



LEGAL AID ONTARIO  
AIDE JURIDIQUE ONTARIO

375 University Avenue, Suite 404, Toronto ON M5G 2G1  
375, avenue University, bureau 404, Toronto ON M5G 2G1

Toll free / Sans frais : 1-800-668-8258 e

Phone / Téléphone :

Fax / Télécopieur :

Email / Courriel :

[www.legalaid.on.ca](http://www.legalaid.on.ca)

Professor Frederick Zemans  
31 Shelburne Ave.  
Toronto  
Ontario  
M5N 1Y8

March 18, 2008

Dear Professor Zemans,

This is to confirm the offer from Legal Aid Ontario (LAO) to retain you as a research consultant. This letter sets out the terms and conditions of your Agreement with LAO as well as some general information and expectations relevant to your work for LAO. Appendices A and B, attached, are part of this Agreement.

This contract takes effect on the date of signature and will terminate on the date of the delivery of your final report.

You will take direction from and report to me in my capacity as Director, Strategic Research, Legal Aid Ontario.

#### **General Information and Expectations**

- LAO is undertaking a broad program of strategic research as part of its long-term planning process. Each area identified on LAO's strategic research agenda will be the subject of a research project/paper and some form of consultation(s);
- The general mandate of LAO's strategic research program is to undertake strategic research promoting access to justice by low-income Ontarians and publicly funded legal services in Ontario;
- LAO and each researcher will establish and agree to terms of reference for each major research project/paper. Researchers will be asked to participate in some form of consultation or roundtable to facilitate discussion within LAO and its stakeholders on their research topic;

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- Your research project/paper must be of very high quality. The factual, legal and public policy analysis must be able to withstand rigorous scrutiny;
- The intended audience and readership for the projects/papers are intelligent non-specialists. The public education component of the projects/papers is extremely important;
- Generally speaking, research projects/papers should use a comparative and case-based methodologies, provide concrete examples and ideas, and identify theoretical models and frameworks. The projects/papers should help identify and compare the range of policy or program options and perspectives within the subject area. It is vital that the projects/papers reflect the diversity of opinion that exists within a subject area. Projects/papers should also include bibliographies or other references;
- The research papers/projects may be posted on LAO's or otherwise distributed to promote discussion and debate;
- Neither the research projects/papers nor the accompanying consultations will be expected to provide final answers. Our goal is to provoke innovative, creative and practical ideas that will assist LAO fulfil its strategic research mandate to promote access to justice by low-income Ontarians and publicly funded legal services in Ontario.

#### **Researcher/Author's Role and Responsibilities**

You undertake to:

- Prepare a research project/paper on "Quality of Legal Aid Services" in accordance with the outline set out in Appendix A;
- Develop a draft table of contents for the paper, in consultation with LAO;
- Write the paper in plain language and ensure that the presentation, and organization of the paper is accessible to a lay readership;
- Consult with groups or individuals as LAO may request during the preparation of the project/paper;
- Provide LAO with periodic updates on request;
- Provide LAO with a written outline of potential travel and disbursements that you are likely to incur during your research (if any);
- Take part in a roundtable discussion and/or a public forum on the subject of your draft paper, if requested by LAO;
- Consider and incorporate where appropriate comments from LAO or others into the final paper;

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- Make a brief presentation of the paper to LAO staff, Board, or Strategic Research Advisory Committee if requested by LAO;
- Comply with all deadlines set out in this Agreement; and
- Comply with the confidentiality undertaking (Appendix B) and publication limitation set out in the Agreement.

### Support from LAO

I my capacity as Director, Strategic Research, I will:

- Provide timely advice and support;
- Be available for consultation throughout the course of this work;
- Provide relevant LAO resources, including background documents, reports or any other material LAO has in its possession;
- Organize consultations or roundtables in consultation with you;
- Prepare a summary report from any roundtable or public forum about your paper;
- Engage a reviewer, if deemed necessary by LAO staff, to read and comment on your project/paper;
- Circulate the draft and final paper as appropriate; and
- Facilitate input from with LAO and from and advisory committee that legal aid may establish.

### Deadlines

- Draft table of contents for the paper: June 1<sup>st</sup>, 2008
- Draft paper: October 1<sup>st</sup>, 2008
- Final paper: November 15th, 2008

### Payment

- Your fee will be \$20,000 inclusive of any and all taxes. Please note that LAO is exempt from paying GST). This amount includes the cost of all revisions required. If you engage

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graduate students or other assistants to work on the paper, any remuneration payable to them is included in this amount; and

- 20 percent of your fee is payable on execution of this contact, 50 percent on delivery of a draft paper, and 30 percent on LAO acceptance of a final paper with revisions, following the roundtable and/or public forum and posting or otherwise agreed to.

#### **Travel and Disbursements**

- LAO will work with you to develop a travel and disbursement plan and budget for your project, if needed. This written plan and budget must be approved by me on behalf of LAO prior to any expenses being incurred; and
- LAO will reimburse reasonable travel and disbursement expenses that are consistent with the plan and budget and in accordance with LAO's guidelines. LAO will provide you with a summary of these guidelines and the necessary expense claim form if travel is deemed appropriate.

#### **Fee Payments and Expense Reimbursements**

Fee payments and reimbursement of expenses will be made on the basis of your invoice to LAO and your completed expense claim form. Invoices and claim forms should be submitted to me.

#### **Confidentially Undertaking**

On acceptance of this Agreement, you will treat as confidential and will not disclose or give to any person, during or after this assignment, any information or document that is of a character confidential to the business of Legal Aid Ontario to which you may become privy as a result of the performance of the above-mentioned services. You will sign and return the Confidentiality Undertaking, attached as Appendix B.

#### **Publication Rights**

All rights to any papers/reports or other material prepared by or for you in the performance of your services, pursuant to this Agreement shall be the property of Legal Aid Ontario. Legal Aid Ontario has the sole discretion whether to release all or part of your research project/report. You may, however, apply to LAO to grant you a royalty-free license to re-publish your final project/paper at any time following acceptance of the final report by Legal Aid Ontario.

**Termination of Agreement**

This Agreement may be cancelled by either party upon giving seven days' written notice of such intention. If cancellation is by LAO, an invoice for work done and delivered up to the point of cancellation, less any earlier payments on account, will be honoured.

This Agreement takes effect on signature and will terminate on the date of the delivery of the final paper.

Please sign this letter and Appendix B and return one original to me. I look forward to your contribution to the work of Legal Aid Ontario.

Yours very truly,

Authorized Signature or Initials

Aneurin Thomas  
Director, Strategic Research

The undersigned hereby agrees to the matters documented above.

Authorized Signature or Initials

Frederick Zemans

\_\_\_\_\_  
Date

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**APPENDIX A**  
***DRAFT OUTLINE OF PAPER***

The legal aid system in Ontario has taken important steps in the last ten years to promote quality service by legal aid service providers. The most significant initiatives in this period have been the development of the Quality Services Office, clinic quality service reports, client service measures, and the development of a wide range of quality service standards for legal aid lawyer panels. Together, these initiatives form a far-reaching and enviable record promoting quality legal aid services.

LAO is not alone in confronting these issues. Anglo-American legal aid programs across the world have taken a variety of approaches to promote quality legal aid services.

This paper will analyze alternative approaches to promoting quality legal aid services. It will also identify potential next steps for LAO and other justice system stakeholders to promote quality legal aid and legal services.

More specifically, the project will:

- ❖ Survey Anglo-American legal aid programs to identify how other legal aid plans have responded to the quality challenge and report on lessons learned
- ❖ Analyze alternative approaches to outcome measures
- ❖ Discuss the relationship between quality and efficiency
- ❖ Identify how legal aid clients be incorporated effectively into legal aid quality service planning and program design

**APPENDIX B  
CONFIDENTIALITY UNDERTAKING**

I undertake to Legal Aid Ontario to keep confidential all Legal Aid Ontario documents or information that are not in the public domain. I will not use these documents or information for any purpose other than my work for Legal Aid Ontario. I understand that confidential information includes the discussions at any Legal Aid Ontario meetings, with Legal Aid Ontario staff, board members or Strategic Research Advisory Committee members.

I understand that I can request Legal Aid Ontario to release me in writing from this undertaking with respect to any document or information. I agree that Legal Aid Ontario has the sole discretion whether to release me from this confidentiality undertaking with respect to a document or information.

With respect to those documents or information that remain subject to this undertaking at the end of this contract, I will either destroy those documents or information, and provide a certificate of destruction to Legal Aid Ontario, or I will return those documents or information to Legal Aid Ontario.

**Authorized Signature or Initials**

Frederick H. Zemans

15/03/09  
Date

15/03/09  
Date

Fiscal Year	Acctg Period	Jrnl Date	AP Voucher Number or GL Journal ID	Invoice #	Vendor ID	Vendor Name	Account	Department	Project	Product	Monetary Amount	Journal Line Description	Fund	Department Description
2007	12	2008-03-31	00101852	CONSULTING	0000004743	Vercheres Consulting Inc	65400	846000			4,100.00	Expense Distribution	846000	Strategic Research
2008	12	2009-03-31	00127329	MAR 09	0000004743	Vercheres Consulting Inc	65400	846000	<del>Mar 31, 2008</del>		16,400.00	Expense Distribution	846000	Strategic Research
											20,500.00			

**VERCHERES CONSULTING INC**

31 Shelborne Avenue  
Toronto M5N 1Y8

Legal Aid Ontario  
375 University Avenue, Suite 404,  
TORONTO Ont. M5G 2G1  
Attention: Aneurin Thomas  
Director, Strategic Research

**Received**  
MAR 21 2008  
LAO Finance Dept.

March 21, 2008

**Promoting Quality Legal Aid Services**

Our fee for undertaking and commencing research project with respect to analyzing alternative approaches to promoting quality legal aid services as agreed to in contract of March 20, 2008.

Our fee (20%)	\$4,000.00
G.S.T. 5%	<u>200.00</u>
	<b>\$4,250.00</b>
	4200

Vercheres Consulting Inc

per:  
Frederick H. Zemans, President.

Payable to **Vercheres Consulting Inc.**  
Business #89231-0111 RC0001

LEGAL AID ONTARIO		
Account Number	Cost Centre	Project
1 61541010	2141610	0101
2		
3		

Match to PO Number \_\_\_\_\_  
Goods Received/Services Rendered \_\_\_\_\_

**Authorized Signature or Initials**

*Director, Aneurin Thomas*  
Mar. 29/08

101852

**VERCHERES CONSULTING INC**

31 Shelborne Avenue

Toronto M5N 1Y8

Legal Aid Ontario

375 University Avenue, Suite 404,

TORONTO Ont. M5G 2G1

Attention: Aneurin Thomas

Director, Strategic Research

Paid  
March 18<sup>th</sup>, 2009  
7-12343

**Promoting Quality Legal Aid Services**

Our fee for undertaking and conducting research and analyzing alternative approaches to promoting quality legal aid services as agreed to in contract of March 20, 2008., to undertaking research on quality assurance in Canada, and particularly in Ontario; the United Kingdom and specifically Scotland and the United States; to reviewing the development of quality assurance in Ontario; and to reviewing recent legal services development and to writing, editing and rewriting final paper.

Our fee (80%)	\$16,000.00
G.S.T. 5%	<u>800.00</u>
	<b>\$16,800.00</b>

# 127 39

Vercheres Consulting Inc

per:

Frederick H. Zemans, President.

Payable to **Vercheres Consulting Inc.**  
Business #89231-0111 RC0001

LEGAL AID ONTARIO		
Account Number	Cost Centre	Project
1 659100	89600	0
2		
3		

Match to PO Number \_\_\_\_\_  
Goods Received/Services Rendered \_\_\_\_\_

Authorized Signature or Initials

Director, Strategic Research  
Mar. 18/09.

\$16,000

**Tiamo Chan**

**From:** Tiamo Chan  
**Sent:** April 7, 2009 6:29 PM  
**To:** Aneurin Thomas  
**Cc:** Glenor Shiu  
**Subject:** Re: Vercheres Consulting Inc. Invoice Mar 18, 2009 \$16000 + GST  
**Importance:** High

Hi Nye,

Legal Aid is not GST exempt, we're not Government Department yet; thus we're going to pay the \$800 GST as vendor's invoice and going to claim the 50 % later.

If you have any further question regarding the tax, please contact our Manager - Glenor, he's happy to assist you anytime.

*Thanks, Tiamo - Accounting Department  
Legal Aid Ontario  
40 Dundas Street West,  
Suite 200  
Toronto ON  
M5G 2H1*

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**LEGAL AID ONTARIO**  
**AIDE JURIDIQUE ONTARIO**

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## **MEMORANDUM / NOTE**

**TO / DEST. :** Accounts Payable  
**FROM / EXP. :** Nye Thomas  
Director, Strategic Research  
**DATE :** March 18, 2009  
**SUBJECT / OBJET :** Invoice

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Attached is an invoice for payment. The invoice is payable to Vercheres Consulting Inc. in the amount of \$16,000.

The invoice requests payment of GST. I have advised the consultants that we are GST exempt, and that LAO will not be reimbursing this sum as a result.

Please direct the payment to

Vercheres Consulting Inc.  
31 Shelborne Ave.  
Toronto, ON  
M5N 1Y8

If you have any questions, please give me a call.

Thanks

Nye

**Tiamo Chan**

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**From:** Aneurin Thomas  
**Sent:** April 8, 2009 9:24 AM  
**To:** Tiamo Chan  
**Subject:** Re: Vercheres Consulting Inc. Invoice Mar 18, 2009 \$16000 + GST

OK, thanks for the help

----- Original Message -----

**From:** Tiamo Chan  
**To:** Aneurin Thomas  
**Cc:** Glenor Shiu  
**Sent:** Tue Apr 07 18:29:04 2009  
**Subject:** Re: Vercheres Consulting Inc. Invoice Mar 18, 2009 \$16000 + GST

Hi Nye,

Legal Aid is not GST exempt, we're not Government Department yet; thus we're going to pay the \$800 GST as vendor's invoice and going to claim the 50 % later.

If you have any further question regarding the tax, please contact our Manager - Glenor, he's happy to assist you anytime.

Thanks, Tiamo - Accounting Department  
Legal Aid Ontario  
40 Dundas Street West,  
Suite 200  
Toronto ON  
M5G 2H1

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