

AGENDA
MIDDLESEX-LONDON BOARD OF HEALTH
Finance and Facilities Committee

50 King Street, London
Middlesex-London Health Unit – Room 3A
Wednesday, March 26, 2014 9:00 a.m.

1. DISCLOSURE OF CONFLICTS OF INTEREST

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

4. BUSINESS ARISING FROM MINUTES

5. NEW BUSINESS

- 5.1. Ministry Funding Announcements – 100% Programs (012-14FFC)
- 5.2. 2014 Ministry Grant Request – One-time Business Case re: Nicotine Replacement Therapy (013-14FFC)
- 5.3. 2013 Vendor / Visa payments (014-14FFC)
- 5.4. Shared Library Services Agreement 2014/15 funding year (015-14FFC)
- 5.5. FoodNet Canada's Ontario Site – Memorandum of Agreement (016-14FFC)
- 5.6. Financial Policies – Status update (017-14FFC)

6. CONFIDENTIAL

- 6.1. The FFC will move in camera to discuss a proposed or pending acquisition of land by the Middlesex-London Board of Health

7. OTHER BUSINESS

Next meeting Thursday, May 1, 2014 at 9:00 a.m.

8. ADJOURNMENT



PUBLIC MINUTES
Finance and Facilities Committee
50 King Street, Room 3A
MIDDLESEX-LONDON BOARD OF HEALTH
2014 February 12 9:30 a.m.

COMMITTEE

MEMBERS PRESENT: Mr. David Bolton
Ms. Trish Fulton (Chair)
Mr. Marcel Meyer
Mr. Stephen Orser
Mr. Ian Peer

OTHERS PRESENT: Mr. Wally Adams, Director, Environmental Health & Chronic Disease Prevention
Ms. Diane Bewick, Director, Family Health Services & CNO
Ms. Laura DiCesare, Director, Human Resources and Corporate Strategy
Dr. Christopher Mackie, Medical Officer of Health & CEO
Mr. John Millson, Director, Finance and Operations
Ms. Sherri Sanders, Executive Assistant to the Board of Health (Recorder)
Dr. Bryna Warshawsky, Associate Medical Officer of Health and Director, Oral Health, Communicable Disease and Sexual Health Services

MEDIA OUTLETS: Mr. Jonathan Sher, London Free Press (until 11:00 a.m.)

At 9:30 a.m., Ms. Trish Fulton, Committee Chair, welcomed everyone to the February Finance and Facilities Committee (FFC) meeting.

1. DISCLOSURES OF CONFLICT(S) OF INTEREST

Chair Fulton inquired if there were any disclosures of conflict of interest to be declared. None were declared.

2. APPROVAL OF AGENDA

It was moved by Mr. Peer, seconded by Mr. Bolton *that the Agenda for the February 12, 2014 Finance and Facilities Committee be approved noting that Item 6.1. will be deferred.*

Carried

3. APPROVAL OF MINUTES [January 29, 2014](#)

It was moved by Mr. Bolton, seconded by Mr. Meyer *that the Public Minutes from the January 29, 2014 Finance and Facilities Meeting be approved.*

Carried

It was moved Mr. Bolton, seconded by Mr. Orser *that the Confidential Minutes from the January 29, 2014 Finance and Facilities Meeting be approved.*

Carried

4. BUSINESS ARISING FROM THE MINUTES

None

5. NEW BUSINESS

5.1. **2014 Budget Process Planning and Budget Templates for Family Health Services (FHS), Human Resources & Labour Resources (HRCS) and General Expenses and Revenues (GER) (05-14FFC)**

Service Area #5 Family Health Services

Ms. Diane Bewick, Director, Family Health Services, assisted Committee members with their understanding of the templates associated with the Family Health Services area. One program area that the Committee asked to make a special note about was “Screening, Assessment & Intervention”. For example, the tykeTALK program is 100% funded by the province, and the Health Unit administers the program for three health units: Middlesex-London, Elgin-St. Thomas and Oxford. This Health Unit provides a great deal of in-kind contributions to the program that currently are not reimbursed by the Province or the other two health units. This issue may need to be explored by the Board in the future.

It was moved by Mr. Orser, seconded by Mr. Peer *that the Committee take a five minute break and resume at 11:00 a.m.*

Carried

Service Area #6 Human Resources and Labour Relations

Ms. Laura DiCesare, Director, Human Resources and Corporate Strategy, assisted Committee members with their understanding of the 2014 Planning and Budget Template for Human Resources and Labour Relations.

Discussion ensued about Performance Measures for all programs and services. Some program outcomes may take several years to be realized, while others can show numerical outcomes more readily (e.g., an employee wellness program could be linked to reductions in sick time). It was agreed that performance measures should consider outputs as well as outcomes where possible.

General Expenses and Revenues

Mr. John Millson, Director, Finance and Operations, assisted Committee members with their understanding of the 2014 Planning and Budget Template for General Expenses and Revenues which includes areas such as Managed Gapping, Leases and Budgeted Reserves. Two Reserve Funds were discussed: an *Infrastructure & Facilities Fund* and a *Salary Stabilization Fund*). A Board of Health policy states the maximum amount that can be contributed to Reserve Funds each year. Discussion ensued about contributing to reserves versus reporting a deficit and how the two options relate to the legislation. Management staff will continue to work with the City and County about Reserve Funds. The Committee members agreed that all funds, including those coming from reserves, will be spent transparently.

It was moved by Mr. Bolton, seconded by Mr. Orser:

- 1) *That the Finance and Facilities Committee receive the 2014 Planning and Budget Templates for Family Health Services (FHS), attached as Appendix A to Report No. 05-14FFC; and further,*
- 2) *That the Finance and Facilities Committee receive the 2014 Planning and Budget Templates for Human Resources and Labour Relations (HRLR), attached as Appendix B to Report No. 05-14FFC; and further.*
- 3) *That the Finance and Facilities Committee receive the 2014 Planning and Budget Template for General Expenses and Revenues, attached as Appendix C to Report No. 05-14FFC; and further*
- 4) *That the Finance and Facilities Committee report to the Board of Health re the 2014 Planning and Budget Templates for FHS, HRLR and GER at the February 26, 2014 Board of Health meeting.*

Carried

5.2. 2014 Budget Overview ([06-14FFC](#))

Mr. Millson provided a revised budget summary and highlighted the revisions that have been made to the documents. Mr. Millson used a PowerPoint presentation to summarize the process starting with the recommendations made by PricewaterhouseCoopers and concluding with 2014 draft budget recommendations. Dr. Mackie and Mr. Millson assisted the committee in interpreting the report.

It was moved by Mr. Orser, seconded by Mr. Bolton *that the Finance & Facilities Committee make the following recommendations regarding the 2014 Operating Budget to the Board of Health:*

- 1) *That the Board of Health approve the 2014 Operating Budget in the gross amount of \$33,380, 083 as appended to Report No. 006-14FFC “2014 Budget Overview”; and further*
- 2) *That Report No. 006-14FFC be forwarded to the City of London and the County of Middlesex for information; and*
- 3) *That staff submit the 2014 Operating Budget in the Ministry of Health & Long-Term Care’s Program Based Grant format.*

Carried

Chair Fulton expressed thanks to the Committee members and members of the Senior Leadership Team for their commitment and thorough work on the templates.

5.3 2013 4th Quarter Variance Report ([07-14FFC](#))

Mr. Millson assisted Committee members with their understanding of this report.

It was moved by Mr. Orser, seconded by Mr. Bolton *that the Finance & Facilities Committee review and recommend that the Board of Health:*

- 1) *Receive Report No 07-14FFC re 2013 Budget Variance Report to December 31st; and further,*
- 2) *Provide \$500,000.00 of the Health Unit’s 2013 surplus to the municipal funders at the same rate as they fund the municipal component of the Health Unit’s budget (\$420,000, or 84% to the City of London, and \$80,000, or 16% to the County of Middlesex); and further,*
- 3) *Defer decisions regarding contributions to reserves and reserve funds until further discussions have occurred with municipal funders and audited financial statements are available.*

Carried

5.4 2013 Public Sector Salary Disclosure ([08-14FFC](#))

It was moved by Mr. Bolton, seconded by Mr. Orser *that the Finance & Facilities Committee make recommendation to the Board of Health to receive Report No. 08-14FFC re Public Sector Salary Disclosure Act – 2013 Record of Employee’s Salaries and Benefits for information.*

Carried

5.5 2013 Board of Health Remuneration ([09-14FFC](#))

It was moved by Mr. Peer, seconded by Mr. Orser *that the Finance & Facilities Committee review and make recommendation to the Board of Health to receive Report No. 09-14FFC re 2013 Board of Health Remuneration for information.*

Carried

5.6 Locally Driven Collaboration Project Funding Agreement – Public Health Ontario ([10-14FFC](#))

Mr. Millson assisted Committee members with their understanding of this report.

It was moved by Mr. Peer, seconded by Mr. Orser *that the Finance and Facilities Committee review and make recommendation to the Board of Health to endorse the Board Chair to sign the Agreement Form for the Locally Driven Collaborative Project as it relates to receiving \$75,000 funding from Public Health Ontario.*

Carried

6. CONFIDENTIAL

At 1:15 p.m., it was moved by Mr. Meyer, seconded by Mr. Peer *that the Finance and Facilities Committee go in camera to discuss a matter concerning litigation or potential litigation affecting the Middlesex-London Health Unit.*

Carried

At 1:35 p.m., it was moved by Mr. Bolton, seconded by Mr. Orser *that the Finance and Facilities Committee return to public forum and report that information was discussed about a matter concerning litigation or potential litigation affecting the Middlesex-London Health Unit.*

Carried

OTHER BUSINESS

The Committee agreed to cancel the March 6, 2014, Finance and Facilities Committee meeting. The next meeting of this Committee will be April 3, 2014 at 9:00 a.m.

8. ADJOURNMENT

At 1:40 p.m., it was moved by Mr. Orser, seconded by Mr. Meyer *that the meeting be adjourned.*

Carried

TRISH FULTON
Chair

CHRISTOPHER MACKIE
Secretary-Treasurer



TO: Chair and Members of the Finance & Facilities Committee

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2014 March 26

MINISTRY FUNDING ANNOUNCEMENTS – 100% PROGRAMS

Recommendation

It is recommended that the Finance & Facilities Committee make the following recommendations to the Board of Health:

- 1) *To receive the one-time funding letters attached as Appendix A to Report No. 012-14FFC as information, and*
- 2) *To increase the operating budget for the Best Beginnings Team by \$28,400 for one year only to be funded 100% by one-time grants from the Ministry of Children and Youth Services, and further*
- 3) *To increase the 2014 operating budget for the Screening, Assessment & Intervention Team for one year only to be funded 100% by a one-time grant from the Ministry of Children and Youth Services.*

Key Points

- In early March the Health Unit received a total of three one-time funding grant approvals from the Ministry of Children & Youth Services. Two are for the Healthy Babies Healthy Children (HBHC) program totaling \$28,400 for the development of a video that will support obtaining consent to participate in the Healthy Child Development Programs (\$5,000), and (\$23,400) to continue supporting the provincial HBHC program in a leadership role as a centre of education. The other is for the Infant Hearing Program (\$52,608) to support the purchase of hearing screening equipment and associated consumables.
- This funding was not included in the Planning & Budget Templates recently approved by the Board of Health on February 26th, 2014.

Background

Each year, typically after the third and fourth quarter financial reporting periods, Ministries often provide one-time funding grants to 100% programs to enhance program initiatives or to fund purchases that are capital in nature. Early in March 2014 the Health Unit received three such one-time funding letters from the Ministry of Children and Youth Services (MCYS). The letters are attached as [Appendix A](#) to this report. This funding is new for 2014, and was not included in the respective 2014 Planning & Budget Templates for the programs.

One-time Grant – Best Beginnings Team

Two of the funding approvals are for the Healthy Babies Healthy Children (HBHC) program which is consolidated into the Best Beginnings Team budget. The first is \$5,000 for the development of a video that will support obtaining client consent to participate in the Healthy Child Development Programs including HBHC, Preschool Speech and Language, Blind Low Vision and Infant Hearing Program. Another one-time funding approval for the HBHC program was received in the amount of \$23,400. This funding is to support

the program by continuing to take a leadership role as a centre of education and to provide training to HBHC staff across the province.

One-time Grant – Screening, Assessment & Intervention

The Infant Hearing Program (IHP) which is consolidated into the Screening, Assessment & Intervention Team budget received a one-time grant of \$52,608 to support the purchase of hearing screening equipment and associated consumables. A condition of this funding is that the equipment must be purchased and received by the IHP by March 31st, 2014 which coincides with the Ministry's fiscal year end. In 2012, the province coordinated a province-wide contract with Genie Audio so that IHP's across the province could take advantage of competitive pricing and to ensure that IHP's are purchasing the same equipment. This contract is in place until 2016. The equipment will be purchased and received before the end of March 2014.

Conclusion

In March the Health Unit received a total of three one-time funding approvals for the HBHC and IHP programs to continue program initiatives and to purchase hearing and screening equipment. It is recommended that the Finance & Facilities Committee make recommendations to the Board of Health to increase the 2014 operating budgets for the Best Beginnings Team and the Screening, Assessment and Intervention Team budgets by \$28,400 and \$52,608 respectively.

This report was prepared by Mr. John Millson, Director of Finance & Operations, and Ms. Diane Bewick, Director of Family Health Services.

A handwritten signature in black ink, appearing to read 'C. Mackie', is written over a light blue circular stamp.

Christopher Mackie, MD, MHSc, CCFP, FRCPC
Medical Officer of Health

**Ministry of Children and
Youth Services**

Child and Youth
Development Branch

Strategic Policy and Planning
Division

3rd Floor
101 Bloor St. W.
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**Ministère des Services
à l'enfance et à la jeunesse**

Direction du développement des enfants et
des jeunes

Division des politiques et de la planification
stratégiques

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101, rue Bloor Ouest
Toronto ON M5S 2Z7



March 3, 2014

Dr. Christopher Mackie
Medical Officer of Health
Middlesex-London Health Unit
50 King Street.
London, ON N6A 5L7

Dear Dr. Mackie:

I am writing to inform you of the approval of one-time funding in the amount of \$5,000 to support costs with the development of a video that will support obtaining consent to participate in the Healthy Child Development (HCD) Programs including Healthy Babies Healthy Children, Preschool Speech and Language, Blind Low Vision and Infant Hearing Program.

Please note that funds are one-time only and will not be added to your base budget. Expenditures for these funds should be reflected in your agency's first quarter financial report (due on May 1, 2014) and year-end statement.

If you have any further questions, please contact Riffaat Mamdani, Program Consultant, 416-326-2845 or Ingrid McKhool, Senior Policy Analyst, 416-325-8351.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacey Weber".

Stacey Weber
Manager

Cc: Tiziana Scrocco, Senior Financial Analyst, MCYS
Debbie Shugar, Manager, Middlesex-London Health Unit
Nancy Summers, Manager, Perth District Health Unit
Janet McKillop, Manager, Elgin St. Thomas Public Health
Ronda Manning, Manager, Oxford County Public Health & Emergency Services
Margarita Weaver, Supervisor, County of Lambton, Public Health Division
Elizabeth Kinnard-Iler, Manager, Windsor-Essex County Health Unit
Susan Shular, Manager, Grey Bruce Public Health
Marnie Van Vlymen, Manager, Chatham-Kent Public Health Unit

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March 3, 2014

Dr. Christopher Mackie
Medical Officer of Health
Middlesex-London Health Unit
50 King Street
London, ON N6A 5L7

Dear Dr. Mackie:

I am writing to inform you of the approval of one-time funding in the amount of \$23,400 to support province-wide education for staff of the Healthy Babies Healthy Children (HBHC) program.

We are pleased that Middlesex-London Public Health Unit continues to support the provincial HBHC Program in a leadership role as a centre of education. This current funding is to support the priority projects identified in Appendix A attached. These funds must be spent by March 31, 2014 to begin the identified projects.

Please note, costs associated with meeting these deliverables can include the following:

- Salary, wages and benefits for staff that are assigned to roles which support project deliverables.
- Contracting out for services that support any aspect of project deliverables.
- Operating costs, such as the purchase of new equipment or service related items, travel and/or professional development.

Expenditures should be reflected in your agency's quarterly financial reports and year-end statement.

If you have any questions, please contact Riffaat Mamdani, Program Consultant at 416-326-2845 or Tiziana Scrocco, Sr. Financial Analyst at 416-326-1541.

Sincerely,

Stacey Weber
Manager

Cc: Diane Bewick, Director, Family Health Services
John Millson, Manager, Finance and Operations

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101, rue Bloor Ouest
Toronto ON M5S 2Z7



March 4, 2014

Dr. Christopher Mackie
Medical Officer of Health and Chief Executive Officer
Middlesex-London Health Unit
50 King St.
London ON N6A 5L7

Dear Dr. Mackie:

I am pleased to grant you one-time funding for the South West Region Infant Hearing Program (IHP) in the amount of \$52,608. These funds will be used to support the purchase of hearing screening equipment and associated consumables.

Please note these funds are one-time only and will not be added to your IHP base budget. They must be spent by March 31, 2014. Expenditures should be reflected in your agency's quarterly financial reports and year-end settlement.

If you have any questions, please contact Vanessa Martin, Program Consultant, at 416-327-4872 or Vanessa.Martin@ontario.ca. Your on-going support of the province's healthy child development programs is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacey Weber".

Stacey Weber
Manager, Child and Youth Development Branch

- c. Debbie Shugar, IHP Coordinator, Middlesex-London Health Unit
- John Millson, Financial Director, Middlesex-London Health Unit
- Vanessa, Program Consultant, Child and Youth Development Branch
- Susan DeSousa, Financial Analyst, Child and Youth Development Branch
- Tiziana Scrocco, Senior Financial Analyst, Child and Youth Development Branch

TO: Chair and Members of the Finance & Facilities Committee
FROM: Christopher Mackie, Medical Officer of Health
DATE: 2014 March 26

ENHANCED SMOKING CESSATION FUNDING REQUEST

Recommendation

It is recommended that the Finance & Facilities Committee make recommendation to the Board of Health to authorize the Board Chair to receive the \$27,000 grant if the Ministry of Health and Long-Term Care approves the one-time Business Case for Enhanced Smoking Cessation funding for Nicotine Replacement Treatment, if approved, as presented in Appendix A to Report No. 013-14FFC.

Key Points

- A One-time business case for enhanced smoking cessation funding for the purchase of Nicotine Replacement Therapy in the amount of \$27,000 was submitted to the Ministry of Health & Long-Term Care as part of the Program Based Grant request made on February 28th, 2014.
- This funding request is in addition to the amounts already identified in the 2014 Board approved operating budget.

As part of the 2014 Program Based Grant request process, the Ministry of Health & Long-Term Care (MOHLTC) requested health units to provide business cases for 100% funding for enhanced smoking cessation programming. Due to the timing of the request, the funding and details of the program were not included in the Chronic Disease Prevention & Tobacco Control Planning & Budget Template recently approved on February 26th, 2014 by the Board of Health. However, the \$27,000 business case was forwarded to the MOHLTC along with the Board approved Program Based Grant submission.

Attached as [Appendix A](#) is the business case that was submitted to the MOHLTC. It includes a \$27,000 request for 100% funding to purchase Nicotine Replacement Therapy products.

If the request is approved by the ministry, the funding will be included as part of the 2014 Program Based Grants and reflected in the Public Health Accountability Agreement which is expected to be received in June of this year. The products will not be purchased until the health unit receives confirmation of funding approval.

Therefore, it is recommended that the Finance & Facilities Committee make a recommendation to the Board of Health to have the Board Chair authorize the receipt of the \$27,000 grant if the MOHLTC approves the business case as submitted.

This report was prepared by Mr. John Millson, Director of Finance & Operations, and Ms. Linda Stobo, Manager of Chronic Disease and Tobacco Control.



Christopher Mackie, MD, MHSc, CCFP, FRCPC
Medical Officer of Health

2014 One-Time Funding Request over \$10,000 Business Case

Health unit Name: Middlesex-London Health Unit	Address: 50 King Street, London, ON N6A 5L7
Project Title: Enhancement to Smoking Cessation Services	Location: *50 King Street, London ON and at the 201 Queens Ave, 4 th Floor, London, ON offices of the Health Unit and in partnership with community partners (community centers) where possible
Contact Name / Position Title: Linda Stobo, Chronic Disease Prevention and Tobacco Control Manager	Telephone Number: Office: (519) 663-5317 ext. 2388 Cell: (519) 617-0169

<p>Category of Request:</p> <p>() Office Equipment () Information Technology () Program Costs () New Purpose Built Vaccine Refrigerators () Smoke-Free Ontario Enforcement Tablet Upgrade <input checked="" type="checkbox"/> Smoke-Free Ontario Expanded Smoking Cessation Programming () Extraordinary Staffing costs () Other</p>

<p>Project Description (including programs to be included / involved).</p> <p>This proposal intends to increase the capacity of the Health Unit to meet community need, the Ontario Public Health Standards, and the Ontario Government's target to achieve the lowest smoking rate in Canada through the provision of targeted, tailored, sustained and integrated smoking cessation counselling services.</p> <p>Using cost-shared dollars from the Chronic Disease Prevention budget (non-SFO funds), the Health Unit currently has 1.0 FTE Public Health Nurse position (two 0.5 FTEs TEACH-trained as Smoking Cessation specialists) assigned to the smoking cessation portfolio within the Chronic Disease Prevention and Tobacco Control Team.</p> <p>Under the Ontario Public Health Standards, "the board of health shall ensure the provision of tobacco use cessation programs and services for priority populations". Historically, this mandate has been achieved through the Health Unit's participation in the Center for Addiction and Mental Health's "Smoking Treatment for Ontario Patients (STOP)" workshops. Through these workshops, clients who meet the eligibility criteria have been able to access five weeks of free NRT at one time within a span of six months. Although this partnership has been helpful in filling a local gap, helping us to meet the OPHS standard, this approach does not provide regular, consistent access to NRT on an ongoing basis throughout the year and does not provide the Health Unit's smoking cessation specialist with the flexibility required to provide targeted, tailored and client-centered smoking cessation services to priority populations. These opportunities are also tied to funding agreements between the Ministry of Health and Long-Term Care and CAMH. Between workshops, individuals, community organizations, workplaces and physicians' offices continue to call and inquire about public health unit smoking cessation services. These individuals, at the very time they are motivated to quit, must be placed on a waiting list and are consequently falling between the cracks. In December 2013, using year-end cost-shared dollars, NRT was purchased so that the Health Unit could provide two Smoking Cessation workshops, which combined smoking cessation counselling/behavioural interventions from the TEACH-trained Smoking Cessation Specialists, and access to up to 8 weeks of free NRT. The opportunities aligned with health communication/social marketing campaigns that were in market in December (e.g. "Driven to Quit Challenge" and "wouldrather...Contest" promotion).</p> <p>In addition, using cost-shared dollars, the Health Unit currently provides smoking cessation counselling and</p>

the provision of NRT to high-risk pregnant and breastfeeding women (and their partners). Unfortunately, the services are limited to very high risk clients (as defined under the **Healthy Babies, Healthy Children** program guidelines); however, this program has helped to meet local needs based on higher southwestern Ontario rates of tobacco use during pregnancy (BORN data) and the risks associated with smoking during pregnancy.

Due to the current gaps in smoking cessation services, the Middlesex-London Health Unit is considering, pending Board of Health approval in February to enhance the Health Unit's cessation service delivery capacity. The proposal that is before the Board of Health is to use cost-shared dollars to increase by an additional 0.5 FTE PHN and some program funds, to support the purchase of nicotine replacement therapies so that the public health unit can meet the needs of our priority populations within our community, through targeted, tailored, sustained and integrated smoking cessation counselling services.

This proposal is being submitted to the Ministry for consideration to leverage and expand the reach of cessation services to priority populations. Ministry dollars would be utilized to purchase nicotine replacement therapy (patches, gum, inhalers and lozenges) so that clients who want to quit smoking have a variety of medication options to choose from to best meet client needs (e.g. those with dentures or oral health issues can't use gum but could successfully use a lozenge or an inhaler).

Priority Populations:

- **LGBTQ** – to not only help those interested in quitting, but to also intervene with the cycle that those children of smoking parents have a higher probability of becoming smokers themselves; the Health Unit will outline a comprehensive strategy to work with the LGBTQ community and service providers to promote cessation and provide cessation services.
- **OUTPATIENTS from local hospital** – St. Joseph's Healthcare and London Health Sciences Center (including London Regional Cancer Centre) have implemented the Ottawa Model for Smoking Cessation; however, NRT provision is limited to inpatients due to the inclusion of NRT by placement on the formulary. This means that while outpatients or those receiving cancer treatment on an outpatient basis are screened for tobacco use, they are not being provided with free NRT. The Health Unit will work with local healthcare partners to identify mechanisms and referral paths so that the Health Unit can provide smoking cessation counselling and NRT to those outpatients motivated to quit but lacking financial means to access NRT and adequate support services.
- **Low Income and Those Living with Mental Illness** – There can be significant barriers to accessing NRT, especially for those with low incomes (LICO and the working poor). By establishing appropriate referral paths between the Health Unit's clinic services (family planning and contraception clinics, immunization clinics, dental clinic) and community health/social service providers, we will increase the likelihood that we adequately promote and service those who are motivated to quit but experience barriers to do so.
- **Males between the ages of 20 and 34** – there are higher rates of tobacco use in this age group compared to other age groups; through partnerships with the Workplace Health Promotion program and ties to SFOA workplace inspections and policy development, cessation services will be promoted and offered.

Program Reach:

- It is difficult to provide a number with complete certainty based on the fact that different clients will use different amounts of NRT based on levels of addiction and experience quitting. For example, some clients may require the full 8 weeks of treatment whereas other may use between 4 and six weeks of treatment. Consideration also needs to be given to the fact that some clients may use the patch, of which there are three levels of NRT dose, due to the level of addiction, or some, due to past NRT use/experience or lower levels of addiction may choose the inhaler, gum or lozenge. That being said, based on the Health Unit's history of costing, purchasing and dispensing of NRT, targets for 2014 have been set making the assumption that every client utilizes the full 8 weeks of treatment (which is based in best practice for client centered care):
 - Pending Board of Health approval, the Health Unit will utilize the enhanced cost-shared budget towards smoking cessation to purchase enough NRT to reach at least 175 clients
 - With the funding provided from the Ministry of Health and Long-Term Care through this proposal, \$30,000 would be used to purchase enough NRT to reach at least an additional 150 clients.

Cessation Service Delivery and Documentation:

- **How tobacco users are identified and referred to the program:** Almost all tobacco users entering our program will be through referrals and through earned media opportunities (some limited paid media opportunities) when promoting cessation-related messages (e.g. National Non-Smoking Week; World No Tobacco Day; Driven to Quit Challenge; Quit the Denial; etc...). Generally there are two ways that tobacco users are referred to our cessation services: 1) Self-referral, where the client is looking for help in quitting and calls to inquire what the Health Unit has to offer or the client is responding to an MLHU advertised opportunity to help individuals; or 2) Community Health / Social Service Provider referrals (both internal referrals and referrals from external community partners).
- **Who provides the intervention and how the intervention is documented:** The Middlesex-London Health Unit has a medical directive for Nicotine Replacement Therapy and under this medical directive tobacco cessation interventions provided to clients in the community must be done by a TEACH-trained Public Health Nurse. The TEACH-trained Public Health Nurse must assess each client not only for medical contraindications but also for smoking status and tobacco dependence (i.e., number of cigarettes per day, length of use of cigarettes, other tobacco use, time after waking to first cigarette), readiness to change behaviours, cessation goals (reduction vs. quitting), and prior cessation experience (i.e. any NRT use including side effects and reactions, past triggers, barriers, support etc.). The Public Health Nurse is required to document the assessment he/she has completed in determining the need to implement the directive using the MLHU "Smoking Cessation Assessment Form" and the MLHU "Nicotine Replacement Therapy Consent". The Public Health Nurse also must document any follow up plan or any evaluation of the client's response to the implemented treatment on these forms.
- **How are proactive follow-up counselling needs being addressed:** Currently we are following-up with clients within 4 weeks of their quit date to see how things are going with their quit attempt and determine if there needs to be any modification to their current quit plan. Clients are contacted by phone or email (the clients preferred method of contact) and then the Public Health Nurse will meet with the client in person to receive the remainder of their nicotine replacement therapy. Clients who indicate that they are no longer continuing with their quit attempt are encouraged to contact the health unit if they decide to engage in a quit attempt again. Clients who are given a full course of nicotine replacement therapy will be followed up at the end of their course of treatment (approximately 8 weeks from their quit date) to see how things are going.
- **How will the health unit document quit attempts and quit rates:** Quit attempts are recorded in the clients' chart. At this point, we have not calculated the quit rates for our program as most often we have utilized the **STOP on the Road** program (through CAMH) and have not been able to offer nicotine replacement therapy on a routine basis. However this is something that we plan to explore further as we expand our services and act as an RNAO Smoking Cessation BPG Implementation site for 2013-2014.

Integration with RNAO Smoking Cessation Implementation Site Project 2013/2014

The Middlesex-London Health Unit was selected as an RNAO Smoking Cessation Implementation Site for 2013/2014. The Health Unit implemented the RNAO Best Practice Guideline for Smoking Cessation in 2005. As an Implementation Site, we intend to explore and determine how best we can continue to sustain the RNAO Best Practice Guideline (e.g. better, consistent documentation; referral options for "arrange", etc.) and expand the implementation to include other health professionals within the organization (e.g. oral health practitioners, immunization clinic staff).

In brief, we intend to complete the following activities which will align nicely with the expansion of our cessation services:

1. Establishment of Smoking Cessation Implementation Team
2. Preparation and approval of cessation system logic model for Health Unit to guide cessation service delivery across the organization, mapping the gaps in service to priority populations to facilitate identification of appropriate referral paths and required policies
3. Development of action plan to support sustaining and expanding implementation of the RNAO Best Practice Guideline (BPG) for Smoking Cessation across the organization, including Smoking Cessation Policy Review, Documentation Policies, Orientation practices for new staff and assessment of barriers and facilitators to following the BPG
4. Review of policies and practices of other health units who have implemented smoking cessation clinic to inform model development
5. Establish evaluation and monitoring plan for smoking cessation clinic and the sustainability and expansion of the RNAO BPG
6. Implement, with ongoing assessment and adaptation based on results.

Why is this project necessary? What is the impact of the project on service delivery and programming by the board of health? Describe the risk associated with not receiving any or all of funding (attach supporting documentation / report as appropriate).

Tobacco cessation is essential to reduce the morbidity and mortality associated with tobacco use. Lung cancer is the second leading cause of death in Middlesex-London for 2005-2007 according to Ontario Mortality Data extracted in 2011. According to the 2010 Canadian Community Health Survey, 22% of Ontarians aged 12 or over reported using some form of tobacco (cigarettes, pipes, cigars, dip or chewing tobacco) in the last 30 days. Even if the uptake of tobacco use was immediately halted, this means that 2.47 million tobacco users in Ontario will still experience the health consequences of tobacco use. In Middlesex-London, according to the 2009/10 Canadian Community Health Survey, just over 22% of adults aged 19 years and over reported that they were current smokers. The burden of tobacco addiction and tobacco-related illness and the impact of interventions are not distributed equally across all populations within the Middlesex-London region; smoking status varied by gender (more males than females), age (higher proportion of young adult smokers), socioeconomic status (lower income, lower education), mental illness and co-addictions (other substances and gambling).

Tobacco use remains the leading cause of preventable disease and death in Canada, responsible for 37,000 deaths annually in Canada. Tobacco use is responsible for 80% of lung cancers, 80% of chronic obstructive pulmonary disorder (COPD) and has been linked with breast cancer and cancer in 18 other sites, post-surgical complications and stroke, costing the Canadian economy \$17 billion annually, including \$4.4 billion in direct healthcare costs.

Public Health Investment to Reach Priority Populations with Tobacco Cessation:

The purchase and provision of free nicotine replacement therapies within smoking cessation programs would enable the Health Unit to target and tailor cessation services to meet the needs of hard to reach, priority populations within the Middlesex-London community. This investment would complement the provincial investment in smoking cessation through Family Health Teams, Community Health Centres, Aboriginal Health Access Centres and the Ontario Drug Benefit program and could help close cessation service delivery gaps that currently exist. In order to make significant changes to the number of individuals smoking in Ontario, a comprehensive tobacco control strategy that includes a cessation support system that encompasses the “no wrong door” approach and facilitates access to cessation services is required. This funding proposal would help the Middlesex-London Health Unit to ensure that as a health care and public health agency in the community who has become known as the ‘place to call for tobacco control and smoking cessation’, we are best equipped to meet the client with supports and services when they are ready to quit. This also helps to balance the perception that not only do we work to ban smoking in public places, workplaces and outdoor public places (protection and prevention-related outcomes), we also have identified that there are gaps in the smoking cessation service delivery system, and the Health Unit is attempting to address those gaps by providing tailored, targeted smoking cessation services.

System Partners and Internal Linkages:

Under the CDPTC Team's Smoke-Free Ontario Strategy programming, the "SFO-funded" public health nurse is collaborating with community partners to assess cessation service delivery gaps in the community, and is also working with an internal Smoking Cessation Implementation Team, with representatives from across the Health Unit (Best Beginnings, Reproductive Health, Young Adult, Sexual Health, Oral Health and VPD) to create partnerships and increase internal capacity to ensure that all priority clients within Middlesex-London who use tobacco are identified and offered a brief smoking cessation intervention, including referral to cessation services (access to medication and an evidence-based behavioural intervention).

How is this project consistent with Ministry and/or Government priorities? Please see criteria for one-time requests on pages 26 to 29.

According to two reports commissioned by the Government of Ontario to compile advice and recommendations from the scientific and tobacco control community, “Building on our Gains, Taking Action Now: Ontario’s Tobacco Strategy for 2011-2016” and the “Evidence to Guide Action: Comprehensive Tobacco Control in Ontario”, the provision of evidence-based cessation interventions must be part of Ontario’s renewed tobacco control strategy. Specifically, the reports recommend:

1. Creating a tobacco user system that encompasses a “no wrong door” approach with clients being

asked about smoking at every point in the healthcare system;

2. Providing free smoking cessation medication and counseling to tobacco users; and,
3. Targeting tobacco users that are considered to be at high-risk for tobacco-related disease and have limited access to cessation services.

Smoking cessation has been identified as a priority within the Ministry of Health and Long-Term Care's "Make No Little Plans: Ontario's Public Health Sector Strategic Plan" and "Ontario's Action Plan for Healthcare".

The funding will be used to provide cessation services and medication to those who want to quit but that experience barriers to access NRT and barriers to access counselling and support services from trained Smoking Cessation Specialists.

Please describe how the project fits the long and short term goals of your board of health (i.e. strategic plan, operating plan etc.).

The Middlesex-London Health Unit's three year Strategic Plan 2012 – 2014, identified that the Ontario Public Health Standards will continue to be met and monitored within the context of the accountability framework. In addition to this work, special emphasis will be placed on the following:

- Improve health outcomes by enhancing service delivery through collaborative comprehensive, integrated strategies in Middlesex-London in the areas of:
 - Healthy eating, and physical activity for all
 - Reducing health inequities

Strategies must: be integrated, expand what we do, have a virtual component, serve Middlesex-London, provide excellent health information to staff and partners, and contain an outcomes and evaluation plan.

The burden of tobacco-related illness is not equally distributed across all population groups within Middlesex-London. This proposal aligns with the Health Unit's 'reducing health inequities' strategic area of focus and also provides opportunities to identify and eliminate disparities related to tobacco use, as prescribed within the Ontario Public Health Standards and the Ontario's Smoke-Free Ontario Strategy documents and the Ontario Public Health Sector Strategic Plan.

To substantially impact smoking rates (on a population level), comprehensive tobacco control programming is required, so this proposal, in isolation, will not have a substantial impact on population-level statistics we measure for smoking rates and intentions to quit; however, this proposal, in combination with our existing sustained efforts locally and provincially with tobacco control, along with linkages to our community partners, will contribute to the greater good, which is to reduce the smoking rate and reduce barriers to access to NRT and counselling.

Related projects	Date submitted	How related
N/A		
N/A		
N/A		

Indicate any implications this project will have on other organizations or services within your district / region and identify persons you have consulted in support of this request.

As outlined in the proposal previously, under the CDPTC Team's Smoke-Free Ontario Strategy programming, the "SFO-funded" public health nurse is collaborating with community partners to assess cessation service delivery gaps in the community, and is also working with an internal Smoking Cessation

Implementation Team, with representatives from across the Health Unit (Best Beginnings, Reproductive Health, Young Adult, Sexual Health, Oral Health and VPD) to create partnerships and increase internal capacity to ensure that all priority clients within Middlesex-London who use tobacco are identified and offered a brief smoking cessation intervention, including referral to cessation services (access to medication and an evidence-based behavioural intervention). Collaborations have also been discussed and explored with our health care community partners (through the Middlesex-London Cessation Community of Practice) and through our ongoing partnership/collaboration with the Southwest Regional Cancer Program/London Regional Cancer Centre and hospital leads for the Ottawa Model implementation.

Costs

Item	Cost	Description
Habitrol - 400 boxes of 21 mg	\$8,664.00	Please note that these estimates were provided based on the purchase of NRT made in December 2013. If this funding proposal is accepted and the proposal before the Board of Health is also approved, the actual purchase will need to be done through a competitive RFP process (through procurement); therefore, costs may in fact decrease on a per unit basis and the potential reach (number of clients that can be served) would increase.
Habitrol – 320 boxes of 14 mg	\$6931.20	
Habitrol – 240 boxes of 7 mg	\$5198.40	
Thrive Gum – 116 boxes of 2 mg	\$2,917.40	
Thrive Gum – 24 boxes of 4 mg	\$603.60	
Nicorette Inhaler – 56 units	\$2, 037.84	
Estimated Total Cost	\$29,778.26 (includes HST)	

How much of your costs pertain to program areas that are not eligible for funding by the Ministry of Health and Long Term Care through the PBG process (e.g., Healthy Babies Healthy Children, etc.)?

None – not applicable

Total share requested from MOHLTC	Total municipal	Non-shareable costs
\$ 27,000 (net of HST Rebate)	\$	\$

Project will impact operating costs <input type="checkbox"/> no <input type="checkbox"/> yes (if yes, provide detail below)		
Additional FTEs N/A	Number N/A	Cost (including benefits) \$ N/A
Accommodations N/A	Cost \$ N/A	Increase % N/A
Other operating costs N/A	Cost \$ N/A	Increase % N/A

Indicate how additional operating costs resulting from this project will be managed.

Due to the current gaps in smoking cessation services, the Middlesex-London Health Unit is considering, pending Board of Health approval in February to enhance the Health Unit's cessation service delivery capacity. The proposal that is before the Board of Health is to use cost-shared dollars to increase by an additional 0.5 FTE PHN and some program funds, to support the purchase of nicotine replacement therapies so that the public health unit can meet the needs of our priority populations within our community, through targeted, tailored, sustained and integrated smoking cessation counselling services. If the proposal is approved by the Board of Health in February, then the funding for enhancement from the cost-shared

budget (\$88,032) combined with the funding from this proposal (\$30,000) will complement the existing investment made to smoking cessation through the funded Public Health Nurse position (\$96,064). The additional operating costs will be managed through the Chronic Disease Prevention and Tobacco Control budget with a specially created revenue and expense account for ease of accounting and budget management.

Will funds be spent by December 31, 2014?

Yes

Board of Health Approvals

Signature – Business Administrator	Print Name	Date
Signature – Medical Officer of Health / Chief Executive Officer	Print Name	Date
Signature – Chair of the Board of Health	Print Name	Date

TO: Chair and Members of the Finance & Facilities Committee

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2014 March 26

2013 VENDOR / VISA PAYMENTS

Recommendation

It is recommended that the Finance & Facilities Committee make recommendation to the Board of Health to receive Report No. 014-14FFC re 2013 Vendor / VISA Payments as information.

Key Points

- Appendix A provides a list of vendors that received \$100,000 or greater from the Middlesex-London Health Unit in 2013.
- Appendix B provides a summary of purchases made using the corporate purchase cards.

Procurement Policy Requirement

In accordance with Section 5.17 of the Procurement Policy, the Director of Finance and Operations is to report annually the suppliers who have invoiced a cumulative total value of \$100,000 or more in a calendar year. Attached as [Appendix A](#) is a list of such vendors for 2013.

At the November 7th, 2013 Finance & Facilities Committee meeting, the Director of Finance & Operations was also requested to report annually a summary of purchases made with corporate purchase cards. Attached as [Appendix B](#), is a summary by category of the purchases made using the corporate credit cards. A total of 2,679 purchases were made with a total value of \$491,882.88.

John Millson, Director of Finance & Operations will be in attendance at the March 26th meeting to answer any questions the Committee members may have.

This report was prepared by Mr. John Millson, Director of Finance & Operations.



Christopher Mackie, MD, MHSc, CCFP, FRCPC
Medical Officer of Health

2013 Vendor Payment Summary > \$100,000

Vendor Name	Total Invoiced	Comments
OMERS	\$ 3,622,829.99	Pension payments (includes employee share)
County of Middlesex	\$ 1,009,444.36	Lease related payments - 50 King St.
Great West Life	\$ 968,937.74	Employer Health Benefits (includes LTD paid by employees)
University of Western Ontario	\$ 827,375.70	Service contracts (tykeTALK / IHP), and HSO Capital Grant
Merck Frosst Canada Inc.	\$ 350,402.89	Vaccine purchases
Richmond Block London Corp	\$ 317,290.61	Lease payments - 201 Queens Ave
Regional HIV/Aids Connection	\$ 300,100.00	Needle Exchange program (majority 100% funded by MOHLTC)
Workplace Safety & Insurance	\$ 230,974.37	WSIB premiums
The Canadian Centre for Mosquito Control	\$ 191,422.00	Mosquito control contract for Vector-Borne Disease program
Dr. Jeffrey H. Richmond	\$ 163,447.54	Dental Services – CINOT/HSO
Insight Canada Inc.	\$ 155,730.12	Computer hardware purchases
Metropolitan Maintenance	\$ 155,551.28	Cleaning of 50 King Street premises
Genie Audio	\$ 155,185.73	Infant Hearing Program equipment
Elgin Audiology Consultants	\$ 153,662.07	Service Contracts (Infant Hearing Program)
PricewaterhouseCoopers LLP	\$ 140,312.10	Consulting services (Shared Services)
Xerox Canada Ltd.	\$ 123,530.29	Leasing and copy charge for photocopiers
London Health Sciences Cent/UH	\$ 116,981.10	Service contracts (tykeTALK / IHP)
Resolution Interactive Media	\$ 112,661.09	Redevelopment of www.healthunit.com
CANBA Investments Limited	\$ 111,290.09	Lease related payments – Strathroy office

Summary of 2013 Corporate Purchase Card Purchases

Expense Category	Amount	# of transactions ¹
Materials & Supplies	\$ 134,226.20	897
Accommodations / Meals	\$ 73,488.54	395
Communications Costs ²	\$ 67,946.49	54
Travel ³	\$ 59,086.16	616
Professional Development	\$ 45,429.93	145
Other Expenses	\$ 43,510.08	223
Advertising / Health Promotion	\$ 16,885.63	130
Consulting Services ⁴	\$ 14,069.66	10
Medical / Clinic Supplies	\$ 12,782.98	75
Computer Equipment/Supplies	\$ 11,792.80	29
Memberships / Agency Fees	\$ 6,985.82	35
Building Maintenance	\$ 5,678.59	70
Total	\$ 491,882.88	2,679

Notes:

- 1) A transaction may include payment for more than one item. For example an accommodation transaction may pay for a stay of more than one night, or a travel transaction may pay for multiple trips.
- 2) Communication costs include monthly cell phone charges for phone provided to staff by the Health Unit.
- 3) Travel includes all modes of travel such as air, train, vehicle rentals and gas and parking costs. Most travel is staff travelling with their own car as part of their normal work assignment, such as inspecting or home visiting.
- 4) Consulting Services relate to services provided for food handler training sessions.



TO: Chair and Members of the Finance & Facilities Committee

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2014 March 26

SHARED LIBRARY SERVICES – 2014/15 TRANSFER AGREEMENT

Recommendation

It is recommended that the Finance & Facilities Committee:

- 1) Review the 2014/2015 Transfer Payment Agreement as attached to Report No. 015-14FFC and make recommendation to the Board of Health to authorize the Board Chair to sign the agreement; and further*
- 2) Recommend to the Board of Health to reduce the 2014 operating budget for Human Resources & Labour Relations by \$7,525 to reflect the reduced grant.*

Key Points

- The Shared Library Services Partnership was implemented in 2012 and builds on the existing library capacity within the public health system in Ontario.
- Middlesex-London Health Unit is a designated library hub which provides shared library services to Elgin-St. Thomas Public Health, Chatham-Kent Public Health Unit, Haldimand-Norfolk Health Unit, Niagara Region Public Health, and Windsor Essex County Health Unit.
- 2014/15 transfer payment agreement provides 100% funding in the amount of \$102,475 for the delivery of the shared library services partnership model.

Background

The Shared Library Services Partnership was formed following the transfer of the provincial share of funding for the former Public Health Research, Education and Development (PHRED) Program to Public Health Ontario in January 2011. Public Health Ontario introduced the shared library services model to support applied research and program evaluation, education and professional development, and knowledge exchange for public health.

This program was implemented in 2012 through the creation of the Shared Library Services Partnership that builds on the existing library capacity within the public health system in Ontario. Selected public health units in Ontario that have their own in-house libraries act as hubs to provide access to library services and resources for “client” public health units in Ontario that previously did not have in-house libraries.

The objective of this 100% funded program is to build capacity in selected health units that expressed interest in becoming a hub in the Shared Library Services Partnership by providing funding for staff and resources acquisition. It is envisioned that hub libraries which will support several client health units that are designated to each hub based on geographical location and the number of staff (i.e. potential clients) within each client unit.

Client health units for the Middlesex-London Health Unit library services are: Elgin-St. Thomas Public Health, Chatham-Kent Public Health Unit, Haldimand-Norfolk Health Unit, Niagara Region Public Health, and Windsor Essex County Health Unit

2014/2015 Transfer Payment Agreement

Attached as [Appendix A](#) is the proposed 2014-15 Transfer Payment Agreement between Public Health Ontario and the Middlesex-London Board of Health. This agreement stipulates the various obligations and requirements of each party. Schedule A provides a brief description of the program, specific project objectives, and library services the health unit will offer to the client health units. Schedule B details the project budget of \$102,475, which consist of staffing costs of \$71,300 and collections and other operating costs of \$31,175. Schedule C provides a payment schedule in which the Middlesex-London Health Unit would receive the funding. Lastly, Schedule D provides dates in which the health unit must provide reports to PHO regarding financial and program information.

The budget for this project was included in the [Human Resources & Labour Relations 2014 operating budget](#) in the amount of \$110,000 which was approved by the Board of Health on February 26th, 2014. This minor reduction of \$7,525 anticipates lower salary and benefit costs based on 2013 experience.

Conclusion

The 2014/2015 transfer payment agreement provides \$102,475 to the Middlesex-London Health Unit to deliver shared library services to the client health units as described in schedule A of the agreement. An amount of \$110,000 was included in the 2014 operating budget for this purpose. It is recommended that the Board of Health authorize the Board Chair to sign the agreement and to reduce the Human Resources & Labour Relations operating budget by \$7,525.

This report was prepared by Mr. John Millson, Director of Finance & Operations, and Ms. Laura Di Cesare, Director of Human Resources and Corporate Strategy.



Christopher Mackie, MD, MHSc, CCFP, FRCPC
Medical Officer of Health

THE AGREEMENT effective as of the 1st day of April, 2014

B E T W E E N:

ONTARIO AGENCY FOR HEALTH PROTECTION AND PROMOTION

(“Public Health Ontario”)

- and -

BOARD OF HEALTH FOR THE MIDDLESEX-LONDON HEALTH UNIT

(the “Recipient”)

Background:

1. Public Health Ontario funds projects similar to the project described in Schedule “A”; and
2. The Recipient has applied to Public Health Ontario for funds to assist the Recipient in carrying out the Project and Public Health Ontario wishes to provide such funds.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms, in addition to any other terms defined herein, shall have the following meanings:

“Act” means the *Ontario Agency for Health Protection and Promotion Act, 2007, c. 10*, Schedule K, as amended or replaced from time to time.

“Agreement” means this agreement entered into between Public Health Ontario and the Recipient and includes all of the schedules listed in section 27.1 and any amending agreement entered into pursuant to section 34.2.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010 (Ontario)*, including any directives issued pursuant to that Act.

“Budget” means the budget attached to the Agreement as Schedule “B”.

“Conditions Precedent” means the conditions precedent to the provision by Public Health Ontario of Funds pursuant to this Agreement as set out in Article 4;

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section 14.1.

“Force Majeure” has the meaning ascribed to it in Article 25.

“Funding Year” means the period commencing on April 1 following the end of the previous Funding Year and ending on March 31 of the following year.

“Funds” means the money provided by Public Health Ontario to the Recipient pursuant to the Agreement, and **“Funding”** shall have the corresponding meaning.

“Indemnified Parties” means the Ontario Agency for Health Protection and Promotion, its directors, officers, agents, appointees and employees.

“Maximum Funds” means \$102,475.00

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which Public Health Ontario considers it reasonable to extend that time.

“Parties” means Public Health Ontario and the Recipient.

“Party” means either Public Health Ontario or the Recipient.

“Project” means the undertaking described in Schedule “A”.

“Reports” means the reports described in Schedule “D”.

“Timelines” means the Project schedule set out in Schedule “A”.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to Public Health Ontario in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

2.2 Execution of Agreement. The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities at all levels of the Recipient’s organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Funds;

- (e) procedures to enable the successful completion of the Project;
- (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 Supporting Documentation. Upon request, the Recipient shall provide Public Health Ontario with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

3.1 Term. The term of the Agreement shall commence on the Effective Date and shall expire on March 31, 2015 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 CONDITIONS PRECEDENTS, FUNDS AND CARRYING OUT THE PROJECT

4.1 Conditions Precedent to First Payment. The obligation of Public Health Ontario to make its first payment of Funds under this Agreement is subject to satisfaction by the Recipient of each of the following conditions:

- (a) Public Health Ontario shall have received the insurance certificate or other documents provided for in section 11.2;
- (b) the representations and warranties of the Recipient set forth in Article 2 shall continue to be true and correct; and
- (c) no Event of Default or event or condition which, with notice or lapse of time, or both, would constitute an Event of Default shall have occurred or be continuing.

4.2 Conditions Precedent to Subsequent Payments. The obligation of Public Health Ontario to make each subsequent payment of Funds under this Agreement is subject to satisfaction by the Recipient of each of the following conditions:

- (a) the representations and warranties of the Recipient set forth in Article 2 shall continue to be true and correct;
- (b) no Event of Default or event or condition which, with notice or lapse of time, or both, would constitute an Event of Default shall have occurred or be continuing; and
- (c) Public Health Ontario shall have received the applicable quarterly Reports (both

financial and those documenting the progress of the Project) as set forth in Schedule “D”.

- 4.3 **Satisfaction of Conditions Precedent.** The Recipient shall notify Public Health Ontario as soon as is reasonably practicable of the satisfaction of the applicable Conditions Precedent described in sections 4.1 and 4.2 and such notification shall include, as an attachment, all relevant information and documentation evidencing the satisfaction of such Conditions Precedent.
- 4.4 **Waivers.** The Conditions Precedent set out in Article 4 are for the sole benefit of Public Health Ontario, and may be waived by Public Health Ontario in whole or in part in respect of any particular payment of Funds, without prejudicing Public Health Ontario’s right to assert them in whole or in part in respect of any other payment of Funds.
- 4.5 **Funds Provided.** Public Health Ontario shall:
- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
 - (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule “C”; and
 - (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.
- 4.6 **Limitation on Payment of Funds.** Despite anything in this Agreement, Public Health Ontario:
- (a) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
 - (b) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon Public Health Ontario’s assessment of the information provided by the Recipient pursuant to section 7.1.
- 4.7 **Funding Contingent on Appropriation.** Pursuant to the *Financial Administration Act* (Ontario), if Public Health Ontario does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, Public Health Ontario shall not be obligated to make any such payment, and, as a consequence, Public Health Ontario:
- (a) may reduce the amount of the Funds and, in consultation with the Recipient, change

the Project; or

(b) may immediately terminate the Agreement pursuant to section 13.1.

4.8 Use of Funding and Project. The Recipient shall:

(a) carry out the Project:

(i) in accordance with the terms and conditions of the Agreement; and

(ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget; and

(d) not use the Funds or any portion thereof to offset any expenses respecting the Project incurred by the Recipient in a previous Funding Year.

4.9 No Changes. The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of Public Health Ontario.

4.10 Interest Bearing Account. If Public Health Ontario provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.11 Interest. If the Recipient earns any interest on the Funds:

(a) Public Health Ontario may deduct an amount equal to the interest from any further instalments of Funds; or

(b) the Recipient shall pay an amount equal to the interest to Public Health Ontario as directed by Public Health Ontario.

4.12 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.13 Rebates, Credits and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**ARTICLE 5
ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS**

- 5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without Public Health Ontario's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1000.00 at the time of purchase.

**ARTICLE 6
CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions,
- has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3 **Disclosure to Public Health Ontario.** The Recipient shall:
- (a) disclose to Public Health Ontario, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
 - (b) comply with any terms and conditions that Public Health Ontario may prescribe as a result of the disclosure.

**ARTICLE 7
REPORTING, ACCOUNTING AND REVIEW**

- 7.1 **Preparation and Submission.** The Recipient shall:

Transfer Payment Agreement – Shared Library Services Partnership

- (a) submit to Public Health Ontario at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule “D”, or in a form as specified by Public Health Ontario from time to time;
- (b) submit to Public Health Ontario at the address provided in section 18.1, any other reports as may be requested by Public Health Ontario in accordance with the timelines and content requirements specified by Public Health Ontario;
- (c) deliver to Public Health Ontario a report setting out the amounts and sources of third party funds, including grants, which the Recipient has received or expects to receive in respect of the Project, at such times as may be specified by Public Health Ontario,
- (d) ensure that all Reports and other reports are completed to the satisfaction of Public Health Ontario; and
- (e) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. Public Health Ontario, its authorized representatives or an independent auditor identified by Public Health Ontario may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s expenditure of the Funds and, for these purposes, Public Health Ontario, its authorized representatives or an independent auditor identified by Public Health Ontario may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by Public Health Ontario, its authorized representatives or an independent auditor identified by Public Health Ontario, and shall do so in a form requested by Public Health Ontario, its authorized representatives or an independent auditor identified by Public Health Ontario, as the case may be.

- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give Public Health Ontario any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, Public Health Ontario's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 CREDIT, OWNERSHIP AND USE OF MATERIALS

- 8.1 **Acknowledge Support.** Unless otherwise directed by Public Health Ontario, the Recipient shall, in a form approved by Public Health Ontario, acknowledge the support of Public Health Ontario in any publication of any kind, written or oral, relating to the Project.
- 8.2 **Publication.** The Recipient shall indicate, in any of its publications of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Public Health Ontario.
- 8.3 **Public Health Ontario Entitled to Disclose.** Public Health Ontario shall be entitled to disclose the name of the Recipient and any general information about the Project in Public Health Ontario forums, website and publications.
- 8.4 **Notice of Proposed Publication.** The Recipient shall notify Public Health Ontario at least 45 days before it publishes any material relating to the Project and produced by the Recipient and provide a copy of the material it proposes to publish to Public Health Ontario at that time.
- 8.5 **Material Provided by Public Health Ontario.** Any information and/or material provided to the Recipient by Public Health Ontario or received by the Recipient on behalf of Public Health Ontario, including all copyright and other intellectual property rights in such material, shall continue to belong to Public Health Ontario and shall be kept confidential by the Recipient.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that Public Health Ontario is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to Public Health Ontario in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- 9.2 **MFIPPA.** Public Health Ontario acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* and that any information connected with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of Public Health Ontario.

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide Public Health Ontario with certificates of insurance pursuant to section 4.1(a), or other proof as may be requested by Public Health Ontario, that confirms the insurance coverage as provided for in section 11.1. Upon the request of Public Health Ontario, the Recipient shall make available to Public Health Ontario a copy of each insurance policy.

**ARTICLE 12
TERMINATION ON NOTICE**

- 12.1 Termination on Notice.** Public Health Ontario may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 Consequences of Termination on Notice by Public Health Ontario.** If Public Health Ontario terminates the Agreement pursuant to section 12.1, Public Health Ontario may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c) against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.12, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

**ARTICLE 13
TERMINATION WHERE NO APPROPRIATION**

- 13.1 Termination Where No Appropriation.** If, as provided for in section 4.7, Public Health Ontario does not receive the necessary appropriation from the Ontario Legislature for any payment Public Health Ontario is to make pursuant to the Agreement, Public Health Ontario may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 Consequences of Termination Where No Appropriation.** If Public Health Ontario terminates the Agreement pursuant to section 13.1, Public Health Ontario may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).

- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, Public Health Ontario shall not provide additional Funds to the Recipient.

**ARTICLE 14
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

- 14.1 **Events of Default.** Each of the following events shall constitute an “Event of Default”:

- (a) in the opinion of Public Health Ontario, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; and/or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the nature of the Recipient’s operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the Project under which Public Health Ontario provides the Funds;
- (c) 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;
- (d) the Recipient ceases to operate; and
- (e) an event of Force Majeure that continues for a period of 60 days or more.

- 14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, Public Health Ontario may, at any time, take one or more of the following actions:

- (a) initiate any action Public Health Ontario considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as Public Health Ontario determines appropriate;

- (d) reduce the amount of the Funds;
- (e) cancel all further installments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds Public Health Ontario provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 Opportunity to Remedy. If, in accordance with section 14.2(b), Public Health Ontario provides the Recipient with an opportunity to remedy the Event of Default, Public Health Ontario shall provide Notice to the Recipient:

- (a) of the particulars of the Event of Default; and
- (b) the Notice Period.

14.4 Recipient not Remediating. If Public Health Ontario has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b) and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to Public Health Ontario that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to Public Health Ontario,

Public Health Ontario may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2 (a), (c), (d), (e), (f), (g), (h) and (i).

14.5 When Termination Effective. Termination under this Article shall take effect as set out in the Notice.

**ARTICLE 15
FUNDS AT THE END OF A FUNDING YEAR**

15.1 Funds at the End of a Funding Year. Without limiting any rights of Public Health Ontario under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, Public Health Ontario may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

**ARTICLE 16
FUNDS UPON EXPIRY**

16.1 Funds Upon Expiry. The Recipient shall, upon expiry of the Agreement, return to Public Health Ontario any Funds remaining in its possession or under its control.

**ARTICLE 17
REPAYMENT**

17.1 Debt Due. If:

- (a) Public Health Ontario demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to Public Health Ontario, whether or not their return or repayment has been demanded by Public Health Ontario,

such Funds or other money shall be deemed to be a debt due and owing to Public Health Ontario by the Recipient, and the Recipient shall pay or return the amount to Public Health Ontario immediately, unless Public Health Ontario directs otherwise.

17.2 Interest Rate. Public Health Ontario may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by Public Health Ontario of Ontario on accounts receivable.

17.3 Payment of Money to Public Health Ontario. The Recipient shall pay any money owing to Public Health Ontario by cheque payable to the “Ontario Agency for Health Protection and Promotion” and mailed to Public Health Ontario at the address provided in section 18.1.

**ARTICLE 18
NOTICE**

18.1 Notice in Writing and Addressed. Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or facsimile, and shall be addressed to Public Health Ontario and the Recipient respectively as set out below:

To Public Health Ontario:

Public Health Ontario
480 University Ave., Suite 300
Toronto, Ontario
M5G 1V2

Attention: *Beata Pach*
Manager, Library Services

Fax: (647) 260-7600

To the Recipient:

Middlesex-London Health Unit
50 King Street
London ON
N6A 5L7

Attention: *Laura Di Cesare*
Director, Human Resources & Corporate Strategy

Fax: (519) 663-5086

18.2 Notice Given. Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after such Notice is mailed; or
- (b) in the case of email, personal delivery or facsimile, on the day such Notice is received by the other Party.

18.3 Postal Disruption. Despite section 18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by email, personal delivery or by facsimile.

**ARTICLE 19
CONSENT BY PUBLIC HEALTH ONTARIO**

19.1 Consent. Public Health Ontario may impose any terms and/or conditions on any consent Public Health Ontario may grant pursuant to the Agreement.

**ARTICLE 20
SEVERABILITY OF PROVISIONS**

20.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other

provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 21
WAIVER**

- 21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 22
INDEPENDENT PARTIES**

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Public Health Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of Public Health Ontario.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 24
GOVERNING LAW**

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**ARTICLE 25
FURTHER ASSURANCES**

- 25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

**ARTICLE 26
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

26.1 Force Majeure Means. Subject to section 26.3, “**Force Majeure**” means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party’s performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

26.2 Force Majeure Includes. Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

26.3 Force Majeure Shall Not Include. Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party’s agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 Failure to Fulfil Obligations. Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 27
SURVIVAL**

27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.11(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by Public Health Ontario to the satisfaction of Public Health Ontario), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2 (d), (e), (f) (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**ARTICLE 28
SCHEDULES**

28.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule “A” - Project Description and Timelines;
- (b) Schedule “B” - Budget;
- (c) Schedule “C” - Payment Schedule; and
- (d) Schedule “D” - Reports.

**ARTICLE 29
COUNTERPARTS**

29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 30
JOINT AND SEVERAL LIABILITY**

30.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to Public Health Ontario for the fulfillment of the obligations of the Recipient under the Agreement.

**ARTICLE 31
RIGHTS AND REMEDIES CUMULATIVE**

31.1 **Rights and Remedies Cumulative.** The rights and remedies of Public Health Ontario are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**ARTICLE 32
BPSAA**

32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 33
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

33.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Public Health Ontario;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

Public Health Ontario may suspend the payment of Funds for such period as Public Health Ontario determines appropriate.

**ARTICLE 34
ENTIRE AGREEMENT**

34.1 **Entire Agreement.** The Agreement, together with the attached schedules listed in s.28.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

[Signature page immediately follows]

The Parties have executed the Agreement on the dates set out below.

ONTARIO AGENCY FOR HEALTH PROTECTION AND PROMOTION

Name: George Pasut Date _____
Title: Vice-President, Science and Public Health

BOARD OF HEALTH FOR THE MIDDLESEX-LONDON HEALTH UNIT

Name: Date _____
Position:

Name: Date _____
Position:

I/We have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION AND TIMELINES

Background

Following the transfer of the provincial share of funding for the former Public Health Research, Education and Development (PHRED) program to Public Health Ontario in January 2011, Public Health Ontario introduced a new program model to support applied research and program evaluation, education and professional development, and knowledge exchange for public health. Library services are a key area of focus under this program, which provides funding to support equitable access to library services, resources, and professionals for health units that currently do not have a library included in their business model.

This program was implemented in 2012 through the creation of the Shared Library Services Partnership that builds on the existing library capacity within the public health system in Ontario. Selected public health units in Ontario that have their own in-house libraries act as hubs to provide access to library services and resources for “client” public health units in Ontario that previously did not have in-house libraries. This model is predicated on a system that already has 14 operational libraries with library staff that function as a community of practice through the Ontario Public Health Libraries Association (OPHLA). The existing library system will be maintained and enhanced and all health units will have access to library services.

This “library hub” model draws on previous experiences from the PHRED program and was selected by the Shared Library Services Partnership Working Group as the model that will provide the highest Return on Investment and will be beneficial to both service recipients and service providers.

The scope of services and responsibilities as outlined below are based on the strong recommendations developed by the Shared Library Services Partnership Working Group.

Project Overall Objective

The objective of this project is to build capacity in selected health units that expressed interest in becoming a hub in the Shared Library Services Partnership by providing funding for staff and resources acquisition. It is envisioned that hub libraries which will support several client health units that are designated to each hub based on geographical location and the number of staff (i.e. potential clients) within each client unit. Funds are being provided for hub libraries to hire one additional FTE devoted to serving client health unit staff.

Specific Project Objectives

- As a hub library, the Recipient will provide library services as outlined below to the following Ontario public health units: Elgin-St. Thomas Public Health, Chatham-Kent Public Health Unit, Haldimand-Norfolk Health Unit, Niagara Region Public Health, and Windsor Essex County Health Unit (collectively, “Client Health Units”).

- The Recipient will enter into and/or maintain appropriate agreements with their assigned Client Health Units outlining mutual responsibilities.
- The Recipient will provide library service only to its designated Client Health Units (and staff of the Recipient health unit).
- The Recipient will collaborate with other hub libraries, Public Health Ontario and the Ontario Public Health Libraries Association (OPHLA) in the purchasing of resources, development of training sessions, and creation of processes and common/standard forms and policies related to operations of the partnership.
- The Recipient will maintain their current funding for their own library services and resources.

1.0 Library Services

1.1 Core hub library services

- a) The Recipient will provide its Client Health Units with access to the following core library services:
 - Article retrieval/document delivery
 - Comprehensive literature searches conducted on behalf of Client Health Units
 - Response to reference questions
 - Library-related training for Client Health Unit staff
 - Help desk (related to technical issues when using library resources and services)
 - Book loans
- b) Additional requirements may be phased in after the evaluation of hub operations (depending on workload and funding). These services could include:
 - Current awareness service (includes table of contents services)
 - Research assistance (differentiated from training and literature searching as being more consultative in nature; part of a research team)

Any expansion of service is at the discretion of the Recipient.

- c) The Recipient will attempt to provide Client Health Units with desktop access to resources, copyright and licencing permitting.

1.2 Training for Client Health Unit staff

- a) The Recipient will deliver training sessions to cover the following topics annually:
- How to do a basic literature search and find articles
 - How to use the Virtual Library effectively

The sessions shall include introductory information about library services (what they are, how to access them, etc.)

- b) Other training sessions will be developed at the discretion of the Recipient, and will be tailored to the needs of Client Health Units whenever possible (i.e. use health unit examples for literature searching training, etc.).
- c) Training schedules will be negotiated directly with Client Health Units.
- d) The Recipient will deliver a minimum of one training session **in person** per year to each Client Health Unit, if required.
- e) The Recipient will provide training to Client Health Units using the following methods:
- In-person to Client Health Units (minimum of one per year)
 - Webinars, OTN videoconferencing
 - Modules and tools delivered via the Internet

2.0 Library Resources

2.1 Core hub library resources

- a) Resources purchased for all health units (i.e. Virtual Library additions) will be recommended by the Ontario Public Health Libraries Association (OPHLA).
- b) The Recipient will collaborate with other hub libraries on their own collection development whenever possible to take advantage of consortial pricing.
- c) The Recipient will prioritize journal subscriptions for purchasing and will coordinate the development of special (subject area) journal collections with hub libraries.

2.2 Delivery of resources to clients

- a) The Recipient will commit to following all guidelines and procedures developed collaboratively with other hub libraries (e.g. service delivery timelines and prioritization of service requests)

- b) The Recipient will use only those methods of document delivery that fall within copyright and licencing constraints.

3.0 Library Staff

- a) The Recipient will have at least one librarian (ALA accredited Masters' degree) on staff— either as the existing staff person or hired through transfer payment funds.
- b) The primary role of PHO-funded library hub personnel is to serve hub operations and will follow Shared Library Services Partnership processes and procedures (even if these procedures vary from those of the Recipient).
- c) PHO-funded library hub personnel will participate in professional development and new skills enhancement opportunities provided by PHO to ensure equitable service across the hubs.

4.0 Library Processes and Procedures

- a) Client Health Units will access the Recipient's library staff directly by phone or email in a barrier-free fashion (no intermediary forms or procedures).
- b) The Recipient will use DOCLINE as the primary system of requesting and delivering interlibrary loans.
- c) Using DOCLINE, The Recipient will first borrow from other hub libraries and OPHLA libraries in order to minimize costs of for-fee interlibrary loans.
- d) The Recipient will negotiate with vendors in an effort to construct licence agreements that allow for delivery of resources to Client Health Units.
- e) The Recipient, in collaboration with other hub libraries and Public Health Ontario, will coordinate the development of standard tools related to hub operations and processes.

5.0 Hub library service tracking & monitoring

- a) The Recipient will be responsible for tracking, monitoring and reporting of service delivery targets and indicators.
- b) The Recipient will collaborate with Public Health Ontario and OPHLA in use of a standard tool for collecting required library statistics across the system.

Transfer Payment Agreement – Shared Library Services Partnership

SCHEDULE "B"

BUDGET

April 1, 2014-March 31, 2015

1 FTE, Librarian or Library Technician (wages + benefits)	\$71,300.00
Collections and operations (may include supplies and equipment, interlibrary loan fees, acquisitions and subscriptions, travel to clients, communications)	\$31,175.00

SCHEDULE "C"

PAYMENT SCHEDULE

PAYMENT DATE OR MILESTONE	AMOUNT
April 14, 2014	\$25,618.75
July 14, 2014	\$25,618.75
October 14, 2014	\$25,618.75
January 15, 2015	\$25,618.75

SCHEDULE “D”

REPORTS

Name of Report	Due Date
Interim Activity & Financial Report (April-June)	July 28, 2014
Interim Activity Report (July-September)	October 27, 2014
Interim Activity & Financial Report (October-December)	January 26, 2015
Final Activity & Financial Report	April 27, 2015
Reports specified from time to time	On a date or dates specified by Public Health Ontario.

Report Details

The Recipient will follow the reporting guidelines and processes set out by Public Health Ontario and will collect the required data in order to track and monitor service provision and usage by clients.

Interim Activity Reports

- usage statistics, broken down by client health unit:
 - o # of literature search requests received
 - o # of literature searches completed
 - o # of in-house documents delivered from Hub collection
 - o # of in-house physical resources delivered from Hub Collection (books, reports, games, media)
 - o # of articles delivered from the Virtual Library
 - o # of ILL books / reports delivered to client health units
 - o # of ILL articles delivered to client health units
 - o # of reference questions answered
 - o # of research consultations delivered
 - o # of training sessions delivered
 - o # of new acquisitions

Interim Activity & Financial Reports

- usage statistics, broken down by client health unit (as detailed above)
- summary of expenditures

Final Activity and Financial Report

- usage statistics, broken down by client health unit (as detailed above)
- summary of expenditures of the last quarter (January to March)
- summary of expenditures for the duration of the transfer payment agreement
- snapshot of services delivered to clients
- snapshot of custom tools developed
- general feedback about hub and partnership operations



TO: Chair and Members of the Finance & Facilities Committee

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2014 March 26

FOODNET CANADA – MEMORANDUM OF AGREEMENT

Recommendation

It is recommended that the Finance & Facilities Committee make the following recommendations to the Board of Health:

- 1) That the Board Chair sign the Memorandum of Agreement as attached to Report No. 016-14FFC, and further*
- 2) That the 2014 operating budget be revised to include the 100% funding for the FoodNet Canada program of \$159,383 as outlined in Table 1 of Report No. 016-14FFC*

Key Points

- At the February 26th Board of Health meeting, the Board agreed to participate in the FoodNet Canada program as the sentinel site in Ontario. This recognizes the Health Unit as a leader in infectious disease surveillance and case and outbreak management.
- Funded by the Public Health Agency of Canada (PHAC), FoodNet Canada is an enhanced integrated surveillance program for food- and water-borne illnesses, such as *E. coli* O157:H7, listeria and salmonella.
- The program is being funded for a three-year term at an estimated amount of \$473,433.

Background

At the February 26th Board of Health meeting, the Board reviewed [Report No. 17-14](#) “Health Unit Participation in FoodNet Canada” and agreed to participate as the Ontario sentinel site in FoodNet Canada.

Funded by the Public Health Agency of Canada (PHAC), FoodNet Canada is an enhanced integrated surveillance program for food- and water-borne illnesses, such as *E. coli* O157:H7, listeria and salmonella.

As the Ontario sentinel site, PHAC would provide the Health Unit with additional funding to carry out the enhanced case investigation and retail sampling components of the FoodNet Canada program. This funding would support the hiring of a 1.0 full-time equivalent (FTE) Site Coordinator position to be filled either by a Public Health Inspector (PHI), a Public Health Nurse, or an Epidemiologist, and 0.2 FTE PHI to conduct weekly sampling in grocery stores.

Memorandum of Agreement

Attached as [Appendix A](#) is the Memorandum of Agreement (MOA) that the Board of Health would be required to sign to take part in this initiative. Table 1 on the back of this page provides a summary of the budget for each of the three years. The full budget is outlined in [Appendix B](#).

Table 1 – FoodNet Budget

Description	Year		
	2014/2015	2015/2016	2016/2017
<i>Site Coordinator:</i>			
Wages & Benefits	\$ 110,000	\$ 113,300	\$ 116,699
Start-up costs	5,000	-	-
Office Expenses	4,000	4,000	4,000
Administrative Expenses	3,000	3,000	3,000
Training	2,500	2,500	2,500
Total Site Coordinator	\$ 124,500	\$ 122,800	\$ 126,199
<i>Retail Sampling:</i>			
Wages & Benefits	\$ 14,383	\$ 14,804	\$ 15,248
Start-up costs	3,000	-	-
Retail sample purchases	10,000	10,000	10,000
Travel	7,500	7,500	7,500
Total Retail Sampling	\$ 34,883	\$ 32,304	\$ 32,748
Total FoodNet budget	\$ 159,383	\$ 155,104	\$ 158,947

This program and the associated funding were not included in the Infectious Disease Control Planning & Budget Template. Therefore, it is recommended that the Finance & Facilities Committee make a recommendation to the Board of Health to have the Board Chair sign the Memorandum of Agreement and increase the 2014 operating budget accordingly.

This report was prepared by Mr. John Millson, Director of Finance & Operations, Ms. Alison Locker - Epidemiologist, Oral Health Communicable Disease and Sexual Health Services, and Mr. Tristan Squire-Smith, Manager, Infectious Disease Control Team.



Christopher Mackie, MD, MHSc, CCFP, FRCPC
Medical Officer of Health

Print Name and Position

SECTION "I" - GENERAL CONDITIONS

GC1. Definitions

- 1.1. In this Memorandum of Agreement, unless the context otherwise requires,
- 1.1.1. "Provider of Services" means the party agreeing to provide services by entering into this MOA with Public Health Agency of Canada (PHAC).
- 1.1.2. "Memorandum of Agreement" or "MOA" means this written agreement between PHAC and the Provider of Services, these general conditions, any supplemental general conditions specified in this written agreement and every other document specified or referred to in any of them as forming part of this Memorandum of Agreement, all of which may be amended by written agreement of the Parties, from time to time.
- 1.1.3. "Contracting Authority" means the person designated as such in this MOA, or by notice to the Provider of Services to act as the representative of PHAC in the management of this MOA.
- 1.1.4. "Parties" means PHAC and the Provider of Services, both of which are signatories to this MOA.

GC2. Entire Agreement

- 2.1. This MOA constitutes the entire agreement between the Parties with respect to the provision of the services described in Annex A ("the Work") and supersedes all previous negotiations, communications and other agreements relating to it, unless they are incorporated by reference herein.

GC3. Time of the Essence

- 3.1. Time is of the essence in the provision of the services described in Annex A.
- 3.2. Any delay by the Provider of Services in performing the Provider of Services' obligations under this MOA which is caused by an event beyond the control of the Provider of Services, and which could not have been avoided by the Provider of Services without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.
- 3.3. The Provider of Services shall give notice to PHAC immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Contracting Authority, the Provider of Services shall deliver a description, in a form satisfactory to PHAC, of work-around plans including alternative sources and any other means that the Provider of Services will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by PHAC of the work-around plans, the Provider of Services shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

GC4. Indemnification

- 4.1. The Provider of Services shall indemnify and save harmless PHAC and PHAC's servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Provider of Service, or the Providers of Services' employees, agents, in performing the Work or as a result of the Work.
- 4.2. The Provider of Services shall indemnify PHAC and PHAC's servants and agents from all costs, charges and expenses whatsoever that PHAC sustains or incurs in all claims, actions, suits and proceedings for the use of the invention

claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or other intellectual property right resulting from the performance of the Provider of Services' obligations under this MOA, and in respect of the use of or disposal by PHAC of anything furnished pursuant to this MOA.

- 4.3. The Provider of Services' liability to indemnify or reimburse PHAC under this MOA shall not affect or prejudice PHAC from exercising any other rights under law.
- 4.4. The Provider of Services agrees that PHAC shall not be liable for, and agrees to protect and indemnify PHAC with respect to, any injury or damage (including death) to the Provider of Services or to the person of any officer, servant or agent of the Provider of Services or for the loss of or damage to the property of the Provider of Services or its officers, servants or agents in any manner based upon, occasioned by, or in any way attributable to the performance of the said work unless the injury, loss or damage is caused by the negligence of an officer, servant or agent of PHAC while acting within the scope of his or her employment.

GC5. Termination or Suspension for Convenience

- 5.1. PHAC may, by giving notice to the Provider of Services, terminate or suspend the Work with respect to all or any part or parts of the Work not completed.
- 5.2. All work completed by the Provider of Services to the satisfaction of PHAC before the giving of notice shall be paid for by PHAC in accordance with the provisions of this MOA and, for all work not completed before the giving of notice, PHAC shall pay the Provider of Services' costs as determined under the provisions of this MOA and, in addition, an amount representing a fair and reasonable fee in respect of the Work not completed.
- 5.3. In addition to the amount which the Provider of Services shall be paid, the Provider of Services shall be reimbursed for their cost of, and incidental to, the cancellation of obligations incurred by the Provider of Services pursuant to the notice and obligations incurred by the Provider of Services or to which the Provider of Services is subject with respect to the Work.
- 5.4. Payment and reimbursement under these provisions shall be made only to the extent that it is established to the satisfaction of PHAC that the costs and expenses were actually incurred by the Provider of Services and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the part of the Work terminated.
- 5.5. The Provider of Services shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Provider of Services under this MOA, exceeds the MOA price applicable to the Work or the particular part of the Work.

GC6. Termination Due to Default

- 6.1. PHAC may, by notice to the Provider of Services, terminate the whole or any part of the Work if the Provider of Services fails to perform any of the Provider of Services obligations under this MOA, or, in PHAC's view, so fails to make progress as to endanger performance of this MOA in accordance with its terms.
- 6.2. In the event that PHAC terminates the Work in whole or in part under this section, PHAC may arrange, upon such terms and conditions and in such manner as PHAC deems appropriate, for the Work to be completed that was so terminated, and the Provider of Services shall be liable to PHAC for any excess costs relating to the completion of the Work.
- 6.3. Upon termination of the Work under this section, PHAC may require the Provider of Services to deliver and transfer title to

PHAC, in the manner and to the extent directed by PHAC, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Provider of Services has specifically acquired or produced for the fulfilment of this MOA. PHAC shall pay the Provider of Services for all finished work delivered pursuant to the direction and accepted by PHAC, the cost to the Provider of Services of the finished work plus the proportionate part of any fee fixed by this MOA and shall pay or reimburse the Provider of Services the fair and reasonable cost to the Provider of Services of all materials or work-in-process delivered pursuant to the direction. PHAC may withhold from the amounts due to the Provider of Services the sums that PHAC determines to be necessary to protect PHAC against excess costs for the completion of the Work.

- 6.4. The Provider of Services shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Provider of Services under this MOA, exceeds the MOA price applicable to the Work or the particular part of the Work.
- 6.5. If, after PHAC issues a notice of termination under this section, it is determined by PHAC that the default of the Provider of Services is due to causes beyond the control of the Provider of Services, the notice of termination shall be deemed to have been issued pursuant to Section GC5 and the rights and obligations of the parties shall be governed by Section GC5.
- 6.6. All work completed by the Provider of Services to the satisfaction of both Parties, before the giving of the notice, shall be paid for by PHAC in accordance with the provisions of this MOA and, for all work not completed before the giving of notice, PHAC shall withhold an amount reasonably estimated as being required to have the Work completed by another Provider of Services.

GC7. Amendments

- 7.1. The Parties agree that this MOA shall not be altered or amended without the written mutual consent of both the Contracting Authority and the Provider of Services.

GC8. Security and Protection of Work

- 8.1. The Provider of Services shall keep confidential all information provided to the Provider of Services by or on behalf of PHAC in connection with the Work, acquired by the Provider of Services in the course of performing the Work or created by the Provider of Services as part of the Work. The Provider of Services shall not disclose the information to any person without the written permission of Contracting Authority, except that the Provider of Services may disclose to a sub-Provider of Services, authorized in accordance with this MOA, information necessary to the performance of the subcontract. This section does not apply to any information that:
 - 8.1.1. is publicly available from a source other than the Provider of Services ; or
 - 8.1.2. is or becomes known to the Provider of Services from a source other than PHAC, except any source that is known to the Provider of Services to be under an obligation to PHAC not to disclose the information.
- 8.2. Upon request, the Provider of Services shall return to the Contracting Authority all information provided to the Provider of Services by or on behalf of PHAC or acquired by the Provider of Services in connection with the Work and any copies of the information, in any form whatsoever.

GC9. Accounts and Audits

- 9.1. The Provider of Services shall keep proper accounts and records of the cost to the Provider of Services of the Work and all expenditures or commitments made by the Provider of Services.

GC10. Travel and Living Expenses

- 10.1. Travel and Living expenses incurred by the Provider of Services are entirely subject to the content of the current Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/td-dv-1_e.html) and the Treasury Board Secretariat Special Travel Authorities, Section 7, "Persons on contract" (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/sta1_e.asp#_Toc65556472 and http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/STA_e.asp).
- 10.2. Travel and Living expenses are considered to be part of the total cost of the MOA. Expenses which exceed the Directive will not be paid. Prior authorization from the Contracting Authority for projected Travel and Living expenses is required.

SECTION "II" – INTELLECTUAL PROPERTY

IP1. Provider of Services to Own Intellectual Property

Rights

1.1. Interpretation

In the MOA,

- 1.1.1 "Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Provider of Services, its sub-Provider of Services or any other supplier of the Provider of Services
- 1.1.2 "Commercial Exploitation in Competition with the Provider of Services" does not include exploitation by Canada or by any Provider of Services where the good or service produced through such exploitation is for end use by Canada, nor does it include dissemination or distribution by Canada to persons or to other governments at or below cost of any good or service delivered under the MOA or produced through such exploitation;
- 1.1.3 "Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;
- 1.1.4 "Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the MOA and all other Technical Information conceived, developed or produced as part of the Work under the MOA;
- 1.1.5 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;
- 1.1.6 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;
- 1.1.7 "Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;
- 1.1.8 "Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the MOA by Canada or the Provider of Services, such as internal financial or management information, unless it is a deliverable under the MOA.

1.2. Disclosure of Foreground Information

- 1.2.1 The Provider of Services shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the MOA may require.

- 1.2.2 The Provider of Services shall, in each disclosure under this section, indicate the names of all sub-Provider of Services at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
- 1.2.3 Before and after final payment to the Provider of Services, the Minister shall have the right to examine all records and supporting data of the Provider of Services which the Minister reasonably deems pertinent to the identification of Foreground Information.

1.3. Provider of Services to Own Intellectual Property Rights in Foreground Information

- 1.3.1 Subject to subsection IP1.3.3 and section IP1.7 (Transfer of Intellectual Property Rights), and without affecting any Intellectual Property Rights or interests therein that have come into being prior to the MOA or that relate to information or data supplied by Canada for purposes of the MOA, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of the Provider of Services.
- 1.3.2 Notwithstanding the Provider of Services' ownership of the Intellectual Property Rights in Foreground Information that is a prototype, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and, except in the case of Software that is not necessary for the operation of the prototype, model or system or equipment, the right to sell them.
- 1.3.3 (i) Where the Work under the MOA involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Intellectual Property Rights that shall vest under subsection 1.3.1 shall be restricted to the Intellectual Property Rights in Foreground Information that is capable of being exploited without the use of the information or data supplied by Canada or such personal information. All Intellectual Property Rights in any database or other compilation, the Foreground Information in which cannot be exploited without the use of such information, data, or personal information, shall vest in Canada. The Provider of Services agrees that it shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the MOA, and shall not dispose of it except by returning it to Canada. The Provider of Services shall comply with the General Conditions of the MOA in regard to maintaining the confidentiality of such information, data or personal information. Unless the MOA otherwise expressly provides, the Provider of Services shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the MOA or at such earlier time as the Minister may require.
- (ii) Notwithstanding subsection 1.3.1, if the Work under the MOA involves the collection of personal information as that term is defined in the *Privacy Act*

- (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Provider of Services, vest in Canada, and the Provider of Services shall have no right or interest in it.
- 1.4. ***License to Intellectual Property Rights in Foreground Information***
- 1.4.1 In consideration of Canada's contribution to the cost of development of the Foreground Information, the Provider of Services hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights in the Foreground Information that vest in the Provider of Services pursuant to section IP1.3, for any public purpose except Commercial Exploitation in Competition with the Provider of Services. Canada's license to the Intellectual Property Rights in the Foreground Information also includes the right to disclose the Foreground Information to other governments for information purposes only. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground Information that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.
- 1.4.2 The Provider of Services acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1.4.1 and that such contract awards may follow a competitive process. The Provider of Services agrees that Canada's license in relation to the Intellectual Property Rights in the Foreground Information that vest in the Provider of Services pursuant to section IP1.3, includes the right to disclose the Foreground Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require the bidder or the contractor not to use or disclose any Foreground Information except as may be necessary to bid for or to carry out that contract.
- 1.4.3 For greater certainty and without limiting the generality of subsections 1.4.1 and 1.4.2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections 1.4.1 and 1.4.2:
- (a) applies to Foreground Information that is Software, notwithstanding any terms to the contrary delivered by the Provider of Services with any deliverable, including the wording on any shrink-wrapped license attached to any deliverable; and
 - (b) includes the right to reproduce and use Foreground Information that is Software, or any modified or improved or translated or further developed form of it, on any and all computer systems owned, leased or operated by Canada anywhere in the world.
- 1.4.4 Notwithstanding subsections 1.4.1, 1.4.2 and 1.4.3, if any Foreground Information arises solely from correction by the Provider of Services of errors in Background Information that is Software, or from minor modifications made by the Provider of Services to such Software, then the license set out in subsections 1.4.1, 1.4.2 and 1.4.3 shall not apply to that Foreground Information and, unless otherwise agreed, the license that applies to such Background Information shall apply to that Foreground Information.
- 1.4.5 Where the Intellectual Property Rights in any Foreground Information are or will be owned by a sub-Provider of Services at any tier, the Provider of Services shall either obtain a license from that sub-Provider of Services that permits compliance with subsections 1.4.1, 1.4.2 and 1.4.3 or arrange for the sub-Provider of Services to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Provider of Services shall deliver that form to the Minister, duly completed and executed by the sub-Provider of Services, no later than the time of disclosure to Canada of that Foreground Information.
- 1.4.6 If the Provider of Services wishes to make use of any Canada-owned information that was supplied for purposes of the MOA, for the commercial exploitation or further development of any of the Foreground Information, then the Provider of Services may make a written request for a license to exercise the required Intellectual Property Rights in that Canada-owned information, to the Minister for whose department or agency the Work is being or was carried out. The Provider of Services shall give that Minister an explanation as to why such a license is required. That Minister shall respond in writing to the request within a reasonable period of time. If the request is refused, the response shall provide an explanation for the refusal. Should that Minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Provider of Services and that Minister. It is understood that those terms may include payment of compensation to Canada.
- 1.4.7 The Provider of Services may apply to the Minister for whose department or agency the Work is being or was carried out for a license to commercially exploit a translation of the Foreground Information which is effected by or for Canada, subject to the same restrictions and obligations as apply under the MOA to commercial exploitation of the Foreground Information that was translated. Any such license shall be on terms and conditions to be negotiated between the Provider of Services and that Minister. It is understood that those terms may include payment of compensation to Canada.
- 1.5. ***License to Intellectual Property Rights in Background Information***
- 1.5.1 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Provider of Services hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
- (a) for the use, operation, maintenance, repair or overhaul of the Work;
 - (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
 - (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Provider of Services is

- unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;
- and the Provider of Services agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 1.5.2 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Provider of Services hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection shall not include the right to reproduce the whole or part of any deliverable under the MOA that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Provider of Services agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 1.5.3 Notwithstanding subsections 1.5.1 and 1.5.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the MOA.
- 1.5.4 The Provider of Services acknowledges that, subject to paragraph c) of subsection 1.5.1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1.5.1 and 1.5.2 and that such contract awards may follow a competitive process. The Provider of Services agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders such contracts, and to sub-license or otherwise authorize the use of that information by any Provider of Services engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- 1.5.5 Where the Intellectual Property Rights in any Background Information are owned by a sub-Provider of Services at any tier, the Provider of Services shall either obtain a license from that sub-Provider of Services that permits compliance with 1.5.1 and 1.5.2, or arrange for the sub-Provider of Services to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Provider of Services shall deliver that form to the Minister, duly completed and executed by the sub-Provider of Services, no later than the time of disclosure to Canada of that Background Information.
- 1.5.6 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Provider of Services hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. The Provider of Services agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 1.5.7 The Provider of Services acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1.5.6 and that such contract awards may follow a competitive process. The Provider of Services agrees that Canada's license in relation to the Intellectual Property Rights in the Background Information includes the right to disclose the Background Information to bidders on such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- 1.5.8 Where the Intellectual Property Rights in any Background Information are owned by a sub-Provider of Services at any tier, the Provider of Services shall either obtain a license from that sub-Provider of Services that permits compliance with subsections 1.5.6 and 1.5.7 or arrange for the sub-Provider of Services to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Provider of Services shall deliver that form to the Minister, duly completed and executed by the sub-Provider of Services, no later than the time of disclosure to Canada of that Background Information.
- 1.5.9 Notwithstanding subsection 1.5.6, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the MOA.
- 1.6. **Right to License**
- 1.6.1 The Provider of Services represents and warrants that the Provider of Services has, or the Provider of Services undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Foreground Information and Background Information as required by the MOA.
- 1.7. **Transfer of Intellectual Property Rights in Foreground Information**
- 1.7.1 Until the Provider of Services completes the Work and discloses all of the Foreground Information in accordance with section IP1.2 (Disclosure of Foreground Information), the Provider of Services shall not, without the prior written permission of the Minister, sell, assign or otherwise transfer title to the Intellectual Property Rights in any Foreground Information, or license or otherwise authorize the use of the Intellectual Property Rights in any of the Foreground Information by any person.
- 1.7.2 If Canada terminates the MOA in whole or in part for default, or if the Provider of Services fails to disclose any Foreground Information in accordance with section IP1.2, the Minister may, by notice given not later than 90 days from the date of termination or from the date Canada learns of the failure to disclose, as the case may be, require the Provider of Services to convey to Canada all of the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all

- of the Intellectual Property Rights in the Foreground Information not disclosed. In the case of either notice, the rights to be conveyed shall include the Intellectual Property Rights in any Foreground Information that have vested or are to vest in a sub-Provider of Services at any tier. In the case of Intellectual Property Rights in Foreground Information which have been sold or assigned to a party other than a sub-Provider of Services at any tier, the Provider of Services shall not be obligated to convey rights to Canada in accordance with this subsection, but shall pay to Canada on demand an amount equal to the consideration which the Provider of Services received from the sale or assignment of the Intellectual Property Rights in that Foreground Information or, in the case of a sale or assignment that was not at arm's length, the fair market value of the Intellectual Property Rights in that Foreground Information, in each case including the value of future royalties or license fees.
- 1.7.3 In the event of the issuance by the Minister of a notice under subsection 1.7.2, the Provider of Services shall, at its own expense and without delay, execute such conveyances or other documents relating to title to the Intellectual Property Rights as the Minister may require, and the Provider of Services shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- 1.8. ***Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information***
- 1.8.1 In any sale, assignment, transfer or license of Intellectual Property Rights in Foreground Information by the Provider of Services, except a sale or license for end use of a product based on Foreground Information, the Provider of Services shall impose on the other party all of its obligations to Canada in relation to the Intellectual Property Rights in the Foreground Information and any restrictions set out in the MOA on the use or disposition of the Intellectual Property Rights in the Foreground Information (and, if applicable, the Foreground Information), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee.
- 1.8.2 The Provider of Services shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee referred to in subsection 1.8.1, and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
- 1.8.3 The Provider of Services shall not charge or permit any person to charge a royalty or other fee to Canada in respect of the Intellectual Property Rights in any Foreground Information for purposes of a contract or other arrangement with Canada. Where the contract or other arrangement is for a product based on Foreground Information or on any modification or improvement thereof, the Provider of Services shall grant to Canada a reasonable credit against its commercial price for that product to take into account Canada's financial contribution toward the development of the product, and in the case of a product owned by a transferee, assignee or licensee of the Intellectual Property Rights in any Foreground Information, the Provider of Services shall ensure that such party is required to do the same.
- 1.9. ***Access to Information; Exception to Provider of Services Rights***
- 1.9.1 Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the MOA, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the MOA that is confidential information or a trade secret of the Provider of Services or a sub-Provider of Services.
- 1.9.2 Notwithstanding subsection 1.9.1 nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Foreground Information or any Background Information, or to disclose any Foreground Information or any Background Information, to the extent that such information:
- (a) is or becomes in the public domain, or to the extent that the Provider of Services does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the MOA), for any reason including as a result of Canada's use or disclosure of deliverables under the MOA for any purpose whatever that is not expressly excluded under the MOA;
- (b) is or becomes known to Canada from a source other than the Provider of Services, except from any source that is known to Canada to be under an obligation to the Provider of Services not to disclose the information;
- (c) is independently developed by or for Canada; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction
- (e) is independently developed by or for Canada; or
- (f) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.
- 1.10. ***Waiver of Moral Rights***
- 1.10.1 The Provider of Services shall obtain a written permanent waiver of Moral Rights in a form acceptable to the Minister, from every author that contributes to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the MOA. At the request of the Minister (be it at the completion of the Work or at any other time as the Minister may require), the Provider of Services shall provide the written waiver(s) of Moral Rights to the Minister.
- 1.10.2 If the Provider of Services is an author of the Foreground Information referred to in subsection 1.10.1, the Provider of Services hereby permanently waives the Provider of Services' moral rights in that Foreground Information.

Annex “A” – MOA STATEMENT OF WORK**S1. INTRODUCTION**

This Memorandum of Agreement (“Agreement”) covers the operation of the enhanced integrated surveillance system for foodborne and waterborne infectious gastroenteritis, including provincial microbiological expertise, according to the FoodNet Canada business plan. FoodNet Canada provides a unique and flexible surveillance platform for the collection of epidemiological and laboratory data on cases of enteric illness in sentinel communities. Active sampling of potential exposures (food animals, food and water) is then linked with the disease information, to determine the actual level of risk from pathogens to the human population. This approach highlights food or water safety issues when they emerge, and provides a mechanism to measure the effectiveness of interventions/programs aimed at reducing risk, as well as providing information to policy makers to support activities to reduce the burden of enteric disease in Canada through sentinel site surveillance. The program involves systematic and integrated data collection, analysis, interpretation and communication of results; standardized microbiological and epidemiological methods; and timely and effective reporting and communication.

S2. TITLE

Activities for the operation of FoodNet Canada’s Ontario Site - Middlesex-London Health Unit

S3. OBJECTIVES

This Memorandum of Agreement (“Agreement”) covers the operation of the enhanced integrated surveillance system for foodborne and waterborne infectious gastroenteritis in the FoodNet Canada Ontario Sentinel Site, located in Middlesex-London, Ontario.

The Agreement supports the three main objectives of FoodNet Canada:

1. To detect changes in trends in human enteric disease and in levels of pathogen exposure from food, animal and water sources in a defined population; and determine significant risk factors for enteric illness;
2. To conduct source attribution (determine the proportion of human cases due to exposure via food, animals and water); and
3. To provide practical preventive information to prioritize risks, compare interventions, measure effectiveness of food and water safety activities and inform policy.

S4. BACKGROUND

Whereas, as a result of recent events in Canada and world-wide, attitudes and approaches relating to the surveillance of infectious disease are under critical review;

Whereas, the Naylor Report in 2003, *Renewal of Public Health in Canada*, recommends that all levels of government strengthen infectious disease surveillance systems to be more efficient, timely, sensitive and integrated;

Whereas, for many years, Public Health Agency of Canada and Provincial and Territorial governments, local health units have shared the goal of enhancing infectious-disease surveillance at all levels, and have collaborated in various areas of surveillance activities to meet broad infectious-disease-surveillance goals;

Whereas, the Weatherall Report in 2009, *Report of the Independent Investigator into the 2008 Listeriosis Outbreak*, stated that although the Public Health Agency of Canada is making headway in epidemiological data collection and analysis in cases of human illness, improvements are still required in integrating the data collection and analysis;

Whereas, in consultation with local, provincial and territorial governments, the Public Health Agency of Canada designed a sentinel surveillance system for Foodborne and Waterborne diseases (FoodNet Canada) to provide accurate information on the occurrence of these acute infectious enteric diseases, as well as exposure levels, for the production of national epidemiological reports;

Whereas, Public Health Agency of Canada will provide this surveillance support in exchange for information shared by the Ontario sentinel public health site for use in developing national reports and a repository of information on foodborne and waterborne disease-related surveillance activity nation-wide;

Whereas, the responsibility for national infectious disease surveillance exists within the Public Health Agency of Canada;

Whereas, the Public Health Agency of Canada was created to deliver on the Government of Canada’s commitment to help protect the health and safety of all Canadians;

Whereas, the Ontario Ministry of Health and Long Term Care have endorsed the collaboration with the Public Health Agency of Canada in this innovative, integrated surveillance system;

Whereas, the Middlesex-London Health Unit, Ontario (according to sections 2 and 9 of the Health Protection and Promotion Act) has the authority to collect and share infectious disease information to meet their mandate;

Whereas, FoodNet Canada has successfully run the enhanced enteric disease surveillance in the first site, in Ontario in the Region of Waterloo Public Health from June 2005 to March 31, 2014; and in the second site, in BC in the Fraser Health Authority from April 2010 to present;

Whereas, the Middlesex-London Health Unit and PHAC assessed the feasibility of the FoodNet Canada’s plan for enhanced enteric disease sentinel site surveillance and both positively concluded about its feasibility and usefulness;

Whereas the parties now want to record in writing the terms of their agreement with respect to the enhanced surveillance activities for fiscal years 2014-2015, 2015-2016 and 2016-2017.

S5. SCOPE

RESPONSIBILITIES OF MIDDLESEX-LONDON HEALTH UNIT

1. Provide 1 (one) FTE employee with the following skill set to be the site coordinator and liaison between FoodNet Canada and Middlesex-London Health Unit during this agreement:

- knowledge of enteric diseases including current issues in foodborne and waterborne infectious diseases,
- experience with Infectious Diseases Program at the local and provincial level
- knowledge of planning and evaluation,
- experience with database management,
- experience managing people and/or projects,
- excellent communication and interpersonal skills,
- ability to work collaboratively and with flexibility in an innovative, complex environment.

The specific roles, responsibilities and tasks of the site coordinator include:

1.1 Communication

- With FoodNet Canada Public Health Lead on a regular (bi-weekly) basis
- With FoodNet Canada team quarterly through Steering Committee and as required
- Planning with and updating Middlesex-London Health Unit management and other public health staff as required
- With PHO Toronto Public Health Lab as required
- With other Public Health Agency of Canada initiatives in collaboration with FoodNet Canada

1.2 IT/Database Management

- Ensure data quality
- Ensure monthly transmission of data to PHAC

1.3 Relationship Building/Liaison

- Within Middlesex-London Public Health
- Within community (physicians, institutions, infection control, etc.)
- With provincial government ministry as required
- With PHAC & FoodNet Canada

1.4 Enhanced Investigations of Sporadic Cases

- Ensure completion of standardized questionnaire by local public health staff
- Ensure data quality
- Review protocols and processes quarterly

1.5 Enhancing Outbreak Investigations

- Ensure transfer of summary outbreak information to FoodNet Canada

1.6 Laboratory Coordination

- Work with Provincial Lab for coordination/communication with private and hospital laboratories
- Coordination with Provincial Lab to receive sub-typing information on a regular basis
- Track submission of stool specimens monthly

1.7 Training

- Work with FoodNet Canada on needs assessments and public health training as identified
- Personal development
- Support public health staff involved in FoodNet Canada activities

1.8 Administration

- Meetings
- Presentations
- Request for information
- Other FoodNet Canada tasks, as required

1.9 Communication Products

- Contribute to development of FoodNet Canada bulletins, annual report, email updates, feedback, information for website, etc.

1.10 Analysis

- Assist with writing of reports and interpretation of data
- Assist with journal articles

1.11 Targeted initiatives

- Work with FoodNet Canada to address specific issues related to FoodNet Canada objectives
- Liaise with students and others, as required.

1.12 Surge Capacity

- Work with Middlesex-London Health Unit management to provide assistance with regular duties at Health Unit as prioritized and appropriate; and in particular when surge capacity is required

The roles and responsibilities of the FoodNet Canada Site Coordinator, in each of the sentinel sites, will revolve around the continuous surveillance activities of the FoodNet Canada mandate. In particular, the responsibilities will focus on relationship building within the Health Unit and the sentinel community, coordination of the various pieces of the surveillance system at the health unit level, and follow-up on the

laboratory submission/tracking of information related to the submission of stool samples and analytical results. Data management, through the development of data sharing software, will be critical to the process.

The responsibilities of the site coordinator suggest an investment of salary and support for 1 FTE with extensive public health training and managerial (project/person) experience as appropriate. Any episodic surveillance activities, such as intervention, case-control studies or cohort follow-up studies will be additional to the roles described herein, and will be accompanied by extensive involvement by the FoodNet Canada Team.

2. Allow for the use and enhancement of the following tools and provision of training for Health Unit staff and managers:

- enhanced, standardized questionnaire for sporadic cases of infectious enteric disease,
- standardized operating procedures for the investigation of sporadic cases of infectious enteric disease,
- analytical methods and standardized operating procedures for the analysis of data from sporadic cases and other data from syndromic and alert surveillance systems to detect potential outbreaks,
- enhanced, standardized questionnaire for outbreak cases of infectious enteric disease,
- standardized operating procedures for the investigation of outbreak of infectious enteric disease,
- standardized operating procedures to follow up the information transfer related to the lab results coming back to the Health Unit
- procedures to extract the required depersonalized data and to securely transfer them to PHAC.

3. Provide depersonalized¹ data on every sporadic case of infectious enteric disease to PHAC on quarterly basis.

4. Provide depersonalized data on outbreak cases of infectious enteric disease to PHAC on an annual basis.

¹ Depersonalized data on cases of infectious disease are all lab results related to the case, age and sex of the patient, time of onset or related dates (e.g. of diagnostic), and other data related to risk factors for foodborne and waterborne diseases (broadly: sources of food, outside house eating, source of drinking water, contact with recreational water, contact with animal or animal product, and travelling over the seven to ten days prior to the disease). Depersonalized data excludes the patient’s name, home address, name and address of place of work or school, home and work phone numbers and fax, email address, personal health record beyond the current enteric illness.

5. RETAIL SAMPLING

- Provide PHAC with a census of the retail grocery stores in the sentinel site
- Provide staffing to perform retail sampling (1 day per week), throughout the year
- Site Coordinator to supervise activities of the retail sampler

Retail sampler activities:

- Perform weekly sampling at the retail level as per the FoodNet Canada retail sampling manual
 - Prepare and ship retail food samples and temperature data loggers to the FoodNet Canada lab as per FoodNet Canada sampling manual
 - Provide PHAC with the weekly sample information in the specified electronic format
 - Provide PHAC with a digital electronic photograph of the front and back of each package
6. Allow for the FoodNet Canada audit of procedures with regards to the agreed upon data collection and transfer.
 7. For the purposes of this Agreement, the retail sampling area will include the following area: the Middlesex-London Health Unit.
 8. The Middlesex-London Health Unit will ensure the provision of required office equipment (desk, chair, telephone) and computer equipment for the site coordinator and retail sampler.

MILESTONES

See Section S5 Scope – Responsibilities of Middlesex-London Health Unit (Site Coordinator) and Retail Sampling.

See also Appendix A.

INVOICES

Invoices will be submitted on a **quarterly basis** and payment will be made upon receipt of the deliverables noted in S5.Scope.

Two separate invoices shall be submitted:

1. Middlesex-London Health Unit shall submit an invoice for the salary of the site coordinator and related costs (Office, Training and Administration) as detailed in Appendix A.
2. Middlesex-London Health Unit Health Unit shall submit an invoice, with receipts, for the costs related to the retail sampling program as detailed in Appendix A.

Invoices should be sent to the attention of FoodNet Canada/Centre for Food-borne, Environmental and Zoonotic Infectious Diseases Canada quoting the MOA Number, the Financial Code and the Contractor's HST/GST Registration Number (if available).

If sending invoices by email send to: P2P.East.Invoices-Factures.est@hc-sc.gc.ca

If sending invoices by regular mail, send to:

Eastern Canada Hub
Public Health Agency of Canada
Accounting Operations East-P2P Invoices 2
932 Baseline Road, Tower C, Ottawa, Ontario, K1A0K9

S6. RESPONSIBILITIES OF PUBLIC HEALTH AGENCY OF CANADA

1. Assist the development of improved collection of laboratory data on sporadic cases of infectious enteric disease, helping co-ordinating the private, hospital and public health medical diagnostic laboratory network within Middlesex-London Health Unit, providing procedures for stools, isolates and information flows between patients, labs, and Middlesex-London Health Unit for efficient information transfer.
2. Assist the development of improved collection of epidemiological data on outbreak cases of infectious enteric disease through the provision of tools (enhanced, standardized questionnaire for outbreak, standardized operating procedures to investigate outbreaks) and training Middlesex-London Health Unit personnel about the use of such tools.
3. Provide efficient, science based procedures to analyse sporadic case data by providing the necessary tools (standardized operating procedures) and training to Middlesex-London Health Unit site coordinator and staff as required.

For greater clarity, PHAC will not be providing for use by the Middlesex-London Health Unit any computers or any proprietary computer software, documents, symbols, designs, and images that, if used, may infringe on third party Intellectual Property rights.

4. Provide assistance during outbreak investigation (at the request of the Middlesex-London Health Unit).
5. Provide orientation to Middlesex-London Health for the retail sampling program, as well as detailed training for the retail sampler.
6. Audit Middlesex-London Health Unit in relation to the way the procedures and tools provided by PHAC are being effectively used; and that the depersonalized data submitted from the Middlesex-London Health Unit to PHAC is of expected quality.
7. Annually assess training needs for Middlesex-London Health Unit personnel related to the functioning of the enhanced enteric disease surveillance system and help providing the adequate training accordingly.
8. Annually report to the Middlesex-London Health Unit the summary of the depersonalized data received, the summary of the other activities undertaken by PHAC in collaboration with the Health Unit, the results of the audit and recommendations for improving the running of this enhanced surveillance system.
9. Research plans and potential publications that include data from Middlesex-London Health Unit will be discussed as per the Terms of Reference of the FoodNet Canada – Ontario Site Steering Committee. The Public Health Agency of Canada will notify Middlesex-London Health Unit and Ontario Site Steering Committee at least one month in advance of publishing/presenting results (scientific journals, annual reports, conference or other external presentations) that include data from Middlesex-London Health Unit.
10. Facilitate the development of the isolate identification and traceability system between PHO Toronto PH Lab, Middlesex-London Health Unit, the private human microbiology laboratories and hospital laboratories serving Middlesex-London Health Unit.
11. Because of the extra work under this agreement, PHAC will pay for the PHO Toronto PH Lab staff time for the isolate handling and processing and the information recording and transfer, and for the extra laboratory analyses according to the number of analyses actually done, according to a separate Memorandum of Agreement with the PHO Toronto PH Lab.
12. PHAC will pay for the shipping of the isolates from the private and hospital laboratories to the PHO Toronto PH Lab, as required.

13. Working with the Middlesex-London Health Unit, PHAC will plan quarterly steering committee meetings according to the FoodNet Canada Ontario Site Steering Committee Terms of Reference.

14. PHAC (The Centre for Food-borne, Environmental and Zoonotic Infectious Diseases) will pay for the salary and benefits for the site coordinator, for start-up costs, and for the other expenses related to administration, office supplies and training for the site coordinator; salary for the retail sampler and costs associated with the retail sampling program as described in this MOA. See S6. MILESTONES and detailed budgets in Appendix “A”.

S7. PROVIDER OF SERVICES RESPONSIBILITY

In addition to the Scope outlined in Section S-5, Middlesex-London Health Unit shall:

- meet all tasks, deliverables and milestones as identified;
- keep all documents and proprietary information confidential;
- conduct and maintain all documentation in a secure area;
- provide to PHAC at any time during the course of the MOA Period a minimum three months’ notice of intent to terminate the Work outlined in this agreement. Middlesex-London Health Unit shall be reimbursed by PHAC for the work completed up to the termination date in accordance with Part GC5 of Section I “General Conditions”. Middlesex-London Health Unit shall not be liable for any costs incurred by PHAC to perform further Work by PHAC or an alternate Provider of Services after the termination date.

S8. WORK SITE / LOCATION OF WORK

Within Middlesex-London Health Unit

S9. LANGUAGE PROFICIENCY.

English

S11. MEMORANDUM OF AGREEMENT CONTACT

The Contracting Authority designated as primary contact for the Contracting Authority is:

Lisa Landry
Director,
Centre for Food-borne, Environmental and Zoonotic Infectious Diseases
IDPC, PHAC
120-255 Woodlawn Road, West
Guelph, ON N1H 8J1
Telephone: 519-826-2995
E-mail: Lisa.landry@phac-aspc.gc.ca

S12. MEMORANDUM OF AGREEMENT CONTACT FOR THE PROVIDER OF SERVICES

The representative designated as primary contact for the Provider of Services:

Christopher Mackie, Medical Officer of Health
Middlesex-London Health Unit
50 King Street
London, ON N6A 5L7

SECURITY REQUIREMENTS

The Provider of Services, the Middlesex-London Health Unit, shall keep all documents and proprietary information confidential; and conduct and maintain all documentation in a secure area.

Budget

1. FoodNet Canada Site Coordinator: Middlesex-London Health Unit , Ontario

PHAC will pay for the salary and benefits for the FoodNet Canada site coordinator in Middlesex-London Health Unit, and expenses related to office, administration, and training. Training may include travel e.g. air fare and accommodation costs to attend FoodNet Canada meetings as required, for example, annual strategic planning meeting, professional development, and/or an annual conference. All travel will be reimbursed according to the Treasury Board guidelines. Training may include an annual orientation and upgrade related to the retail sampling program; enhanced epidemiological and laboratory capacity at Public Health Agency of Canada; other specified training according to MOA Statement of Work. PHAC will also pay for administration to cover the costs of management time and resources associated with supervising the site coordinator, data management and information recording and review.

Fiscal Year April 1, 2014 to March 31, 2015

Salary and Benefits: **\$ 110,000.00**

Start Up Costs*: **\$5,000.00**

*One time 2014 only

Miscellaneous Costs:

Office: **\$4,000.00**

Administration: **\$3,000.00**

Training: **\$2,500.00**

Total cost Site Coordinator per fiscal year: **\$ 124,500.00**

Fiscal Year April 1, 2015 to March 31, 2016

Salary and Benefits* **\$113,300.00**

*includes 3% compensation adjustment

Miscellaneous Costs:

Office: **4,000.00**

Administration: **3,000.00**

Training: **2,500.00**

Total cost Site Coordinator per fiscal year: **\$122,800.00**

Fiscal Year April 1, 2016 to March 31, 2017

Salary and Benefits*	\$116,699.00
*includes 3% compensation adjustment	
Miscellaneous Costs:	
Office:	4,000.00
Administration:	3,000.00
Training:	2,500.00
Total cost Site Coordinator per fiscal year:	\$126,199.00

2. Retail Sampling

PHAC will pay for the wages and benefits for the retail sampler in Middlesex-London Health Unit, and weekly reimbursable costs related to retail food sample purchase and travel.

2.1 Retail sampler

2.1.1 Wages and Benefits

Fiscal Year April 1, 2014 to March 31, 2015

\$45.40* per hour at 7.2 hours per day per week for 44 weeks: **\$14,382.72** per fiscal year

Fiscal Year April 1, 2015 to March 31, 2016

\$46.73* per hour at 7.2 hours per day per week for 44 weeks: **\$14,804.06** per fiscal year
*includes 3% compensation adjustment

Fiscal Year April 1, 2016 to March 31, 2017

\$48.13 *per hour at 7.2 hours per day per week for 44 weeks: **\$15, 247.60** per fiscal year
*includes 3% compensation adjustment

2.2 Weekly recurring costs

Weekly recurring costs may vary from week to week and **shall not exceed** the following amounts:

Retail sample purchase	\$ 10,000.00 per fiscal year
Travel (Mileage)	\$ 7,500.00 per fiscal year

2.3 Initial one time start-up costs: (2014 only)

(Coolers, packing tape, bubble wrap, ice packs, digital camera, disinfectant, hand sanitizer, writing supplies (pens/sharpie/clipboard/binder etc.), GPS, Ziplock bags) **\$3,000.00**

PHAC will be invoiced for the actual amount of retail food purchased and the actual travel costs** incurred.

Courier costs to be paid directly by PHAC

**Travel costs are determined by Middlesex-London Health Unit but not to exceed Treasury Board rates <http://www.njc-cnm.gc.ca/directive/index.php?sid=97&lang=eng>

3. Total MOA Cost (Site Coordinator plus Retail Food Sampling) per fiscal year:

Fiscal Year April 1, 2014 to March 31, 2015

Not to exceed: \$ **159,382.72**

Fiscal Year April 1, 2015 to March 31, 2016

Not to exceed: \$**155,104.06**

Fiscal Year April 1, 2016 to March 31, 2017

Not to exceed: \$**158,946.50**

4. Total MOA Cost for Site Coordinator and Retail Sampling April 1, 2014 - March 31, 2017:

Not to exceed: \$**473,433.28**

The amount will be invoiced quarterly at the end of each quarter of the fiscal year (four invoices) for the duration of this agreement.

Invoices will be submitted on a quarterly basis and payment will be made upon receipt of the deliverables as outlined in the MOA.

Middlesex-London Health Unit provides an original and one (1) copy of the invoices as follows: (Note: two separate invoices shall be submitted)

1. Middlesex-London Health Unit shall submit an invoice for the salary of the site coordinator and related costs (Office, Training and Administration) as detailed in Appendix A.

2. Middlesex-London Health Unit Health Unit shall submit an invoice, with receipts, for the costs related to the retail sampling program as detailed in Appendix A.

Invoices should be sent to the attention of FoodNet Canada/Centre for Food-borne, Environmental and Zoonotic Infectious Diseases Canada quoting the MOA Number, the Financial Code and the Contractor's HST/GST Registration Number (if available).

If sending invoices by email, send to: P2P.East.Invoices-Factures.est@hc-sc.gc.ca

If sending invoices by regular mail, send to:

Eastern Canada Hub

Public Health Agency of Canada

Accounting Operations East-P2P Invoices 2

932 Baseline Road, Tower C, Ottawa, Ontario, K1A0K9



TO: Chair and Members of the Finance and Facilities Committee

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2014 March 26

FINANCE POLICIES INTERNAL REVIEW PROCESS

Recommendation

It is recommended that the Finance and Facilities Committee receive Report No. 017-14FFC re “Finance Policies Internal Review Process” for information.

Key Points

- The 2013 PwC review recommended MLHU update its finance policies.
- PricewaterhouseCoopers was engaged to review the Health Unit’s financial policies to support the current staff review and to compare and contrast the policies with the Broader Public Sector Directives.
- The policies now need to be reviewed and validated by MLHU managers to ensure they support effective and efficient public health service delivery.

Background

The 2013 review conducted by PricewaterhouseCoopers (PwC) identified the need to update MLHU’s finance policies (see [Report 063-13](#)). Specifically, the review recommended that “Finance should update expense, travel, mileage, catering, and procurement policies to ensure they are in accordance with best practices and support effective control and monitoring of costs.”

Further to the Review, PwC was engaged to review the Health Unit’s financial policies to support the current staff review and to compare and contrast the policies with the Broader Public Sector Directives (see [Report No. 010-13C](#)).

Many of the financial policies were revisited and revised over the past few months to reflect best practices. The policies now need to be reviewed and validated internally to ensure they support effective and efficient public health service delivery.

Internal Review Process

As with the Planning and Budgeting Templates for the 2014 budget process, the financial policies will be reviewed over three Finance and Facilities Committee meetings.

May meeting	June meeting	July Meeting
<ul style="list-style-type: none"> • Enterprise Risk Management • Signing Authority • Corporate Purchase Cards • Moving Expenses • Petty Cash 	<ul style="list-style-type: none"> • Use of Personal Vehicle • Budget Preparation & Approval • Budget Reports • Out of Town Travel/Accommodations • Procurement 	<ul style="list-style-type: none"> • Donation Acceptance • Grant Applications • Corporate Sponsorship • Gifts and Honorariums • Program Expenses

The review process will take approximately four months. First, each group of policies will be reviewed by a small group of managers. Managers will be included in the review based on their availability and interest. Second, manager feedback will be summarized for the Senior Leadership Team (SLT), who will review and endorse each bundle of policies (at three separate meetings). Lastly, the endorsed bundles will be brought to the Finance and Facilities Committee (FFC) and through to the Board of Health for final review.

	April '14	May '14	June '14	July '14
Managers	<ul style="list-style-type: none"> Review bundles 			
SLT	<ul style="list-style-type: none"> Review manager feedback on first bundle 	<ul style="list-style-type: none"> Review manager feedback on second, third bundles 		
FFC		<ul style="list-style-type: none"> Review first bundle 	<ul style="list-style-type: none"> Review second bundle 	<ul style="list-style-type: none"> Review third bundle

Managers will be asked to comment on the effect and implications of the policies at the program/service delivery level. SLT will (a) review managers' comments, (b) consider broader implications of the policies on MLHU, and (c) confirm the wording of each policy. FFC will then consider the policies from a governance and resource stewardship perspective.

This report was prepared by Mr. Ross Graham, Manager of Strategic Projects and Mr. John Millson, Director of Finance and Operations.



Christopher Mackie, MD, MHSc, CCFP, FRCPC
 Medical Officer of Health



TO: Chair and Members of the Finance & Facilities Committee

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2014 March 26

PROPOSAL FOR THE COMPLETION OF A WORKPLACE VIOLENCE RISK ASSESSMENT

Recommendation

It is recommended that the Finance and Facilities Committee (FFC) recommend that the Board of Health receive Report No. 018-14FFC re “Proposal for the Completion of a Workplace Violence Risk Assessment” for information.

Key Points

- The Board of Health is accountable for ensuring that requirements with respect to workplace violence and domestic violence in the workplace under the [Occupational Health and Safety Act \(OHSA\)](#) are met.
- This report outlines an approach to addressing two outstanding requirements: the completion of a workplace violence risk assessment and the design and delivery of the associated staff training.
- The risk assessment work will be procured through direct negotiation with a single vendor having specialized expertise, per the Health Unit’s procurement policy.

Background

The completion of a workplace violence risk assessment is a mandatory requirement under the *Occupational Health and Safety Act*. Specifically, employers must assess any risk of workplace violence that may arise from the nature of the workplace, the type of work, or the conditions of the work. Assessment must address both circumstances that would be common to similar workplaces, and those specific to the workplace.

In October 2013, *Report No. 111-13 re The MLHU Workplace Violence Initiative* was presented to the Board of Health. As part of that report, staff informed the Board that analysis was underway to determine the required resources and associated costs to bring the Health Unit into full compliance with the workplace/ domestic violence requirements of the OHSA, including:

1. Identifying, assessing and controlling for all workplace violence risks; and
2. Providing the various levels of training and skills development necessary to facilitate an appropriate organizational response to reports of workplace or domestic violence.

In addition, the Health Unit’s Joint Occupational Health and Safety Committee has tabled a recommendation (Appendix A) to the MOH for the Health Unit to conduct a formal workplace violence risk assessment.

Risk Assessment Implementation Plan

The preferred approach for completing the risk assessment is to engage the services of an external consultant. In particular, Policing and Security Management Services (PSMS) completed part of this work for the Health Unit in 2007 by writing a report with respect to the physical security of the three Health Unit office locations. It is recommended that PSMS be engaged to complete the risk assessment, which would involve:

- 1) Management confirmation of critical issues;

- 2) Document review: incident reports, policies, procedures, guidelines, etc.;
- 3) Employee interviews;
- 4) Information analysis; and
- 5) Drafting and delivery of a final report.

Rationale for the Use of a Non-Competitive Process

While there are other approaches that could and have been considered toward the completion of this work, these options would increase the time and costs required to produce the final deliverable. However, PSMS:

- Has significant experience conducting organizational threat-risk assessments in public health units;
- Is knowledgeable about the OHSA workplace/domestic violence requirements;
- Has the expertise to apply a systems approach to the evaluation of the identified risks; and
- Has successfully worked with MLHU in the past and understands how the Health Unit is structured and the way that the Health Unit works.

Under the Procurement Policy, the requirement for competitive bid solicitation may be waived in such circumstances under joint authority of the relevant Director and the Medical Officer of Health. For contracts under \$50,000, an information report must be submitted to the Board of Health.

Links to Other Projects and Mandates

Education and training in the area of workplace violence is also a requirement of the OHSA. Staff are also in the process of researching and identifying the appropriate training for staff. The level, type and cost of the workplace violence training required by each employee will be identified in the risk assessment.

Anticipated Costs

Preliminary cost estimates for the completion of the risk assessment start at \$12,000.00. A more formal cost estimate will be obtained the Health Unit confirms the scope of work to be completed. This will include a written report that:

1. Identifies role-specific (e.g. PHIs, PAs, PHNs) threats to safety with respect to workplace violence and domestic violence that are associated with the work of MLHU employees;
2. Ascribes a risk rating to the identified risks (based on probability, impact and control measure vulnerability); and
3. Proposes recommendations toward mitigating the identified risks.

In addition, training is anticipated to cost in the range of \$10,000-15,000. Funding for the assessment and training will be accommodated in the professional services category of the General Expenses and Revenue budget.

Conclusion/Next Steps

The Health Unit is required to complete a workplace violence risk assessment under the OHSA. This will be procured through direct negotiation with PSMS and funded through existing funds for professional services. Based on this risk assessment, staff will be provided with training relevant to their roles.

This report was prepared by Ms. Vanessa Bell, Manager, Privacy and Occupational Health and Safety.



Christopher Mackie, MD, MHSc, CCFP, FRCPC
Medical Officer of Health

FORMAL RECOMMENDATION | JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

To:	Dr. Chris Mackie, Medical Officer of Health (MOH)	
From:	Joint Occupational Health and Safety Committee (JOHSC)	
Subject:	Workplace Violence Risk Assessment	File No.: 002
Date:	March 06, 2014	

Summary of the Issue

At its September 05, 2013 meeting, the JOHSC received a presentation on the status of the Health Unit's progress toward full compliance with Part III.0.1 (Violence and Harassment) of the *Occupational Health and Safety Act (OHSA)*. The JOHSC acknowledges that considerable resources and activities have been invested towards some of the requirements of the violence and harassment requirements of the OHSA.

JOHSC Comments:

In receiving the presentation, the JOHSC has identified that a formalized assessment of risk has not yet been completed. OHSA Item 32.0.3 states:

An employer shall assess the risks of workplace violence that may arise from the nature of the workplace, the type of work or the conditions of work.

The assessment shall take into account,

- (a) Circumstances that would be common to similar workplaces;*
- (b) Circumstances specific to the workplace; and*
- (c) Any other prescribed elements.*

The employer shall,

- (a) advise the committee or a health and safety representative, if any, of the results of the assessment, and provide a copy if the assessment is in writing; and*
- (b) If there is no committee or health and safety representative, advise the workers of the results of the assessment and, if the assessment is in writing, provide copies on request or advise the workers how to obtain copies.*

JOHSC Recommendation:

Pursuant to Section 8 (18) of the Occupational Health and Safety Act, the JOHSC is responsible to " identify situations that may be a source of danger or hazard to workers and to make recommendations to the employer and the workers for the improvement of their health and safety and recommend to the employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of workers, and the trade union representing the workers."

As such, we have identified the following source(s) of danger and/or hazard and provide the following recommendation:

Source(s) of Danger/Hazard

The risk that employees are exposed to workplace violence that has not been formally identified or controlled by the employer (i.e. providing the requisite training and implementing the appropriate control measures).

Recommendation

That the Health Unit:

- 1. Conduct a formal risk assessment of the entire workplace beginning with the highest known risk areas;*

FORMAL RECOMMENDATION | JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

2. *Document the process and outcomes of the risk assessment; and*
3. *Provide the JOHSC and all staff, as appropriate, with a copy of the written risk assessment in accordance with the requirements of the OHSA.*

Management Co-chair: _____ Employee Co-Chair: _____

MLHU/SLT Response:

Signature: _____ Date: _____
CEO/Medical Officer of Health DD/ MM/ YYYY

One of the mandates of the JOHSC is to evaluate OH&S concerns and make recommendations to minimize the risk of injury or occupational exposure (S. 9(18), OHSA). Committee members will make recommendations to address safety concerns that have come to their attention.

The Medical Officer of Health will have 21 days to respond in writing to the JOHSC (Section 9(20), *Occupational Health and Safety Act*, R.S.O. 1990 and as amended). The response will outline the action taken or to be taken (if any) and where appropriate, the time frame for the action to be completed or outline the reasons for which the employer disagrees with the recommendations (Section 9(20) and (21) of the Act).

The response to the recommendation will be discussed at the next scheduled JOHSC meeting (Scheduled for: May 13, 2014).

The committee member will, if applicable, advise the staff member or party from which the concern arose.