



Refugee Services Agreement

THIS AGREEMENT made as of the 24 June, 2013

BETWEEN **LEGAL AID ONTARIO**
(hereinafter referred to as "LAO")

- and -

Rexdale Community Legal Clinic
(hereinafter referred to as the "Recipient")

1.0 Purpose of Agreement

- 1.1 This agreement sets out the terms under which LAO will provide funding to the recipient for the purpose of providing the services outlined in Schedule A.
- 1.2 The Recipient undertakes to provide the services outlined in Schedule A, and agrees to expend the Grant monies in accordance with the budget terms contained in Schedule B.
- 1.3 Schedules A and B are incorporated into and form part of this Agreement. Where there is a conflict between the provisions of the main body of this Agreement and the Schedules, the main body of this Agreement shall prevail.

2.0 Acceptance

- 2.1 Signing of this Agreement binds the Recipient to all the terms in the Agreement.

3.0 Term of Agreement

- 3.1 The Term of the Agreement shall be for a period of 1 year commencing on the signing of the agreement and ending 1 year later, unless otherwise terminated.

4.0 Funding

- 4.1 LAO agrees to pay the Recipient the sum of \$ 67,500 over the Term of this Agreement in accordance with Schedule B.
- 4.2 The Recipient shall submit to LAO interim reports to include financial and statistical details.
- 4.3 All funds provided by LAO under this Agreement and interest on such funds shall be held by the Recipient in trust for LAO to be used solely in accordance with and for the purposes set out in this Agreement. The Recipient shall maintain a separate set of accounting records in relation to such funds.

5 Termination

- 5.1 The Recipient agrees that the funding is based upon the information supplied by the Recipient to LAO, and that the funding received from LAO is to be used only for the purpose described in Article 1. If any of the information supplied is false, or if funds are not used for the approved purpose, or if a term or condition of this Agreement is breached by the Recipient, this Agreement may be terminated immediately by LAO on written notice to the Recipient, without liability by LAO, and the amount of the Grant provided to the Recipient up to the date of termination shall be immediately repaid to LAO. Such termination is without prejudice to such other rights and remedies as may be available to LAO.
- 5.2 LAO may terminate this Agreement without liability by LAO on 30 days notice to the Recipient, and, on such termination, LAO shall be under no obligation to the Recipient except to pay it, upon receipt of proof (the adequacy of which shall be solely within the reasonable discretion of LAO) in respect of any expenses incurred or legal obligations to pay undertaken by the Recipient pursuant to this Agreement on or before the date termination takes effect. Further, on such termination, Recipient shall refund to LAO any amounts not expended by the termination date or not legally incurred by the date the Recipient is deemed to have received such termination notice.

- 5.3 Notwithstanding any other provision of this Agreement, if:
- i) the Recipient is bankrupt or insolvent according to the provisions of the **Bankruptcy and Insolvency Act**, R.S.C. 1985, c.B-3;
 - ii) a receiver or trustee of the Recipient's property and affairs is appointed; or
 - iii) the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or is petitioned into bankruptcy or files for the appointment of a receiver;

LAO may terminate this Agreement immediately without incurring any liability by delivering to the Recipient notice in writing and this Agreement is terminated as of the date of giving the notice but without prejudice to such other rights and remedies as may be available to LAO.

6.0 Governing Law

- 6.1 This Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada. The parties agree that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. The parties do hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

7.0 Applicable Laws

- 7.1 The Recipient represents and warrants that it shall comply with all federal, provincial and municipal laws, regulations and orders in existence on the date of execution of this Agreement and/or which come into existence during the term of this Agreement including but not limited to the **Human Rights Code**. The Recipient shall be responsible for obtaining any permits or licences or similar authorizations required for the performance of its responsibilities under this Agreement.

8.0 Further Grants

- 8.1 It is agreed and understood that the provision of the Agreement in no way commits LAO to provide other or additional grants now or in the future.

9.0 Reports

- 9.1 The Recipient shall prepare and deliver, in form and content and at times satisfactory to LAO, interim and final reports as required under this Agreement and such additional reports as LAO may require from time to time.

10.0 Liability, Indemnification, Insurance

- 10.1 The Recipient agrees that LAO shall not be liable for any injury, death or property damage to Recipient, its directors, officers, employees, agents, contractors or volunteers or for any claim by any third party against the Recipient, its directors, officers, employees, agents, contractors or volunteers, unless it was caused by the gross negligence or willful act of any employee or agent of LAO while acting within the scope of his or her employment or agency respectively.
- 10.2 LAO shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.
- 10.3 The Recipient does hereby indemnify LAO, its officers, employees, agents and contractors, against all claims, demands, actions, causes of action, damages, costs, losses, expenses or liabilities related to the performance, purported performance, or non-performance of this Agreement, unless it was caused by the gross negligence or willful act of an employee of LAO while acting within the scope of his or her employment.
- 10.4 (a) The Recipient shall maintain at its expense the following insurance policies in form and substance acceptable to LAO:
- (1) Commercial general liability for a limit of not less than \$2,000,000 per occurrence on property damage, bodily injury (including death) and personal injury and including the following: LAO and its officers, employees, agents and contractors shall be included as an additional insured, but only in respect of and during services performed under this Agreement for LAO and not in respect of any act or omission by LAO, its officers, employees or agents; there shall be a cross liability clause and a contract liability clause endorsement; and,
 - (2) Professional errors and omissions for a limit not less than \$1,000,000 per occurrence.
- (b) The Recipient shall give LAO proof of the insurance in paragraph (a) within 10 days of the signing of this Agreement by LAO.

(c) The policies in paragraph (a) shall include a provision requiring the insurer to give prior written notice to LAO in the manner set forth in the policy conditions in the event that a policy is to be changed or canceled.

11.0 Assignment

11.1 The Recipient shall not assign this Agreement, or any part thereof, or subcontract any of its responsibilities under it without the prior written approval of LAO, which approval may be withheld by LAO in its sole discretion or given subject to such terms and conditions as LAO may impose.

12.0 Freedom of Information and Protection of Privacy Act and Confidentiality

12.1 Any information collected by LAO pursuant to this Agreement is subject to the rights and safeguards provided for in the Freedom of Information and Protection of Privacy Act.

12.2 (a) The Recipient agrees that, both during and after this Agreement, all personal identifying information about or from any individual participant collected by LAO in order to administer the project shall remain private and confidential and will not be disclosed to anyone, without the prior express written consent of the particular participant.

(b) The Recipient agrees that any personal information mentioned in paragraph 12.2 (a) will not be disclosed to LAO unless LAO so requests and the prior express written consent of the particular participant(s) is obtained.

12.3 Both during and after this Agreement, the Recipient, its directors, officers, employees, agents, contractors and volunteers shall treat as private and confidential any information concerning the affairs either of LAO to which it or they become privy in the course of this Agreement.

13.0 Credit and Acknowledgement

13.1 All public communications by the Recipient respecting the service provided under this

Agreement, including press releases, brochures, published reports, and radio and television programs shall contain the following phrase: "This project has received financial support from Legal Aid Ontario".

14.0 Notices

14.1 Notices under this Agreement shall be in writing and sent by personal delivery, facsimile transmission ("FAX") or by ordinary prepaid mail.

- 14.2 Notices by mail shall be deemed to have been received on the fourth business day after the date of mailing.
- 14.3 Notices by personal delivery or by FAX shall be deemed to have been received at the time of delivery or transmission respectively.
- 14.4 In the event of an interruption in postal service, notice shall be given by personal delivery or by FAX.
- 14.5 Notices to the parties shall be sent to the following addresses:

Legal Aid Ontario:

**Address: 40 Dundas Street West
Suite 200
Toronto, ON
M5G 2H1**

**Phone: 416 979-2352
FAX : 416 979-2948**

Recipient:

**Address: Rexdale Community Legal Clinic
21 Panorama Ct #24,
Toronto, ON
M9V 4E3**

Phone: (416) 741-5201

Fax :

The parties may designate by notice in writing to each other a change of address at any time.

- 14.6 For this Agreement, "business day" means any working day, Monday to Friday inclusive, excluding: (i) statutory and other Ontario Provincial Government holidays, namely, New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day; and, (ii) any day on which LAO has elected not to be open for business.

15.0 Accounting and Audit

15.1 The Recipient shall ensure that proper accounting records are kept by it in respect of the funds provided by this agreement.

15.2 The Recipient shall retain and maintain all materials and records associated with this Agreement for a period of three (3) years following its termination or expiry.

15.3 LAO may, without notice and during normal business hours, review all materials and records of the Recipient referred to in subparagraph 15.2 hereof, during the term of this Agreement and within three (3) years after its termination or expiry.

16.0 Waiver of Terms

16.1 A waiver of any failure to comply with any term of this Agreement shall be in writing and signed by the aggrieved party. Each waiver shall refer to specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

17.0 Relationship of the Parties

17.1 This Agreement is a contract for services and nothing in it shall be read or construed as conferring upon the Recipient, its directors, officers, employees, agents, volunteers or contractors, the status of officer, employee, agent or volunteer of, or partner or joint venturer with LAO.

18.0 Amendments

18.1 This Agreement may be amended, altered or added to only by written agreement between and signed by the parties, which agreement is supplemental to this Agreement and thereafter forms part of it.

19.0 Entire Agreement

19.1 This Agreement constitutes the whole agreement between the parties with respect to the matters dealt with in it, and it replaces any prior agreements, undertaking, discussions and the like respecting the matters dealt with in this Agreement and entered into by the parties prior to the commencement date of this Agreement.

20.0 Survival

20.1 Articles 6, 9, 10, 12, 15 and 20 survive termination or expiration of this

Agreement.

21.0 Benefit

21.1 This Agreement is for the benefit of and is binding upon the parties to it and their successors and assigns.

22.0 Not Exclusive

22.1 The services of the Recipient contracted for by LAO in this Agreement are not exclusive. LAO has the right to contract for identical or similar services with any other person or entity without restriction whatsoever.

23.0 Conflict of Interest

23.1 The Recipient, any of its contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to LAO where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of LAO) with the provision of the services pursuant to this Agreement. The Recipient acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of LAO relevant to the services where LAO has not specifically authorized such use.

23.2 The Recipient shall disclose to LAO without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

IN WITNESS WHEREOF the parties have executed this Agreement.

LEGAL AID ONTARIO

Per: 

Name and Title

 VICE PRESIDENT, GTA REGION

I have authority to bind the Corporation

Date

June 24, 2013

Rexdale Community Legal Clinic

Per([REDACTED]

Name and Title

I have authority to bind the Corporation

June 26, 2013.
Date*DIRECTOR OF
ADMINISTRATION*

SCHEDULE A

1. Rexdale Community Legal Clinic will provide the following services to refugee claimants.
 - a. Prepare and file with the Refugee Protection Division (RPD) of the Immigration and Refugee Board Basis of Claim (BoC) forms
 - b. Prepare and represent claimants at the Refugee Protection Division of the Immigration and Refugee Board.
2. Legal Aid Ontario through centralized intake and merit screening will offer to non-represented applicants who live within the following postal codes M9W; M9V; M9R; M9P three options for service – staff office, Rexdale, and private bar. Claimants who have designated Rexdale as counsel will be referred to Rexdale and those who have not designated counsel at the time of application for legal aid will be offered Rexdale as a service option.
3. Claimants will be screened by LAO to determine merit prior to referral for BoC services, and prior to referral for RPD representation services. Claimants who select Rexdale will be referred to Rexdale at a maximum rate of 2 claims a week, referrals not to exceed 40 BoCs and 40 Hearing representations over the 1 year pilot.
4. In addition to referrals from LAO, Rexdale will develop and execute an outreach plan aimed at promoting its refugee services to agencies and communities.
5. The success of this one year project will depend on a number of factors, including the number of BoCs and hearings completed. The ranges below are provided as a guide for Rexdale:
 - a. Prepare and file 35-40 Refugee Protection Division BoC forms
 - b. Prepare and represent claimants at 35-40 hearings of the Refugee Protection Division

The minimum number required pursuant to this pilot agreement is 35 BoCs and 35 hearings. This is in addition to Rexdale's annual average RPD matters per year.
6. Rexdale will provide LAO with reports on a monthly basis that contain at a minimum the following:
 - # of Clients Served and Services Provided with Cost per Client & Case
 - Resource Usage Allocation (law clerk, paralegal, lawyer, etc.)
 - Service Outcomes & Client/Stakeholder Satisfaction
 - Stage when case file outcomes are achieved with clinic involvement
 - Complaints Filed and Founded
 - Initial File Evaluation Response Time

Additional information regarding the specifics of these reporting requirements will be provided. Rexdale will work with LAO to create a new CMT system code to track clients and services provided specific to this project.

7. Rexdale will ensure the quality of BoC preparation and hearing representation is paramount. All service providers, including licensed paralegals, will meet or exceed LAO's RPD quality standards, including supervision and training required¹. Rexdale will maintain a success rate that is aligned with the average IRB success rates for nationals of the same country of origin.
8. Prior to signing this Agreement, Rexdale will provide LAO with details regarding who will deliver the service, and the training and supervision plans to be followed. In addition, Rexdale will provide monthly reports on training, supervision, mentorship and professional development of staff delivering the service, including licensed paralegals.
9. Rexdale agrees to participate in an evaluation of the project to take place 10 months following the date of signing of the agreement, including a client survey to assess client satisfaction with the services received.

¹ LAO is currently revising its RPD quality standards for lawyers and developing RPD standards for licensed paralegals. Any renewal of this 1 year pilot agreement will be contingent on service providers meeting these standards.

SCHEDULE B

1. LAO will pay Rexdale Community Legal Clinic \$67,500 for the following services:

Service	Total Payment
35-40 Basis of Claim Forms 35-40 Hearing Preparations and Attendance Disbursements	\$67,500

2. LAO will disburse the funds on quaterly basis following the schedule below on the presentation of quarterly project reports satisfactory to LAO.

Date of Payment	Amount of Payment
On signing of the Agreement June 2013	\$27,000
October 1, 2013	\$13,500
January, 2013	\$13,500
April, 2014	\$13,500

3. LAO will commence referrals to the Rexdale on or before July 22, 2013.

REXDALE REFUGEE SERVICES
TRAINING, DEVELOPMENT AND SUPERVISION PROPOSAL

The purpose of this proposal is to identify ongoing and planned initiatives of our staff to build and develop capacity in the area of Refugee Law. We are mindful of the fact that the successful provision of Refugee Law services requires a commitment to training and engaging quality resources. The format of this proposal will be presented through a workflow plan that we have developed to most efficiently serve our clients from the very beginning of the process.

Staff Resources:

Paralegal: [REDACTED]

Immigration Consultant: [REDACTED]

Supervising Staff Lawyer: [REDACTED]

LAO Staff oversight:

[REDACTED] – Director, RLO

[REDACTED] – Advice Lawyer, RLO

BOC review staff – GTA District Office [REDACTED]

Capacity Building to Date:

Our main focus to date has been to build our capacity to enable us to provide services in refugee law, including the completion of the Basis of Claim form in a timely manner and to conduct hearings at the RPD in a high quality and efficient manner.

We have proposed a collaborative partnership with Legal Aid Ontario including, Legal Aid Workers at LAO who have expertise in preparing the BoC, the RLO, and Parkdale Community Legal Services to assist us in doing so.

Collaboration with Parkdale will involve training with the A2J software to assist with conducting the BoC interviews. This will be very useful as we understand that the software also has a defensive practice built in.

Legal Aid Workers at LAO will initially assist with review of BoCs to ensure quality standards are met.

RLO will act as a resource including: mentoring and allowing for job-shadowing opportunities.

In terms of research, we are in the process of building an easily accessible electronic library categorized by country-where we will be able to pull country information on any given area (gender discrimination, political persecution, etc) quickly and efficiently.

On recommendation from refugee law service providers in the community we are registering for the Canadian Council for Refugees to access their List Serve and other relevant information, workshops and conferences.

Quality of BoC preparation and RPD representation will be paramount and the staff responsible for delivering this service have been and will continue to be committed to every opportunity to engage quality resources in order to build capacity. Our clients will have the benefit of fully trained, competent and qualified legal representatives delivering a high quality and efficient services in accordance with LAO standards. We will remain current in our immigration knowledge and in our development of relationships with the private bar as well as other LAO service providers.

Training to Date

Our paralegal, [REDACTED] and immigration consultant, [REDACTED] have been shadowing the immigration lawyer, [REDACTED] who comes into the clinic once a week for summary advice on various immigration issues. This has been and will continue to be a useful resource for building capacity.

Our staff has also attended numerous immigration training sessions at Parkdale Community Legal Clinic [REDACTED]. These sessions have been comprehensive and extremely useful in educating the staff lawyers, paralegal and immigration consultant on important case law, common pitfalls and identifying elements of a claim that will fall into important sections of the law with respect to refugee determination. The last training session attended was in partnership with RLO staff lawyers and this was especially informative for our staff.

The paralegal responsible for preparing the BoCs and representing clients has been familiarizing herself with the IRPA and building a library of relevant case law with respect to refugee protection. She has also been attending seminars and conferences that focus on the legislative changes for refugee claimants and the impact on service providers and claimants. She attended a conference on Immigration and Settlement conference at Ryerson University in May, 2013 and attended a number of workshops- one of which was solely on working with Somali refugees (our expected demographic)..

JUNE 10 – JULY 15:

Proposed Training

We are leveraging resources through the University of Ottawa's Refugee Assistance Project where we will be attending full day training on June 13, 2013, filling out the BoC and other relevant forms. This workshop also focuses on the most efficient methods of gathering evidence.

Our staff is also enrolled to attend an RLO training session on June 26th, 2013 which should be very useful in networking and continuing to build capacity. Refugee Law

Office will be key in partnering and consulting while this project begins. We hope to arrange for those staff that will be responsible for providing the refugee services to shadow RPD hearings with RLO staff lawyers in order to gain a strong sense of how the process unfolds.

The LSUC has on demand webcasts on representing Refugee claimants at the Refugee Protection Division. Our staff will be reviewing these webcasts in the coming weeks as well as observing hearings at the RPD. This will be essential in developing a strong sense of the process and how it unfolds.

In the coming weeks we hope to identify quality external immigration professionals in consultation with Legal Aid to develop partnerships for referrals and other initiatives.

JULY 22, 2013:

Commencement of Services

RCLC is able to start receiving and delivering refugee law services

Process & Supervision

All administration and coordination of the files will be the responsibility of the immigration consultant including:

Scheduling appointments, conducting initial client interviews, assisting with the collection of documents, and file management, including the production and submitting of statistical reports.

The substantive process will be driven by the paralegal who will conduct in-depth interviews with clients in order to gather the necessary information which will then form the Basis of Claim. Once the Basis of Claim is completed it will be passed to the supervising staff lawyer for the first stage of review. Following this review the claim will be forwarded to the Legal Aid Workers who are currently review BoCs at LAO's District Office. They will provide feedback at the initial stages to ensure the BoCs are in line with LAO's standards for service delivery. We expect to collaborate with LAO in this manner until we feel that the second stage of supervision is no longer necessary. We anticipate requiring this assistance for the first two months.

Additional supervision of the paralegal will take place 15 days before the scheduled hearing (or once all necessary evidence has been gathered). The supervising lawyer will be provided with the completed file and will review for any potential issues with evidence before the 10 day submissions deadline is due. This stage of supervision will act as a safeguard in order to ensure nothing potentially harmful to the client is submitted and that all important evidence has been obtained and is in the file. The paralegal will not undertake matters and/or will transfer the file where there is evident complexity and where a lawyer would be better qualified to provide the service, eg. situations of

ministerial intervention and exclusion.

The hearings will primarily be conducted by the paralegal with the supervising lawyer backing up where necessary. However, for the first six months, the RLO will provide supervisory accompaniment to the paralegal at hearings.