

**AGENDA**  
**MIDDLESEX-LONDON BOARD OF HEALTH**  
**Finance and Facilities Committee**

50 King Street, London  
Middlesex-London Health Unit – Room 3A  
Thursday, December 1, 2016 9:00 a.m.

**1. DISCLOSURE OF CONFLICTS OF INTEREST**

**2. APPROVAL OF AGENDA**

**3. APPROVAL OF MINUTES – November 3, 2016**

**4. NEW BUSINESS**

4.1 By-law and Policy Review (Report No. 045-16FFC)

4.2 2017 Budget – PBMA Proposals (Report No. 046-16FFC)

4.3 Renewal of FoodNet Canada Memorandum of Agreement (Report No. 047-16FFC)

**5. CONFIDENTIAL**

The Finance and Facilities Committee will move in camera to discuss items regarding a proposed or pending acquisition of land and the security of the property held by the Middlesex-London Board of Health.

**6. OTHER BUSINESS**

Next meeting Thursday, January 12, 2017 at 9:00 a.m. in Room 3A

**7. ADJOURNMENT**



**PUBLIC MINUTES  
FINANCE & FACILITIES COMMITTEE  
399 Ridout Street North  
MIDDLESEX-LONDON BOARD OF HEALTH  
2016 November 3, 9:00 a.m.**

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**COMMITTEE**

**MEMBERS PRESENT:** Ms. Trish Fulton (Committee Chair)  
Mr. Marcel Meyer  
Mr. Ian Peer  
Mr. Jesse Helmer  
Ms. Joanne Vanderheyden

**OTHERS PRESENT:** Dr. Christopher Mackie, Medical Officer of Health & CEO  
Ms. Elizabeth Milne, Executive Assistant to the Board of Health & Communications (Recorder)  
Ms. Laura Di Cesare, Director, Corporate Services  
Mr. John Millson, Associate Director, Finance  
Mr. Jordan Banninga, Manager, Strategic Projects

At 9:05 a.m., Chair Fulton called the meeting to order.

**DISCLOSURES OF CONFLICTS OF INTEREST**

Chair Fulton inquired if there were any disclosures of conflicts of interest.

Ms. Vanderheyden declared that she sits on the Board of Governors for the Western Fair District, regarding Report No. 042-16FFC, Appendix B, item 10.

**APPROVAL OF AGENDA**

It was moved by Mr. Meyer, seconded by Ms. Vanderheyden *that the [AGENDA](#) for the November 3, 2016 Finance and Facilities Committee meeting be approved.*

Carried

**APPROVAL OF MINUTES**

It was moved by Ms. Vanderheyden, seconded by Mr. Peer *that the [MINUTES](#) from the October 6, 2016 Finance and Facilities Committee meeting be approved.*

Carried

**NEW BUSINESS**

**4.1 Proposed Resource Reallocation for the 2017 Budget ([Report No. 041-16FFC](#))**

Mr. Millson introduced this report and provided a summary of the investments and disinvestments included in the appendices of this report. These items will be incorporated into the 2017 budget process.

A fulsome discussion ensued about many of the investment and disinvestment items, which included:

- What could change between now and the end of the year, unapproved proposals that will be brought forward by staff as an added layer of transparency and the incorporation of resource allocations into the Program Budget Templates for 2017.

- Further details were provided regarding the disinvestment of the Vector-Borne Disease Lab Technician and it was noted that this was a service identified as being provided by the province and service providers and therefore an in-house lab was no longer a requirement.
- Clarification of the student Public Health Inspector position, Public Health Dietician roles and the Drug Strategy Health Promoter role. Further details were also provided by staff on the cooling tower project, vulnerable occupancy inspection work, the Community Drug and Alcohol Strategy.

Mr. Helmer noted that staff could work with the city to receive support for vulnerable occupancy work going forward.

The Committee also had significant discussion around the HIV Prevention and Control Investment Proposal, which included:

- Timelines and next steps, how the outreach team will work within the current Health Unit structure and maintaining the safety of staff on this new team. It was noted that staff will add a sentence to this investment description to note that the outreach team will include a current full time staff member in its complement.
- The possibility of requesting 100% funding for this project from the Province or Local Health Integration Network and advocating for additional resources for HIV Prevention.
- The changes around anonymous HIV testing provided to clients and if these changes might drive deter clients from being tested. Staff will provide an update on this and bring it back to the Committee at a later date.
- Safe injection sites, the associated costs and the pending results from the feasibility study.

It was moved by Mr. Meyer, seconded by Mr. Peer, *that the Finance & Facilities Committee receive Report No. 041-16FFC re: Proposed Resource Reallocation for the 2017 Budget for information.*

Carried

It was moved by Mr. Meyer, seconded by Ms. Vanderheyden *that the Finance and Facilities recommend that the Board of Health request funding from the Province and the Local Health Integration Network to support additional resources and funding for HIV Prevention, Outreach and Control.*

Carried

#### **4.2 Third Quarter Variance Report ([Report No. 042-16FFC](#))**

Mr. Millson provided context to this report and summarized some items for discussion which included: applications for additional funding, additional resources which will be put into training and two additional rent invoices received from the second quarter, noting that utilities and maintenance costs have increased significantly.

Discussion ensued about the anticipated gapping budget and projections that indicate that the Health Unit will meet its full year gapping target.

Ms. Vanderheyden noted her abstention from this motion related to her possible conflict of interest.

It was moved by Mr. Helmer, seconded by Ms. Peer, *that the Finance & Facilities Committee review and recommend to the Board of Health to receive Report No. 042-16FFC re: "Q3 Financial Update & Factual Certificate" and appendices for information.*

Carried

### **CONFIDENTIAL**

At 10:12 a.m. Chair Fulton invited a motion to move in camera to discuss items regarding a proposed or pending acquisition of land by the Middlesex-London Board of Health.

It was moved by Mr. Meyer, seconded by Mr. Helmer *that the Finance and Facilities Committee move in camera to discuss items* regarding a proposed or pending acquisition of land by the Middlesex-London Board of Health.

Carried

It was moved by Mr. Meyer, seconded by Ms. Vanderheyden that the Finance and Facilities Committee return to return to public session.

At 11:24 a.m. the Finance and Facilities Committee returned to public session.

#### **OTHER BUSINESS**

Next meeting: Thursday December 1, 2016 at 9:00 a.m.

Ms. Fulton noted that she will not be able to attend the next meeting on December 1. Board of Health Chair, Mr. Helmer will take Ms. Fulton's place as Chair at this meeting.

#### **ADJOURNMENT**

It was moved by Ms. Vanderheyden, seconded by Mr. Meyer, that the Finance and Facilities Committee adjourn the meeting.

Carried

At 11:27 a.m. Chair Fulton *adjourned the meeting.*

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TRISH FULTON  
Committee Chair

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DR. CHRISTOPHER MACKIE  
Secretary-Treasurer



TO: Chair and Members of the Finance & Facilities Committee

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2016 December 01

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## BY-LAW AND POLICY REVIEW

### **Recommendation**

*It is recommended that the Finance and Facilities Committee:*

- 1) *Receive Report No. 045-16FFC for information; and*
- 2) *Review and provide the Governance Committee with any amendments to the proposed by-laws and policies that fall within the FFC mandate ([Appendix C](#)).*

### **Key Points**

- The Finance and Facilities Committee, at the direction of the Governance Committee, is responsible for reviewing all applicable finance policies as outlined in the By-law and Policy Model.
- The updated policy model is based on Mr. Graham Scott's session on Critical Elements of Board Governance.
- A comprehensive review, revision and development process will be taking place from now until the end of 2017 which will be followed by regular by-law and policy reviews.

### **Background**

An updated by-law and policy model for the Board of Health was recommended at the April 2016 Governance Committee meeting. This policy model incorporates governance best practices from the Ontario Public Health Organizational Standards and Mr. Graham Scott's session on Critical Elements of Board Governance.

At the November 2016 Governance Committee meeting, members received a comprehensive listing of the by-laws and policies related to the new policy model ([Appendix A](#)), a schedule for by-law and policy updating ([Appendix B](#)) and the first policy package for review.

The transition from the contemporary policy model to the proposed policy model, which is being considered By-law and Policy Model 2.0 required extensive review of relevant legislation to ensure that no gaps were created in moving from the old model to the new. Key modifications to model 2.0 include the segmentation of the Board of Health by-laws, the addition of new policies and the consolidation of some of the existing policies.

### **Finance and Facilities Committee Review**

At the November Governance Committee meeting a motion was received to forward the applicable by-laws and policies to the Finance and Facilities Committee (FFC) for review. The by-laws and policies for FFC review can be found attached as [Appendix C](#). It is incumbent upon the committee to review the attached by-laws and policies to ensure that they align with the mandate and purpose of the FFC and operationalize best practices for the management of the Board of Health.

### **Next Steps**

The Finance and Facility Committee now has the opportunity to review the applicable by-laws and policies forwarded by the Governance Committee and provide any suggested amendments. Once FFC is completed their review they will be forwarded by the Governance Committee to the Board of Health for approval.

This report was prepared by Mr. Jordan Banninga, Manager, Strategic Projects.

A handwritten signature in black ink, appearing to read 'C. Mackie', is positioned above the printed name.

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

<b>Policy #</b>	<b>Section</b>	<b>Policy &amp; Appendices</b>	<b>Expected Date of Completion</b>	<b>Summary of Changes / Next Steps</b>
<u>G-000</u>	<b>Board of Health</b>	By-law, Policy and Procedures <ul style="list-style-type: none"> <li>➤ Appendix A - Development and Review Process</li> <li>➤ Appendix B - Development and Review Checklist</li> <li>➤ Appendix C - Development and Review Form</li> <li>➤ Appendix D - Development and Review Change Table</li> <li>➤ Appendix E - Archiving Process</li> </ul>	November 2016	<ul style="list-style-type: none"> <li>• Moved from Administrative Manual to Governance Manual</li> <li>• Amended to include Governance by-laws</li> <li>• Additional language included for guidelines, protocols and medical directives.</li> </ul>
<u>G-B10</u>	<b>By-Laws</b>	By-law #1 - Management of Property	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-010</li> <li>• Separated into an individual by-law</li> <li>• Minor revisions for clarity</li> <li>• <b>Forward to FFC for review and approval</b></li> </ul>
<u>G-B20</u>	<b>By-Laws</b>	By-law #2 - Banking & Finance	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-010</li> <li>• Separated into an individual by-law</li> <li>• Minor revisions for clarity</li> <li>• <b>Forward to FFC for review and approval</b></li> </ul>
<u>G-B30</u>	<b>By-Laws</b>	By-law #3 - Proceedings of the Board of Health	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-010</li> <li>• Separated into an individual by-law</li> <li>• Minor revisions for clarity</li> </ul>
<u>G-B40</u>	<b>By-Laws</b>	By-law #4 - Duties of the Auditor	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-010</li> <li>• Separated into an individual by-law</li> <li>• Minor revisions for clarity</li> <li>• <b>Forward to FFC for review and approval</b></li> </ul>
<u>G-010</u>	<b>Strategic Direction</b>	Strategic Planning	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-030</li> <li>• Policy number changed</li> <li>• Revised – see blackline in Appendix A</li> </ul>
<u>G-020</u>	<b>Leadership and Board Management</b>	MOH/CEO Direction	November 2016	<ul style="list-style-type: none"> <li>• Newly developed policy</li> </ul>

<u>G-030</u>	<b>Leadership and Board Management</b>	MOH/CEO Position Description ➤ Appendix A – MOH / CEO Position Description	November 2016	<ul style="list-style-type: none"> <li>• Newly developed policy</li> <li>• Based on previous Board of Health reports</li> </ul>
<u>G-040</u>	<b>Leadership and Board Management</b>	MOH/CEO Selection and Succession Planning	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-050</u>	<b>Leadership and Board Management</b>	MOH/CEO Performance Appraisal <ul style="list-style-type: none"> <li>➤ Appendix A - Performance Appraisal Process</li> <li>➤ Appendix B - Performance appraisal check-list</li> <li>➤ Appendix C - Main performance appraisal form to be completed by the appraisers and the MOH/CEO</li> <li>➤ Appendix D - Stakeholder performance appraisal tools process outline</li> <li>➤ Appendix E - Sample email and performance appraisal questions for Board of Health members</li> <li>➤ Appendix F - Sample email and performance appraisal questions for Direct Reports</li> <li>➤ Appendix G - Sample email and performance appraisal questions for Community Partners</li> </ul>	November 2016	<ul style="list-style-type: none"> <li>• Newly developed policy</li> <li>• Based on previous Board of Health reports</li> </ul>
<u>G-060</u>	<b>Leadership and Board Management</b>	MOH/CEO Compensation	Q4 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-070</u>	<b>Leadership and Board Management</b>	MOH/CEO Reimbursement and Travel	Q4 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-080</u>	<b>Program Quality and Effectiveness</b>	Occupational Health and Safety - Framework	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-090</u>	<b>Program Quality and Effectiveness</b>	Quality Improvement - Framework	Q4 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-100</u>	<b>Program Quality and Effectiveness</b>	Privacy & Security of Information <ul style="list-style-type: none"> <li>➤ Appendix A - Municipal Freedom of Information and Protection of Privacy Act Declaration</li> </ul>	Q1 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-110</u>	<b>Program Quality and Effectiveness</b>	Performance Monitoring	Q3 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-120</u>	<b>Program Quality and Effectiveness</b>	Risk Management	Q1 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>



<u>G-130</u>	<b>Program Quality and Effectiveness</b>	Ethics	Q3 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-140</u>	<b>Program Quality and Effectiveness</b>	Respect for Diversity	Q3 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-150</u>	<b>Program Quality and Effectiveness</b>	Complaints	Q3 - 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-160</u>	<b>Program Quality and Effectiveness</b>	Jordan’s Principle	Q4 – 2016	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-170</u>	<b>Financial and Organizational Accountability</b>	Financial Objectives	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> <li>• <b>Forward to FFC for review and approval</b></li> </ul>
<u>G-180</u>	<b>Financial and Organizational Accountability</b>	Financial Planning and Performance	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> <li>• <b>Forward to FFC for review and approval</b></li> </ul>
<u>G-190</u>	<b>Financial and Organizational Accountability</b>	Asset Protection	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> <li>• <b>Forward to FFC for review and approval</b></li> </ul>
<u>G-200</u>	<b>Financial and Organizational Accountability</b>	Approval and Signing Authority	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-060</li> <li>• Policy number changed</li> <li>• Reviewed – no content changes</li> <li>• <b>Forward to FFC for review and approval</b></li> </ul>
<u>G-210</u>	<b>Financial and Organizational Accountability</b>	Borrowing	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> <li>• <b>Forward to FFC for review and approval</b></li> </ul>
<u>G-220</u>	<b>Financial and Organizational Accountability</b>	Contractual Services ➤ Appendix A – Approval Directory	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-080</li> <li>• Policy number changed</li> <li>• Reviewed – no content changes</li> <li>• <b>Forward to FFC for review and approval</b></li> </ul>
<u>G-230</u>	<b>Financial and Organizational Accountability</b>	Procurement ➤ Procurement Guidelines	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-070</li> <li>• Policy number changed</li> <li>• Reviewed – updated for new organizational structure</li> <li>• <b>Forward to FFC for review and approval</b></li> </ul>

<u>G-240</u>	<b>Financial and Organizational Accountability</b>	Tangible Capital Assets	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> <li>• <i>Forward to FFC for review and approval</i></li> </ul>
<u>G-250</u>	<b>Financial and Organizational Accountability</b>	Reserve and Reserve Funds	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> <li>• <i>Forward to FFC for review and approval</i></li> </ul>
<u>G-260</u>	<b>Board Effectiveness</b>	Governance Principles and Board Accountability	Q1 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-270</u>	<b>Board Effectiveness</b>	Roles and Responsibilities of the Board of Health <ul style="list-style-type: none"> <li>➤ Appendix - Board of Health Members</li> <li>➤ Appendix - Board of Health Chair &amp; Vice Chair</li> <li>➤ Appendix - Board of Health Secretary-Treasurer</li> </ul>	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-010</li> <li>• Newly developed policy</li> <li>• Based on previous Board of Health reports</li> <li>• Additional content integrated from other policy examples</li> </ul>
<u>G-280</u>	<b>Board Effectiveness</b>	Board Size and Composition	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-010</li> <li>• Newly developed policy</li> <li>• Based on previous Board of Health reports</li> </ul>
<u>G-290</u>	<b>Board Effectiveness</b>	Standing and Ad Hoc Committees <ul style="list-style-type: none"> <li>➤ Appendix A - Governance Committee Terms of Reference</li> <li>➤ Appendix B - Governance Committee Reporting Calendar</li> <li>➤ Appendix C – Finance and Facilities Committee Terms of Reference</li> <li>➤ Appendix D – Finance and Facilities Committee Reporting Calendar</li> </ul>	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-010</li> <li>• Newly developed policy</li> <li>• Based on previous Board of Health reports</li> </ul>
<u>G-300</u>	<b>Board Effectiveness</b>	Board of Health Self- Assessment <ul style="list-style-type: none"> <li>➤ Appendix A – Board of Health Self-Assessment Tool</li> </ul>	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-010</li> <li>• Newly developed policy</li> <li>• Based on previous Board of Health reports</li> </ul>
<u>G-310</u>	<b>Board Effectiveness</b>	Board of Health Corporate Sponsorship	Q1 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-320</u>	<b>Board Effectiveness</b>	Board of Health Donations	Q1 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>

<u>G-330</u>	<b>Board Effectiveness</b>	Board of Health Gifts and Honorariums	Q1 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-350</u>	<b>Board Effectiveness</b>	Nominations and Appointments to the Board of Health	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-010</li> <li>• Newly developed policy</li> <li>• Based on previous Board of Health reports</li> </ul>
<u>G-360</u>	<b>Board Effectiveness</b>	Resignation and Removal of Board Members	Q3 - 2016	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-370</u>	<b>Board Effectiveness</b>	Board of Health Orientation and Development	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-020</li> <li>• Newly developed policy</li> <li>• Based on previous Board of Health reports</li> </ul>
<u>G-380</u>	<b>Board Effectiveness</b>	Conflicts of Interest & Declaration ➤ Declaration Form	November 2016	<ul style="list-style-type: none"> <li>• Newly developed policy</li> </ul>
<u>G-390</u>	<b>Board Effectiveness</b>	Code of Conduct ➤ Appendix A – Corporate Code of Conduct ➤ Appendix B – BOH Code of Conduct	Q3 – 2017	<ul style="list-style-type: none"> <li>• Replaces 1-110</li> <li>• Policy number change</li> <li>• Contained in the November policy manual but to be reviewed more extensively in 2017</li> </ul>
<u>G-410</u>	<b>Board Effectiveness</b>	Board Member Remuneration	Q1 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-420</u>	<b>Board Effectiveness</b>	Board Member Reimbursement and Travel	Q1 – 2017	<ul style="list-style-type: none"> <li>• TBDs</li> </ul>
<u>G-430</u>	<b>Communications and External Relations</b>	Advocacy	Q4 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-440</u>	<b>Communications and External Relations</b>	Community Engagement	Q4 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-450</u>	<b>Communications and External Relations</b>	Relationship with the Ministry of Health and Long-Term Care and Local Health Integration Network	Q4 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-460</u>	<b>Communications and External Relations</b>	Relationships with Other Health Service Providers and Key Stakeholders	Q4 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>

<u>G-470</u>	<b>Communications and External Relations</b>	Annual Report	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-100</li> <li>• Policy number change</li> </ul>
<u>G-480</u>	<b>Communications and External Relations</b>	Media Relations	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-090</li> <li>• Policy number change</li> </ul>
<u>G-490</u>	<b>Communications and External Relations</b>	Board of Health Reports ➤ Appendix A – Board of Health Report Template ➤ Appendix B – Governance Report Template ➤ Appendix C – Finance and Facility Report Template	November 2016	<ul style="list-style-type: none"> <li>• Replaces 1-040</li> <li>• Policy number change</li> <li>• Addition of Appendices</li> </ul>

<b>November 2016</b>	
By-law, Policy and Procedures By-law #1 - Management of Property By-law #2 - Banking & Finance By-law #3 - Proceedings of the Board of Health By-law #4 - Duties of the Auditor Strategic Planning MOH/CEO Direction MOH/CEO Position Description MOH/CEO Performance Appraisal Approval and Signing Authority Contractual Services	Procurement Roles and Responsibilities of the Board of Health Board Size and Composition Standing and Ad Hoc Committees Board of Health Self- Assessment Nominations and Appointments to the Board of Health Board of Health Orientation and Development Conflicts of Interest & Declaration Annual Report Media Relations Board of Health Reports
<b>Q4 - 2016</b>	
Jordan's Principle	

<b>Q1 – 2017</b>	<b>Q2 – 2017</b>
Privacy & Security of Information Risk Management Governance Principles and Board Accountability Board of Health Corporate Sponsorship Board of Health Donations Board of Health Gifts and Honorariums Board Member Remuneration Board Member Reimbursement and Travel	MOH/CEO Selection and Succession Planning Occupational Health and Safety – Framework Financial Objectives Financial Planning and Performance Asset Protection Borrowing Tangible Capital Assets Reserve and Reserve Funds
<b>Q3 – 2017</b>	<b>Q4 - 2017</b>
Complaints Resignation and Removal of Board Members Performance Monitoring Code of Conduct Respect for Diversity Ethics	Quality Improvement – Framework Advocacy Community Engagement Relationship with the Ministry of Health and Long-Term Care and Local Health Integration Network Relationships with Other Health Service Providers and Key Stakeholders

<b>Policy #</b>	<b>Section</b>	<b>Policy &amp; Appendices</b>	<b>Expected Date of Completion</b>	<b>Summary of Changes / Next Steps</b>
<u>G-B10</u>	<b>By-laws</b>	By-law #1 - Management of Property	December 2016	<ul style="list-style-type: none"> <li>• Replaces 1-010</li> <li>• Separated into an individual by-law</li> <li>• Secretary-Treasurer now referred to as the Medical Officer of Health / Chief Executive Officer</li> </ul>
<u>G-B20</u>	<b>By-laws</b>	By-law #2 - Banking & Finance	December 2016	<ul style="list-style-type: none"> <li>• Replaces 1-010</li> <li>• Separated into an individual by-law</li> <li>• Minor revisions for clarity</li> </ul>
<u>G-B40</u>	<b>By-laws</b>	By-law #4 - Duties of the Auditor	December 2016	<ul style="list-style-type: none"> <li>• Replaces 1-010</li> <li>• Separated into an individual by-law</li> <li>• Minor revisions for clarity</li> </ul>
<u>G-030</u>	<b>Leadership and Board Management</b>	MOH / CEO Position Description	Q1 – 2017	<ul style="list-style-type: none"> <li>• Includes provisions previously outlined in By-laws #1, #2 pertaining to secretary-treasurer responsibilities.</li> </ul>
<u>G-170</u>	<b>Financial and Organizational Accountability</b>	Financial Objectives	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-180</u>	<b>Financial and Organizational Accountability</b>	Financial Planning and Performance	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-190</u>	<b>Financial and Organizational Accountability</b>	Asset Protection	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-200</u>	<b>Financial and Organizational Accountability</b>	Approval and Signing Authority	December 2016	<ul style="list-style-type: none"> <li>• Replaces 1-060</li> <li>• Policy number changed</li> <li>• Changes to approval limits</li> </ul>

<u>G-210</u>	<b>Financial and Organizational Accountability</b>	Borrowing	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-220</u>	<b>Financial and Organizational Accountability</b>	Contractual Services ➤ Appendix A – Approval Directory	December 2016	<ul style="list-style-type: none"> <li>• Replaces 1-080</li> <li>• Policy number changed</li> <li>• Additional provisions added for inclusions in contracts</li> </ul>
<u>G-230</u>	<b>Financial and Organizational Accountability</b>	Procurement ➤ Procurement Protocols	December 2016	<ul style="list-style-type: none"> <li>• Replaces 1-070</li> <li>• Policy number changed</li> <li>• Changes to titles</li> <li>• Now referred to as Procurement Protocols</li> <li>• Additional considerations added to MLHU procurement processes</li> </ul>
<u>G-240</u>	<b>Financial and Organizational Accountability</b>	Tangible Capital Assets	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>
<u>G-250</u>	<b>Financial and Organizational Accountability</b>	Reserve and Reserve Funds	Q2 – 2017	<ul style="list-style-type: none"> <li>• TBD</li> </ul>



Board of Health: **By-law No. 1**

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Pursuant to Section 56(1) (a) of the *Health Protection and Promotion Act*, R.S.O. 1990, as amended, chapter H.7, the Board of Health for the Middlesex-London Health Unit enacts By-law No. 1 to provide for the **management of property**.

1. In this by-law:

- (a) "Act" means the *Health Protection and Promotion Act*, R.S.O. 1990 (as amended), Chapter H.7.
- (b) "Board" means the Board of Health for the Middlesex-London Health Unit.
- (c) "Secretary-Treasurer" means the Secretary-Treasurer as defined in Policy G-270 as may be amended, from time to time.

2. The Board shall hold title to any real property acquired by the Board for the purpose of carrying out the functions of the Board and may sell, exchange, lease, mortgage, or otherwise charge or dispose of real property owned by it, subject to Section 52(4) of the Act. Section 52(4) of the Act does not apply unless the Board of Health has first obtained the consent of the councils of the majority of the municipalities within the health unit served by the Board of Health. R.S.O. 1990, c. H.7, s. 52 (4); 2002, c. 18, Sched. I, s. 9 (8).

3. The Medical Officer of Health / Chief Executive Officer (MOH / CEO) shall be responsible for the care and maintenance of all properties as required by the Board. For additional responsibilities of the MOH / CEO pertaining to property, and the terms of leasing or rental agreements, please refer to Policy G-030 MOH / CEO Position Description, as amended, from time to time.

4. The Board shall ensure that all such properties comply with applicable statutory requirements contained in local, provincial, and/or federal legislation (e.g., Building Code and Fire Code).



First Reading –  
Second Reading –  
Third Reading –

This By-law is to be in force and effect and to remain in force and effect until otherwise amended by enactment by the Board.

Executed in London, in the Province of Ontario, on this Month, Day, Year.

<b>Reviewed by:</b>	Finance and Facilities Committee
<b>Approved by:</b>	Board of Health
<b>Date:</b>	
<b>Signature:</b>	  <hr/> <div style="display: flex; justify-content: space-between;"><span>Mr. Jesse Helmer Chair, Board of Health</span><span>Dr. Christopher Mackie Secretary-Treasurer</span></div>



Board of Health: **By-law No. 2**

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Pursuant to Section 56(1)(b) of the *Health Protection and Promotion Act*, R.S.O. 1990(as amended), chapter H.7, the Board of Health for the Middlesex-London Health Unit enacts By-law No. 2 to provide for **banking and finance**.

1. In this by-law:
  - (a) "Act" means the *Health Protection and Promotion Act*, R.S.O. 1990, as amended, Chapter H.7;
  - (b) "Board" means the Board of Health for the Middlesex-London Health Unit.
2. The Board through the Medical Officer of Health / Chief Executive Officer will enter into an agreement with a registered chartered bank or trust company which will provide the following services:
  - (a) a chequing and / or savings account(s) for the Board;
  - (b) provision for cancelled cheques on a monthly basis, together with a statement showing all debits and credits;
  - (c) payment of interest at a rate to be negotiated between the Board and the bank or trust company for all balances temporarily held in such account(s); and
  - (d) provide advice and other banking services as required by the Board.
3. The Board will maintain a formal list of names, titles, and signatures of those individuals who have signing authority.
4. Two signatures shall be required on each cheque, comprising one Board Member and the Medical Officer of Health / Chief Executive Officer. These signatures shall be kept and held in custody with the Associate Director, Finance.
5. Notwithstanding item 4 of this by-law, cheque signing shall be restricted to the Chair of the Board of Health, Medical Officer of Health / Chief Executive Officer, Associate Medical Officer of Health, and Associate Director, Finance, any two of whom may sign cheques in the absence of the Chair and/or Medical Officer of Health / Chief Executive Officer. Additional details pertaining to approval and signing authority may be found in Policy G-200.
6. The Medical Officer of Health / Chief Executive Officer is hereby authorized on behalf of the Board to:
  - (a) deposit or negotiate or transfer to the bank or trust company (but only for the credit of the Board) all or any cheques, promissory notes, bills of exchange or orders for payment of monies;

- (b) receive all paid cheques and vouchers and to arrange, settle, balance and certify all books and accounts at the bank or trust company;
  - (c) sign the bank's or trust company's form of settlement of balances and releases;
  - (d) receive all monies and to give acquittance for the same; and
  - (e) invest excess or surplus funds in interest-bearing accounts or short-term deposits.
7. The Secretary-Treasurer of the Board, shall prepare and control the Annual Budget under the jurisdiction of the Board for submission to the Board, and perform additional responsibilities pertaining to the Annual Budget as outlined in Policy G-030 MOH / CEO Position Description, as amended, from time to time.
8. The Board of Health is a corporation without share capital.

First Reading –  
 Second Reading –  
 Third Reading –

This By-law is to be in force and effect and to remain in force and effect until otherwise amended by enactment by the Board.

Executed in London, in the Province of Ontario, on this Month, Day, Year.

<b>Reviewed by:</b>	Finance and Facilities Committee	
<b>Approved by:</b>	Board of Health	
<b>Date:</b>		
<b>Signature:</b>		
	<hr/> Mr. Jesse Helmer Chair, Board of Health	<hr/> Dr. Christopher Mackie Secretary-Treasurer



Board of Health: **By-law No. 4**

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Pursuant to Section 56(1)(d) of the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7, the Board of Health for the Middlesex-London Health Unit enacts By-law No. 4 to provide for the **duties of the Auditor** of the Board of Health, namely:

1. (a) The Board shall appoint an Auditor who shall not be a member of the Board and shall be licensed under the *Public Accountancy Act, 2004*, S.O. 2004, c. 8..
- (b) The Auditor shall be the same Auditor as the City of London may from time to time appoint.
2. The Auditor shall:
  - (a) audit the accounts and transactions of the Board of Health;
  - (b) perform such duties as are prescribed by the Ministry of Municipal Affairs and Housing, Ministry of Health and Long-Term Care, and the Ministry of Children and Youth Services with respect to local Boards under the *Municipal Act*, S.O. 2001, c. 25 and the *Municipal Affairs Act*, R.S.O. 1990, c. M. 46 and *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7
  - (c) perform such other duties as may be required by the Board that do not conflict with the duties prescribed by the aforementioned Ministries as set out in clause (b) of this by-law; and
  - (d) have a right of access at all reasonable hours to all books, records, documents, accounts and vouchers of the Board and is entitled to require from the members of the Board and from the Officers of the Board such information and explanation as in their opinion may be necessary to enable him/her to carry out such duties as are prescribed by the Ministry of Municipal Affairs and Housing and under the *Health Protection and Promotion Act*.

First Reading –  
Second Reading –  
Third Reading –

This By-law is to be in force and effect and to remain in force and effect until otherwise amended by enactment by the Board.

Executed in London, in the Province of Ontario, on this Month, Day, Year.

<b>Reviewed by:</b>	Finance and Facilities Committee
<b>Approved by:</b>	Board of Health
<b>Date:</b>	
<b>Signature:</b>	<hr/> <div style="display: flex; justify-content: space-between;"><span>Mr. Jesse Helmer Chair, Board of Health</span><span>Dr. Christopher Mackie Secretary-Treasurer</span></div>

GOVERNANCE MANUAL

**SUBJECT:** Approval and Signing Authority  
**SECTION:** Financial and Organizational  
Accountability

**POLICY NUMBER:** G-200  
**PAGE:** 9 of 4

**IMPLEMENTATION:** July 20, 2000  
**SPONSOR:** MOH / CEO  
**REVIEWED BY:** Finance and Facilities  
Committee

**APPROVAL:** Board of Health  
**SIGNATURE:**  
**DATE:**

## PURPOSE

The purpose of this policy is to outline the financial signing authority and responsibilities for those who can approve Health Unit financial transactions, both revenue generating and expenditures, purchase orders, expense reports, credit card statements, mileage claims, petty cash vouchers and all other binding agreements on behalf of the Health Unit.

## POLICY

This policy applies to all financial commitments made for Health Unit funds, whether charged to a credit card, paid by the staff/Board member, or paid by a cash advance. This policy also applies to purchase orders/requisitions or contractual agreements entered into. Full time staff, part time staff and the Board Chair (or their delegate) are permitted to authorize expenses; contract staff or consultants are not.

### Granting Signing Authority

In granting signing authority, the Health Unit is allowing staff to make financial commitments or expenditures on behalf of the organization. Individuals must respect this privilege and abide by this policy or risk having their signing authority revoked or revised. The individual's manager, director or the Associate Director, Finance can report any violations of this policy and recommend appropriate action.

### Supporting Documentation

Individuals when committing Health Unit financial resources must do so within the context of the budgets or funding for which they are responsible. It is the responsibility of the individual incurring the expense, as well as the individual authorizing the expense, to ensure all claims are supported by adequate documentation and that the expense is appropriate and in accordance with Health Unit policies. Reimbursements for items of an individual nature are subject to closer scrutiny than regular program expenses.

### Approval of Expenses

Approval should only be given when it is confirmed that goods were received in excellent condition and/or services were performed adequately, as stated in the original signed contract and/or purchase order.

# MIDDLESEX-LONDON HEALTH UNIT

## GOVERNANCE MANUAL

**SUBJECT:** Approval and Signing Authority  
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**POLICY NUMBER:**  
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**G-200**  
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### Signing Authority Structure

Signing authority is automatically vested in the individual at the next higher level of authority in the direct line of reporting. Under no circumstance is the individual submitting the expense permitted to approve their own expense.

### Approval Limits

Total Amount of Expense Per Transaction (in CAD, inclusive of taxes & gratuities)	Submitter	Approver
Category A: \$0-\$2,500	Staff	Manager
	Manager	Director
	Director	MOH / CEO
	MOH / CEO	Associate Director, Finance
Category B: \$2,501-\$15,000	Manager	Director
	Director	MOH / CEO
	MOH / CEO	Associate Director, Finance
Category C: \$15,001-\$50,000	Director	MOH / CEO
	MOH / CEO	Associate Director, Finance
Category D: >\$50,000	MOH / CEO	Chair, Board of Health
Category E: Moving expense pre-approval >\$2,000*	Staff	MOH / CEO

\* Delegation of authority for specific contractual types is provided in the Contractual Services Policy #G-220

\*After the moving expenses have been incurred, and are submitted for reimbursement, then categories A-D apply.

### Similar and Related Transactions

Similar and related transactions that would normally be processed concurrently must not be split in order to avoid signing authority levels.

### Delegation of Approval Authority

Delegation of approval is permitted during temporary absences of an approver. The delegate must be of an equivalent or higher managerial rank to the approver they are replacing. The approver cannot sign their own expenses. The absence of the approver should be noted beside the delegate's signature. The person that has been delegated signing authority will remain ultimately responsible, and cannot further delegate the responsibility.

# MIDDLESEX-LONDON HEALTH UNIT

## GOVERNANCE MANUAL

**SUBJECT:** Approval and Signing Authority      **POLICY NUMBER:** G-200  
**SECTION:** Financial and Organizational      **PAGE:** 11 of 4  
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Under no circumstances should an individual allow (or ask) one of their staff to submit an expense that they would subsequently approve as a way of getting around the approval levels outlined in this policy.

### Signatures

A list of names, titles and signatures for the Chair, Board of Health, the Medical Officer of Health / Chief Executive Officer, all Directors and all Managers will be maintained by the Finance Department. This complies with Board of Health By-laws.

Controlled digital signatures are permitted when approved by the Finance Department, typically in situations where a workflow process requires electronic signature for document processing/approvals. The approval is based on the network login id. Network logon ids should never be shared between employees.

### DEFINITIONS

**Adequate Documentation:** itemized receipt (original preferred) including total cost of purchase, where possible.

**Individual items:** mileage, travel, accommodation, meals, staff education, purchases at conferences (books, DVDs, etc).

**Contract:** Any written or verbal agreement, contract, letter of intent, memorandum of understanding or memorandum of agreement, the provisions of which are binding upon the HU.

**Purchasing Contract:** Any purchase agreement, blanket order, Contract or purchase order for the acquisition by purchase, lease-back or rental of moveable effects including goods, supplies, equipment and services (including professional consulting services) for any HU purpose .

**Expense Reimbursement:** A claim by an employee or Board member to recoup for the outlay of personal funds, in procuring goods and/or services needed to conduct the business of the Health Unit. Supporting documentation must be attached.

**Approval Authority:** Identifies the individual(s) who can bind the organization for financial commitments and to what dollar amount. It can refer to purchase orders, credit card expenses, contracts or any other transactions where the Health Unit is financially liable.

**Delegate:** A person of an equivalent or higher managerial rank who is designated to act for or represent another person

### RELATED POLICIES

4-090 – Use of Personal Vehicle



**MIDDLESEX-LONDON HEALTH UNIT**

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4-030 – Corporate Expenses  
4-110 – Moving Expenses  
G-220 – Contractual Services

**REVISION DATES** (\* = major revision):

July 20, 2000  
June 17, 2004  
February 17, 2011  
April 19, 2012  
May 1, 2014

**SUBJECT:** Contractual Services  
**SECTION:** Financial and Organizational  
Accountability

**POLICY NUMBER:** **G-220**  
**PAGE:** 13 of 3

**IMPLEMENTATION:** August 30, 2000  
**SPONSOR:** MOH / CEO  
**REVIEWED BY:** Finance and Facilities  
Committee

**APPROVAL:** Board of Health  
**SIGNATURE:**  
**DATE:**

## **PURPOSE**

To outline the procedures for negotiating and documenting contractual agreements.

## **POLICY**

A written contract will be negotiated with each provider or recipient of services.

The Board of Health is responsible for the approval of all contracts and agreements and may delegate this authority as specified in the Schedule for Approval of Contracts (Appendix A).

Board approval of contracts is done by resolution.

Unless otherwise specified, documents are to be executed (i.e., signed) by the approving authority of the non-Health Unit contractor/recipient. Documents that are to be executed by the Board of Health are to be signed by any two of the Chair, Vice-Chair or Secretary-Treasurer, unless otherwise required.

This policy applies to contracts for professional services invoiced on a fee for services basis, but does not apply to employment contracts, which are covered under Policy 5-25: Recruitment & Hiring. Professional services contracts are for services that generally are not performed by union employees.

## **PROCEDURE**

### **Negotiation of the Contract**

- The Director/Manager or designate will be responsible for negotiating the contract with the provider/recipient. Where the content of the contract is subject to a provincial policy or standard, the Director/Manager is responsible for ensuring that such policies and standards are followed.
- The Director/Manager will call upon the expertise of Finance and Human Resources, as appropriate to assist in the development, writing and review of the draft contract for services. The Medical Officer of Health / Chief Executive Officer (MOH/CEO) will be consulted as appropriate.
- It is highly recommended that the draft of the contract be submitted for legal review where there is no recent precedent for the contract or where the contract is for a substantial amount of money or involves significant liability.

## MIDDLESEX-LONDON HEALTH UNIT

### GOVERNANCE MANUAL

<b>SUBJECT:</b> Contractual Services	<b>POLICY NUMBER:</b>	<b>G-220</b>
<b>SECTION:</b> Financial and Organizational Accountability	<b>PAGE:</b>	14 of 3

- A contract, with the exception of short-term contracts, may contain wording that provides for its amendment or early termination.
- All contracts should be fully executed prior to the commencement date for the provision of services.
- All original contracts will be filed with Corporate Services. A copy will be retained by the Director/Manager and by the other party/parties to the contract.

#### **Contract Terms**

All contracts will include the following:

- the term of the agreement (start and end dates);
- a description of the services to be provided;
- the rates to be paid for service and the method and frequency of payment;
- requirements for confidentiality;
- liability or consequences for failure to fulfil contract obligations;
- statement that the contracting agency or party is not an employee (and not subject to the applicable law of Ontario relating to employees), agent or partner of the health unit, and is an independent contractor;
- except with short-term contracts provisions for amending the contract or early termination and the processes and results involved;
- the required signatures (i.e. involved parties, witnesses) and the date of each signature;
- licensing and certification requirements for the contracting agency and/or qualifications, training, licensing and certification of the recipient party;
- statement that the law of Ontario is the applicable law except with express consent of the MOH / CEO;
- statement that the written contract is the entire agreement and any verbal agreement(s) are of no force and effect;
- statement that if any provision of contract is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue if full force and effect;
- privacy breach obligations;
- statement regarding how and when notice in contract are to be delivered; and
- statement prohibiting the assignment of services without the express consent of MLHU..

A contract may also address the following terms, as appropriate:

- the conditions for the provision of service to the Health Unit, (i.e. who will provide the services, what expenses may be approved for reimbursement, required meetings);
- the nature and type of reporting to the Health Unit and procedures for recording and reporting service (e.g. quarterly reports);
- performance standards;
- conditions for liability from losses suffered as a result of the actions, negligence or any conduct of the provider/recipient;
- evidence of general liability and professional liability insurance of a specified amount;
- requirement to audit the provider/recipient's internal control records and documents;

# MIDDLESEX-LONDON HEALTH UNIT

## GOVERNANCE MANUAL

**SUBJECT:** Contractual Services  
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- labour disruption (strike) clauses;
- confirmation that the contractor/recipient has no conflict of interest related to the subject matter of the contract;
- commitment to adhere to the MLHU policies, rules, regulations, procedures and guidelines;
- outline clearly the parties' respective roles and responsibilities with respect to joint appointments under affiliation agreements;
- outline recognition of authorship, ownership and proprietary rights and give direction concerning the retention or destruction of working papers, documents, etc.;
- funding specifications (i.e., any limitations or restrictions on the use or application of funds, whether continuation of the work is dependent on funding or advances of funds that are not spent to provide services, etc.) will be returned to the Health Unit or funder, as appropriate. See Policy 4-060: Grant Applications and Agreements.

### Evaluation of Contracts

- Service provision under contract is evaluated informally on an ongoing basis. Periodic review of the contract and its standards, will be measured against achievements.
- Variances or discrepancies from contract requirements will be addressed in a timely manner by the Director/Manager that negotiated the terms of the contract and/or the Director of Corporate Services or designate.
- All contracts are evaluated before renewal.

## APPLICABLE LEGISLATION

## RELATED POLICIES

5-25: Recruitment & Hiring.  
G-200 Approval and Signing Authority  
4-060: Grant Applications and Agreements

**REVISION DATES** (\* = major revision):  
January 18, 2007

**DIRECTORY FOR APPROVAL OF CONTRACTS**

	Type of Contract	Signing Authority
<b>1.</b>	<b>General</b>	
	Union agreements	Board of Health
	Banking – choice of bank	Board of Health
	Banking – all else	Director, Corporate Services or designate
	Insurance – choice of carrier/broker & coverage - employee group insurance benefits, Employee Assistance Program	Board of Health Medical Officer of Health / Chief Executive Officer (MOH / CEO)
	Insurance – all else (liability, property)	Director, Corporate Services or designate
	Auditor – appointment	Board of Health
	Auditor – Certificates & Undertakings	MOH / CEO
<b>2.</b>	<b>Consultants, Independent Contractors and Professional Services</b>	
	Lawyers/Labour Negotiators – appointment	MOH / CEO
	Physicians – appointment of Medical Advisors	MOH / CEO
	Physicians (e.g. Sexual Health Clinic, TB Clinic)	MOH / CEO, Associate Medical Officer of Health (A-MOH)
	Physicians – Acting Medical Officer of Health	Board of Health
	Dental Consultant	MOH / CEO
	Nurse Practitioners (RN Extended Class)	MOH / CEO, A-MOH
	Individual Service Provider (Not listed above) – Short-Term (i.e. Less than 6 months) (e.g. software programmer)	Director/Manager
	Individual Service Provider (Not listed above) – Long-Term (i.e. 7 months or more)	MOH / CEO
	Agency Service Provider – Short-Term (i.e. Less than 6 months) (e.g. Victorian Order of Nurses)	Director/ Manager
	Agency Service Provider – Long-Term (7 months or more) (e.g. tykeTALK)	MOH / CEO
<b>3.</b>	<b>Program-related Service Agreements</b>	
	Ministry of Health or other Ministries (e.g. Healthy Babies, Healthy Children (HBHC) program).	Board of Health or MOH / CEO or Director, as appropriate. Refer to <i>Policy 4-60 re Grant Applications and Agreements.</i>
	Other local agencies (coalition agreements, lead agency agreements).	
	Professional services (e.g. program evaluators) or other services for approved programs (i.e. facilitators, speakers, caterers, hall rentals, reprographics, surveys, vehicle rental, etc.)	Directors/Managers
<b>4.</b>	<b>Property and Equipment (and other budgeted expenses)</b>	
	Office leases	Board of Health
	Custodial services, Security, courier and mail services	Director, Corporate Services or

		designate
	Leasing, service and maintenance contracts for phone, office equipment, repairs, renovations, etc.	Director, Corporate Services or designate
<b>5.</b>	<b>Educational agreements</b>	
	Affiliation agreements, student placements	MOH / CEO or Directors
<b>6.</b>	<b>Research/grants</b>	
	Applications, agreements and awards	MOH / CEO
<b>7.</b>	<b>Contracting Out of Board of Health Services</b>	
	Lead agency agreements (i.e. tykeTALK, Smart Start, Middlesex Ontario works), payroll & administrative services	Board of Health (for major ongoing commitments)  MOH / CEO (all others)

**GOVERNANCE MANUAL**

**SUBJECT:** Procurement  
**SECTION:** Financial and Organizational  
Accountability

**POLICY NUMBER:** G-230  
**PAGE:** 18 of 2

**IMPLEMENTATION:** February 21, 2008  
**SPONSOR:** MOH / CEO  
**REVIEWED BY:** Finance and Facilities  
Committee

**APPROVAL:** Board of Health  
**SIGNATURE:**  
**DATE:**

## **PURPOSE**

To ensure that the Middlesex-London Health Unit obtains the best value when purchasing goods, or contracting services and to establish the Protocols for procurement decisions that make use of a competitive process which is open, transparent and fair.

## **POLICY**

The Protocol prescribed in this Policy shall be followed to make a contract award or to make a recommendation of a contract award to the Board of Health. This ensures that the Middlesex-London Health Unit (MLHU) procures the necessary quality and quantity of goods and/or services in an efficient, timely and cost effective manner, while maintaining the controls necessary for a public agency.

The policy encourages an open and competitive bidding process for the acquisition and disposal of good and/or services and the objective and equitable treatment of all vendors.

The policy also ensures the best value possible value is attained for MLHU. This may include, but not be limited to, the determination of the total cost of performing the intended function over the lifetime of the task, acquisition cost, installation, disposal value, disposal cost, training cost, maintenance cost, quality of performance and environmental impact.

## **PROCEDURE**

The procedure to utilize the procurement process is documented in Appendix A: Middlesex-London Health Unit Procurement Protocol.

## **APPLICABLE LEGISLATION**

Ontario Public Health Organizational Standards

**MIDDLESEX-LONDON HEALTH UNIT**

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**RELATED POLICIES**

G-200 Approval and Signing Authority  
G-220 Contractual Services

**REVISION DATES** (\* = major revision):

February 21, 2008



**Middlesex-London Health Unit  
Procurement Protocols**



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## 1.0 PURPOSE

To establish sound policies for procuring supplies and services in a manner that is ethical, transparent and accountable. The following are goals of the procurement process:

- 1) To ensure objectivity and integrity in the procurement process;
- 2) To encourage competition among bidders by using an open, fair and transparent process;
- 3) To ensure fair treatment of all bidders;
- 4) To obtain the best value by ensuring quality, efficiency and effectiveness;
- 5) To be environmentally conscious when procuring goods or services;
- 6) Where beneficial, cooperate with other public sector agencies in order to obtain the best possible value;
- 7) To promote and incorporate wherever possible in procurement activities, the requirements of the Ontarians with Disabilities Act;
- 8) To ensure that living wage is applied to procurement activities;
- 9) To adhere to the Code of Ethics of the National Institute of Governmental Purchasing ;

## 2.0 GENERAL INFORMATION

- (1) The procedures prescribed in these Protocols shall be followed to make a contract award or to make a recommendation of a contract award to the Board of Health.
- (2) Unless otherwise provided in accordance with the Procurement Protocols, The Director, Corporate Services, or designate and the authorized employees of the Finance department shall be responsible for providing all necessary advice and services required for purchases authorized by these Protocols.
- (3) No purchase of goods and services shall be authorized unless it is in compliance with the Procurement Protocols.
- (4) No purchases shall be divided to avoid any requirements of this policy.
- (5) Departments shall initiate purchases for unique department requirements to ensure that purchases are not duplicated in other departments. When corporate purchasing power is a factor, a corporate contract shall be sought.

### 2.1 Glossary of Terms

In these Protocols, unless a contrary intention appears,

“agreement” means a formal written legal agreement or contract for the supply of goods, services, equipment or construction;

“award” means the selection by the Health Unit of one or more bidder(s) for acquisition of goods or services. An award may be executed by means of a purchase order, contract record or formal agreement.

- “best value” means the optimal balance of performance and cost determined in accordance with a pre-defined evaluation plan. Best value may include a time horizon that reflects the overall life cycle of a given asset.
- “bid” means a response to a competitive bid solicitation or any other offer to sell goods or services, which is subject to acceptance or rejection.
- “bidder” means a person, corporation or other entity that responds to a competitive bid.
- “bid deposit” means bank drafts, certified cheques, money orders, or bond surety to ensure the successful bidder will enter into a contract.
- “
- “blanket purchase contract” means any contract for the purchase of goods and services which will be required frequently or repetitively but where the exact quantity of goods and services required may not be precisely known or the time period during which the goods and services are to be delivered may not be precisely determined.
- “certificate of clearance” means a certificate issued by an authorized official of the Workplace Safety and Insurance Board certifying that the Board waives its rights under subsection 141(10) of the Workplace Safety and Insurance Act, as amended.
- “conflict of interest” means a situation, real or perceived, that could give a bidder or consultant an unfair advantage during a procurement process.
- means a situation in which financial or personal considerations have the potential to compromise or bias professional judgement and objectivity.
- means a situation where a personal or business interest of a Board Member, Director, and employees of the Health Unit who is involved in the process of procuring goods or services, is in conflict or appear to come into conflict with the interests of the Health Unit.
- “contract” means any formal or deliberate written agreement for the purchase of goods, services, equipment or construction;
- “contract record” is a document which outlines the terms and conditions of the agreement;
- “designate” means the person(s) assigned the duties and responsibilities on behalf or in the absence of the person charged with the principal authority to take relevant action or decision.
- “director” means the head of a specific division of the Health Unit.
- “employee – employer relationship” refers to the definition utilized by the Canada Customs and Revenue Agency.
- “executed agreement” means a form of agreement, either incorporated in the bid documents or prepared by the Health Unit or its agents, to be executed by the successful bidder and the Health Unit.
- “goods and services” includes supplies, materials and equipment of every kind required to be used to carry out the operations of the Health Unit.

- “insurance documents” means certified documents issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the bidder is insured in accordance with the Health Unit’s insurance requirements as contained in the bid documents;
- “irregular result” means that in any procurement process where competitive bids or proposals are submitted and any of the following has occurred or is likely to occur:
- (i) The lowest responsive bid or proposal exceeds the estimated cost or budget allocation;
  - (ii) For any reason the award of the contract to or the purchase from the lowest responsive bidder or proponent is procedurally inappropriate or not in the best interests of the Corporation;
  - (iii) The specifications of a tender call or request for proposal cannot be met by two or more suppliers;
  - (iv) A negotiated result in accordance with section 4.5 of these Protocols; or
  - (v) Concurrence cannot be achieved between the Director and The Director, Corporate Services, or designate regarding the award of contract.
- “irregularities contained in bids” is defined in Appendix “A” and includes the appropriate response to those irregularities;
- “non-compliant” means the response to the bid does not conform to the mandatory or essential requirements contained in the invitation to bid.
- “professional service supplier” means a supplier of services requiring professional skills for a defined service requirement including:
- (i) Architects, engineers, designers, management and financial consultants; and
  - (ii) Firms or individuals having specialized competence in environmental, planning or other disciplines.
- “purchase order” means the purchasing document used to formalize a purchasing transaction with a vendor;
- “purchase requisition” means a written or electronically produced request in an approved format and duly authorized to obtain goods or services;
- “quotation” means a request for prices on specific goods and/or services from selected vendors which are submitted verbally, in writing or transmitted by facsimile as specified in the Request for Quotation;
- “request for expression of interest” is a focused market research tool used to determine vendor interest in a proposed procurement. It may be issued simultaneously with a Request for Qualifications when the proposed procurement is well defined and the purchaser has clear expectations for the procurement.
- “request for information” is used prior to issuing a competitive call as a general market research tool to determine what products and services are available, scope out business requirements, and/or estimate project costs;

- “request for proposal” means a process where a need is identified, but the method by which it will be achieved is unknown at the outset. This process allows vendors to propose solutions or methods to arrive at the desired result;
- “responsible” means a bidder who is deemed to be fully capable, technically and financially, to supply the goods or services requested in the solicitation.
- “responsive” means a bid or offer which correctly and completely responds to all of the requirements of the competitive process.
- “sealed bid” means a formal sealed response received as a part of a quotation, tender or proposal;
- “single source” is a non-competitive procurement method whereby purchases are directed to one supplier even though there is more than one source in the open market.
- “sole source” is a non-competitive procurement method whereby purchases are directed to one source of supply as no other source is qualified or capable of providing the goods or services.
- “supplier” means any individual or organization providing goods or services to the Health Unit including but not limited to contractors, consultants, vendors, service organizations etc.
- “Tender” means a sealed bid which contains an offer in writing to execute some specified services, or to supply certain specified goods, at a certain price, in response to a publicly advertised request for bids;
- “Triggering event” means an occurrence resulting from an unforeseen action or consequence of an unforeseen event, which must be remedied on a time sensitive basis to avoid a material financial risk to the Health Unit or serious or prolonged risk to persons or property;
- “Value Analysis” typically refers to a life cycle costing approach to valuing a given alternative, which calculates the long term expected impacts of implementing the particular option;

## **2.2 Documentation**

- (1) In order to maintain consistency, the Director, Corporate Services, or designate shall provide protocols to Divisions on procurement policies and procedures and on the structure, format and general content of procurement documentation.
- (2) The Director, Corporate Services, or designate shall review proposed procurement documentation to ensure clarity, reasonableness and quality and shall advise the Services Areas of suggested improvements.
- (3) Procurement documentation shall avoid use of specific products or brand names.
- (4) Notwithstanding Subsection 2.2 (3), a Division may specify a specific product, brand name or approved equal for essential functionality purposes to avoid unacceptable risk or for some other valid purpose. In such instances, the Director, Corporate Services, or designate shall manage the procurement to achieve a competitive situation if possible.

- (5) The use of standards in procurement documentation that have been certified, evaluated, qualified, registered or verified by independent nationally recognized and industry-supported organizations such as the Standards Council of Canada shall be preferred.
- (6) Divisions shall:
  - (i) give consideration to the need for value analysis comparisons of options or choices,
  - (ii) if required, ensure that adequate value analysis comparisons are conducted to provide assurance that the specification will provide best value, and
  - (iii) forward the value analysis to Finance for documentation in the procurement file.
- (7) The Manager, Procurement and Operations in conjunction with the Division shall issue bid documents for goods and services. The Finance Department shall give notice of the purchasing procurement documents electronically via the Internet as well as any other means as appropriate.
- 8) These Protocols or any provision of it may be amended by the Senior Leadership Team from time to time as long as, any change(s) is operational in nature and does not significantly alter the intention or goal of the Protocol.

### **2.3 The Accessibility for Ontarians with Disabilities Act (AODA)**

In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the Health Unit, to the extent possible, shall have regard to the accessibility for persons with disabilities to the goods or services.

### **2.4 Living Wage Considerations**

As a living wage employer, competitive procurement processes will include provisions that require the Contractor to pay all employees who are employed by the Contractor to perform services at Middlesex-London Health Unit not less than the Living Wage, as set every two years by Living Wage Ontario.

### **2.5 Environmental Considerations**

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, acquisitions of goods and services will ensure that, wherever possible, specifications are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the product or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.



## 2.6 Summary of Procurement Process

### 2.6.1 Chart 1 – Procurement Goals

Goal	Description
1. Effective	The extent to which the procurement process is achieving its intend results. The desired outcomes are substantive or quality results as opposed to process results.
2. Objective	The procurement of goods and services made in an unbiased way and not influenced by personal preferences, prejudice or interpretations.
3. Fair	Applying the policies equally to all bidders.
4. Open and Transparent	Is the clarity and disclosure about the process for arriving at procurement decisions. While promoting openness and transparency, the Procurement Protocol should be governed by the legal considerations for confidentiality and the protection of privacy.
5. Accountable	Is the obligation to answer for procurement results and for the way that procurement responsibilities are delegated.
6. Efficient	Measures the quality, cost and amount of goods and services procured as compared to the time, money and effort to procure them.

2.6.2

**Chart 2 Summary of Procurement Processes**

Purchasing Option	Description	When to use this option	How to use this option	How to choose the appropriate vendor using this option	Who awards/ Comments
<p><b>Formal Request for Proposals</b></p> <p><i>Relates to Sections 4.1.3 &amp; 4.1.4 of the Procurement Protocol</i></p>	<p>Vendors are asked to submit a description of how they would address a problem or need along with the costs associated with their solution.</p>	<p>There is a complex problem or need for which there is no clear single solution; and</p> <p>The anticipated cost is equal to or greater than \$100,000.</p>	<p>Finance must be involved;</p> <p>Specific written information must be provided to Finance by the Division to initiate;</p> <p>Bids are solicited through an open process that includes public advertisements.</p>	<p>A Selection Committee evaluates each bid;</p> <p>A numeric evaluation tool is developed to assess the quality of the bid; Cost will always be a factor</p> <p>The bid with the best score and meets the minimum requirements is awarded the contract</p>	<p>The MOH / CEO is informed when the lowest bid is not being recommended.</p> <p>Board of Health authorizes the awarding of the contract.</p>
<p><b>Informal Request for Proposals</b></p> <p><i>Relates to Sections 4.1.2 &amp; 4.1.4 of the Procurement Protocol</i></p>	<p>Vendors are asked to submit a description of how they would address a problem or need along with the costs associated with their solution.</p>	<p>There is a complex problem or need for which there is no clear single solution; and</p> <p>The anticipated cost is less than \$100,000.</p>	<p>Finance must be involved;</p> <p>Specific written information must be provided to finance by the Division to initiate.</p> <p>Bids are solicited on an invitational basis from a pre-determined bidder list but may be supplemented with public advertisements.</p>	<p>A Selection Committee evaluates each bid;</p> <p>A numeric evaluation tool is developed to assess the quality of the bid; Cost will always be a factor.</p> <p>The bid with the best score and meets the minimum requirements is awarded the contract</p>	<p>The MOH / CEO awards the contract.</p>

Purchasing Option	Description	When to use this option	How to use this option	How to choose the appropriate vendor using this option	Who awards/ Comments
<p><b>Request for Tender</b></p> <p><i>Relates to Section 4.2 of the Procurement Protocol</i></p>	<p>Vendors are asked to submit a cost for the work that is specified through a competitive bid process</p>	<p>A clear or single solution exists; and</p> <p>The anticipated costs is equal to or greater than \$100,000</p>	<p>Finance must be involved;</p> <p>Specific written information must be provided to finance by the Division to initiate;</p> <p>Bids are solicited through an open process that includes public advertisements.</p>	<p>A public opening is required with specific people in attendance;</p> <p>Finance integrates all the bids and recommends vendor with the lowest bid who meets requirements, subject to review by Division Director.</p>	<p>Board of Health awards the contract.</p>
<p><b>Formal Request for Quotations</b></p> <p><i>Relates to Section 4.3.3.1 of the Procurement Protocol</i></p>	<p>Vendors are asked to submit a cost for the work that is specified through an invitational process from pre-determined bidders</p>	<p>A clear or single solution exists; and</p> <p>The anticipated cost is between \$50,000 and less than \$100,000.</p>	<p>Finance must be involved;</p> <p>Specific written information must be provided to finance by the Division to initiate;</p> <p>Bids are solicited on an invitational basis from a pre-determined bidder list but may be supplemented with public advertisements.</p>	<p>Divisions review the bids;</p> <p>Finance integrates all the bids and recommends vendor with the lowest bid who meets requirements, subject to review by Division Director.</p>	<p>The MOH / CEO awards the contract.</p>

Purchasing Option	Description	When to use this option	How to use this option	How to choose the appropriate vendor using this option	Who awards/ Comments
<p><b>Informal Request for Quotations</b></p> <p><i>Relates to Section 4.3.3.2 of the Procurement Protocol</i></p>	<p>Vendors are asked to submit a cost for the work that is specified through an invitational process from pre-determined bidders</p>	<p>A clear or single solution exists; and</p> <p>The anticipated cost is between \$10,000 and less than \$50,000</p>	<p>Involvement of Finance is not required but available;</p> <p>Bids are solicited on an invitational basis from a pre-determined bidder list but may be supplemented with public advertisements.</p> <p>A minimum of 3 bids should be obtained although more are encouraged.</p>	<p>Division chooses the appropriate vendor based on the vendor who meets the specifications at the lowest cost.</p>	<p>The MOH / CEO awards the contract.</p>
<p><b>Informal, low value procurement</b></p> <p><i>Relates to Section 4.3.3.2 of the Procurement Protocol</i></p>	<p>Quotes are obtained via phone, fax, email, or similar communication methods or vendor advertisements or catalogues</p>	<p>A clear or single solution exists; and</p> <p>The anticipated cost is between \$5,000 and less than \$10,000.</p>	<p>Involvement of Finance is not required but available;</p> <p>A minimum of 3 bids are sought and more cost effective methods may be used such as quotes received by fax, verbal (phone), advertisements etc.</p>	<p>Division chooses the appropriate vendor based on the vendor who meets the specifications at the lowest cost.</p>	<p>The Division Director awards the contract.</p> <p>The MOH / CEO is informed, prior to awarding the contract, if the lowest quote is not being accepted.</p>

Purchasing Option	Description	When to use this option	How to use this option	How to choose the appropriate vendor using this option	Who awards/ Comments
<p><b>Non-competitive purchases</b></p> <p><i>Relates to Sections 3.0 and 5.11 of the Procurement Protocol</i></p>	<p>No bids or quotes are required for purchase but are encouraged.</p>	<p>The anticipated cost is less than \$5,000;</p>		<p>Not applicable</p>	<p>Purchases under \$5,000 a Board report is not required.</p> <p>Award is made based on signing authority governed in Policy 4-90</p>
		<p>Greater than \$5,000 and only a single vendor exists; or</p> <p>During an emergency; or</p> <p>The vendor has particular expertise.</p> <p>See Protocols for further indications.</p>	<p>The requirement for competitive bid solicitation may be waived under joint authority of the Director and MOH / CEO.</p> <p>Director, Corporate Services, or designate manages the process/negotiations.</p>	<p>Not applicable</p>	<p>A written report will be submitted to the Board of Health</p> <p>The Board of Health awards contracts greater than \$50,000 unless it is an emergency under section 3.3 of the Procurement Protocols;</p> <p>The MOH / CEO awards contracts for values of greater than \$5,000 but less than \$50,000</p>

## 3.0 NON-COMPETITIVE PURCHASES

### 3.1 Goals

The primary goals of a non-competitive purchase are to allow for procurement in an efficient and timely manner.

### 3.2 Requirements

- (1) The item is less than \$5,000;
- (2) The requirement for competitive bid solicitation for goods, services and construction may be waived under joint authority of the appropriate Director and MOH / CEO and replaced with negotiations by the Director, Corporate Services, or designate under the following circumstances:
  - (i) where competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, technical secrets or controls of raw material;
  - (ii) where due to abnormal market condition, the goods, services or construction required are in short supply;
  - (iii) where only one source of supply would be acceptable and cost effective;
  - (iv) where there is an absence of competition for technical or other reasons and the goods, services or construction can only be supplied by a particular supplier and no alternative exists;
  - (v) where the nature of the requirement is such that it would not be in the public interest to solicit competitive bids as in the case of security or confidentiality matters;
  - (vi) where in the event of an “*Emergency*” as defined by these Protocols, a requirement exists;
  - (vii) where the requirement is for a utility for which there exists a monopoly.
- (3) When a Director/Manager intends to select a supplier to provide goods, services or construction pursuant to subsection 3.2(2), a written report indicating the compelling rationale that warrants a non-competitive selection will be submitted by the Division to the Board of Health.
- (4) For contracts between \$5,000 and \$49,999, the MOH / CEO awards the contract.
- (5) For contracts of \$50,000 and over the Board of Health approves the contract, unless section 3.3 applies.

### 3.3 Procurement in Emergencies

- (1) In subsection 3.2(1)(vi) “*Emergency*” includes
  - (i) an imminent or actual danger to the life, health or safety of a member of the Board of Health, volunteer or an employee while acting on the Health Unit’s behalf;
  - (ii) an imminent or actual danger of injury to or destruction of real or personal property belonging to the Board of Health;
  - (iii) an unexpected interruption of an essential public service;
  - (iv) an emergency as defined by the Emergency Plans Act, R.S.O. 1990, Chapter E.9 and the emergency plan formulated thereunder by the Health Unit;

- (v) a spill of a pollutant as contemplated by Part X of the Environmental Protection Act, R.S.O. 1990, Chapter E.19 and,
  - (vi) mandate of a non-compliance order.
- (2) Where, in the opinion of the MOH / CEO or in their absence the Associate Medical Officer of Health, an emergency has occurred,
- (i) the Director, Corporate Services, or designate on receipt of a requisition authorized by a Director and the MOH / CEO or designate may initiate a purchase order in excess of the pre-authorized expenditure limit; and
  - (ii) any purchase order issued under such conditions together with a source of financing shall be justified and reported to the next meeting of the Board of Health following the date of the requisition.

### **3.4 Direct Negotiations**

- (1) Unless otherwise provided in accordance with the Procurement Protocols, goods and services may be purchased using the Direct Negotiation method only if one or more of the following conditions apply:
- (i) the required goods and services are reasonably available from only one source by reason of the scarcity of supply in the market or the existence of exclusive rights held by any supplier or the need for compatibility with goods and services previously acquired and there are no reasonable alternatives or substitutes.
  - (ii) the required goods and services will be additional to similar goods and services being supplied under an existing contract;
  - (iii) an attempt to purchase the required goods and services has been made in good faith using a method other than Direct Negotiation under section 4.0 of these Protocols which has failed to identify a successful supplier and it is not reasonable or desirable that a further attempt to purchase the goods and services be made using a method other than Direct Negotiation.
  - (iv) the goods and services are required as a result of an emergency, which would not reasonably permit the use of a method other than Direct Negotiation.
  - (v) the required goods and services are to be supplied by a particular vendor or supplier having special knowledge, skills, expertise or experience.

## **4.0 COMPETITIVE PROCESSES**

### **4.1 Request For Proposal**

#### **4.1.1 Goals**

To implement an effective, objective, fair, open, transparent, accountable, and efficient process for obtaining unique proposals designed to meet broad outcomes to a complex problem or need for which there is no clear or single solution.

#### **4.1.2 Informal Process Requirements**

- (1) The Informal Request for Proposal procedure shall be used where:
- (i) the item is less than \$100,000;
  - (ii) the requirement is best described in a general performance specification;

- (iii) innovative solutions are sought; and,
  - (iv) to achieve best value, the award selection will be made on an evaluated point per item or other method involving a combination of mandatory and desirable requirements.
- (2) Bids are solicited on an invitational basis from a pre-determined bidders list but may be supplemented with public advertising of the procurement opportunity.
  - (3) The MOH / CEO awards the contract.
  - (4) A report to the Board of Health is required if the lowest bid is not accepted.

#### **4.1.3 Formal Process Requirements**

- (1) A Formal Request for Proposal procedure shall be used where:
  - (i) the item is greater than \$100,000;
  - (ii) the requirement is best described in a general performance specification;
  - (iii) innovative solutions are sought; and,
  - (iv) to achieve best value, the award selection will be made on an evaluated point per item or other method involving a combination of mandatory and desirable requirements.
- (2) Bids are solicited through an open process that includes public advertising.
- (3) The MOH / CEO is informed when the lowest bid is not being recommended.
- (4) The Board of Health authorizes the award of the contract.

#### **4.1.4 General Process**

- (1) The Request for Proposal method of purchase is a competitive method of purchase that may or may not include Vendor pre-qualification.
- (2) A Request for Information or Request for Expression of Interest may be issued in advance of a proposal to assist in the development of a more definitive set of terms and conditions, scope of work/service and the selection of qualified Vendors.
- (3) Where the requirement is not straightforward or an excessive workload would be required to evaluate proposals, either due to their complexity, length, number or any combination thereof, a procedure may be used that would include a pre-qualification phase.
- (4) Finance shall maintain a list of suggested evaluation criteria for assistance in formulating an evaluation scheme using a Request for Proposal. This may include factors such as qualifications and experience, strategy, approach, methodology, scheduling and past performance, facilities, equipment, and pricing.
- (5) Divisions shall identify appropriate criteria from the list maintained by Finance for use in a Request for Proposal but are not limited to criteria from the list. Cost will always be included as a factor, as best value includes both quality and cost.
- (6) The Division shall provide to the Director, Corporate Services, or designate with a purchase request in writing containing the budget authorization, approval authority, terms of reference and evaluation criteria to be applied in assessing the proposals submitted.
- (7) A Selection Committee, comprised of a minimum of one representative from the Division and the Director, Corporate Services, or designate or designate, shall review all proposals against the established criteria, reach consensus on the final rating results, and ensure that the final rating results, with supporting documents, are kept in the procurement file.



- (8) During the proposal process all communication with bidders shall be through Finance.
- (9) The Director, Corporate Services, or designate shall forward to the Director(s) an evaluation summary of the procurement, as well as the Committee's recommendation for award of contract to the supplier meeting all mandatory requirements and providing best value as stipulated in the Request for Proposal. Where the lowest bid is not accepted, the Director is responsible for documenting the determination of best value, in a confidential report to the MOH / CEO prior to award of contract.
- (10) With respect to all Board reports initiated for requests for proposals, the report shall include the sources of financing, summary of major expenditure categories, and other financial commentary as considered appropriate.
- (11) Reporting will not include summaries of bids as this information will remain confidential. Any disclosure of information shall be made by the appropriate officer in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990.
- (12) Unsuccessful proponents may, upon their request, attend a debriefing session with Finance to review their bid submission. Discussions relating to any bid submissions other than that of the proponent present will be strictly prohibited.
- (13) The Health Unit reserves the right to accept or reject any submission.

## **4.2 Request For Tender**

### **4.2.1 Goals**

To implement an effective, objective, fair, open, transparent, accountable and efficient process for obtaining competitive bids based on precisely defined requirements for which a clear or single solution exists.

### **4.2.2 Requirements**

Request for Tender procedures shall be used where:

- (i) the item is greater than \$100,000;
- (ii) the requirement can be fully defined; and,
- (iii) best value for the Board of Health can be achieved by an award selection made on the basis of the lowest bid that meets specifications.

### **4.2.3 General Process**

- (1) The Director or designate shall provide to the Director, Corporate Services, or designate a purchase request in writing containing the relevant specifications, budget authorization, approval authority and terms and conditions for the purchase of goods, services or construction.
- (2) The Director, Corporate Services, or designate shall be responsible for arranging public advertising for the procurement opportunity.

- (3) The Director, Corporate Services, or designate shall be responsible for arranging for the public opening of tender bids at the time and date specified by the tender call. There shall be in attendance at that time,
  - (i) Director, Corporate Services, or designate and
  - (ii) At least one representative from the requesting Division(s)
  - (iii) If the Director, Corporate Services, or designate is not available, the MOH / CEO or the MOH / CEO designate may act on their behalf.
  - (iv) The chair of the Board of Health shall be invited
- (4) Finance shall forward to the Director a summary of the bids and recommend the award of contract to the lowest responsive bidder, subject to review by the Director or designate regarding specifications and contractor performance.
- (5) With respect to all Board reports initiated for tenders, the report shall include the sources of financing, summary of major expenditure categories, and other financial commentary as considered appropriate. The Board will approve such contracts.
- (6) The Health Unit reserves the right to accept or reject any submission.

### **4.3 Request For Quotation**

#### **4.3.1 Goals**

To implement an effective, objective, fair, open, transparent, accountable and efficient process for obtaining competitive bids based on precisely defined requirements for which a clear or single solution exists.

#### **4.3.2 Requirements**

- (1) Request for Quotation procedures shall be used where:
  - (i) the item is greater than \$10,000 but not greater than \$100,000;
  - (ii) the requirement can be fully defined; and,
  - (iii) best value for the Health Unit can be achieved by an award selection made on the basis of the lowest bid that meets specifications.
- (2) Competitive bid solicitation is done primarily on an invitational basis from a pre-determined bidders list but may be supplemented with public advertising of the procurement opportunity.

#### **4.3.3 General Process**

##### **4.3.3.1 Informal Quotation Process (Greater than \$10,000 but no greater than \$50,000)**

- (1) These protocols are provided to assist a Division should it exercise its authority to purchase goods or services between \$10,000 and \$50,000 without the involvement of the Finance Department. Protocols are organized by objective as follows:

(i) OBJECTIVE 1: Efficiency

Purchases must be for unique Division requirements, and therefore not duplicated in other Divisions, such that Health unit purchasing power or standardization is not a factor in costing. Requirements cannot be split in order to qualify for this process.

(ii) OBJECTIVE 2: Competitive Process

A competitive process is undertaken whereby a minimum of 3 bids is obtained, and the lowest compliant bid is awarded the contract. Care must be taken as to how bids are sought, bidders lists are maintained and how competition is encouraged. Although a minimum of 3 bids is required, an open process without a minimum number of bids will be more competitive, and is encouraged.

(iii) OBJECTIVE 3: Open process

Division needs are communicated to bidders, who are able to bid on goods or services they are qualified to provide. There should be no limitation of bids to an established listing. Divisions should check with the Finance Department to determine if there is an established list of potential relevant service providers that they may have for this purpose. An allowable exception to this, would be where in a formal process a short list was determined as a result of another competitive process (such as RFP), which has a pre-qualifying process to determine a short list.

(iv) OBJECTIVE 4: Transparent process

The process is undertaken based on clear definition of the product or service requirement, and a clear outline of the review and criteria to be undertaken. The decision to choose the low bidder will be based solely on the requirements as documented, the bidder document, and the application of the review criteria. The same decision should be arrived at each time given the same set of facts.

(v) OBJECTIVE 5: Fair process

The process will be fair, such that no action is undertaken by Health Unit staff to allow any given bidder an unfair advantage. This does not however, require Health Unit action to ensure that existing conditions are changed to ensure that any conversion costs from an incumbent to another supplier are ignored in an evaluation – it is in the best interest of the Health Unit to ensure that such “leveling of the playing field” is not required.

(vi) OBJECTIVE 6: Insurance and Risk Management

The Health Unit’s standard Insurance form (if required) must be completed and forwarded to the Director, Corporate Services, or designate for review and input into the Insurance Program. WSIB certificates of clearance (if required) must also be submitted to the Director, Corporate Services, or designate at the commencement of the project and periodically as the work is completed.

(2) The MOH / CEO awards the contract.

#### **4.3.3.2 Formal Quotation Process (\$50,000 to \$99,999)**

- (1) The Director or designate shall provide to the Director, Corporate Services, or designate a purchase request in writing containing the relevant specifications, budget authorization, approval authority and terms and conditions for the purchase of goods, services or construction.
- (2) The Division shall be responsible to review the quote submission and verify that all specifications of the quote are met.
- (3) Finance shall forward to the Director a summary of the bids and recommend the award of contract to the lowest responsive quote subject to review by the Director or designate regarding specifications and contractor performance.
- (4) The MOH /CEO awards the contract.
- (6) The Health Unit reserves the right to accept or reject any submission.

#### **4.4 Informal, Low Value Procurement**

##### **4.4.1 Goals**

To obtain competitive pricing for a one-time procurement in an expeditious and cost effective manner through phone, fax, e-mail, other similar communication method, vendor advertisements or vendor catalogues.

##### **4.4.2 Requirements**

- (i) the item is greater than \$5,000 but not greater than \$10,000;
- (ii) the requirement can be fully defined; and,
- (iii) best value for the Health Unit can be achieved by an award selection made on the basis of the lowest bid that meets specifications.

##### **4.4.3 General Process**

- (1) A minimum of 3 bids must be received. They may be obtained in a more cost-effective manner such as phone, fax, e-mail and current vendor advertisements or catalogues.
- (2) The Division shall be responsible to ensure that all specifications are met.
- (3) The Division Director may award the contract.
- (4) The Division Director shall forward to the Director, Corporate Services, or designate all relevant procurement documentation including bid summaries to be included in the procurement file.
- (5) The MOH / CEO will be informed, prior to awarding a contract, if the lowest bid/quote is not being accepted.
- (6) The Health Unit has the right to cease negotiations and reject any offer.

## **5.0 BID AND CONTRACT ADMINISTRATION**

### **5.1 Bid Submission**

- (1) Bids shall be delivered in paper form (if required) to the Director, Corporate Services, or designate at the time and date specified in the bid solicitation.
- (2) The opening of bids shall commence shortly after the time specified by the tender call unless the Director, Corporate Services, or designate acting reasonably postpones the start to some later hour, but the opening shall continue, once started, until the last bid is opened.
- (3) Any bids received by the Director, Corporate Services, or designate later than the specified closing time shall be returned unopened to the bidder.
- (4) A bidder who has already submitted a bid may submit a further bid at any time up to the official closing time and date specified by the bid solicitation. The last bid received shall supersede and invalidate all bids previously submitted by that bidder.
- (5) A bidder may withdraw their bid at any time up to official closing time by letter bearing their signature as in his or her bid submitted to the Director, Corporate Services, or designate or designate.
- (6) A tender requiring an appropriate bid deposit shall be void if such security is not received in the manner specified in section 5.5 and if no other bid is valid, the Director, Corporate Services, or designate shall direct what action is to be taken with respect to the recalling of tenders.
- (7) All bidders may be requested to supply a list of all subcontractors to be employed on a project. Any changes to the list of subcontractors or addition thereto must be approved by the Director responsible for the project.

### **5.2 Lack of Acceptable Responses to Requests**

- (1) Where bids are received in response to a bid solicitation but exceed budget, are not responsive to the requirement, or do not represent fair market value, a revised solicitation shall be issued in an effort to obtain an acceptable bid.
- (2) In the case of building construction contracts, where the total cost of the lowest responsive bid is in excess of the budget approved by the Board of Health, negotiations shall be made in accordance with the protocols established by the Canadian Construction Documents Committee.
- (3) The Health Unit has the right to cease negotiations and reject any offer.

### **5.3 Equal Bids**

- (1) If two or more bids are equal and are the lowest bid, the Health Unit will offer an opportunity for the tied bidders to re-bid. Should a tie persist the following factors will be considered:
  - (i) prompt payment discount,
  - (ii) when delivery is an important factor, the bidder offering the best delivery date be given preference,

- (iii) a bidder in a position to offer better after sales service, with a good record in this regard shall be given preference,
- (iv) a bidder with an overall satisfactory performance record shall be given preference over a bidder known to have an unsatisfactory performance record or no previous experience with the Health Unit,
- (v) if (i) through (iv) do not break the tie equal bidders shall draw straws.

#### **5.4 Insufficient Responses to Requests**

- (1) In the event only one bid is received in response to a request for tender, the Director, Corporate Services, or designate may return the unopened bid to the bidder when, in his/her opinion, additional bids could be secured. In returning the unopened bid the Director, Corporate Services, or designate shall inform the bidder that the Health Unit may be recalling the tender at a later date.
- (2) In the event that only one bid is received in response to a request for tender, the bid may be opened in accordance with the Health Unit's usual procedures when, in the opinion of the Director, Corporate Services, or designate with consultation with appropriate Director, the bid should be considered by the Health Unit. If, after evaluation the bid is found not to be acceptable, they may follow the procedures set out in Subsection 5.2
- (3) In the event that the bid received is found acceptable, it will be awarded as an Irregular result under Appendix "A" of the Purchasing Protocols.

#### **5.5 Guarantees of Contract Execution and Performance**

- (1) The Director, Corporate Services, or designate may require that a bid be accompanied by a Bid Deposit to guarantee entry into a contract.
- (2) In addition to the security referred to in Subsection 5.5 (1), the successful supplier may be required to provide,
  - (i) a Performance Bond to guarantee the faithful performance of the contract,
  - (ii) a Labour & Material Bond to guarantee the payment for labour and materials to be supplied in connection with the contract and,
  - (iii) an irrevocable letter of credit.
- (3) The Director, Corporate Services, or designate shall select the appropriate means to guarantee execution and performance of the contract. Means may include one or more of, but are not limited to, financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.
- (4) When a bid deposit is required the Director, Corporate Services, or designate shall determine the amount of the bid deposit which may be 10 per cent of the estimated value of the work prior to bidding or an amount equal to 10 per cent of the bid submitted.
- (5) Prior to commencement of work and where deemed appropriate, evidence of Insurance Coverage satisfactory to the Health Unit's Insurer must be obtained, ensuring indemnification of the Health Unit from any and all claims, demands, losses, costs or damages resulting from the performance of a supplier's obligations under the contract.

- (6) When a performance bond or labour and material bond is required, the amount of the bond shall be 50% of the amount of the tender bid, unless the Director, Corporate Services, or designate recommends and the Board of Health approves a higher level of bonding.
- (7) If the risk to the Health Unit is not adequately limited by the progress payment provisions of the contract, a payment holdback shall be considered.
- (8) A minimum payment holdback of 10 percent is mandatory for all construction contracts.
- (9) The Director, Corporate Services, or designate may release the holdback funds on construction contracts upon:
  - (i) the contractor submitting a statutory declaration that all accounts have been paid and that all documents have been received for all damage claims,
  - (ii) receipt of clearance from the Workplace Safety and Insurance Board for any arrears of Workplace Safety and Insurance Board assessment,
  - (iii) all the requirements of the Construction Lien Act, R.S.O. 1990, being satisfied,
  - (iv) receipt of certification from the Health Unit Solicitor, where applicable, that liens have not been registered, and
  - (v) substantial performance
- (10) The conditions for release of holdback funds provided in Subsection 5.5 (9) apply to other goods or services contracts with necessary modifications.
- (11) The Health Unit is authorized to cash and deposit any bid deposit cheques in the Health Unit's possession which are forfeited as a result of non-compliance with the terms, conditions and/or specifications of a sealed bid.

#### **5.6 Requirement at Time of Execution**

- (1) The successful bidder, if requested in the tender document shall submit the following documentation in a form satisfactory to the Health Unit within ten working days after being notified in writing to do so by the Health Unit:
  - (i) executed performance bonds and labour and material bonds;
  - (ii) executed agreement;
  - (iii) insurance documents in compliance with the tender documents;
  - (iv) declarations respecting the Workplace Safety and Insurance Board;
  - (v) certificate of clearance from the Workplace Safety and Insurance Board; and,
  - (vi) any other documentation requested to facilitate the execution of the contract (e.g. proof of required licenses and/or certificates).

#### **5.7 Contractual Agreement**

- (1) The award of contract may be made by way of a formal agreement, or Purchase Order.
- (2) A Purchase Order is to be used when the resulting contract is straightforward and will contain the Health Unit's standard terms and conditions.
- (3) A formal agreement is to be used when the resulting contract is complex and will contain terms and conditions other than the Health Unit's standard terms and conditions.

- (4) It shall be the responsibility of the Director or designate with the Director, Corporate Services, or designate and/or the Health Unit's Solicitor to determine if it is in the best interest of the Health Unit to establish a formal agreement with the supplier.
- (5) Where it is determined that Subsection 5.7 (4) is to apply, the formal agreement should be made in accordance to Health Unit Policy 4-90, Contractual Services.
- (6) Where a formal agreement is issued, Finance may issue a Purchase Order incorporating the formal agreement.
- (7) Where a formal agreement is not required, Finance shall issue a Purchase Order incorporating the terms and conditions relevant to the award of contract.

#### **5.8 Contract Amendments and Revisions**

- (1) No amendment or revision to a contract shall be made unless the amendment is in the best interest of the Health Unit.
- (2) No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work.
- (3) Amendments to contracts are subject to the identification and availability of sufficient funds within the Board of Health approved operating budget.
- (4) Health Unit staff may authorize amendments to contracts provided that their signing authority level, as outlined in Health Unit policies 4-90, 4-110, has not been exceeded. For clarity, the required authority level is the total of the original contract price plus any amendments.
- (5) Where expenditures for the proposed amendment combined with the price of the original contract exceeds Board of Health approved budget for the project, a report prepared by the Director shall be submitted to the Board of Health recommending the amendment, and proposing the source of financing.

#### **5.9 Contract Review/Renewal**

- (1) Where a contract contains an option for renewal, the Director may authorize the Director, Corporate Services, or designate to exercise such option provided that all of the following apply:
  - (i) the supplier's performance in supplying the goods, services or construction is considered to have met the requirements of the contract,
  - (ii) the Director and Director, Corporate Services, or designate agree that the exercise of the option is in the best interest of the Health Unit,
  - (iii) funds are available in the Board of Health approved operating budget to meet the proposed expenditure.
- (iv) a valid business case has been completed.
- (2) The business case shall be authorized by the Director and shall include a written explanation as to why the renewal is in the best interest of the Health Unit and include commentary on the market situation and trend.



## **5.10 Exclusion of Vendors from Competitive Process**

### **5.10.1 Exclusion of Bidders in Litigation**

- (1) The Health Unit may, in its absolute discretion, reject a Tender or Proposal submitted by the bidder if the bidder, or any officer or director of the bidder is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Health Unit, its elected or appointed officers and employees in relation to:
  - (i) Any other contract or services; or
  - (ii) Any matter arising from the Health Unit's exercise of its powers, duties, or functions.
- (2) In determining whether or not to reject a quotation, tender or proposal under this clause, the Health Unit will consider whether the litigation is likely to affect the bidder's ability to work with the Health Unit, its consultants and representatives, and whether the Health Unit's experience with the bidder indicates that the Health Unit is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

### **5.10.2 Exclusion of Bidders Due to Poor Performance**

- (1) The Director shall document evidence and advise the Director, Corporate Services, or designate in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- (2) The Health Unit may, in consultation with its Solicitor, prohibit an unsatisfactory supplier from bidding on future Contracts for a period of up to three years.

## **5.11 Single/Sole Source**

- (1) The procurement of materials, parts, supplies, equipment or services without competition (See also Section 3.0), is done under exceptional and limited circumstances.
- (2) In circumstances where there may be more than one source of supply in the open market, but only one of these is recommended for consideration on the grounds that it is more cost effective or beneficial to the Health Unit approval must be obtained from the Medical Officer of Health & Chief Executive Officer, and the Director, Corporate Services, or designate prior to negotiations with the single source.
- (3) In the event 5.4 (2) applies and the expenditure will exceed \$50,000, approval must be obtained from the Board of Health prior to negotiations with the single source. The Director or designate shall be responsible for submitting a report detailing the rationale supporting the use if the single source.
- (4) If the Health Unit requires goods, services or equipment deemed to be available from only one source of supply, and where the expenditure will exceed \$50,000, the Director or designate with the concurrence of the Medical Officer of Health & Chief Executive Officer, and the Finance & Operations Officer shall obtain approval from the Board of Health to waive the competitive procurement process.

### **5.12 Blanket Purchases**

- (1) A Request for a Blanket Purchase Contract may be used where:
  - (i) one or more Division repetitively order the same goods or services and the actual demand is not known in advance, or
  - (ii) a need is anticipated for a range of goods and services for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.
- (2) Finance shall establish and maintain Blanket Purchase Contracts that define source and price with selected suppliers for all frequently used goods or services.
- (3) To establish prices and select sources, Finance shall employ the provisions contained in these Protocols for the acquisition of goods, services and construction.
- (5) More than one supplier may be selected where it is in the best interests of the Health Unit and the bid solicitation allows for more than one.
- (5) Where purchasing frequently used good or services is initiated by a Division, it is to be made with the supplier or suppliers listed in the Blanket Purchase Contract.
- (6) In a Request for Blanket Purchase Contract, the expected quantity of the specified goods or services to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.

### **5.13 Custody of Documents**

- (1) The Director, Corporate Services, or designate shall be responsible for the safeguarding of original purchasing and contract documentation for the contracting of goods, services or construction and will retain documentation in accordance to the records retention policy..

### **5.14 Co-operative Purchasing**

- (1) The Health Unit shall participate with other government agencies or public authorities in Co-operative Purchasing where it is in the best interests of the Health Unit to do so.
- (2) The decision to participate in Co-operative Purchasing agreements will be made by the Director, Corporate Services, or designate.
- (3) The policies of the government agencies or public authorities calling the cooperative tender are to be the accepted policy for that particular tender.

### **5.15 Receipt of Goods**

- (1) The Director or designate shall,
  - (i) arrange for the prompt inspection of goods on receipt to confirm conformance with the terms of the contract, and
  - (ii) inform the Director, Corporate Services, or designate of discrepancies immediately.
- (2) The Director, Corporate Services, or designate shall coordinate an appropriate course of action with the Director for any non-performance or discrepancies.

#### **5.16 Receipt of Services**

- (1) The Director or designate shall:
  - (i) ensure the performance of the services is maintained in a satisfactory manner and in keeping with the terms of the contract and/or agreement.
  - (ii) Division staff are to document any discrepancies in the performance of services.
  - (iii) Inform the Director, Corporate Services, or designate of poor performance
  - (iv) Inform the Director, Corporate Services, or designate of any breach of contract and/or agreement.

#### **5.17 Reporting to Board of Health**

- (1) The Director, Corporate Services, or designate shall submit to the Board of Health an information report each Board of Health meeting containing the details for all contracts awarded that exceed \$50,000 including amendments and renewals. The report shall certify that the awards are in compliance with the Purchasing Protocols.
- (2) The Director, Corporate Services, or designate shall submit annually to the Board of Health an information report containing a list of suppliers for which the Health Unit has been invoiced a cumulative total value of \$100,000 or more in a calendar year. The list shall include total payments.

#### **5.18 Direct Solicitation of Divisions**

- (1) Unsolicited Proposals received by the Health Unit shall be reviewed by Director, Corporate Services, or designate.
- (2) Any procurement activity resulting from the receipt of an Unsolicited Proposal shall comply with the provisions of the Procurement Protocols.
- (3) A contract resulting from an Unsolicited Proposal shall be awarded on a noncompetitive basis only when the procurement complies with the requirements of a non-competitive procurement found in section 3.0 above.

#### **5.19 Lobby**

- (1) The Health Unit is committed to the highest standard of integrity with respect to the procurement process. Any activity designed to influence the decision process, including but not limited to, contacting board members, consultants and employees for such purposes as meetings of introduction, social events or meals shall result in disqualification of the bidder. The Health Unit will be entitled to reject a bid submission if any representative or bidder, including any parties that may be involved in a joint venture, consortium, subcontractor or supplier relationship, makes any representation or solicitation to any Board of Health member or employee.

#### **5.20 Local Preference**

- (1) In accordance with the Discriminatory Business Practices Act as amended, there shall be no local preference given to any bidder when awarding a bid.

### **5.21 Interference in Procurement Process**

- (1) Board members and employees shall not cause or permit anything to be done or communicated to anyone in a manner which is likely to cause any potential bidder to have an unfair advantage or disadvantage in obtaining a contract for goods and services.
- (2) Board members shall separate themselves from the procurement process and have no involvement whatsoever in specific procurements. Board members should not see any documents or receive any information related to a particular procurement while the process is ongoing. Board members who receive inquiries from bidders related to a specific procurement shall immediately direct those inquiries to the Associate Director of Finance.

### **5.22 Resolution of Questions of Protocol**

- (1) Any question involving the meaning or application of these Protocols is to be submitted to the Director, Corporate Services, or designate who will resolve the question.

### **5.23 Access to Information**

- (1) The disclosure of information received relevant to the issue of bid solicitations or the award of contracts resulting from bid solicitations shall be made by the appropriate officers in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.
- (2) All records and information pertaining to tenders, proposals and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information, supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:
  - (i) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organizations;
  - (ii) result in similar information no longer being supplied to the Health Unit where it is in the public interest that similar information continue to be so supplied;
  - (iii) result in undue loss or gain to any person, group, committee or financial institution or agency; or
  - (iv) result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Health Unit.

### **5.24 Protocol Amendment**

- (1) These Protocols or any provision of it may be amended by the Senior Leadership Team from time to time as long as, any change(s) is operational in nature and does not significantly alter the intention or goal of the Protocols.

## **6.0 CAPITAL ASSET PURCHASES/IMPROVEMENTS AND DISPOSAL**

- (1) All construction, renovations or alterations to leased premises under \$50,000 must be reviewed and approved by the Medical Officer of Health & Chief Executive Officer and the Director, Corporate Services, or designate. Projects over \$50,000 require the authorization of the Board of Health.
- (2) All purchases of computer hardware (including peripheral equipment) and software will be administered by the Manager, Information Technology.
- (3) All purchase of furniture will be administered by the Director, Corporate Services, or designate.
- (4) Finance will be notified upon receipt of all purchases involving capital assets to ensure proper accounting and asset-tracking methods are applied.
- (5) Finance will maintain an inventory of all capital assets that is in accordance to the Public Service Accounting Board guidelines (PSAB) and Generally Accepted Accounting Principles (GAAP).

### **Disposal of Assets**

- (6) All Divisions shall notify the Director, Corporate Services, or designate when items become obsolete or surplus to their requirements. The Director, Corporate Services, or designate shall be responsible for ascertaining if the items can be of use to another Division rather than disposed of.
- (7) Items that are not claimed for use by another Division may be sold. If there is no suitable market, then the item could be considered for donation.

## 7.0 EXCLUDED GOODS AND SERVICES

The following purchases of good and services are excluded from the Procurement Protocols:

- (1) Purchases under the Petty Cash policy
- (2) Training and Education including:
  - (i) Conferences
  - (ii) Courses
  - (iii) Conventions
  - (iv) Subscriptions
  - (v) Memberships
  - (vi) Association fees
  - (vii) Periodicals
  - (viii) Seminars
  - (ix) Staff development and training including all related equipment, resources, and supplies
  - (x) Staff workshops including all related equipment, resources, and supplies
- (3) Refundable Employee Expenses including:
  - (i) Cash advances
  - (ii) Meal allowance
  - (iii) Travel expenses
  - (iv) Accommodation
- (4) Employer's General Expenses including:
  - (i) Payroll deductions remittances
  - (ii) Medicals
  - (iii) Insurance premiums
  - (iv) Tax remittances
- (5) Licenses, certificates, and other approvals required.
- (6) Ongoing maintenance for existing computer hardware and software.
- (7) Professional and skilled services to clients as part of Health Unit programs including but not limited to medical services (Clinics), counseling services, Speech and Language services and child care.
- (8) Other Professional and Special Services up to \$100,000 including:
  - (i) Additional non-recurring Accounting and Auditing Services
  - (ii) Legal Services
  - (iii) Auditing Services
  - (iv) Banking Services
  - (v) Group Benefits (inc. Employee Assistance Program)
  - (vi) General Liability Insurance
  - (vii) Realty Services regarding the Lease, Acquisition, Demolition, Sale of Land and Appraisal of Land.

## **8.0 REVIEWING AND EVALUATING EFFECTIVENESS**

- (1) The Health Unit's Auditor shall review and test compliance with the Procurement Protocols during its annual audit, and report any non-compliance to the MOH / CEO on a yearly basis.
- (2) The Senior Leadership Team will review the Protocols annually to ensure the goals and objectives are being met.

## 9.0 APPENDICES

### Appendix A

#### IRREGULARITIES CONTAINED IN BIDS

IRREGULARITY	RESPONSE
1. Late Bids	Automatic rejection, not read publicly and returned unopened to the bidder.
2. Unsealed Envelopes	Automatic rejection
3. Insufficient Financial Security (No bid deposit or insufficient bid deposit)	Automatic rejection
4. Failure to insert the name of the bonding company in the space provided for in the Form of Tender.	Automatic rejection
5. Failure to provide a letter of agreement to bond where required.	Automatic rejection
6. Incomplete, illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind.	May be rejected as informal
7. Documents, in which all necessary Addenda have not been acknowledged.	Automatic rejection
8. Failure to attend <b>mandatory</b> site visit.	Automatic rejection
9. Bids received on documents other than those provided by the Health Unit.	Automatic rejection
10. Failure to insert the Tenderer's business name in one of the two spaces provided in the Form of Tender.	Automatic rejection
11. Failure to include signature of the person authorized to bind the Tenderer in the space provided in the Form of Tender.	Automatic rejection
12. Conditions placed by the Tenderer on the Total Contract Price.	Automatic rejection
13. Only one bid is received.	a) Bid returned unopened if additional bids could be secured. b) If the bid should be considered in the opinion of the Director, Corporate Services, or



IRREGULARITY	RESPONSE
	designate, and is found acceptable, then it may be awarded.
14. Bids Containing Minor Mathematical Errors	<ul style="list-style-type: none"> <li>a) If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly</li> <li>b) If both the unit price and the total price are left blank, then both shall be considered as zero.</li> <li>c) If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.</li> <li>d) If the total price is left blank for a lump sum item, it shall be considered as zero.</li> <li>e) If the Tender contains an error in addition and/or subtraction and/or transcription in the approved tender documentation format requested (i.e. not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern.</li> <li>f) Tenders containing prices which appear to be so unbalanced as to likely affect the interests of the Health Unit adversely may be rejected.</li> </ul>

## Appendix B

### Summary of Types of Procurement with Goals

Competitive Process Seeking Multiple Bids or Proposals				Non-Competitive Procurement
Request for Proposal	Request for Tender	Request for Quotation	Informal Low Value Procurement	
<p>To implement an <u>effective</u>, <u>objective</u>, <u>fair</u>, <u>open</u>, <u>transparent</u>, <u>accountable</u> and <u>efficient</u> process for obtaining unique proposals designed to meet broad outcomes to a complex problem or need for which there is no clear or single solution.</p> <p>To select the proposal that earns the highest score and meets the requirements specified in the competition, based on qualitative, technical and pricing considerations.</p>	<p>To implement an <u>effective</u>, <u>objective</u>, <u>fair</u>, <u>open</u>, <u>transparent</u>, <u>accountable</u> and <u>efficient</u> process for obtaining competitive bids based on precisely defined requirements for which a clear or single solution exists.</p> <p>To accept the lowest bid meeting the requirements specified in the competition.</p>	<p>Same as for Request for Tender, except that bid solicitation is done primarily on an <u>invitational basis from a pre-determined bidders</u> list but may be supplemented with public advertising of the procurement opportunity.</p>	<p>To obtain <u>competitive pricing</u> for a one-time procurement in an expeditious and cost effective manner through phone, fax, e-mail, other similar communication method, vendor advertisements or vendor catalogues.</p>	<p>To allow for procurement in an <u>efficient and timely manner</u> without seeking competitive pricing.</p>

## Appendix C

### Procurement Circumstances

Item	Competitive Process Seeking Multiple Bids or Proposals				Non-Competitive Procurement
	Request for Proposal	Request for Tender	Request for Quotation	Informal, Low Value Procurement	
Dollar value of procurement	> \$100,000	> \$100,000	\$10,000-\$100,000	\$5,000 - \$10,000	< \$5,000 or Any value, subject to proper authorization
Purchaser has a clear or single solution in mind and precisely defines technical requirements for evaluating bids or proposals	Rarely	Always			
In evaluating bids/proposals from qualified bidders, price is the primary factor and is not negotiated	Low to Moderate Likelihood	Always			Not Applicable

## Appendix D

### Descriptive Features of Procurement Processes

Item	Competitive Process Seeking Multiple Bids or Proposals				Non-Competitive Procurement
	Request for Proposal	Request for Tender	Request for Quotation	Informal, Low Value Procurement	
Sealed bids or sealed proposals required	Always			Not Applicable	
Issue a Request for Information or a Request for Expressions of Interest/Pre-qualification prior to or in conjunction with a call for bids or proposals	Moderate to High Likelihood	Low to Moderate Likelihood		Not Applicable	
Call for bids or proposals advertised	Always if greater than \$100,000, otherwise sometimes.	Always	Should consider	Not Applicable	
Formal process used to pre-qualify bidders/proponents (i.e. Request for Pre-qualification)	Moderate to High Likelihood		Low Likelihood	Not Applicable	
Seek bids or proposals from known bidders/proponents (Bidders List)	Moderate to High Likelihood	Low to Moderate Likelihood	Always	Moderate to High Likelihood	

**Appendix D (Cont'd)**

**Descriptive Features of Procurement Processes (Cont'd)**

Item	Competitive Process Seeking Multiple Bids or Proposals				Non-Competitive Procurement
	Request for Proposal	Request for Tender	Request for Quotation	Informal Low Value Procurement	
Two-envelope <sup>1</sup> or similar multi-stage approach used	Moderate to High Likelihood	Not Applicable			
Bids or proposals opened and reviewed at a meeting (** Public or not) (excluding proprietary information)	Always	Always	Moderate to High Likelihood	Not Applicable	
Type of agreement with supplier	Purchase order, legally executed agreement, or blanket contract (standing agreement/offer).			Purchase by cash, purchase order, or credit card.	Cash, purchase order, credit card, legally executed agreement, or blanket contract (standing agreement/offer)
May include In-house bidding in addition to external bidding	No			Not applicable	

<sup>1</sup> In the two-envelope approach, qualitative and technical information is evaluated first and pricing information in a separate envelope is evaluated thereafter only if the qualitative and technical information meet a minimum score requirement predetermined by the municipality/local Board. For more details, see Appendix F.

## Appendix E

### THE “TWO-ENVELOPE” PROCUREMENT PROCESS

The two-envelope approach is used when the purchaser wants to evaluate the technical and qualitative information of a given proposal without being influenced by prior knowledge of the corresponding pricing information. Proposal evaluation is done usually by a team of staff from possibly more than one department who have relevant expertise for making the evaluation.

In the two-envelope approach, each proponent must submit qualitative and technical information in a sealed envelope (envelope one) and pricing information in a second sealed envelope (envelope two). The contents of envelope one are evaluated and scored according to pre-determined criteria such as relevant firm experience, project team's qualifications/experience, personnel time allocation, understanding of scope of work, methodology/thoroughness of approach, quality and completeness of proposal submission, etc.

When the scoring of envelope one is completed, then the pre-determined process for moving to envelope two is followed. In some procurement strategies, a minimum score threshold is in place at envelope one, and only proposals which meet or exceed that threshold are eligible to proceed to the opening of envelope two and subsequent price evaluation. If a proposal is not eligible to proceed to price evaluation, the proponent is disqualified from further consideration and the second envelope is returned to the proponent unopened.

For each proposal where envelope two is opened, the bid price(s) are scored according to the pre-determined process. The particular procurement and evaluation strategy will dictate the process for scoring the price and subsequently taking the scores from the envelope one and envelope two processes into account, resulting in a total evaluated score for the proposal. The total evaluated scores are ranked, and the proposal with the highest ranked score is considered the successful proposal, unless council or the local Board, as applicable, decides otherwise. In the event of a tie, the pre-determined process for handling a tie is followed.

TO: Chair and Members of the Finance & Facilities Committee

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2016 December 01

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## 2017 BUDGET – PBMA PROPOSALS

*It is recommended that the Finance and Facilities Committee:*

- 1) Approve [Appendix A](#), PBMA Recommended Disinvestments totaling \$474,112;
- 2) Approve [Appendix B](#), PBMA Recommended Investments totaling \$479,655; and
- 3) Receive [Appendix C](#), Other Proposals.

### Key Points

- There are a total of 22 Program Budgeting Marginal Analysis (PBMA) proposals being recommended for inclusions in the 2017 budget.
- Additionally, nine proposals were submitted that are not recommended for incremental funding through the 2017 budget process. These can be found in [Appendix C](#).

### Background

At the November 3<sup>rd</sup> Finance and Facilities Committee meeting the members received Report No. 041-16FFC, re: “Proposed Resource Reallocation for the 2017 Budget” for information. The report outlined the processes used to select the various Program Budget Marginal Analysis (PBMA) proposals for consideration in the 2017 Health Unit budget. The report was an information report giving the Finance and Facilities Committee an opportunity to review the selected proposals for investment and disinvestment to ask questions and identify areas where they would like further information before final approval.

### Proposed PBMA Disinvestment and Investment Opportunities

There are a total of 22 proposals being recommended by the Senior Leadership Team (SLT) for inclusion into the 2017 Health Unit budget, 15 disinvestments (totaling \$474,112) and 7 investments (totaling \$479,655). Descriptions of the proposals have been included for recommended disinvestments ([Appendix A](#)), recommended investments ([Appendix B](#)), and those proposals that are not recommended for incremental funding through the 2017 budget process ([Appendix C](#)).

### Next Steps

As part of the 2017 budget process, 22 PBMA proposals are being recommended for inclusion in the operating budget which will be presented to FFC on January 12<sup>th</sup> and approved by the Board of Health on January 19<sup>th</sup>, 2017.

This report was prepared by Mr. Jordan Banninga, Manager, Strategic Projects.



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

## 2017 PBMA Recommended Disinvestments

Dept.	No.	Proposal	Value	FTE	Score
CS	#1-0020	Accounting & Administrative Assistant	-\$ 25,000.00	0.50	-68
EHID	#1-0009	Student Public Health Inspector Position	-\$ 16,000.00	0.00	-12
EHID	#1-0010	Health Hazard Investigation	-\$ 25,525.00	0.30	-131
EHID	#1-0011	Reduce Public Health Nurse in Sexual Health Clinic	-\$ 82,419.00	0.80	-35
EHID	#1-0026	Vector-Borne Disease Lab Technician	-\$ 80,000.00	1.00	-5
EHID	#1-0038	Disinvestment of Operational Resources	-\$ 5,000.00	0.00	-21
FS	#1-0004	Partial Disinvestment of Rapid Risk Factor Surveillance System	-\$ 14,999.00	0.00	-49
General Rev. / Exp.	#1-0030	Insurance Premiums	-\$ 10,000.00	0.00	0
General Rev. / Exp.	#1-0042	Cell Phone Hardware	-\$ 20,000.00	0.00	0
HL	#1-0023	Program Assistant	-\$ 62,784.00	1.00	-9
HL	#1-0024	Community Drug Strategy Realignment	-\$ 38,257.00	0.50	-16
HS	#1-0013	"Let's Grow" Advertising Budget	-\$ 10,000.00	0.00	-15
HS	#1-0014	Prenatal Education Casual Public Health Nurse Support	-\$ 10,000.00	0.00	-39
HS	#1-0021	Realign Family Health Clinic	-\$ 64,128.00	0.50	-50
OMOH	#1-0002	Communications Advertising Account	-\$ 10,000.00	0.00	-145
		<b>Total</b>	-\$ 474,112.00	-4.60	-595



## **Recommended Disinvestment Descriptions**

### **1-0020 – Accounting and Administrative Assistant**

The Finance team requires less data entry from source documents due to process improvements including on-line mileage reimbursements and automated payroll timesheets and vacation / absence records. This proposal would reduce a 0.5FTE but leave approximately \$8,600 for short term help to cover the circumstances mentioned above (approximately 8 weeks).

### **1-0009 – Student Public Health Inspector Position**

This proposal will eliminate one Student Public Health Inspector (PHI) position. The Middlesex-London Health Unit (MLHU) capacity to hire 2-3 students between May and September will be reduced to 1-2 students.

### **1-0010 – Health Hazard Investigations**

For Marijuana Grow-op assessments, PHIs will no longer review reports and consult with contractors as it relates to compliance with the MLHU established guideline. Rather, PHIs will provide the guideline to the consultants so that they are aware of best practices. Significant demolition projects should still be reviewed given the wide scale public health implications, however the majority of smaller permits will not be reviewed. Also of relevance is the reduction in work that was performed for the cooler tower registration project.

### **1-0011 – Reduce Public Health Nurse in Sexual Health**

A program review of Sexual Health Clinic Services was completed in 2015 with recommendations identified. One of the recommendations is to change the scope of the clinic to align more completely with our public health mandate. The Clinic and Sexual Health Promotion Team is now the Sexual Health team, PHN's are now cross-trained and as a result, there is less need for PHN support in the Sexual Health

### **1-0026 – Vector-Borne Disease Lab Technician**

With the current role, the VBD Laboratory Technician identifies the larvae and ticks, and trains the seasonal staff to identify larvae. The Middlesex-London Health Unit (MLHU) contracts out the larval mosquito surveillance, control, and mosquito identification and viral testing services. The contracted companies offer larval identification free of charge and are able to train seasonal staff at a reasonable cost, if the need arises.

### **1-0038 – Disinvestment of Operational Resources**

Discontinue the immunization inserts (ads) in two parent resource guides and an additional decrease in the travel and program supply and medical budgets.

### **1-0004 – Partial Disinvestment of Rapid Risk Factor Surveillance System**

This proposal would downsize the survey package which MLHU is used to purchasing each year. Decreasing the average interview length from 16 minutes down to 10 minutes

### **1-0030 – Insurance Premiums**

With the renewal of the insurance policy with Cowan insurance the MLHU can realize an additional \$10,000. This is based on the 2016 contract cost.

### **1-0042 – Cell Phone Hardware**

As a result of favourable pricing through negotiations of the new Rogers contract for cell phones, \$20,000 can be reduced.

### **1-0023 – Program Assistant for Child and Youth Team**

Over the past years the responsibilities of the Program Assistant for both teams has changed and we anticipate future programming changes that will also reduce the workload of the Program Assistants. Much of this change is due to increased use of electronic resources

### **1-0024 – Community Drug Strategy Realignment**

A decision has been made to assign the coordination of the Community Drug Strategy to one of the two Social Determinants of Health Public Health Nurse positions at MLHU. These are 100% provincially funded positions. This proposal would eliminate the 0.5 FTE Health Promoter role but maintain the work that MLHU performs regarding the strategy.

### **1-0013 –“Let’s Grow” Advertising Budget**

Let's Grow advertising would be comprehensively integrated into the existing and ongoing multi-strategy approaches implemented by the Early Years Team, ensuring links to the Let's Grow section of the MLHU website This integration of advertising would thereby eliminate the need for a specific Let's Grow advertising budget

### **1-0014 – Prenatal Education Casual Public Health Nurse Support**

In 2016, a planning process resulted in changes being made to the delivery of the Reproductive Health Teams prenatal education program, resulting in less casual/contract Public Health Nurse requirements to run the program. In addition, it is anticipated that there will be reduced PHN orientation requirements in 2017.

### **1-0021 – Realign Family Health Clinic**

A review of the FHC program in August 2016 raised questions about the need for continuing to provide services at the clinic within its current structure. At present, this proposal maintains FHC services for targeted clients, and also recognizes that there are primary care providers in our community who can provide ongoing services. Based on the review of the FHC, this proposal supports a disinvestment of the NP position for the FHC from 1.0 FTE to 0.5 FTE

### **1-0002 – Communications Advertising Budget**

This proposal is to reduce the "We're Here for You" awareness campaign by 30% for 2017. By using a modified advertising strategy, which relies more heavily on increased use of social media advertising over traditional display advertising (billboards, transit, etc.), the number of impressions should remain high.

## 2017 PBMA Recommended Investments

Dept.	No.	Proposal	Value	FTE	Score
EHID	#1-0018	Public Health Nurse for Tuberculosis	\$ 31,158.00	0.30	241
EHID	#1-0025	HIV Prevention and Control	\$ 275,000.00	3.00	293
EHID	#1-0029	Vulnerable Occupancy Inspection Work	\$ 25,425.00	0.30	224
FS	#1-0006	Increase Program Evaluation Capacity	\$ 14,467.00	0.25	265
HL	#1-0027	Public Health Dietitian	\$ 82,093.00	1.00	231
HS	#1-0035	Healthy Babies Healthy Children Public Health Nurse	\$ 51,512.00	0.50	287
OMOH	#1-0003	Increase Marketing Coordinator Capacity	\$ -	0.50	136
		<b>Total</b>	\$ 479,655.00	5.85	1677

### Recommended Investment Descriptions

#### 1-0018 – Public Health Nurse for Tuberculosis

Due to the tuberculosis program and clinic planning and evaluation process, the volume and number of clients screened and seen in clinics will decrease dramatically; however, MLHU is committed to seeing existing clients until the end of their latent tuberculosis infection treatment. Therefore, current clinic volumes will not subside for at least 9-12 months. This proposal seeks to maintain 2016 Public Health Nurse Capacity.

#### 1-0025 – HIV Prevention and Control

Hospital-based HIV care has not been effective in retaining hard-to-reach persons who inject drugs (PWID) in care. Instead, comprehensive outreach models have been proven to be more effective in reaching the most vulnerable populations such as PWID. Outreach team consisting of a Community HIV Program Lead, and two other positions. These will be filled by two of the following: a nurse, an outreach worker, or a social worker. The outreach team will focus on connecting with the care options that are currently available in the community (Regional HIV/AIDS Connection, London InterCommunity Health Centre, etc.). This means they are meeting clients wherever they are: in their homes; in parks; in streets and alleys; hotels; clinics; and community centres. Ongoing funding is needed to continue to maintain the HIV strategy.

#### 1-0029 – Vulnerable Occupancy Inspection Work

This initiative will provide time (0.3 FTE) for a Public Health Inspectors to work more closely with group home operators and other vulnerable occupancies that would not fall under the new bylaw, to assess risks, provide meaningful intervention and consult with operators in an effort to address unsafe / unhealthy living environments. Staff will also inquire with the City of London to see if there is additional funding available to meet the new by-law.

**1-0006 – Increase Program Evaluation Capacity**

Current Program Evaluator complement of 4.75 FTE is not sufficient to support program planning and evaluation needs. By expanding the existing Program Evaluator complement to 5.0 FTE, support needs within MLHU will be better met, enhancing organizational capacity to address strategic objectives and priorities, as well as legislated requirements detailed in the Foundational Standard.

**1-0027 – Public Health Dietician**

The proposed change is the addition of a 1.0 FTE dietitian to the Healthy Living division, to support Healthy Living and Healthy Start. Both divisions agree there is a need for additional dietitian resources to support the increased demand for programs and services relating to healthy eating. Overall this investment will enhance MLHU's work relating to food literacy, food skills and the food environment, and to support the creation of a healthy and sustainable food system in Middlesex-London.

**1-0035 – Healthy Babies Healthy Children Public Health Nurse**

Increased numbers of referrals for families screened with risk were received by the MLHU HBHC home visiting program. This PBMA proposal supports the addition of a 0.5 FTE PHN to support the increase in the number of vulnerable families, including Syrian newcomer families, who are accessing the HBHC home visiting program.

**1-0003 – Increase Marketing Coordinator Capacity**

Increasing the role of the Marketing Coordinator, and by extension reducing the need for the services of external design firms, would also increase the capacity of the Communications Team and would ensure consistency of design, resulting in a strengthened MLHU brand. In addition, a much needed review of the MLHU Graphic Standards, in place since 2004, is a project that could be undertaken in-house if this investment proposal is approved, eliminating the need to hire an external contractor to do the work. Funds will be reallocated from existing print and design budgets throughout the Health Unit to cover approximately \$39,000, reflecting the reported \$0 value.

## 2017 PBMA Other Proposals\*

<i>Dept.</i>	<i>Investment / Disinvestment</i>	<i>#</i>	<i>Proposal</i>	<i>Value</i>	<i>FTE</i>	<i>Score</i>
Cross-MLHU	Investment	#1-0022	Collective Bargaining Joint Training	\$ 18,500.00	0.00	171
Cross-MLHU	Investment	#1-0040	Staff Education for Health Equity/SDOH	\$ 17,000.00	0.00	172
CS	Investment	#1-0036	Summer Co-op student in IT	\$ 10,000.00	0.00	105
EHID	Investment	#1-0017	Increase in Clinic Team Assistant for Infectious Disease Team	\$ 14,794.00	0.20	46
EHID	Investment	#1-0019	EHID Policy & Procedure lead	\$ 103,026.00		183
EHID	Investment	#1-0028	Climate Change Adaptation in Middlesex County	\$ 27,425.00	0.30	230
EHID	Investment	#1-0039	ISPA (Immunization of School Pupils Act) compliance	\$ 42,700.00	0.60	178
FS	Investment	#1-0005	MLHU Planning and Evaluation Framework website development	\$ 20,000.00	0.00	138
HL	Investment	#1-0032	Sugar Sweeten Beverage Policy Process	\$ 30,000.00	0.00	215
OMOH	Disinvestment	#1-0001	Reduce Executive Assistant capacity in OMOH	\$ 14,400.00	0.20	-133

\*All of these proposals relate to important Health Unit work, and most will be moving forward in some form or other (e.g. reallocation of existing funds, redesign of work, proposal transfer to variance process, etc).

### Proposal Descriptions

#### 1-0022 Collective Bargaining Joint Training

It was proposed that funding be allocated in 2017 for a customized program on "Collective Bargaining Joint Training" for the members of the management negotiation teams and the union negotiation team (total 16 participants). This two day program is provided to train employees to work effectively during bargaining and negotiations by establishing joint guidelines for moving through the negotiation process effectively. This will instead be funding through existing training resources at the health unit.

#### 1-0040 Staff Education for Health Equity/SDOH

This proposal would have provided funding to enable participation in knowledge exchange activities related to health equity and the social determinants of health, to fulfil strategic goals within the organization. Similar to 1-0022, this will instead be funding through existing training resources at the health unit.

**1-0036 Summer Co-op student in IT**

A Summer Co-op IT Helpdesk student would assist with vacation coverage throughout summer months. It will also assist with developing MLHU's positive reputation as a technologically innovative and progressive organization among Fanshawe technology students and recent graduates. This initiative will also afford us more flexibility in summer vacation planning.

**1-0017 Increase in Clinic Team Assistant for Infectious Disease Team**

A 1-year increase of 0.2FTE would boost dedicated TB CTA time to 0.5 FTE. This new level of support would better match the clinical component requirements of the TB group over the next year as they wind down the volume of clients seen in their clinics (as per decreases in clinics as per 2016 TB clinic program planning & review).

**1-0019 EHID Policy & Procedure lead**

This proposal would invest in a temporary, 1-yr PHN (or equivalent) position to lead the consolidation, modernization and standardization of all policies and procedures within the EHID Division. The policies and procedures within EHID are too numerous, out of date and need of revamping.

**1-0028 Climate Change Adaptation in Middlesex County**

This proposal would enable staff allocation to build collaborations and engage with rural communities in Middlesex-London and prepare a report on the climate change and health vulnerabilities of the Middlesex County.

**1-0039 ISPA (Immunization of School Pupils Act) compliance**

Funding was requested for a full time PHN and a full time PA from September to December 2017 to address the outstanding back-log of work. The additional PHN and PA would allow additional grades to be assessed and suspended, when needed moving the Health Unit towards ISPA compliance.

**1-0005 MLHU Planning and Evaluation Framework website development**

This proposed initiative was to develop an externally accessible website to host the Planning and Evaluation Framework (PEF) visual, guides and tools (hosted on the main MLHU website), to provide a flexible, user-friendly, electronic platform for the resource that MLHU users and community partners can reference and use.

**1-0032 Sugar Sweeten Beverage Policy Process**

This proposal requested support for the promotion, implementation and evaluation of policy interventions targeted to improve the food environment in Middlesex-London. Partnerships with the City of London Healthy Kids Community Challenge Grant will be leveraged where possible; however, it is anticipated that health unit funds would also be required.

**1-0022 Reduce Executive Assistant capacity in OMOH**

Portion of time Executive Assistant to the MOH currently spends supporting the MOH would be made available supporting other advanced administrative work.



TO: Chair and Members of the Finance & Facilities Committee

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2016 December 01

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## RENEWAL OF FOODNET CANADA MEMORANDUM OF AGREEMENT

### **Recommendation**

*It is recommended that the Finance & Facilities Committee receive and make a recommendation to the Board of Health to approve the Board Chair to sign the FoodNet Canada Memorandum of Agreement (2017-2020), as appended to Report No. 047-16FFC.*

### **Key Points**

- Since 2014, the Middlesex-London Health Unit has successfully participated in the Public Health Agency of Canada's FoodNet Canada program as the sentinel site in Ontario. This partnership has been mutually beneficial for the Health Unit, provincial public health stakeholders, and the Public Health Agency of Canada.
- Renewal of the FoodNet Canada Memorandum of Agreement is sought for another three-year term (2017 to 2020), with associated federal funding in the amount of \$508,792 over three years.

### **Background**

FoodNet Canada (FNC) is an enhanced integrated surveillance program for food- and water-borne illnesses that is funded by the Public Health Agency of Canada (PHAC). In 2014, the MLHU signed a three-year Memorandum of Agreement (MOA) with PHAC to participate in the FNC program as the Ontario sentinel site.

MLHU is responsible for carrying out two of the four components of the FNC program: enhanced follow-up of human cases of food- and water-borne illnesses reported among Middlesex-London residents, and purchasing retail food items of interest to be sent to a laboratory so they can be tested for infectious pathogens that can cause illnesses. Funding provided by PHAC to MLHU includes a 1.0 FTE Site Coordinator, and a 0.2 FTE Public Health Inspector (PHI) to conduct weekly sampling in grocery stores across the Middlesex-London region. Funding is also provided for office expenses, administration, and staff training.

Participation in FNC to date is felt to be a great success, and one that is mutually beneficial for the MLHU, provincial public health partners, and PHAC. Some of the benefits to MLHU have included:

- Recognition of MLHU as a provincial leader in infectious disease surveillance;
- Closer working relationships with key partners participating on the FNC Ontario sentinel site steering committee, including Public Health Ontario, public health laboratories, and the Ontario Ministry of Agriculture, Food, and Rural Affairs;
- Collaboration with an expanded network of provincial and federal public health partners, and food and water safety experts;
- Enhancing knowledge and practice through access to evidence-based research and knowledge exchange activities.

## Memorandum of Agreement

To continue the successful partnership that has been established, renewal of the MOA for another three-year term is sought to replace the 2014-2017 MOA that expires on March 31, 2017. [Appendix A](#) of this report provides the 2017-2020 MOA; the full budget is outlined in [Appendix B](#). Table 1 below provides a summary of the budget for each of the three years.

**Table 1 – Summary of FoodNet Canada Ontario Sentinel Site Budget, 2017-2020**

Description	Fiscal Year*		
	2017/2018	2018/2019	2019/2020
<b>Site Coordination</b>			
Wages & Benefits	\$ 120,200	\$ 123,806	\$ 127,520
Office Expenses	4,000	4,000	4,000
Administrative Expenses	3,000	3,000	3,000
Training	2,500	2,500	2,500
<b>Total Site Coordination</b>	<b>\$ 129,700</b>	<b>\$ 133,306</b>	<b>\$ 137,020</b>
<b>Retail Sampling</b>			
Wages & Benefits	\$ 17,233	\$ 17,750	\$ 18,283
Retail sample purchases**	10,000	10,000	10,000
Travel**	7,500	7,500	7,500
<b>Total Retail Sampling</b>	<b>\$ 34,733</b>	<b>\$ 35,250</b>	<b>\$ 35,783</b>
<b>Total FoodNet Canada budget</b>	<b>\$ 164,433</b>	<b>\$ 168,556</b>	<b>\$ 172,803</b>

\* FoodNet Canada operates on a fiscal year running from April 1 to March 31 of the subsequent calendar year.

\*\* Public Health Agency of Canada is invoiced for the actual costs incurred.

FNC Ontario sentinel site program and the associated funding are 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 to maintain the operating budget accordingly.

This report was prepared by Amy Pavletic, FoodNet Canada Ontario Site Coordinator, Tristan Squire-Smith, Manager Infectious Disease Control team, and Alison Locker, Acting Manager Program Planning and Evaluation team.



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





## 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 60 days 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](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](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](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 (pilot phase) and in the Middlesex-London Health Unit from August 2014 to March 31, 2017; 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 2017-2018, 2018-2019 and 2019-2020.

## **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 quarterly 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 depersonalized<sup>1</sup> 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.

<sup>1</sup> 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: [Connie.Bernard@phac-aspc.gc.ca](mailto:Connie.Bernard@phac-aspc.gc.ca)

If sending invoices by regular mail, send to:

Connie Bernard, FoodNet Canada  
Centre for Food-borne, Environmental and Zoonotic Infectious Diseases  
Public Health Agency of Canada  
Unit 120-255 Woodlawn Road, West

Guelph, N1H 8J1

## 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.



## Appendix B

**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 3, 2017 to March 31, 2018

Salary and Benefits*	<b>\$120,200.00</b>
*includes annual compensation adjustment	
Miscellaneous Costs:	
Office:	<b>4,000.00</b>
Administration:	<b>3,000.00</b>
Training:	<b>2,500.00</b>
Total cost Site Coordinator per fiscal year:	<b>\$129,700.00</b>

Fiscal Year April 1, 2018 to March 31, 2019

Salary and Benefits*	<b>\$123,806.00</b>
*includes annual compensation adjustment	
Miscellaneous Costs:	
Office:	<b>4,000.00</b>
Administration:	<b>3,000.00</b>
Training:	<b>2,500.00</b>
Total cost Site Coordinator per fiscal year:	<b>\$133,306.00</b>

Fiscal Year April 1, 2019 to March 31, 2020

Salary and Benefits*	<b>\$127,520.00</b>
*includes annual compensation adjustment	
Miscellaneous Costs:	
Office:	<b>4,000.00</b>
Administration:	<b>3,000.00</b>

Training: **2,500.00**

Total cost Site Coordinator per fiscal year: **\$137,020.00**

## 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 3, 2017 to March 31, 2018

\$55.95 per hour at 7 hours per day per week for 44 weeks: **\$17,233.00** per fiscal year  
\*includes annual compensation adjustment

##### Fiscal Year April 1, 2018 to March 31, 2019

\$57.63 \* per hour at 7 hours per day per week for 44 weeks: **\$17,750.00** per fiscal year  
\*includes annual compensation adjustment

##### Fiscal Year April 1, 2019 to March 31, 2020

59.36\* per hour at 7 hours per day per week for 44 weeks: **\$18,283.00** per fiscal year  
\*includes annual 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	<b>\$ 10,000.00</b> per fiscal year
Travel (Mileage)	<b>\$ 7,500.00</b> per fiscal year

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>

### 2.3 Supplies

Supplies and replacements for retail sampling will normally be provided by FoodNet Canada, but if required and FoodNet Canada and MLHU agree, supplies may be purchased by MLHU but **shall not exceed** the following amount:

Supplies	<b>\$ 1,000.00</b> per fiscal year
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**3. Total MOA Cost (Site Coordinator plus Retail Food Sampling) per fiscal year:**Fiscal Year April 3, 2017 to March 31, 2018Not to exceed: **\$165,433.00**Fiscal Year April 1, 2018 to March 31, 2019Not to exceed: **\$169,556.00**Fiscal Year April 1, 2019 to March 31, 2020Not to exceed: **\$173,803.00**

4. Total MOA Cost for Site Coordinator and Retail Sampling April 3, 2017 - March 31, 2020:

Not to exceed: **\$508,792.00**

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: [connie.bernard@phac-aspc.gc.ca](mailto:connie.bernard@phac-aspc.gc.ca)

If sending invoices by regular mail, send to:

Attention: Connie Bernard, FoodNet Canada

Centre for Food-borne, Environmental and Zoonotic Infectious Diseases

Public Health Agency of Canada

Unit 120-255 Woodlawn Road, West

Guelph, N1H 8J1