of the Practice if it is reasonable to believe the Lawyer will not resume the practice of law for _____ months/years, or in the case of the Lawyer's death.

OR

After consulting the Accountant, the Lawyer's Immediate Family may instruct the Replacement Lawyer to wind up or dispose of the assets of the Practice if it is reasonable to believe that the Lawyer will not resume the practice of law for _____ months/years, or in the case of the Lawyer's death.

24. The authority to wind up or sell the Practice includes selling its assets, advertising the Practice; arranging for appraisals; and retaining professionals such as lawyers and accountants to assist with the sale.
25. If the Law Practice is sold or wound up, the Replacement Lawyer will pay the net proceeds, and provide a full accounting, to:
- a. the Lawyer, if capable of managing his/her affairs; or
 - b. into a bank account of the Professional Corporation.

REPLACEMENT LAWYER BUYING THE PRACTICE

Should the Replacement Lawyer be permitted to purchase your practice? Would this maximize the value of the Practice and protect clients' interests by ensuring continuity of service? Or would this create a conflict of interest?

26. **[SELECT ONE:]**

Subject to the Accountant's approval, and after consulting with the Lawyer's Immediate Family, the Replacement Lawyer may purchase the Practice, in whole or in part, for its fair market value as determined by an appraiser.

OR

Subject to the approval of the Lawyer's Immediate Family, and after consulting with the Accountant, the Replacement Lawyer may purchase the Practice, in whole or in part, for its fair market value as determined by an appraiser.

OR

The Replacement Lawyer will have the first option to purchase the Practice under the terms and conditions specified by the Lawyer or the Lawyer's representative in accordance with the

Alberta Code of Conduct and other applicable law. If the Replacement Lawyer chooses not to do so, he/she will make all reasonable efforts to sell the Practice instead.

TERMINATION/RESIGNATION/REVOCAATION

*What will happen if you believe you are no longer Incapacitated and the Replacement Lawyer disagrees?
How will you resolve the stand-off?*

27. **Termination by Lawyer.** If the Replacement Lawyer has assumed duties under this Agreement and the Lawyer is capable of managing his/her affairs and decides to terminate this agreement, the Lawyer will give the Replacement Lawyer at least two weeks' notice of this decision. The Replacement Lawyer will cooperate with the Lawyer in returning the Practice to the Lawyer.
28. **Termination by Replacement Lawyer.** If the Replacement Lawyer has not assumed any duties under this agreement, the Replacement Lawyer may terminate this agreement by delivering a letter to that effect at any time to the Lawyer and Alternate.
29. If, after assuming his/her duties under this agreement, the Replacement Lawyer decides he/she can no long continue to act, he/she will give the Lawyer and Alternate at least two weeks' notice of this decision, subject to any ethical or professional obligation to continue or complete any matter undertaken by the Replacement Lawyer.
30. **Alternate Lawyer. [SELECT ONE:]**

If the Replacement Lawyer resigns or otherwise is unable to serve, or if the Lawyer revokes his/her appointment without naming a replacement, the Alternate will serve as Replacement Lawyer instead.

OR

If the Replacement Lawyer is unable or unwilling to act in accordance with this agreement, he/she may appoint an alternate. The Replacement Lawyer will enter into an agreement with such alternate under which the alternate consents to the terms and provisions of this agreement.
31. **Handing Back.** After assuming his/her duties under this agreement, upon the Lawyer or Replacement Lawyer providing notice of termination or resignation, the Replacement Lawyer will:
 - a. Take any steps necessary in the notice period to deal with urgent matters to protect the interests of the Lawyer, the Professional Corporation and the Lawyer's clients.
 - b. Hand over the Practice or what remains of it and any funds he/she holds in trust.
 - c. Advise the Membership Department of the Law Society of Alberta of the termination or resignation.
 - d. Advise the Trust Safety Department of the Law Society of Alberta of:
 - i. The termination or resignation.
 - ii. His/her intention to cease to be the Responsible Lawyer for the Practice.

- iii. The existence of any client or practice matters needing urgent attention.
- e. Comply with any outstanding audit requirements.
- f. Ensure the necessary steps have been taken to enable the transfer of the Responsible Lawyer designation to the Lawyer or another qualified member of the firm.
- g. Within 14 days of the departure date, file a Law Firm Self-Report with the Trust Safety Department of the Law Society of Alberta.
- h. Within 30 days, provide the Lawyer with a full and accurate accounting of financial activities undertaken in connection with the Practice.

MISCELLANEOUS

32. DISPUTES [SELECT ONE:]

Arbitration? Litigation? Mediation? Is there a trusted confidant who can be given the power to resolve any disputes?

If a disagreement arises concerning the Replacement Lawyer's handling of the Practice and the disagreement cannot be resolved in a timely way, the parties are urged to seek help to resolve the matter by mediation or binding arbitration.

OR

Any dispute concerning the interpretation, validity, or performance of this agreement or any of its terms and provisions, will be settled by _____ [insert name of individual] whose decision will be binding on the parties. If he/she is not available, an alternate will be appointed by agreement between the parties.

OR

If any dispute arises concerning the interpretation, validity, or performance of this agreement or any of its terms and provisions, including but not limited to the issue of whether or not a dispute is arbitrable:

- a. If the dispute falls within the jurisdiction of the Civil Division of the Provincial Court of Alberta at that time, the parties will resolve the matter in that forum.
- b. If the dispute exceeds the jurisdiction of the Civil Division of the Provincial Court of Alberta, the parties will submit the dispute for binding determination to a single arbitrator in accordance with the *Arbitration Act (Alberta)*.

33. **Notice.** Any notice required or permitted under this agreement will be given in writing and will be deemed effectively given:

- a. on personal delivery;
- b. 24 hours after deposit for overnight service with Federal Express or a comparable express courier, addressed to a party at the address indicated below;

Agreement for the Management of a Lawyer's Practice [with Professional Corporation]

- c. 48 hours after deposit with Canada Post, by registered mail, addressed to a party at the address indicated below; or
 - d. by email where the recipient explicitly or implicitly authorizes that form of communication and has provided the required contact information for that purpose until they advise that the contact information is no longer valid or authorization is withdrawn.
34. A party may designate another address for notice purposes by giving written notice to the other parties.

The parties have agreed to the terms of this agreement on the date written above.

LAWYER:

Signature: _____ Witness: _____
LSA Roll No. _____ E-mail address: _____
Address: _____
Telephone: _____ Cell Phone: _____

PROFESSIONAL CORPORATION, by its authorized representative:

Signature: _____ Witness: _____

REPLACEMENT LAWYER:

Signature: _____ Witness: _____
LSA Roll No. _____ E-mail address: _____
Address: _____
Telephone: _____ Cell Phone: _____

SUBSTITUTE:

Signature: _____ Witness: _____
LSA Roll No. _____ E-mail address: _____
Address: _____
Telephone: _____ Cell Phone: _____

SCHEDULE 1 – REPLACEMENT LAWYER'S AUTHORITY

The following are some things you should discuss as early as possible with the Replacement Lawyer:

- *The role they will play (e.g. Wind up the practice? Sell it for maximum value?)*
- *How long should a disability last before they take over the reins of your practice?*
- *How much and when will the Replacement Lawyer be paid for their efforts?*
- *Desired arrangements to continue support of your family.*
- *The steps you have taken or will take to facilitate their work as Replacement Lawyer.*
- *Where will the Replacement Lawyer find information about your practice (e.g. key contacts, passwords, keys to cabinets and to gain entry to your office, what you have told support staff)?*

Without limiting the generality of paragraph 8 of this agreement, the Replacement Lawyer's authority includes:

1. **Access to Lawyer's Office.** Entering the Lawyer's office and using the Lawyer's equipment and supplies in connection with the Practice.
2. **Access Files.** Entering any location and taking custody and control of the Lawyer's property, real and personal, relating to the Practice including client files; all original documents, including wills, trusts and deeds; and other records of the Practice.
3. **Advise clients:** Notifying the Lawyer's clients of the Replacement Lawyer's role and the reasons for it.
4. **Transfer Files and Original Documents.** Safeguarding files and arranging for the return of clients' files to them; obtaining consent from clients to transfer their files to new counsel; transferring files and property, including wills, trusts, deeds and other original documents, to clients or new counsel.
5. **Calendars:** Checking the Lawyer's calendars to look for case deadlines.
6. **File Documents:** Searching the Lawyer's office for documents that need to be filed.
7. **Open Mail.** Receiving, signing for and opening the Practice's mail and courier deliveries.
8. **Review & bill client files:** Reviewing files; completing unfinished work, issuing invoices for unbilled work by the Lawyer and the Replacement Lawyer; collecting fees and accounts receivables on behalf of the Lawyer; asserting a solicitor's lien on files until accounts are paid or accepting appropriate undertakings from new counsel.
9. **Trust Funds:** Accounting for funds in trust; arranging for transfer of such funds to clients or new counsel; returning any unused trust account balances to the Lawyer's clients.

Upon executing this agreement, you should sign a written authorization permitting the Replacement Lawyer, LSA and ALIA to disclose information to each other concerning your membership and insurance status.

s.132 of the Legal Profession Act stipulates that professional corporation permits have limited shelf life if a lawyer loses their active status with the LSA. The Professional Corporation's Minute Book should be reviewed to ensure that the appropriate resolutions are in place to authorize the Replacement Lawyer to act on its behalf.

10. **Law Society.** Paying Law Society of Alberta fees and insurance; communicating with the Law Society of Alberta to maintain or change the Lawyer's membership status and that of any professional corporation or LLP with which the Lawyer is associated.
11. **ALIA.** Informing ALIA of any professional errors or potential errors of the Lawyer; informing the Lawyer's clients of any errors or potential errors and of any ethics violations committed by the Lawyer; informing ALIA of all written claims or potential claims by a client or other party against the Lawyer in his/her professional capacity; cooperating with ALIA respecting any claims arising out of the Practice.
12. **Other Agencies & Counsel.** Contacting all appropriate agencies, courts, other counsel and individuals or organizations that may be affected; advising them of the Lawyer's Incapacity and that the Lawyer has given this authorization to the Replacement Lawyer.
13. **Closed Files.** Arranging for long-term storage of and access to the Lawyer's closed files, including original wills, if any; informing the Law Society of Alberta where the Lawyer's closed files will be stored and the name, address, and phone number of the contact person for retrieving them.
14. **Personnel.** On behalf of the Lawyer, continuing the service of the Lawyer's Personnel to assist the Replacement Lawyer in performing his/her duties; compensating, disciplining and terminating such Personnel as appropriate; hiring additional Personnel as necessary or advisable.
15. **Status as Agent of Lawyer.** Unless the Replacement Lawyer purchases the Practice and expressly engages any of the Lawyer's Personnel in his/her own right, his/her dealings with those individuals will be solely as agent for the Lawyer and not as principal or employer personally.
16. **Professional Corporations and Limited Liability Partnerships.** Taking any steps which the Replacement Lawyer deems appropriate in their discretion respecting the administration and licencing of the Lawyer's professional corporation and limited liability partnerships, if any, including changing the corporation's name and maintaining, cancelling or extending any permit to practice.

17. **Acting for Clients through Own Law Firm**

Should the Replacement Lawyer be permitted to act for your clients through his/her own firm or must they be referred to different counsel in that event? Would this create a conflict of interest between you and the Replacement Lawyer?

- a. **Current Clients [SELECT ONE.]**
Providing legal services through the Replacement Lawyer's own firm to the Lawyer's current clients with whom there is no conflict of interest.
- OR**
- The Replacement Lawyer will not accept instructions in his/her own firm from any of the Lawyer's current clients in relation to any matter while managing the Practice.
- b. **Former Clients.** Providing legal services through the Replacement Lawyer's own firm to the Lawyer's former clients with whom there is no conflict of interest.
18. **Preserving Solicitor-Privilege.** Preserving client confidences and the solicitor-client privilege of the Lawyer's clients and making disclosure only to the extent reasonably necessary to carry out the purpose of this agreement.
19. **Settle Claims.** Settling, compromising, or submitting to arbitration or mediation, any debts, taxes, accounts, claims, or disputes between the Practice and any other person or entity; commencing or defending all actions affecting the Practice.
20. **Litigation.** Filing motions, pleadings, appearing before court, and taking any other necessary steps where the clients' interests must be immediately protected pending retention of other counsel.
21. **Banking.**
- a. **Bank and other accounts.** Subject to Law Society of Alberta approval, operating the Practice's general and trust accounts within approved overdraft limits, if any.
- b. **Lines of Credit.** Accessing any line of credit for the Practice for the purpose of paying the expenses of the Practice.
- c. **Safety Deposit Box.** Opening the Lawyer's safety deposit box used for the Practice and arranging for return of property to clients.
- d. **Signing Authority.** Adding the Replacement Lawyer as signatory on the Practice's accounts with any bank or financial institution. All financial institutions maintaining such accounts may rely on this authorization unless they have actual knowledge that this agreement has been terminated or is no longer in effect.
22. **Family Support.** Paying the Lawyer's Immediate Family reasonable amounts to fund day-to-day and other appropriate expenses from the office account of the Practice, subject to funds being available and in consultation with the Accountant.
23. **Business Expenses and Creditors.** Determining the nature and amount of all claims of creditors, including clients, of the Practice and pay or settle expenses relating to the Practice as the

- Replacement Lawyer deems appropriate, including office rent, rent for equipment leasing costs, library expenses, compensating Personnel, subscription services, telephone and Internet service.
24. **Insurance.** Purchasing, renewing, cancelling, making claims against or collecting benefits under fire, casualty, professional liability, or other insurance related to the Practice; notifying any insurer of the Lawyer's Incapacity; cooperating with such insurers regarding matters related to the Lawyer's coverage, including addition of the Replacement Lawyer as an insured under any such policies.
25. **Taxes.** Preparing, executing and filing income, GST and other tax returns and filings, and dealing with the Canada Revenue Agency, Employment Standards Branch, or any office of any other federal or provincial tax department or agency, in connection with the Practice.
26. **Probate.** Upon the Lawyer's death, the Lawyer consents to and authorizes the Replacement Lawyer taking all necessary actions in any probate proceedings to become appointed as Administrator of the Lawyer's estate with respect to the Practice.

Planning Lawyer Checklist

When planning for times when you are unable to practice, consider these steps to prepare your practice. This will protect your clients' interests and assist any new counsel who may be covering for you.

- | | | |
|----|--|-------------------------------------|
| | | <input checked="" type="checkbox"/> |
| 1. | Make arrangements for another lawyer (the “Replacement Lawyer”) to cover in your absence. This will preserve your practice for your eventual return as well as protect and give comfort to your clients, family and staff. Put it in writing. | <input type="checkbox"/> |
| 2. | Consider the big picture to ensure a smooth transition. | |
| a. | What role will the Replacement Lawyer play (e.g. Manage your files for a time? Wind up the practice? Sell it for maximum value?). | <input type="checkbox"/> |
| b. | How long must your absence continue before they step in? | <input type="checkbox"/> |
| c. | How much and when will they be paid? | <input type="checkbox"/> |
| d. | The steps you have taken or will take to facilitate their work. | <input type="checkbox"/> |
| e. | Desired arrangements to support your family. | <input type="checkbox"/> |
| 3. | What information will they need to get up to speed as quickly as possible? Things to have ready or to give them in advance include: | |
| a. | General Information concerning the practice, its organization and staff. | <input type="checkbox"/> |
| b. | A full set of keys to the office premises. Keys (or combinations) to interior locked file cabinets and safes. Contact information for landlord/property manager. | <input type="checkbox"/> |
| c. | Access information for open and closed files if files are located at a satellite office or off-site storage facility. | <input type="checkbox"/> |
| d. | Passwords to your email, voicemail, computer system, online accounts and the lawyer portal on the Law Society web site. Leave the passwords in a sealed envelope with your assistant and let your replacement know where they can be found. Provide the location of all back-up drives, disks, memory sticks, hard drives. | <input type="checkbox"/> |

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- e. Contact information for your spouse/domestic partner, next of kin. Tell your family and the executor or personal representative of your estate about the Replacement Lawyer and how to contact them.
 - f. Employee roster with contact information.
 - g. Names, contract information and account information of your accountant, bookkeeper, insurance agent, payroll service, health plan administrator, IT consultant, other service providers, bank (checking, trust account, other), credit cards.
 - h. Location of wills.
 - i. Equipment (telephone, photocopy, furniture, computer, etc.) leases including copy of lease agreements, account numbers and contact information of equipment lessors.
 - j. Current accounts payable and accounts receivable statements.
4. As soon as you have arranged who will cover for you, secure the Law Society of Alberta's approval of the Replacement Lawyer as a signatory on your bank accounts and alternate Responsible Lawyer.
5. Use retainer agreements that explain that you have arranged for the Replacement Lawyer to manage or close your practice in the event of your death, incapacity, or unexpected absence.
6. Note the names of all parties on the outside of client files to prevent disclosure of confidential information in the event the Replacement Lawyer has a conflict of interest
7. Build an office procedure manual. This will help the Replacement Lawyer as well as any new staff you hire in the meantime. Consider including:
- a. Conflicts: How to check for conflicts of interest.
 - b. Diarization/Appointments: How to use your calendaring system. Who is responsible for inputting and retrieving dates and ensuring that deadlines are met?
 - c. Active File List: How to generate a list of active client files, including client names, addresses, and phone numbers.
 - d. Accounting: How to access your accounting software and the location of client ledgers if using a manual system. How to generate a list of current accounts receivable.
-

-
- e. File Organization: How open/active files are organized and assigned numbers.
 - f. Closed Files: How and when are files closed, stored and destroyed?
 - g. Original Client Documents: Whether your firm keeps clients' wills and other original documents and where are they located.
 - h. Banking: Your bank name, branch address, account signers, and account numbers for all accounts (trust and general). Where the safety deposit box is located and where the key is. The location of all bank statements and other account records.
 - i. Mail: Where the post office or other mail service box is located and how to access it.
 - j. Deliveries/Faxes: How to deal with deliveries and faxes (incoming and outgoing)?
 - k. Email: How do you organize/file your email?
 - l. Office Hours: What are your office hours?
 - m. Office Security: Where to obtain information and who to contact about office security systems (e.g. alarm system).
 - n. Service of Documents: How do you accept or admit service?
 - 8. Make sure all your file deadlines (including follow-up deadlines) are calendared.
 - 9. Document your files so the Replacement Lawyer reviewing them will know what has happened to date and the next steps.
 - 10. Keep your accounting and time and billing records up to date.
 - 11. Ensure that you have sufficient funds available to the Replacement Lawyer to cover office overhead and expenses for a period of time.*
 - 12. Be sure to tell your bank in advance that the Replacement Lawyer will have signing authority on your accounts and when that authority will be triggered. Choose your authorized signer wisely. He or she will have access to your clients' funds.

* A line of credit issued to a lawyer may not advance funds after the lawyer's death or disability.

13. Introduce your Replacement Lawyer to your office staff. Make certain they know how to contact the Replacement Lawyer if an emergency occurs before or after office hours.
14. Consider your insurance, including:
- Property insurance (if you own your building) and tenant's insurance (if you do not).
 - Contents insurance, including extra riders for computers or other equipment of significant value.
 - Commercial general liability for third-party bodily injury or property damage
 - Business interruption insurance.
 - Crimes, employee theft and cyber insurance.
 - Disability, life, or other appropriate personal coverage.
 - Professional liability insurance and excess coverage.
15. Review your written agreement with your Replacement Lawyer annually.

Enduring Power of Attorney

[This is a sample only - modify as appropriate]

You can execute multiple Powers of Attorney to deal with different aspects of your personal and professional lives. This sample only applies to the assets of your law practice. If you execute a second one to deal with your other property, take care to ensure that there is no overlap that may cause confusion.

Enduring Power of Attorney for Law Practice of

(Lawyer)

This Enduring Power of Attorney is given on _____ [date] at the City of _____ in the Province of Alberta.

1. **'Practice'** means all property, whether real or personal, that is related to or associated with my law practice in any way, including but not limited to the office premises, goodwill, furniture and equipment, bank accounts, and open and closed files.
2. **'Personal Assets'** means all assets I own personally, both real and personal, of every kind and nature, apart from my Practice.
3. **'Agreement for the Management of a Lawyer's Practice'** means the agreement that I entered into on _____ [date] with _____ [Replacement Lawyer], _____ [Substitute] and _____ [professional corporation, if applicable].
4. I revoke all previous powers of attorney that I have granted in connection with the management and disposition of my Practice.
5. Any powers of attorney, whether enduring or not, that I have granted with respect to my Personal Assets are not revoked. All powers of attorney granted with respect to my Personal Assets will exist concurrently with those granted in this document.

The person you appoint as Practice Attorney should be the Replacement Lawyer appointed under the Agreement for the Management of a Lawyer's Practice.

If you feel it is not sufficient to authorize your Practice Attorney to do 'anything' in respect of your practice, you can add a more detailed list of authorized functions to the following clause. If you do, take care that the list is consistent with the Replacement Lawyer's authority detailed in Schedule 1 of the Agreement for the Management of a Lawyer's Practice.

6. I appoint the following person:

Name: _____ LSA Roll No. _____

Address: _____

E-mail address: _____

Telephone: _____ Cell Phone: _____

to be my Practice Attorney and to do anything on my behalf in respect of my Practice that I could do if I were capable, except make a will, subject to the terms of this document.

7. I authorize my banking institutions to conduct such transactions as my Practice Attorney directs in connection with my accounts and safety deposit boxes and to grant him/her all rights and privileges I would otherwise have with respect to those accounts and safety deposit boxes.

8. If my Practice Attorney cannot or will not be my attorney in respect of my Practice, I appoint the following Substitute to act in that capacity in the same manner and with the same authority as my Practice Attorney:

Name: _____ LSA Roll No. _____

Address: _____

E-mail address: _____

Telephone: _____ Cell Phone: _____

9. References in this document to my Practice Attorney include the Substitute.

An Enduring Power of Attorney can come into effect immediately or upon you becoming mentally incapable. If it doesn't say it will survive your incapacity however, it may not be an Enduring Power of Attorney and may cease to have effect if you become mentally incapacitated.

If your Power of Attorney doesn't come into effect immediately upon signing, it should use the same definition of incapacity and come into effect at the same time as the Agreement for the Management of a Lawyer's Practice.

10. [SELECT ONE:]

This document is a continuing power of attorney made in accordance with the *Power of Attorney Act (Alberta)* and will not come into effect unless and until it is impracticable for me to give prompt and intelligent consideration to legal and business matters due to disability, impairment or other inability to act.

OR

This document is a continuing power of attorney made in accordance with the *Power of Attorney Act (Alberta)* and will come into effect only when the *Agreement for the Management of a Lawyer's Practice* comes into effect.

11. I may revoke this Enduring Power of Attorney at any time, in writing, provided I have the capacity to do so. It will remain in effect and will not be revoked despite any mental incapacity I may suffer after signing this document. If I do not revoke it during my lifetime, it will terminate on my death.
12. Upon this Enduring Power of Attorney coming into effect, my Practice Attorney will take possession and control of my Practice and all property, whether real or personal, related to or associated with it; will be entitled to bind, secure information and execute documents on behalf of my Practice with any person; and will manage my Practice including taking any steps listed in the *Agreement for the Management of a Lawyer's Practice*.
13. My financial institutions may continue to rely on this Enduring Power of Attorney until they receive my written revocation or written instructions from my Practice Attorney to stop honouring his/her signature.

Since the Practice Attorney and Replacement Lawyer should be the same person, compensation should be the same as what you stipulate in the Agreement for the Management of a Lawyer's Practice.

14. In return for carrying out his/her duties under this Enduring Power of Attorney, I agree to pay the Practice Attorney the compensation set out for the Replacement Lawyer in the *Agreement for the Management of a Lawyer's Practice*.

The Practice Attorney's ability to buy the practice should dovetail his/her ability to do so under the Agreement for the Management of a Lawyer's Practice.

15. If my Practice Attorney wishes to buy some parts or all of my Practice, he/she may do so as follows:

This Enduring Power of Attorney has been signed by the grantor and witness whose names appears below, in each other's presence, on the date written above.

Signature of grantor: _____

Signature and address of witness: _____

*Witnesses must be at least 18 years old and may **not** be any of the following:*

- *The person named as Practice Attorney.*
- *The spouse or adult interdependent partner of the Practice Attorney.*
- *The grantor's spouse or adult interdependent partner.*
- *A person who has signed this Enduring Power of Attorney on behalf of the grantor.*
- *The spouse or adult interdependent partner of the person who has signed on behalf of the grantor.*
- *A person who believes the grantor is incapable of giving an Enduring Power of Attorney.*

Replacement Lawyer Checklist*

Steps Before and Shortly After Entering the Law Practice

- Determine whether you have the authority to take over the law practice and if so, the scope of your authority.

If you do not have the authority, determine what steps you will need to take in order to obtain the authority. If you have the authority, determine whether your role is to wind down the law practice or preserve it.

- Ensure that you have appropriate professional liability insurance in place.
- Secure the office, client property, client files and all law firm bank accounts (trust and general).
- Meet with the law firm staff to address employment and related issues.
- Determine whether there are any matters that require your immediate attention.

This might involve: reviewing the firm's law office procedural manual, if any, the firm's calendaring or tickler system, books and records and accounts payable, the lawyer's desk diary or calendar, any unopened mail, email and faxes; retrieving voice mail messages and speaking to staff and others.

- If there are matters that require your immediate attention, consider whether you have any conflicts of interest and how you will deal with these.
- Contact clients for matters that are urgent and obtain instructions to act on their behalf.
- Advise the court and opposing counsel that the Lawyer has died or is incapacitated.
- Determine whether you have access to the law firm bank accounts (trust and general) and lines of credit or what steps you will need to take to gain access.
- Establish how you will be compensated.

Additional Steps Once You Have Entered the Law Practice

Office Procedures

- Familiarize yourself with the firm's office procedures.

This might involve reviewing the firm's office procedure manual and/or interviewing staff to obtain an understanding of the law firm procedures.

*Adapted with permission from *The Contingency Planning Guide for Lawyers*, ©2014, Law Society of Ontario

Conflict Checking System

- Determine the law firm procedure for checking for conflicts of interest.
- Do a conflicts check before you start working on files.
- If there is a conflict of interest, determine how you will deal with it.

If you have a conflict of interest and cannot act, you need to make arrangements for another lawyer to deal with the matter.

Calendar/Tickler System

- Determine the law firm procedure(s) used to record deadlines and significant dates.
- Ensure the calendar or tickler system is up to date.
- Identify any matters that need immediate or early attention and determine how you will deal with these.

Depending on the nature of the matter, you may need to obtain adjournments or extensions of closing dates or other deadlines.

Files

- Locate the list of active files including names and addresses of clients.
- Locate the list of closed files.
- Determine where active/closed files are stored.
- Determine how files are organized.
- Determine how the filing system works – opening, closing, filing, organization of the information in the file, destroying the file.
- Review the status of active files and determine how you will deal with each file. Determine how you will deal with closed files.

Notification of Clients

- Notify clients of the death or disability of the Planning Lawyer.

If the client wishes to retain you to act in the matter, you should consider confirming in writing the terms of the retainer with the client. If the client wishes to retain another lawyer, prepare the file for transfer and consider having the client execute either a direction authorizing you to release the file to another lawyer or a receipt confirming the delivery of the file to the client and the termination of the retainer with the Lawyer. In addition, if applicable notify the court or tribunal that the Lawyer is no longer acting and take steps to ensure that the Lawyer has been removed as the lawyer of record and notify the opposing lawyer that the Lawyer is no longer acting with regards to the matter.

Law Firm Bank Accounts/ Financial Records

- Identify the bank accounts related to the law practice (trust, general, electronic registration bank account, special trust accounts).
- Notify the bank(s) of the death or disability of the lawyer.
- Determine who has signing authority on the account(s) and make changes if required Deposit any funds that require depositing.
- Notify the law firm's accountant/bookkeeper of the death or disability of the Lawyer.
- Determine the type of bookkeeping system in place.
- Locate and review accounting records, cheque books and most recent bank statement.
- Determine the procedure used for recordkeeping and the individuals involved.
- Ensure that the books and records are up to date.
- Determine how the books and records will be kept up to date.
- Determine whether you need to establish any internal controls regarding the firm's books and records.

Client Property

- Determine the firm's policy and procedure with regards to client property. Locate safety deposit box, key and inventory of contents.
- Examine contents and make inventory of contents.
- Secure all client property in the Lawyer's possession.
- Notify clients of the death or disability of the Lawyer and how they may retrieve their property.

Original Documents

- Determine the firm policy regarding original documents including last will and testaments and powers of attorney.
- Locate any original documents being stored and determine how you will deal with these (return to owner or continue storing).

- Notify clients of the death or disability of the Lawyer and how they may retrieve their original documents.
- If a client cannot be reached determine how you will deal with that client's original documents.

Mail, Email and Facsimiles

- Review unanswered mail, email and facsimiles and determine whether responses are required and if so, when and how responses will be prepared.
- Determine the office procedure for filing mail, email and facsimiles.
- Determine how you will handle mail, email and facsimiles going forward.

Client Billing

- Determine the type of billing system.
- Determine how and when bills are prepared.
- Determine how and who will prepare bills going forward.
- Identify accounts receivable and procedures used for collection.
- Determine what steps if any should be taken to collect account receivables.

Docketing System

- Determine the type of timekeeping system used.
- Locate time records.
- Determine if and how time records will be kept going forward.

Accounts Payable

- Determine whether there are any lines of credit or loans and how you will deal with these.
- Determine the status of accounts payable (operating costs, taxes, insurance, rent, utilities, supplies, services, benefits, employee expenses, withholding taxes, levies, insurance premiums, membership fees etc.).
- Determine how you will deal with the accounts payable Determine how you will deal with payroll and remittances.

Computer System

- Determine the type of computer system and software applications in place.
- Determine computer passwords.
- Determine back-up procedures and locate and secure back-up disks or records.
- Determine how back-up will occur going forward.

Other Office Equipment (telephones, photocopier, fax machine etc.)

- Determine if equipment is owned or leased.
- Determine how you will deal with equipment.
- Determine how the equipment works.
- Determine how voice mail system works.
- Determine how phone calls, voice mail messages and emails and facsimiles will be dealt with going forward.

Office Lease/Ownership

- If the premises are leased, obtain a copy of the lease and review it, determine what payments if any need to be made, any notices to be given and whether the lease will continue.
- If required, notify the landlord of the Lawyer's death or incapacity if required.
- If the premises are owned, determine if there are any outstanding payments relating to the premises, how they will be paid and how you will deal with the premises going forward.

Employees

- Identify the employees of the Lawyer and the terms of their employment.
- Obtain advice if required regarding employer obligations and determine how the Lawyer's employer obligations will be met.
- Determine whether the employees will remain or be terminated.

Law Society and ALIA

- Notify the Law Society of the change in status of the Lawyer.
- Notify ALIA of the change in status of the Lawyer.

Replacement Lawyer Timeline – The First Month*

First Two Weeks

- Check the lawyer’s calendar for anything that is urgent and scheduled for Chambers, Questioning, trials and closings.
- Review all active files in case the calendar isn’t complete or up-to-date. Determine whether anyone has a list of clients with active files.
- Write to those clients to let them know their lawyer won’t be able to assist them any longer and that they need to engage new counsel. Include time limitations and time frames important to their cases. Explain how and where they can pick up their files. Include a deadline for doing so.
- For cases with pending court dates, Questioning, or hearings, discuss with the clients how to proceed. When appropriate, request extensions.
- Contact courts and opposing counsel immediately where Questioning or court appearances have been scheduled. Reschedule when necessary. Confirm extensions in writing
- For cases before administrative bodies and courts, obtain the clients' permission to file a Notice of Change of Representation.
- Open and review all unopened mail.
- Look for an office procedure manual.

Within First Month

- Arrange for clients to pick up their files. Clients should either pick up their files themselves (and sign a receipt when they do) or sign an authorization for you to release their files to their new lawyer.
- If a client is picking up their file, return original documents to them. Decide whether it is necessary or advisable to retain copies of client files.
- Tell all clients where their closed files will be stored and whom they should contact to retrieve them.
- If the lawyer is a sole practitioner, ask the telephone company for a new phone number to be given out when the disconnected phone number is called. This eliminates the problem created when clients call the prior phone number and get a recording stating that the number has been disconnected.

*Adapted from *Succession Planning: Preparing for the Unthinkable*, State Bar of Arizona

Notice of Replacement Lawyer to Law Society of Alberta & ALIA

[This is a sample only - modify as appropriate]

I, _____ have authorized the following lawyers to assist with [the closure of my practice] /[managing my practice while I am unable to do so]:

REPLACEMENT LAWYER:

Name: _____ LSA Roll No. _____

Address: _____

Telephone: _____ Cell Phone: _____

E-mail address: _____

SUBSTITUTE:

Name: _____ LSA Roll No. _____

Address: _____

Telephone: _____ Cell Phone: _____

E-mail address: _____

Executed in the City of _____ in the Province of _____.

Signature: _____ Date: _____

Send this form to:	
Law Society of Alberta Email: Trust.Safety@lawsociety.ab.ca	Alberta Lawyers Insurance Association Email: alia@lawsociety.ab.ca

Consent to Release Information to Law Society of Alberta and ALIA

[This is a sample only - modify as appropriate]

I _____ authorize the Law Society of Alberta and ALIA to disclose information regarding my membership and insurance status, and that of my professional corporation, to my Replacement Lawyer and Substitute, and to accept direction from him/her regarding changes or renewal of either.

Replacement Lawyer's Name: _____

Address: _____

Phone number: _____ Email: _____

Substitute Lawyer's Name: _____

Address: _____

Phone number: _____ Email: _____

I have authority to sign this document and authorize the use or disclosure of protected information to my Replacement Lawyer and Substitute. There are no claims or orders pending or in effect that would prohibit, limit or otherwise restrict my ability to authorize the use or disclosure of this information.

Executed in the City of _____ in the Province of _____.

Signature: _____ Date: _____

Resolution to Professional Corporation Granting Signing Authority to Conduct Business

[This is a sample only - modify as appropriate]

WHEREAS, the Corporation desires to grant signing authority to the person described below.

RESOLVED, that [Replacement Lawyer] _____ is hereby authorized and approved to conduct business on behalf of the Corporation, including executing transfers, assignments, contracts, obligations, and other instruments of whatever nature entered into by the Corporation.

This authority further includes executing and delivering all contracts, applications, directions and documents required by the Law Society of Alberta/ALIA associated with this corporation's permit to practice under the *Legal Professions Act* (Alberta).

Name: _____

Title: _____

Signature: _____

Letter from Planning Lawyer Advising Clients that He/She Closing Down Practice*

[This is a sample only - modify as appropriate]

Dear [Client]:

Re: [Matter]

I will be [retiring from the practice of law/closing my law practice] on [date] and will no longer be able to act as your lawyer after that time.

A review of my records indicates that you have the following file(s) or documents at this office:

1. [file name] [Relevant details, e.g., open file, closed file, wills, trust funds, corporate records, etc.]

You have several choices about how to proceed now that I will no longer be able to assist you:

- I have made arrangements with [insert law firm name/Replacement Lawyer's name] to take over your files provided you agree and that he/she has no conflict in representing you.
- You can choose a different lawyer to take over your files. I would be happy to provide you with a list of other local lawyers who practice in the area of law relevant to your legal needs.
- You can choose to proceed without any lawyer representing you.

I am sending you two copies of this letter. Please let me know what you would like to do by indicating your choice below and returning a signed and dated copy of this letter to me. The other copy is for you to keep for your records.

Since there may be important time deadlines that can affect whether legal cases will succeed, it is imperative that you let me know your decision about a new lawyer as soon as possible so that your case is protected and there is no interruption in the handling of your files.

Once you have decided, would you also contact me as soon as possible to make arrangements to obtain your [file/files] or to provide me with instructions to forward [it/them] to new counsel, including any balance of funds remaining in trust.

Within the next [fill in number] weeks, I will be providing you with a final invoice for the work I have done on your behalf and a full accounting of the money I am holding for you in my trust account.

**This letter has been adapted from a sample letter prepared by Ian Doddington and Dave Bilinsky of the Law Society of British Columbia.*

Letter from Planning Lawyer to Clients Advising that He/She Closing Down Practice

For many legal files, notifications of the change in solicitor must be given promptly to avoid any legal steps being taken against you. Your new lawyer can do this for you or I would be pleased to assist you in this regard before [date]. Unclaimed trust funds will be sent to the Law Society of Alberta. Other documents that are unclaimed may eventually be destroyed.

[For corporate records clients:] I note that my office serves as a registered and records office for [name of company]. I cannot continue to provide this service after [date]. Please let me know where your new registered and records office will be located. A notice of change of registered and records office must be filed with the government. Your new lawyer can do this or I will be pleased to assist you in this regard before [date]. Failure to notify the government can result in the company being struck off the rolls of incorporated companies. All assets of the company would then revert to the Crown.

I look forward to hearing from you as soon as possible.

If you or your new lawyer need a copy of a closed file, please contact me to make the necessary arrangements.

I have appreciated the opportunity of serving as your lawyer. Please do not hesitate to give me a call if you have any questions or concerns.

Sincerely,

Instructions:

- I would like my file to be transferred to [name of new lawyer/law firm]:
_____.
- I will be retaining new counsel but am still making the necessary arrangements. I will have them contact you once they have been retained.
- I will be proceeding without a lawyer representing me.

Client signature

Date

Letter from Replacement Lawyer Advising Clients that Lawyer Unable to Practice*

[This is a sample only - modify as appropriate]

Dear [Client]:

Re: [Matter]

I am writing to let you know that, due to ill health/his/her recent passing, [Lawyer] is no longer able to serve as your lawyer.

He/she has made arrangements for me to assist with his practice however and to help his/her clients transition to new lawyers.

A review of [Lawyer's] records indicates that you have the following file(s) or documents at his/her office:

1. [file name] [Relevant details, e.g., open file, closed file, wills, trust funds, corporate records, etc.]

You have several choices about how to proceed with your case now that [Lawyer] is no longer able to assist you:

- You can retain me to take over.
- You can choose a different lawyer to do so.
- You can proceed without any lawyer representing you.

I am sending you two copies of this letter. Please let me know what you would like to do by indicating your choice below and returning a signed and dated copy of this letter to me. The other copy is for you to keep for your records.

If you would like to meet to discuss this, please do not hesitate to contact me at [telephone number] or by email at [email address] to arrange a meeting.

Please note that until we meet and have signed a new retainer agreement, I do not consider that you have hired either me or my firm and we will not be taking any steps on your file. [If there are urgent steps needed to protect the client's interests, confirm that you will do so for that reason but that you will not be taking any other actions until retained.]

Since there may be important time deadlines that can affect whether your case will succeed, it is important that you let me know immediately what you would like to do. So that there is no interruption in the handling of your files, I look forward to hearing from you as soon as possible.

**This letter has been adapted from a sample letter prepared by Ian Doddington and Dave Bilinsky of the Law Society of British Columbia.*

Letter from Replacement Lawyer to Clients Advising that Lawyer Unable to Practice

You will soon be receiving a final account relating to the work [Lawyer] did for you, which will include any outstanding balance you owe [him/her] and an accounting of any funds [he/she] was holding for you in [his/her] trust account.

On behalf of [Lawyer], I would like to thank you for retaining him/her to represent you.

Please feel free to contact me with any questions you might have.

Yours truly,

[Replacement Lawyer]

Instructions:

- I would like my file to be transferred to [name of new lawyer/law firm]:
_____.
- I will be retaining new counsel but am still making the necessary arrangements. I will have them contact you once they have been retained.
- I will be proceeding without a lawyer representing me.

Client signature

Date

Release & Consent for Use & Disclosure of Protected Health Information

[This is a sample only - modify as appropriate]

To [custodian of records]: _____

I authorize you to disclose/release my medical records to the Replacement Lawyer named below as my agent. This includes all health information and medical records regarding any past, present or future medical or mental health condition and all information relating to the diagnosis and treatment of HIV/AIDS, mental illness, and drug or alcohol abuse.

Name: _____

Address: _____

Phone number: _____ Email: _____

I intend for [Replacement Lawyer] to be treated as I would be with respect to my rights regarding the use and disclosure of my health information and other medical records.

This release authority applies to any information governed by the *Health Information Act* and the *Freedom of Information and Protection of Privacy Act*.

I authorize any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services to give, disclose, and release this information to my agent, without restriction.

This authorization supersedes any prior agreement I may have made with my health care providers to restrict access to or disclosure of my health information. The authority given my agent has no expiration date and expires only in the event that I revoke the authority in writing and deliver it to my health care provider.

Any information provided to [Replacement Lawyer] may be used/disclosed to assist in the determination of my mental or physical capacity to practice law.

I confirm that I have authority to sign this document and authorize the use or disclosure of protected health information, and that there are no claims or orders pending or in effect that would prohibit, limit or otherwise restrict my ability to authorize the use or disclosure of this protected health information.

Executed in the City of _____ in the Province of _____.

Signature: _____ Date: _____

Name: _____ S.I.N.: _____

Address: _____

Sample Retainer Letter Provisions

[These are samples only - modify as appropriate]

In the event of my death, disability or incapacity, I have made arrangements for a Replacement Lawyer, or, if he/she is unavailable, _____ as Substitute, to provide assistance in fulfilling my responsibilities as your lawyer provided that no conflicts of interest preclude them from acting.

OR

My goal is to provide you with excellent legal services. I also want to protect your interests in the event I am no longer able to serve as your lawyer. In order to do so, I have arranged with another lawyer to assist with managing or closing my practice in the event of my death, disability, impairment, or incapacity. Should that happen, my staff or the assisting lawyer will contact you and provide you with information about how to proceed.

OR

I may appoint another lawyer to assist with the management or closure of my law practice in the event of my death, disability, impairment or incapacity. Should that occur, you consent to the assisting lawyer reviewing your file and taking steps to protect your rights and assist with my practice.

Sample Spousal/Domestic Partner Consent

[This is a sample only - modify as appropriate]

I, _____ certify and declare that:

1. I am the spouse/domestic partner of _____ [Lawyer].
2. I have read the attached agreement and agree to be bound by its terms and conditions, as amended from time to time.
3. I agree not to take any action at any time that might interfere with the operation of the agreement notwithstanding any property rights I may have to the interests my spouse/partner may have in his/her law practice.
4. I have been afforded the opportunity to seek independent legal, tax, medical and financial advice of my own choosing to provide advice concerning my rights, interests, and obligations in the agreement.

Executed in the City of _____ in the Province of _____.

Signature: _____ Date: _____

Sample Will Provisions

[These are samples only - modify as appropriate]

I revoke all Wills that I have previously made regarding the assets that comprise my law practice. For greater certainty, this revocation does not apply to any prior Wills I have made regarding the disposition of the assets of my estate which do not form part of my law practice.

With respect to my law practice, my executor or personal representative is authorized and directed to carry the terms of the *Agreement Providing for the Management of a Lawyer's Practice* dated _____ which I entered into with:

[Replacement Lawyer] _____ and

[Substitute] _____ .

[Professional Corporation, if applicable] _____ .

If that agreement is not in effect, my executor or personal representative is authorized to enter into a similar agreement with another lawyer that my executor or personal representative, in his or her sole discretion, may determine to be necessary or desirable to protect my clients' interests and dispose of my practice.

OR

My executor or personal representative is authorized and directed to take such steps as he/she deems necessary or desirable, in their sole discretion, to protect my clients' interests and to wind down or dispose of my legal practice, including selling that practice, collecting accounts receivable, paying expenses relating to the practice, providing trust accounting and issuing unused trust balances owing to my clients, employing lawyers to review my files, completing unfinished work, notifying my clients of my death and assisting them in finding other lawyers, and returning closed files to my clients and/or providing access to my closed files.

Office Contact List

Your Full Name _____

Home Address: _____

Home Phone: _____

Cell Phone: _____

Cell phone password: _____

Work email: _____

Personal email: _____

Work email password _____

Personal email password _____

Date of Birth: _____

Place of Birth: _____

Jurisdictions Where Admitted to Practice

Law Society of Alberta:

Roll # _____

Province/State: _____

Roll #: _____

Province/State: _____

Roll #: _____

Province/State: _____

Roll #: _____

Work Address _____

Work Phone: _____

Fax: _____

Email: _____

Website: _____

Professional Memberships

Name: _____

Address: _____

Phone: _____

Member #: _____

Email: _____

Name: _____

Address: _____

Phone: _____ Member #: _____

Email: _____

Spouse/Next of Kin

Name: _____

Home Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Employer: _____ Work phone: _____

Office Manager

Name: _____

Home Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Secretary/Assistant

Name: _____

Home Address: _____

Email: _____

Home Phone: _____ Cell Phone: _____

Office Sharing Lawyer

Name: _____

Home Address: _____

Email: _____

Home Phone: _____ Cell Phone: _____

Bookkeeper

Name: _____

Home Address: _____

Email: _____

Home Phone: _____ Cell Phone: _____

Accountant

Name: _____

Firm: _____

Address: _____

Email: _____

Work Phone: _____ Cell Phone: _____

Taxes

GST # _____

CRA Business Number: _____

Computer/IT consultant

Name: _____

Company: _____

Email: _____

Work Phone: _____ Cell Phone: _____

Website user name/password: _____

Email user name/password: _____

Landlord

Name: _____

Contact Person: _____

Address: _____

Location of office lease: _____

Email: _____

Work Phone: _____ Cell phone: _____

Process Service Company

Name: _____

Contact Person: _____

Address: _____

Email: _____

Work Phone: _____ Cell phone: _____

Will

Location of Will: _____

Executor or Personal Representative's Name: _____

Address: _____

Work Phone: _____ Cell Phone: _____

Alternate Executor or Personal Representative's Name: _

Address: _____

Work Phone: _____ Cell Phone: _____

Personal lawyer

Name: _____

Firm: _____

Address: _____

Email: _____

Work Phone: _____ Cell Phone: _____

Lawyers to help with practice closure

First choice: _____

Firm Name: _____

Address: _____

Email: _____

Work Phone: _____ Cell Phone: _____

Second choice: _____

Firm Name: _____

Address: _____

Email: _____

Work Phone: _____ Cell Phone: _____

Third choice: _____

Firm Name: _____

Address: _____

Email: _____

Work Phone: _____ Cell Phone: _____

Professional Corporation

Name: _____

CRA tax #: _____ Incorporation #: _____

Location of Minute Book: _____

Location of corporate tax returns: _____

Fiscal year end: _____

Corporate lawyer: _____

Address: _____

Email: _____

Work Phone: _____ Cell Phone: _____

Practice Bank Account - General

Account Number: _____

Financial Institution: _____

Address: _____

Bank Contact Person: _____

Phone: _____ Other Signatory: _____

Practice Bank Account - Trust

Account Number: _____

Financial Institution: _____

Address: _____

Bank Contact Person: _____

Phone: _____ Other Signatory: _____

Practice Bank Account – Interest-Bearing Trust Account

Account Number: _____

Financial Institution: _____

Address: _____

Bank Contact Person: _____

Phone: _____ Other Signatory: _____

Safety Deposit Box for Practice

Box Number: _____ Location of key: _____

Financial Institution: _____

Address: _____

Bank Contact Person: _____

Phone: _____ Other Signatory: _____

Post Office Box

Box Number: _____ Location of key: _____

Location: _____

Contact Person: _____

Phone: _____ Other Signatory: _____

Group Health Insurance

Policy #: _____
Insurer: _____
Contact Person: _____
Work Phone: _____ Cell Phone: _____
Email: _____

General Work Insurance (theft, fire, liability)

Policy #: _____
Insurer: _____
Contact Person: _____
Work Phone: _____ Cell Phone: _____
Email: _____

Excess Professional Liability Insurance

Policy #: _____
Insurer: _____
Contact Person: _____
Work Phone: _____ Cell Phone: _____
Email: _____

Disability Insurance

Policy #: _____
Insurer: _____
Contact Person: _____
Work Phone: _____ Cell Phone: _____
Email: _____

Life Insurance

Policy #: _____

Insurer: _____

Contact Person: _____

Work Phone: _____ Cell Phone: _____

Email: _____

Closed Files

Storage Company: _____

Address: _____

Phone: _____ Locker #: _____

Access Requirements: _____

Storage Locker

Storage Company: _____

Address: _____

Phone: _____ Locker #: _____

Access Requirements: _____

Leases of Equipment, etc.

Item leased: _____

Lessor: _____

Address: _____

Contact Person: _____

Work Phone: _____ Cell Phone: _____

Lease Expiration Date: _____

Business Credit Cards

Card Number: _____

Financial Institution: _____

Address: _____

Bank Contact Person: _____

Phone: _____ Other Signatory: _____

Other Important Contacts

Name: _____

Contact Person: _____

Address: _____

Email: _____

Work Phone: _____ Cell phone: _____

Reason for contact: _____

Name: _____

Contact Person: _____

Address: _____

Email: _____

Work Phone: _____ Cell phone: _____

Reason for contact: _____

Name: _____

Contact Person: _____

Address: _____

Email: _____

Work Phone: _____ Cell phone: _____

Reason for contact: _____

