Legal Services Society

Providing legal aid in British Columbia since 1979

British Columbia
www.legalaid.bc.ca

LOCAL AGENT SERVICES: CRANBROOK

EXPRESSION OF INTEREST

EOI-Cranbrook 2019-ADMIN-004

Issue date:
October 18, 2019

Closing date:
December 20, 2019 at 4:00 P.M. Pacific Time

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Legal Services Society
Providing legal aid in British Columbia since 1979
Suite 400
510 Burrard Street
Vancouver, BC V6C 3A8
Tel: (604) 601-6000
Fax: (604) 682-0787
www.lss.bc.ca

Submission Guidelines

A. Introduction

a) The Legal Services Society (LSS) is soliciting Expressions of Interest (EOIs) from qualified lawyers and law firms, professional corporations or partnerships, or other legal entities that, meet the requirements set out in this document, to deliver services in Cranbrook and surrounding area as may be necessary.

b) Local Agents perform very important services on behalf of the Legal Services Society in their communities, by, for instance:
   - providing intake services to enable local access to legal representation for people with low incomes,
   - providing public legal education and information (PLEI),
   - providing legal advice,
   - engaging in outreach and liaison with community, Aboriginal and legal groups, and
   - scheduling duty counsel.

c) These Guidelines and the precedent Contract and its schedules, which is Appendix "A", set out the instructions and information required for submitting your Expression of Interest; the procedures and criteria LSS will use to select a Local Agent for a location from qualified candidates; the terms and conditions of any contract, if one is awarded; and the specifications for the required services.

d) The services required by LSS are specified in Schedule "A" to the precedent Contract. Additional services that you wish to offer to improve your ability to serve our Cases, beyond the services specified in Schedule "A", may be proposed.

e) These tender documents stipulate that the contract will be for a fixed, annual price, which is non-negotiable.

B. Definitions

a) In this Expression of Interest
- "CMS / CIS" means Case Management System / Client Information System;
- "CRC(s)" means Criminal Records Check;
- "EOI(s)" means Expression(s) of Interest;
- "LSS" means Legal Services Society;
- "PLEI" means Public Legal Education & Information

C. Modification of Terms

a) LSS reserves the right, in its sole discretion, to modify the terms of this EOI request at any time. This includes the right to cancel this EOI at any time prior to entering into a contract with any candidate.

b) This request for EOIs should not be construed as an agreement to purchase goods or services. The intent of LSS, without imposing an obligation on itself, is to enter into a contract with the candidate with the highest overall ranking with respect to delivery of the Services in the location, provided that such candidate is otherwise acceptable to LSS, on the basis of, without limitation, the references provided, completed Criminal Record Checks, any additional information obtained by LSS, and LSS's past experience with the candidate.

c) LSS is not bound to accept any EOI tendered or enter into a contract with any candidate. LSS reserves the right to accept or reject any EOI, and reserves the right to accept any EOI in part, unless the candidate indicates in its EOI document that partial acceptance is not permitted.

D. Questions & Answers

a) All questions related to this EOI must be submitted by email to bids@lss.bc.ca by **11:00 am PST, Nov 08, 2019.**
b) All subsequent addendums related to the EOI, including changes made to this document and responses to questions will be posted on the BC Bid website at www.bcbid.ca
c) It is the responsibility of interested parties to monitor the BC Bid website for information. LSS assumes no obligation to notify or remind anyone of the posting of addendums on this website.
d) LSS will complete posting answers, on **November 15, 2019**, **by 4:00 p.m. PST**.

E. Delivery of Expressions of Interest

a) You must submit by email to bids@lss.bc.ca your signed, original EOI and any additional material in PDF format by 4:00 p.m. PST, on **December 20, 2019**, addressed to:

Attention: **Pierre Manarovici**
Manager, Finance and Administration
Legal Services Society
400 – 510 Burrard Street
Vancouver, BC V6C 3A8

Subject Line: Local Agent EOI-Cranbrook 2019-ADMIN-004

b) Include all support materials, such as resumés, certificates, external references, etc., with your EOI response.

c) LSS will acknowledge receipt of the candidates email regarding the EOI submissions received at bids@lss.bc.ca

d) LSS recommends that the candidates monitor their email to ensure their submission has been acknowledged by LSS before the closing date and time. A contact name and number is provided on the BC Bid website if you have not received an acknowledgement.

e) Date and time of each EOI submission is recorded to meet the requirements of the EOI. LSS will not accept and review EOIs in whole, or in part, that are delivered after the deadline and may, in its discretion, return or destroy them.

F. Freedom of Information and Protection of Privacy Act ("FOIPPA")

a) EOIs and all additional information collected and submitted pursuant to this Request are understood to be provided in confidence and will become the property of LSS. All information will be held in confidence by LSS, subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") or any other disclosure obligations imposed upon LSS by law, including, but not limited to, any request, requirement, decision, or order of a Court or duly constituted regulatory body with jurisdiction over LSS.

b) The candidate acknowledges that the contracting party and all people engaged in providing the Services may be subject to the *Freedom of Information and Protection of Privacy Act* and may be obliged to collect, protect, retain, use, and disclose personal information only in accordance with the *FOIPPA*.

G. Additional Information and Requirements

a) Clearly indicate in your EOI any information or elements of your submission that are patented, trademarked, copyrighted, or otherwise proprietary to you. Please have available proof of such proprietary nature, e.g., trademark certificate, for delivery to LSS upon request. Notwithstanding the foregoing, LSS may use any information submitted to form or refine requirements for future tenders.

b) Any assumptions being made by a candidate in the preparation of the EOI should be clearly stated. The implications of these assumptions on any other statements and responses in the EOI should also be clearly stated.

c) Candidates are cautioned to carefully read and follow the procedures set out in these Guidelines, as any deviation from these procedures may be cause for rejection of the EOI.

H. Payment for the Services

LSS offers to pay for all of the Services as a total amount per annum per location, as set out in Schedule "E", payable in 12 monthly installments.

I. Liability for Errors

a) While LSS has used reasonable efforts to ensure the accuracy of the information in these Guidelines and Appendices, and will continue to do so in respect to any questions that may be asked in this process, the information is not guaranteed or warranted to be accurate by LSS, nor is it necessarily comprehensive or exhaustive.

b) Nothing in the herein is intended to relieve candidates from forming their own opinions and conclusions with respect to the matters addressed herein.

J. Qualifications

a) A candidate must have the following qualifications and experience:

1. At least one lawyer who is an active practicing member in good standing with the Law Society of British Columbia, without restrictions material to the provision of the Services;

2. An office for business in, or within, **20 kilometers of Cranbrook, BC**, for which Services are to be provided;

3. Sufficient knowledge of the local legal environment to be able to consistently and appropriately apply legal aid coverage criteria, including:
   i. knowledge of local sentencing patterns and trends to determine the risk of jail;
   ii. knowledge of the origins of and other issues regarding domestic violence, including the needs of applicants in these circumstances, and
   iii. awareness of mental health issues which would affect a client's ability to represent themselves in a court proceeding.

4. Knowledge of community and government services in the location that can provide appropriate services to assist an applicant resolve his or her problems; and the ability to provide information and referral to those services when appropriate;

5. Knowledge of legal information resources available from LSS and other sources that can assist the applicant to resolve his or her problems;

6. Experience or demonstrated ability in working with committees, associations, and community agencies involved with the justice system, the Aboriginal community, and ,social justice issues that impact poor and otherwise disadvantaged people; and

7. Errors and omissions and liability insurance, or the ability to obtain and have such insurance in place during the term of any Contract.

K. References

a) The candidate should provide three written references:
   - two from members of the legal profession
   - one from a non-profit organization serving people with low incomes or from a member of an Aboriginal-governed organization

b) The references should be knowledgeable about the candidate's work relevant in scope to the Services described in Schedule "A" of the Contract and which has been performed within the last two years.

c) The reference should include the referee's name, telephone number, and relationship to the candidate, and a brief description of the services and the date when they were provided.

d) For information that candidates should ask the references to consider including, refer to the topics set out in **P. Desirable Criteria**.

e) Candidates acknowledge and agree that:
- LSS may contact references to confirm the information provided and seek additional information
- in those circumstances where the candidate is currently providing or has previously provided services to LSS, or is or was employed by LSS, LSS will be deemed to be included as an additional reference
- references may form a material component of the decision of LSS regarding the choice of the successful candidate, if any

L. Record Checks

a) Candidates are required to include with their EOIs completed criminal records checks ("CRC") on people who will be involved in the provision of the Services, confirming that none of those people has any criminal convictions. In the event that a candidate cannot obtain the CRC results prior to the closing date, the CRC must be satisfactorily completed as a precondition to LSS entering into a contract with a successful candidate.

b) The candidate, who is a lawyer or lawyers who have come together to deliver an EOI, such as by a joint venture, is required to provide to LSS, on reasonable notice, written Authorization(s) sufficient to permit LSS to obtain information from any Law Society in which the lawyer is or was a member. This authorization permits LSS to obtain information regarding the lawyer's membership, credentials, practice, insurance and assurance status, and discipline history and claims information from any insurer that provides, or has provided, insurance coverage to the lawyer or to the Law Society on behalf of the lawyer.

c) LSS will share with the lawyer any information received pursuant to the Authorization(s) and prior to basing any decisions on such information will offer the lawyer a reasonable opportunity to respond to it.

M. Evaluation of Expressions of Interest

a) LSS will evaluate all EOIs that have met the closing date deadline of **December 20, 2019**, at 4:00 pm PST.

b) The committee will evaluate all EOIs against the Mandatory Criteria. EOIs not meeting all Mandatory Criteria will be rejected without further consideration.

c) EOIs that do meet all Mandatory Criteria will be evaluated and scored by the committee against the Desirable Criteria. Minimum scores are defined for the Desirable Criteria, so an EOI that does not meet the minimum score in each category and/or in total may be rejected without further consideration.

d) In cases of a location where no candidate meets the minimum score of 60%, LSS reserves the right, at its sole discretion, to enter into negotiations with the candidate receiving the highest score, solicit other EOIs, or decline to enter into any contract.

N. Estimated EOI Times

The following timetable outlines the anticipated schedule for the selection process. The timing and sequence of events may vary and shall ultimately be determined by LSS.

Event	**By Date**
Closing date for questions	November 08, 2019
LSS completes replies to questions	November 15, 2019
Closing date for receipt of EOIs	December 20, 2019
Evaluations	January 03, 2020

O. Mandatory Criteria

The following are Mandatory Criteria. EOIs will be assessed in light of the evaluation criteria set out herein. EOIs that do not meet these requirements will receive no further consideration during the evaluation process. Indicate in the EOI document your willingness to accept the Mandatory Criteria.

Mandatory Criteria
1. The EOI document and all additional material, including written references, must be received by LSS as set out in the Guidelines, **by 4:00 p.m. PST, on December 20, 2019.**
2. The EOI document must be signed by the candidate or a person authorized to sign on behalf of the candidate.
3. The candidate must disclose the names of any lawyers with whom and law firms with which any relationships are maintained or contemplated, including space- and employee-sharing, and whether those lawyers or law firms do or are expected to provide any services to LSS.
4. The candidate must designate at least one lawyer with a current practising certificate from the Law Society of British Columbia as responsible for supervising the delivery of the Services, including those specified to be provided by the Local Agent as a lawyer, or the candidate must provide the latter Services himself or herself. Any lawyer to be involved in providing the Services must disclose any restrictions on his or her Law Society of British Columbia practising certificate material to the provision of the Services.
5. The EOI document must include information regarding, but need not be limited to: i. names, ii. training, iii. qualifications, iv. backgrounds of all persons who would be involved in providing the Services, v. number of staff, vi. the availability and deployment of technology and equipment to staff, including computer hardware, software and other technological support for delivery of the Services, vii. location of the candidate's principal office at the time the EOI is submitted, should be in, or within, **20 kilometers of Cranbrook**, BC, in which the

Services are to be delivered. If the candidate does not have any premises available to provide the Services in the location for which application is being made, an undertaking to open such a primary premises prior to commencing delivery of the Services must be provided with the EOI;

The candidate may propose in addition, or as an alternative, to using his, her, or its principal office as the primary premises for delivering the Services, using other premises, such as those occupied by a third party, e.g., community centres, women's groups' centres and transition houses, or Aboriginal organizations' sites, or another law office, but must include confirmation in the EOI document that all the necessary arrangements have been finalized, subject to selection as Local Agent;

viii. the hours that the principal office, or the primary premises if different than the principal office, will be open for delivering the Services, and

ix. other premises, if applicable, e.g., remote locations, community partners' locations, Aboriginal centres, courthouses, etc., that will be open for the delivery of the Services and when.

6. The candidate agrees that any relationships, appointments with other organizations or government agencies, or any restrictions on practise certificates, or other restrictions or circumstances that may have an impact on contracting with LSS and providing the Services, will be disclosed in the EOI document, and that should the candidate be successful and enter into a contract, that such disclosure is a continuing obligation.

   The candidate agrees that LSS will determine whether such relationships, appointments, restrictions, or other circumstances are incompatible with the Local Agent's responsibilities and will advise the candidate accordingly.

   Prior to and throughout the term of the contract, LSS will require the successful candidate to voluntarily disclose any information that may have an impact on providing the Services and may require substantiation of continued compliance with relevant Mandatory Criteria.

7. The candidate must describe the candidate's ability to provide the Services in a culturally appropriate manner to the Aboriginal community and outline the candidate's past experience working with Aboriginal communities.

8. The candidate and any proposed employees must successfully complete Criminal Record Checks, or undertake to do so as a precondition to entering into a contract for delivery of the Services and the candidate and any lawyers who are to be involved in providing the Services may be required to provide an Authorization to permit the LSS to obtain Law Society information.
9. LSS's method for paying contractors is via Electronic Funds Transfer (EFT) and the successful parties will be required to accept and comply with that method of payment.
10. The candidate and any employees will comply with LSS's policies, procedures, and general instructions; any operations and Intake manuals; as amended from time to time; and, if applicable, the policies and guidelines established for special initiatives.
11. The candidate and any employees will comply with the administrative policies, billing guidelines and fee and disbursement policies set out in the relevant sections of any manuals, as amended from time to time.
12. The candidate must agree to accept the amount offered to be paid for the Services on an annual basis, for each location for which the candidate would deliver the Services.
13. The candidate agrees that LSS is under no obligation to receive further information, whether written or oral.
14. The Candidate agrees to accept the Contract, as set out in Appendix "A".

P. Desirable Criteria

a) Proposals meeting the Mandatory Criteria will be further assessed against the following Desirable Criteria. LSS will score each category for each EOI, with scores determined by the LSS evaluation committee exercising its judgment, based on the information available to it.

b) Candidates, by submitting an EOI document, recognize and accept that this process will necessarily be to some degree subjective and agree to accept the determinations made by LSS.

c) The total minimum score must be at least 60 points of the 100 total weight of the Desirable Criteria. The minimum score represents a fraction of the total possible points available in that category, so for example, candidates must score 18 out of a possible 30 points in category (a).

Desirable Criteria	Weight	Minimum Score
Candidate and Employee Experience, Training, Past Performance and References 1. Candidate's business background and relative experience, including number of years in business. 2. Candidate and employee(s) experience, training, and past performance, including experience working with the Aboriginal community. 3. Prior experience in providing legal aid to clients with low incomes. 4. Memberships in or connections with community agencies, (e.g. those serving the Aboriginal community). 5. Experience with LSS intake systems. 6. Reference checks.	30	18
Methodology for Service Delivery 1. Hiring, training, and evaluation of employees. 2. Hours of service. 3. Replacement staff & contingency plans for service delivery. 4. Proposed procedures for monitoring and evaluating the ongoing quality of the Services. 5. Security of electronic and computer records. 6. Gathering and reporting of data about the Services provided but not recorded in CIS.	30	18

7. Provision of summary advice including, without limitation, in the areas of family, criminal, poverty law, and immigration law if applicable. 8. Strategies for educating your community about the Services, including providing Public Legal Education and Information and initiating or participating in local community development and service initiatives. 9. Strategies for delivering the Services to the Aboriginal community in a culturally appropriate manner, including noting any relationships and connections with Bands in your area. 10. Strategies for delivering the Services to any ethnic and immigrant communities in a culturally appropriate manner, including noting any relationships and connections with such groups in and around your location. 11. Creation and maintenance of good relationships with private bar, Crown, and other law-related service providers.		
Resources to Support the Services 1. Location of the principal office and of the primary premises for delivery of the Services if other than the principal office. 2. Facilities and space in the office and/or other premises adequate to deliver Intake services and corollary services. 3. Computer and other equipment. 4. Proximity of the candidate's places of Service to public transit routes.	25	15
Value-Added Services or Facilities as May Be Identified by the Candidate For example:	15	9

1. Ability to receive applications at places other than the candidate's principal office, as for instance at premises occupied by a third party, courthouses, community centres, women's groups' centres and transition houses, or Aboriginal organizations' sites, or another law office. 2. Available space for a stand-alone computer to be used by clients to view and download information from LSS websites. 3. Number of hours per month that the candidate may be able to provide *pro bono* summary legal advice services.		

Q. Provisos

a) LSS reserves the right to negotiate to vary the terms of any EOI received from a candidate and to offer a contract to that candidate, without first offering such negotiated and revised terms to any other candidate.

b) If LSS cannot complete a contract within 14 days of notifying the successful candidate, LSS may, at its sole discretion, at any time thereafter, terminate dealing with that candidate and either contract with the next qualified candidate or choose to terminate the process and not enter into a contract with any of the candidates.

c) LSS reserves the right to approve or restrict subcontracting of the Services by the candidate.

d) Candidates are solely responsible for their own expenses in preparing an EOI document and for subsequent dealings with LSS, if any. If LSS elects to reject any candidate's or all EOIs, LSS will not be liable to any candidate for any claims, whether for costs or damages incurred by the candidate in preparing the materials, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

e) Commencement of the parties' rights and responsibilities and of the Local Agent's Services are contingent upon the execution of a contract by the successful lawyer, law firm, professional corporation or partnership, or other legal entity and LSS.

Appendices follow.

Appendix A

(PROPOSED) LOCAL AGENT CONTRACT

BETWEEN:

LEGAL SERVICES SOCIETY, a Corporation continued under the *Legal Services Society Act*, S.B.C. 2002, c. 30

("LSS")

AND:

Name, (Barrister & Solicitor)

("Local Agent" Cranbrook, BC)

RECITALS:

A. Legal Services Society (LSS) is an independent society with a mandate to provide legal aid services under the *Legal Services Society Act* (the "LSS Act"). These services include, but are not restricted to:

(1) assessing individuals who apply for legal aid to determine whether they are financially eligible and their legal issues are covered under the Act;

(2) directing ineligible applicants and others who inquire to alternative sources of assistance and information;

(3) referring eligible applicants to lawyers with an LSS Vendor Number; and

(4) delivering Public Legal Education and Information and conducting related activities throughout British Columbia.

B. The Local Agent, if an individual, is a lawyer in good standing under the Legal Profession Act of British Columbia and the Rules of the Law Society of British Columbia (the "Rules") and holds a current practising certificate without restrictions relevant to the delivery of the Services.

C. LSS and the Local Agent acknowledge that the Local Agent is an independent contractor who, or legal entity that, has been retained by LSS to provide the Services defined below.

THE PARTIES AGREE FOR CONSIDERATION AS FOLLOWS:

1. DEFINITIONS

1.1 Definitions created in this document will apply to this entire Contract.

1.2 "Default Notice" means written notice of a breach of this Contract, in which LSS identifies the breach(es) and specifies the time and ways in which to remedy it/them.

1.3 "Local Agent" is the named person who or legal entity that has contracted with LSS to provide the Services.

1.4 "LSS Vendor Number" is the identification number issued by LSS to members of the private bar who are authorized by LSS to provide legal services under a tariff set by LSS.

1.5 "Major Breach" means:

(a) any unauthorized assignment of this Contract or delegation of the Services by the Local Agent;

(b) failure of the Local Agent to respond to clients for five or more consecutive regular business days without the prior written consent of LSS;

(c) refusal or failure to deliver the Services;

(d) refusal or failure to adhere to all applicable LSS Policies and Procedures;

(e) breach of the Confidentiality Agreement set out in Schedule "D" to this Contract;

(f) refusal or failure to deliver an adequate quality of service in a timely manner; or

(g) refusal or failure to remedy the breach(es) described in a Default Notice.

1.6 "Services" include the activities set out in Schedule "A" and those reasonably related thereto whether specified therein or not.

2. LEGAL STATUS OF LOCAL AGENT

2.1 The Local Agent represents that:

2.1.1 if an individual, he or she is a lawyer in good standing under the *Legal Profession Act* and the Rules of the Law Society and holds a current practising certificate without restrictions material to the provision of the Services; or

2.1.2 if a law corporation, a limited liability company or partnership, or other legal entity, it is in good standing under the law by which it was constituted and employs or retains at least one lawyer who meets the description in subparagraph 2.1.1.

2.2 The Local Agent represents that he / she / it has authority to enter into this Contract and agrees to be bound by all of its provisions.

2.3 The Local Agent shall immediately advise LSS of any lawyer's change in status under the *Legal Profession Act*, or the Rules of the Law Society or, if a legal entity, its constituting law.

3. SERVICES

3.1 The Local Agent shall provide the Services as set out in Schedule "A" in the location and its surrounding area of the Province of British Columbia described in the Title above, introducing and naming the parties.

3.2 In providing the Services, the Local Agent shall adhere to all applicable LSS policies and procedures as may be amended or added to from time to time by LSS ("Policies").

3.3 The Local Agent shall participate in LSS's computerized Case Management System / Client Information System, and shall use any computer software supplied by LSS in accordance with the protocols set out in Schedule "B".

3.4 The Local Agent shall cooperate with all LSS departments, offices and other Local Agents to enhance the delivery and efficiency of the Services.

3.5 The Local Agent shall take all reasonable steps necessary to present LSS in a positive light and shall refrain from taking any action or making any comments likely to detract from LSS's reputation.

3.6 The Local Agent agrees to deploy and display such signage as LSS may reasonably request and supply, to identify the Local Agent's intake location(s) and to list the intake location on any building's or other premises' signage as being the Local Agent for Legal Aid, or by similar terminology, as approved by the Manager of Intake and Referral Services on behalf of LSS.

4. TERM AND CONTRACT RENEWAL

4.1 Unless terminated earlier by one of the parties under the terms and conditions of this Contract or unless extended by paragraphs 4.2 to 4.4, this Contract will remain in force from **January 6, 2020 to March 31, 2022** (the "Term").

4.2 LSS may make an offer to the Local Agent to extend the Services for an additional two (2) year Term.

4.3 Where that offer to extend is accepted by the Local Agent, the Local Agent shall be deemed to be operating under the terms and conditions of this Contract for the duration of the subsequent period.

4.4 If neither LSS nor the Local Agent has terminated this Contract in accordance with Clause 8, and if LSS does not make an offer to extend before or at the end of the Term under Subclause 4.2, LSS shall continue to provide the Local Agent with payments on a monthly basis at the same level and the Local Agent shall continue to provide services as set out in Schedule A.

5. PAYMENT BY LSS

5.1 LSS agrees to pay for all of the Services as a total amount per annum per location, as set out in Schedule "E", payable in 12 monthly installments per year while the contract is in effect.

5.2 The Local Agent accepts and will comply with LSS's Electronic Funds Transfer (EFT) method of payment.

6. NON-FINANCIAL ASSISTANCE

6.1 LSS shall provide the Local Agent with non-financial assistance as set out in Schedule "C".

7. ASSIGNMENT

7.1 The Local Agent shall not assign or subcontract to other persons or entities delivery of the Services without the prior written consent of LSS. LSS shall not unreasonably withhold its consent, provided that the person or persons chosen by the Local Agent meet(s) the qualifications and standards required by LSS in the EOI pursuant to which the parties hereto contracted.

8. TERMINATION

8.1 Whether or not either party is in default of this Contract, either LSS or the Local Agent may terminate it for any reason upon 60 days' written notice.

8.2 If the Local Agent commits a breach of this Contract that is not a Major Breach as defined above, LSS may serve the Local Agent with a Default Notice, as defined at paragraph 1.2.

8.3 If the Local Agent commits a Major Breach, LSS may, at its option, do any one or more of the following:

(a) deliver a Default Notice;

(b) withhold payment to the Local Agent until the Local Agent remedies the Major Breach;

(c) on 10 days written notice, assume all authority to deliver the Services on terms and conditions set by LSS;

(d) where options (a) through (c) have been attempted or are not practical in the circumstances, on written notice, terminate this Contract immediately, or

(e) take such other reasonable action as may be necessary to ensure that the Services continue to be provided.

9. EFFECTS OF TERMINATION

9.1 If either party terminates this Contract, in accordance with the provisions of Clause 8, LSS shall not indemnify the Local Agent for liabilities incurred after delivery of written notice of termination, save and except for outstanding payments under this Contract for providing the Services.

9.2 Upon termination of this Contract for any reason, the Local Agent shall deliver and transfer ownership of all non-disposable and disposable assets belonging to LSS, as directed by LSS.

10. ACTIONS OR CLAIMS

10.1 The Local Agent shall immediately give written notice to LSS of any claim, action, or other proceeding made, brought, prosecuted, or threatened in writing to be brought or prosecuted against the Local Agent or LSS, or both, as a result of performance or non-performance of any term or condition of this Contract.

11. CONFLICT OF INTEREST

11.1 A director, officer, or employee of the Local Agent shall not be entitled to any Services from the same Local Agent, but may apply for such Services from another LSS Location or the Call Centre of LSS.

11.2 Notwithstanding paragraph 11.1, any director, officer, or employee of the Local Agent may receive any legal information or written material normally available from the Local Agent.

11.3 The Local Agent will give written notice to LSS:

11.3.1 prior to entering into any contractual obligations with a crown corporation, or provincial or federal government ministry or department, or

11.3.2 prior to accepting an appointment in any capacity to a court, tribunal, or administrative body.

11.4 The Local Agent shall not enter into any contract or accept any appointment as set out in paragraphs 11.3.1 and 11.3.2 without the prior written consent of LSS; LSS shall not unreasonably withhold its consent, provided that in the sole opinion of LSS the contract or appointment does not impair the public's perception of the independence of and confidence in LSS and the Local Agent's office and services.

11.5 The Local Agent must disclose the names of any lawyers with whom, and law firms with which, any professional relationships are maintained or contemplated, including space- and employee-sharing and whether those lawyers or law firms do, or are expected to, provide any services to LSS.

11.6 The Local Agent agrees that any relationships, certificates, restrictions, or other circumstances that may have an impact on contracting with and providing the Services for LSS will be disclosed, and that disclosure is a continuing obligation.

12. CONFIDENTIALITY

12.1 The Local Agent shall ensure that:

12.1.1 each of his/her/its employees is aware of any statutory requirement and all LSS policies relating to confidentiality;

12.1.2 before providing the Services, each of his/her/its employees duly executes a Confidentiality Agreement in the form set out in Schedule "D"; and

12.1.3 a copy of the executed Confidentiality Agreement is promptly forwarded to LSS.

13. LOCAL AGENT PERSONNEL

13.1 The Local Agent shall personally deliver, or may have personnel deliver, the Services.

13.2 The Local Agent must designate at least one lawyer with a current practising certificate from the Law Society of British Columbia as responsible for supervising the delivery of the Services, including those specified to be provided by the Local Agent as a lawyer, or the Local Agent must provide the latter Services himself or herself.

13.3 Any lawyer to be involved in providing the Services must disclose any restrictions on his or her Law Society of British Columbia practising certificate material to the provision of the Services.

13.4 The Local Agent shall comply with all applicable human rights and employment legislation.

13.5 It is the responsibility of the Local Agent to apply and pay for workers' compensation coverage through WorkSafeBC.

14. QUALITY ASSURANCE

14.1 The Local Agent shall take steps to ensure that a high standard of service delivery is maintained and that the quality of the Services is regularly monitored.

14.2 The Local Agent will comply with LSS's policies, procedures, and general instructions, as amended from time to time and, if applicable, the policies and guidelines established from time to time for special initiatives.

14.3 The Local Agent shall conduct at least an annual written evaluation of each employee delivering the Services and shall provide to LSS written confirmation that such evaluations have been conducted.

14.4 The Local Agent shall make all annual evaluations available to LSS upon request.

14.5 The Local Agent and any employees providing the Services shall attend LSS and other training courses as reasonably requested by LSS, at the expense of LSS.

14.6 To ensure a high standard of service LSS may, at its sole discretion, audit the delivery of the Services, either through its staff or by someone authorized by LSS to report on the quality of the Services provided by the Local Agent.

14.7 The Local Agent shall cooperate fully with LSS during any audit of the Services and, if so requested, shall allow the Auditor access to any and all documentation pertaining to applications for the Services.

15. FINANCIAL REPORTING

15.1 The Local Agent will comply with the financial policies, billing guidelines, and fee and disbursement policies, as amended from time to time.

15.2 During the term of this Contract and for a period of three years after its expiry, the Local Agent shall maintain proper and up-to-date financial books and records in accordance with generally accepted accounting principles.

15.3 The Local Agent shall use all funds received from LSS to provide the Services and shall account for these funds separately from funds received from any other source.

15.4 The Local Agent shall make available to LSS upon request, and explain as required, all financial books and records held by the Local Agent to comply with this Contract, and the Local Agent shall allow LSS to make copies of all books and records.

16. OPERATIONS

16.1 The Local Agent shall be accessible and open to all members of the public, including those with disabilities, during the hours and in the manner set out in Schedules "A" and "B".

16.2 The Local Agent shall have the appropriate office equipment to provide the Services, including, without limitation, a telephone system, a photocopier, a scanner, and computer equipment. The computer equipment shall meet the minimum criteria set out in Schedule "B".

16.3 The Local Agent will provide secure storage for CIS paper files which it holds on behalf of LSS. The Local Agent will as directed by LSS:

(a) retrieve and mail individual files to LSS; and

(b) catalogue, box, and send files to LSS for centralized storage and destruction, in accordance with LSS's general practices for file retention and destruction.

16.4 LSS will supply boxes for shipping to storage; pay for shipping, centralized storage, and destruction of boxed files.

16.5 LSS will give the Local Agent access to files that have not been destroyed, when required for the purpose of providing the Services.

17. INSURANCE

17.1 The Local Agent shall:

(a) maintain a policy of errors and omissions insurance as required by the Law Society of British Columbia, and

(b) obtain general liability and property insurance coverage satisfactory to LSS, which shall include any equipment that may be provided by LSS.

18. NOTICES

18.1 Every notice, demand, or other communication in connection with this Contract shall be in writing and will be deemed to have been received:

(a) immediately, if delivered in person;

(b) one day after email transmission; or

(c) 10 days after mailing if by registered mail to the following addresses:

(i) If to LSS at:
Legal Services Society
Suite 400 – 510 Burrard Street
Vancouver, BC, V6C 3A8
Attention: Manager, Intake and Referral Services

(ii) If to the Local Agent at:
Name
Address
City, BC, Postal Code

(d) If there is a mail strike, slow-down, or other labour dispute between the time of mailing and the actual receipt of the notice, which might affect delivery of such notice by the mails, then such notice shall be effective only if and when it is actually delivered.

19. GENERAL

19.1 Amendments to this Contract will be made in writing.

19.2 Notwithstanding the termination of this Contract, all representations and covenants to be performed or observed, by LSS or the Local Agent after termination, will survive any such termination.

19.3 This Contract will be interpreted and governed by the laws of the Province of British Columbia and any dispute relating to this Contract will be resolved by arbitration using the procedures and rules set out in the *Commercial Arbitration Act of British Columbia*.

19.4 Any waiver by either party of a breach of any provision of this Contract will not operate or be construed as a waiver of any subsequent breach.

19.5 The headings appearing in this Contract are inserted for convenience of reference only and will not affect the interpretation of this Contract.

19.6 If a provision in this Contract is wholly or partially invalid, this Contract will be interpreted as if the invalid provision were not a part of this Contract.

19.7 If there is a conflict between any term of this Contract and any term contained in the Schedules or in the Policies, then the terms contained in this Contract will prevail.

19.8 Neither of the parties to this Contract will be responsible to the other party for the non-performance or delay in the performance of an obligation of this Contract which is directly attributable to an act of God, lock-out, strike or other industrial dispute, legal restriction, riot, insurrection or war, or another cause beyond the control of the parties.

19.9 Time will be of the essence in this Contract.

19.10 Where applicable, throughout the term of the Contract, the Local Agent will voluntarily notify LSS and substantiate compliance with the provisions herein relating to disclosure.

20. *Freedom of Information and Protection of Privacy Act* (“FOIPPA”)

20.1 EOIs and all additional information collected and submitted pursuant to this Request are understood to be **provided in confidence** and will become the property of LSS. All information will be held in confidence by LSS, subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* (“FOIPPA”) or any other disclosure obligations imposed upon LSS by law, including, but not limited to, any request, requirement, decision or order of a Court or duly constituted regulatory body with jurisdiction over LSS.

20.2 The candidate acknowledges that the contracting party and all people engaged in providing the Services may be subject to the *Freedom of Information and Protection of Privacy Act* and may be obliged to collect, protect, retain, use, and disclose personal information only in accordance with the *FOIPPA*.

SIGNED at _____, British Columbia, this ___ day of _____, 2019

_____
Local Agent

SIGNED at Vancouver, British Columbia, this ___ day of _____, 2019

_____
LEGAL SERVICES SOCIETY
Per:

Schedules follow.

SCHEDULE"A"

SERVICES

The Local Agent shall provide the following services:

1. Advertise to members of the community within the Services Area the nature and availability of the Services;

2. Receive applications for Legal Aid from any person who wants to make one, and provide toll free phone service within the local calling areas of the Location for Services;

3. Complete or ensure completion of the necessary LSS application documents;

4. Assess financial eligibility and coverage of legal issues, according to LSS Intake Policies and Procedures;

5. Approve Legal Aid for eligible applicants and advise rejected applicants of the review process;

6. Maintain and distribute a current supply of LSS and other public legal education and information (PLEI) materials that are accessible to the public at locations providing intake services, including courthouses, and at agencies providing service to clients with low incomes;

7. Refer people to individuals, agencies, or other sources that can help them resolve their legal and related problems. Refer and assist people in using the LSS website, Family Law website, MyLawBC website, Clicklaw, and other websites and PLEI material that may help them to resolve their problems;

8. Where there is coverage for the legal problem, refer approved applicants to lawyers who have an LSS Vendor Number on an equitable basis;

9. However, where there is a service withdrawal by the private bar, the Local Agent lawyer will continue to take contracts and such additional contracts as are necessary to backfill affected services to the extent possible, including duty counsel referrals and individual referrals that are within the Local Agents practice area;

10. Enter intake information into CIS in an accurate and timely manner and as directed by LSS;

11. Issue referral forms to contract lawyers;

12. Complete all other LSS forms as required under the Policies;

13. Accept and forward client, lawyer, and third-party complaints as stated in LSS policy;

14. Appoint all duty counsel within the Location as directed;

15. Respond in a timely manner to applications for change of counsel, retroactive service requests, inquiries from administrative staff at the Vancouver Regional Centre, and any other requests related to the administration of applications and cases referred;

16. Provide a minimum of two hours of pro bono legal services each month. Pro bono services include, without limitation, summary advice, assistance, or representation in the areas of family, criminal, and poverty law;

17. Accept a minimum of two contracts per year representing hard to place cases if requested by the LSS Call Centre staff or own staff. Cases to be identified as having difficulty placing them at the time of request;

18. Participate in LSS-sponsored conferences and relevant community-based conferences as Local Agent to outline services and local circumstances;

19. Provide 7 hours per month to plan, promote, and provide law-related community development and/or public legal education activities and information for advocates, Aboriginal and other community stakeholders, and the general public;

20. Liaise with stakeholders including the local court, bar, judiciary, Native Courtworkers, multicultural and immigration agencies, and First Nations Courts if available in the community;

21. Report to LSS as required on all activities and services; and

22. Perform such other functions reasonably related to the above.

HOURS

Local Agent Office hours:

Example only – Schedule A identifies Location specific hours.

Office Location hours:

The distribution of hours and location of services may be changed by mutual agreement to improve access to services at any time during the contract term.

SCHEDULE "B"

FACILITIES AND EQUIPMENT

The facilities to be provided by the Local Agent will, at its own expense, include:

1. Premises and services that are:

   a) wheelchair accessible;
   b) accessible to applicants whose hearing and sight is impaired, or whose ability to speak or understand English is limited;
   c) central within the Services Area and easy for applicants to locate and identify; and
   d) accessible to most potential applicants by car, public transportation, or on foot.
   e) Local Agent's office is located at:
      Address of Location.

2. Premises and facilities that contain:

   a) confidential interview room(s) that are segregated from space used by the contractor for other business;
   b) appropriate seating area where clients may wait for service;
   c) space for displaying LSS publications and other print material;
   d) a phone system that avoids saturation; and
   e) if suitable office space is available, provide a stand-alone computer work station for client use.

Technology requirements:

a) Each office should have high speed Internet connection (10mbps minimum) available to all computers used to access LSS systems (CMS, CIS, Local Agent Portal, etc.)
b) PC minimum requirements:
   Windows 7 or greater
c) Recommended Configurations:
   We recommend systems that meet or exceed the following specifications:
   Operating System: Microsoft Windows 7 Professional x64 SP1
   Processor (CPU): 2.3Ghz Dual Core processor minimum
   Memory: 8GB RAM preferred (4GB RAM minimum)
   Storage: 500 GB internal hard drive
   Monitor/Display: 21.5" LCD monitor
   Other: 10/100/1000 mbps Fast Ethernet Network Adapter Card

i. Microsoft Office 2010 or greater (Word, Excel, Outlook)
ii. PDF viewing software (e.g. Adobe Acrobat Reader)
iii. MS Internet Explorer 8 or greater
iv. LSS remote connectivity software available as a free download from LSS's website
v) Multi-Function printer, e.g., HP LaserJet Pro 400 MFP M425dn

SCHEDULE "C"

NON-FINANCIAL ASSISTANCE

A. MANAGEMENT SERVICES

The Coordinator, Intake and Referral Services is the contact person at the Vancouver Regional Centre to deal with all issues relating to delivery of the Services, and will be assisted by other managers and staff, some legally trained.

B. TRAINING

LSS will provide training in LSS intake policies and procedures for the Local Agent and any employees of the Local Agent who will be delivering the Services.

C. EVALUATION OF SERVICES

To support quality assurance and the **Local Agent's delivery of high quality services,** LSS shall provide the Local Agent with specific information relating to its services including, without limitation, reports from LSS's electronic reporting systems.

D. PUBLICATIONS AND FORMS

LSS publications and self-help material are available to the Local Agent through Crown Publications, usually without cost.

Information on materials available and how to order is provided on the LSS website.

E. COMPUTER ASSISTANCE

The LSS Computer Helpdesk Service is available to provide support for LSS custom built software applications (e.g. CMS/CIS). The helpdesk service will also be available to assist in resolving Citrix installation, or configuration issues that prevent connections to the LSS technical environment. This helpdesk service will only be available if the Local Agent adheres to the current LSS technical software standards (as published in Schedule "B" Facilities and Equipment). All other technical issues should be resolved through the Local Agents own support personnel.

F. COMMUNITY OUTREACH AND PLEI

LSS will assist the Local Agent to develop a strategic plan for community outreach and the delivery of public legal education and information (PLEI) in the service location, facilitate opportunities for PLEI service delivery, and, in some instances, work jointly with the Local Agent.

Legal Services Society
Providing legal aid in British Columbia since 1979
Suite 400
510 Burrard Street
Vancouver, BC V6C 3A8
Tel: (604) 601-6000
Fax: (604) 682-0787
www.lss.bc.ca

SCHEDULE "D"

CONFIDENTIALITY AGREEMENT

DECLARATION

_____ **(DATE)**

I, _____, **(PRINT NAME**) an employee of _____ **(LOCAL AGENT)**, have read the Legal Services Society Client & Applicant Confidentiality Policy. I understand the policy and promise to fulfill my obligation to keep strictly confidential all information from or about legal aid clients and applicants I may acquire in the course of my employment. I will use the Client Information System to access confidential information, and will use any information so obtained for no other reason than to carry out my job duties and responsibilities. As well, I understand that should I violate this policy in any way, the contract between LSS and the Local Agent, my employer, may be terminated without notice.

Signature-Local Agent	**Print Name-Local Agent**
Signature-Employee	**Print Name-Employee**
Signature-Witness	**Print Name-Witness**

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SCHEDULE "E"

Table of Local Agent Locations and Contract Amounts

Location	Expected Number of Annual Applications	Contract Amounts
Cranbrook	395	$29, 200.00

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Suite 400
510 Burrard Street
Vancouver, BC V6C 3A8
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Fax: (604) 682-0787
www.lss.bc.ca

Appendix "B"

LEGAL SERVICES SOCIETY
REFERENCE INFORMATION

1. Knows candidate in what capacity and from what date

2. Job knowledge: based on review of Schedule "A" of the contract
   - Quality of work: meets standards, objectives, and demonstrate technical skills

3. Interpersonal, communication, and client relations
   a) Interpersonal skills: working relationships with staff, lawyers, clients, public
   b) Communication skills: both verbally (presentations) and in writing (clear and concise)

4. Leadership and supervision
   - Describe leadership, managerial, or supervisory skills: (describe style, offers appropriate feedback, motivates, listens, consider others)

5. Planning, organization, and management
   a) Organizational skills: time management, delegate where appropriate, able to meet deadlines
   b) Work style: works independently; requires minimal supervision
   c) Ability to adapt to change: resilience, flexibility, ability to handle pressure

6. Decision-making, accountability, and responsibility
   a) Decision-making: process, style, accountability, accepting of feedback, involves others
   b) Attendance
   c) Top 3 strengths
   d) Areas for development:
   e) If the referee and the candidate worked together, would the referee do so again or rehire: Yes or No

7. Questions for lawyer candidate
   a) Ability to handle high volume and demanding workload
   b) Knowledge and skill level in these areas of law: criminal, family, possibly immigration
   c) Other skills: management, financial, administrative, computer systems