

AGENDA
MIDDLESEX-LONDON BOARD OF HEALTH
Finance and Facilities Committee

50 King Street, London
Middlesex-London Health Unit – Room 3A
Thursday, June 8, 2017 10:00 a.m.

1. DISCLOSURE OF CONFLICTS OF INTEREST

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES – May 4, 2017, May 18, 2017 & May 19, 2017

4. NEW BUSINESS

- 4.1 2016 Reserve / Reserve Fund Balances (Report No. 024-17FFC)
- 4.2 Funding Apportionment (Report No. 025-17FFC)
- 4.3 Pending Funding Contracts (Report No. 026-17FFC)
- 4.4 Governance Policies – Part II (Governance Policy Review Continued)

5. OTHER BUSINESS

- Next meeting: Thursday, July 6, 2017 at 9:00 a.m., Room 3A, 50 King Street, London

6. CONFIDENTIAL

The Finance and Facilities Committee will move in-camera to discuss matters regarding identifiable individuals and a proposed or pending acquisition of land by the Middlesex-London Board of Health.

7. ADJOURNMENT



**PUBLIC MINUTES
FINANCE & FACILITIES COMMITTEE
MIDDLESEX-LONDON BOARD OF HEALTH**
50 King Street, London
Middlesex-London Health Unit – Room 3A
2017 May 4, 9:00 a.m.

COMMITTEE

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

Regrets: Ms. Joanne Vanderheyden

OTHERS PRESENT: Ms. Elizabeth Milne, Executive Assistant to the Board of Health and Communications (Recorder)
Ms. Laura Di Cesare, Secretary-Treasurer
Mr. Jordan Banninga, Manager, Strategic Projects
Dr. Gayane Hovhannisyian, Acting Medical Officer of Health
Ms. Heather Lokko, Director, Healthy Start
Mr. John Millson, Associate Director, Finance
Ms. Suzanne Vandervoort, Director, Healthy Living
Ms. Jennifer Proulx, Manager, Nurse Family Partnership
Ms. Debbie Shugar, Manager, Screening Assessment and Intervention

At 9:06 a.m., Chair Fulton called the meeting to order.

DISCLOSURES OF CONFLICTS OF INTEREST

Chair Fulton inquired if there were any conflicts of interest. None were declared.

APPROVAL OF AGENDA

Chair Fulton requested to defer item 4.1 to 10:00 a.m., when Ms. Vandervoort, Director, Healthy Start, would be able to attend to give a verbal update on the dental clinic.

It was moved by Mr. Peer, seconded by Mr. Meyer, *that the [AGENDA](#) for the May 4, 2017 Finance & Facilities Committee meeting be approved as amended.*

Carried

APPROVAL OF MINUTES

It was moved by Mr. Peer, seconded by Mr. Meyer, *that the MINUTES of the March 2, 2017 Finance & Facilities Committee meeting be approved.*

Carried

NEW BUSINESS

4.2 Ministry of Child and Youth Services Program Funding ([Report No. 014-17FFC](#))

Discussion ensued on the following items:

- The one-time funding for the purchase of equipment.
- The program targets, which are set based on program capacity rather than best practices.
- The wait times for assessment and treatment.

Mr. Peer noted that staff should be sufficiently strident in composing the letter, as outlined in the recommendation in this report.

Ms. Debbie Shugar provided context, outlined the request and why it is needed, and detailed items to be included in the letter to the Minister.

Mr. Helmer arrived at 9:11 a.m.

It was moved by Mr. Meyer, seconded by Mr. Helmer, *that the Finance & Facilities Committee receive Report No. 014-17FFC Ministry of Children and Youth Services Program Funding for information.*

Carried

It was moved by Mr. Peer, seconded by Mr. Helmer, *that the Finance & Facilities Committee recommend that the Board of Health write a letter to Minister Michael Coteau advocating for increased Preschool Speech and Language funding to avoid reduced services and longer wait times.*

Carried

4.3 Family Health Clinic: Update and Next Steps (Report No. 022-17FFC)

Ms. Lokko, Director, Healthy Start, introduced and provided context for this report, and explained why closing the clinic was the best course of action, both to meet budget requirements for 2017 and to reflect the mandate. Ms. Lokko outlined a transition plan to ensure that clients are not left without access to care.

Discussion ensued on the following items:

- The current number of clients accessing the Family Health Clinic, the proportion of clients that lack health cards, and the warm transfer that will be implemented to help connect clients to other service providers in the community to ensure there are no gaps in care.
- The inability to bill OHIP for patients treated in this clinic by the Nurse Practitioner.
- Why a closing date was chosen for the end of June, and whether this time frame is adequate to give clients sufficient notice so they may find alternative care.
- The prioritization of clients at higher risk and with more significant medical issues, who will be supported to transfer directly with a care provider to ensure no gap in coverage.

It was moved by Mr. Peer, seconded by Mr. Meyer, *that the Finance & Facilities Committee make a recommendation to the Board of Health to close the Family Health Clinic as of June 30, 2017, as outlined in Report No. 022-17FFC.*

Carried

4.4 Shared Library Services Partnership (SLSP) 2017–18 Transfer Payment Agreement (Report No. 015-17FFC)

It was moved by Mr. Meyer, seconded by Mr. Peer, *that the Finance & Facilities Committee:*

- 1) *Review the 2017–18 Transfer Payment Agreement (attached as [Appendix A](#) to Report No. 015-17FFC) and recommend that the Board of Health authorize the Board Chair to sign the agreement; and*
- 2) *Recommend that the Board of Health increase the 2017–18 Shared Library Services Partnership (SLSP) operating budget by \$4,210.75 to reflect the increased grant amount.*

Carried

4.5 2016 and 2017 MOHLTC-Approved One-Time Grants ([Report No. 016-17FFC](#))

Chair Fulton noted that the need to acknowledge receipt of these one-time grants will require changes to the amending agreement.

Discussion ensued on the following items:

- One-time funding for Syrian Newcomers—why it was needed and what will be done to manage future Newcomer populations.
- The rationale required for one-time funding.
- The funding clause for Tuberculosis (TB) case management.
- The Community Capital Grant.

It was moved by Mr. Helmer, seconded by Mr. Peer, *that the Finance & Facilities Committee:*

- 1) *Receive Report No. 016-17FFC for information; and*
- 2) *Recommend that the Board of Health authorize the Board Chair to sign Amending Agreement No. 6 to the Public Health Funding and Accountability Agreement as appended.*

Carried

4.6 The HIV and Hepatitis C Community Action Fund Contribution Agreement ([Report No. 017-17FFC](#))

Discussion ensued on the following items:

- How the funding model was decided upon to disburse the set amounts for each organization.
- The work that will be done; who will coordinate it; street-level outreach; and the Health Unit's capacity to ensure that outreach efforts address gaps in service.
- Timelines for hiring and building the street-level outreach team, which is to be assembled by month's end.

It was moved by Mr. Helmer, seconded by Mr. Peer, *that the Finance & Facilities Committee:*

- 1) *Recommend that the Board of Health authorize the Board Chair to sign the Contribution Agreement when it is received; and*
- 2) *Recommend to the Board of Health that the 2017 operating budget be revised to include \$82,924 in one-hundred-percent funding received from the Public Health Agency of Canada to help address the high-risk injection drug use in Middlesex-London, as outlined in [Appendix A](#).*

Carried

4.7 Great-West Life Benefits – Renewal Rates ([Report No. 018-17FFC](#))

Discussion ensued about pre-market rates; working with Aon Hewitt, and the role organizational experience plays in any given year, such that next year's rates may change once again.

It was moved by Mr. Meyer, seconded by Mr. Peer, *that the Finance & Facilities Committee review and make recommendation to the Board of Health to approve the renewal of the group insurance rates administered by Great-West Life as described in Report No. 018-17FFC re: Great-West Life Benefits – Renewal Rates.*

Carried

Ms. Vandervoort arrived at 9:58 a.m.

4.1 Dental Clinic – Verbal Update

Ms. Vandervoort gave a verbal update, in which she explained that staff are working to address certain outstanding questions, left to them by the Finance & Facilities Committee, regarding options for the Dental Clinic.

Ms. Vandervoort provided an update on the status of answers regarding the following items:

1. The different models and types of dental treatment clinics run by other health units.
2. The different funding models and/or community partnerships for the delivery of dental treatment services used by health units that do not offer on-site dental clinics
3. The processes used by other health units that do not offer any dental treatment services to ensure access to dental treatment for HSO clients.
4. The potential pathways in the community for the current clients of the MLHU's dental treatment clinic.

Ms. Vandervoort advised that staff have submitted a request for one-time funding to the Ministry to try to cover the potential Dental Treatment Clinic deficit in 2017. In addition, the MLHU staff have had a preliminary discussion with the Ministry regarding the possibility of becoming an HSO clinic and are waiting to hear from the Ministry on the possibility of being considered for an HSO clinic as well as the corresponding timelines. A consolidated report answering all of these questions will be brought back to the Finance & Facilities Committee in June.

It was moved by Mr. Helmer, seconded by Mr. Peer, *that the Finance & Facilities Committee receive the verbal report regarding the Dental Clinic for information.*

Carried

4.8 2017 Board Member Compensation ([Report No. 019-17FFC](#))

It was moved by Mr. Helmer, seconded by Mr. Peer, *that the Finance & Facilities Committee recommend that the Board of Health increase the Board member compensation rate for a half-day meeting to \$151.49 retroactively to January 1, 2017.*

Carried

Mr. Banninga arrived at 10:05 a.m.

4.9 Q1 Financial Update and Factual Certificate ([Report No. 020-17FFC](#))

Discussion ensued on the following items:

- Gapping and filling position vacancies across the organization.
- Forecasts for variances for each quarter, which will be brought to the Board and addressed as they arise.

Ms. Di Cesare drew the Committee's attention to the factual certificate, and noted that point number nine has been resolved. The Human Rights Tribunal (HRT) complaint that the Health Unit was facing has been dismissed.

Further discussion ensued on the following items:

- Making note of the change to point nine in the factual certificate for Q2, given that the date the decision was received fell in Q2.
- The application for one-time funding to cover the legal fees associated with addressing the HRT complaint.
- The approximate costs associated with addressing the HRT claim.

It was moved by Mr. Helmer, seconded by Mr. Meyer, *that the Finance & Facilities Committee review and recommend that the Board of Health to receive Report No. 020-17FFC re: Q1 Financial Update and Factual Certificate for information.*

Carried

4.10 Finance Policy Review ([Report No. 021-17FFC](#))

Chair Fulton clarified the process for policy review.

Mr. Banninga summarized the policy review process, and added that an additional appendix—Appendix A to Policy G-180—had been added. The additional appendix was distributed to those in attendance.

The Finance & Facilities Committee reviewed, discussed, clarified and provided direction on wording changes for the following policies: G-180, G190, G-210, G-240, G-250, G-310, G-320, G-330, G-410 and G-420.

Mr. Banninga provided a summary for each policy prior to discussion, outlining what had been changed, added or amended.

There were a number of revisions to be made, and Ms. Di Cesare advised that staff will review the policies to be changed. Policies with minor changes will be brought to the Governance Committee for review, while those with changes pertaining specifically to the Finance & Facilities Committee will be brought to that committee for review.

It was moved by Mr. Helmer, seconded by Mr. Peer, *that the Finance & Facilities Committee:*

- 1) *Receive Report No. 021-17FFC for information; and*
- 2) *Review and provide the Governance Committee with any amendments to the proposed policies attached as [Appendix B](#) to Report No. 021-17FFC.*

Carried

OTHER BUSINESS

The Finance & Facilities Committee will hold in-camera meetings on Thursday, May 18, and Friday, May 19, from 9:30 a.m. to 4:30 p.m., to discuss matters regarding a proposed or pending acquisition of land by the Middlesex-London Board of Health.

The next regularly scheduled meeting will be rescheduled for Thursday, June 8, at 10:00 a.m., in Room 3A, 50 King Street. The meeting was rescheduled in order to meet quorum.

It was moved by Mr. Meyer, seconded by Mr. Helmer, *that the Finance & Facilities Committee take a three-minute recess.*

Carried

CONFIDENTIAL

At 11:35 a.m., it was moved by Mr. Helmer, seconded by Mr. Meyer, *that the Finance & Facilities Committee move in-camera to discuss matters regarding labour relations and to consider the confidential minutes of the March 2, 2017 meeting.*

Carried

At 11:47 a.m., it was moved by Mr. Helmer, seconded by Mr. Peer, *that the Finance & Facilities Committee return to public session.*

Carried

ADJOURNMENT

It was moved by Mr. Helmer, seconded by Mr. Meyer, *that the Finance & Facilities Committee adjourn the meeting.*

Carried

At 11:47 a.m., Chair Fulton *adjourned the meeting.*

TRISH FULTON
Chair, Finance & Facilities Committee

LAURA DI CESARE
Secretary-Treasurer



PUBLIC MINUTES
FINANCE & FACILITIES COMMITTEE
MIDDLESEX-LONDON BOARD OF HEALTH
399 Ridout Street North, London
Middlesex-London Board of Health Boardroom
Thursday, May 18, 2017 9:30 a.m.

COMMITTEE

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

OTHERS PRESENT: Ms. Maureen Cassidy, Board member
Mr. Michael Clarke, Board member
Mr. Trevor Hunter, Board member
Mr. Kurtis Smith, Board member
Ms. Laura Di Cesare, Secretary-Treasurer
Dr. Christopher Mackie, Medical Officer of Health & CEO
Ms. Elizabeth Milne, Executive Assistant to the Board of Health & Communications (Recorder)
Mr. James Adas, Supervisor, Operations & Procurement
Mr. Jordan Banninga, Manager, Strategic Projects
Mr. John Millson, Associate Director, Finance
Ms. Tania Krysa, MTE Consultant
Mr. Carlos Henriquez, MTE Consultant
Mr. Guy Bellehumeur, GB Architect
Ms. Anne Classens, GB Architect
Mr. Alex Maehle, GB Architect
Mr. Don Bryant, Partner, McKenzie Lake

Chair Fulton called the meeting to order and welcomed those in attendance, making note that the purpose of the meeting was to discuss a proposed or pending acquisition of land by the Middlesex-London Board of Health. Chair Fulton invited a motion to move in-camera to begin the meeting.

CONFIDENTIAL

At 9:34 a.m., it was moved by Mr. Peer, seconded by Ms. Vanderheyden, *that the Finance & Facilities Committee move in-camera to discuss matters regarding a proposed or pending acquisition of land by the Middlesex-London Board of Health.*

Carried

Disclosure of Conflicts of Interest were requested and declared in Confidential session.

At 4:42 p.m., it was moved by Mr. Helmer seconded by Mr. Peer *that the Finance & Facilities Committee return to public session.*

Carried

OTHER BUSINESS

The next Finance & Facilities Committee will be Friday May 19, 2017 to continue to discuss matters regarding a proposed or pending acquisition of land by the Middlesex-London Board of Health.

ADJOURNMENT

It was moved by Mr. Helmer, seconded by Mr. Peer *that the Finance & Facilities Committee adjourn the meeting.*

Carried

At 4:42 p.m., Chair Fulton *adjourned the meeting.*

TRISH FULTON
Chair, Finance & Facilities Committee

LAURA DI CESARE
Secretary-Treasurer



**PUBLIC MINUTES
FINANCE & FACILITIES COMMITTEE
MIDDLESEX-LONDON BOARD OF HEALTH
399 Ridout Street North, London
Middlesex-London Board of Health Boardroom
Thursday, May 19, 2017 10:45 a.m.**

COMMITTEE

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

OTHERS PRESENT: Ms. Maureen Cassidy, Board member
Mr. Michael Clarke, Board member
Mr. Trevor Hunter, Board member
Mr. Kurtis Smith, Board member
Ms. Laura Di Cesare, Secretary-Treasurer
Dr. Christopher Mackie, Medical Officer of Health & CEO
Ms. Elizabeth Milne, Executive Assistant to the Board of Health & Communications (Recorder)
Mr. James Adas, Supervisor, Operations & Procurement
Mr. Jordan Banninga, Manager, Strategic Projects
Mr. John Millson, Associate Director, Finance
Ms. Tania Krysa, MTE Consultant
Mr. Richard Simms, KPMG
Mr. Igor Verechaka, KPMG

At 10:47 a.m., Chair Fulton called the meeting to order and advised that the Committee would go in-camera to discuss a proposed or pending acquisition of land by the Middlesex-London Board of Health.

Disclosure of conflict(s) of interest were requested and declared in-camera.

At 3:05 p.m., it was moved by Mr. Helmer seconded by Ms. Vanderheyden *that the Finance & Facilities Committee return to public session.*

Carried

ADJOURNMENT

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

Carried

At 3:05 p.m., Chair Fulton *adjourned the meeting.*

TRISH FULTON
Chair, Finance & Facilities Committee

LAURA DI CESARE
Secretary-Treasurer



TO: Chair and Members of the Finance & Facilities Committee

FROM: Laura Di Cesare, Acting Chief Executive Officer

DATE: 2017 June 8

2016 RESERVE / RESERVE FUND BALANCES

Recommendation

That the Finance & Facilities Committee recommends that the Board of Health:

- 1) *Approve a \$55,914 drawdown from the Sick Leave Reserve Fund to fund the 2016 sick leave payments to eligible staff;*
- 2) *Receive the 2016–17 Reserve / Reserve Fund Overview ([Appendix A](#)) for information; and*
- 3) *Forward Report No. 024–17FFC re: 2016 Reserve / Reserve Fund Balances to the City of London and the County of Middlesex for information.*

Key Points

- The 2016 Draft Financial Statements, as audited, require a total of \$55,914 in drawdowns from reserve funds for 2016 for sick leave benefits paid out due to an eligible staff member retiring.
- As reported in the Middlesex-London Health Unit’s 2016 Financial Statements, attached as [Appendix A](#), the balance of the reserve and reserve funds increased by a net amount of \$194,086.
- Due to the anticipated retirement of a staff member in 2017, a drawdown of the Sick Leave Reserve Fund in the amount of \$52,209 is projected.
- A planned \$250,000 contribution to the Technology and Infrastructure Reserve Fund is included in the Board-approved operating budget for 2017.

Background

In accordance with Policy 4-150, “Reserves and Reserve Funds,” planned contributions and drawdowns to the reserves or reserve funds will be included in the annual operating budget approved by the Board of Health. Any unplanned drawdowns will be approved by resolution of the Board of Health. The policy also states that each year a report will be provided to the obligated municipalities outlining the transactions of the reserve and reserve funds. An overview of the reserve and reserve fund balances to December 31, 2016, with projections for 2017, is attached as [Appendix A](#).

Planned Contributions

Included in the Board-approved operating budget for 2016 was \$250,000, representing the annual contribution to the Technology and Infrastructure Reserve Fund. A further \$250,000 contribution to the Fund is planned, and is included in the Board-approved operating budget for 2017.

2016 Reserve Fund Drawdowns

The 2016 Draft Financial Statements, as audited, include a total of \$55,914 in drawdowns from reserve funds for 2016. This drawdown is being recommended to cover sick leave benefits paid out on the retirement of an eligible staff member.

2017 Projected Drawdowns

A total of \$52,209 in drawdowns is currently projected for the 2017 operating year, and consists of payments to eligible staff members who are expected to retire.

Conclusion

It is recommended that the Board of Health approve the \$55,914 drawdown to the Sick Leave Reserve Fund to cover sick leave payments made in 2016.

This report was prepared by the Finance Team, Corporate Services Division.



Laura Di Cesare, CHRE
Acting Chief Executive Officer

Middlesex-London Health Unit
2016 - 2017 Reserve / Reserve Fund Overview

Reserve / Reserve Fund	Balance 31-Dec-15	2016		Projected Balance 31-Dec-16	2017 Projected		Projected Balance 31-Dec-17
		Contributions ²	Drawdowns		Contributions ²	Drawdowns	
Reserves set aside by the Board: Funding stabilization reserve ¹	\$ 818,258	\$ -	\$ -	\$ 818,258	\$ -	\$ -	\$ 818,258
Reserve funds set aside by the Board:							
Accumulated sick leave	137,946	-	(55,914)	82,032	-	(52,209)	29,823
Employment Costs	176,077	-	-	176,077	-	-	176,077
Technology and Infrastructure	500,000	250,000	-	750,000	250,000	-	1,000,000
Environmental - septic tank	6,044	-	-	6,044	-	-	6,044
Dental Treatment	128,360	-	-	128,360	-	-	128,360
Total reserve funds	\$ 948,427	\$ 250,000	\$ (55,914)	\$ 1,142,513	\$ 250,000	\$ (52,209)	\$ 1,340,304
Total reserves and reserve funds	\$ 1,766,685	\$ 250,000	\$ (55,914)	\$ 1,960,771	\$ 250,000	\$ (52,209)	\$ 2,158,562

Notes:

(1) 2016 limit as per policy = \$3,544,600

(2) Board of Health approved contributions



TO: Chair and Members of the Finance & Facilities Committee

FROM: Laura Di Cesare, Acting Chief Executive Officer

DATE: 2017 June 8

FUNDING APPORTIONMENT

Recommendation

That the Finance & Facilities Committee recommend that the Board of Health:

- 1) Maintain the current funding apportionment for municipally funded programs at 84% for the City of London and 16% for the County of Middlesex; and*
- 2) Forward Report No. 025-17FFC re: Funding Apportionment to the Councils of the City of London and County of Middlesex for information.*

Key Points

- In Middlesex-London, municipal funding for public health has been apportioned based on a percentage-of-population basis, with 84% of municipal funding being provided by the City of London and 16% by the County of Middlesex.
- Given the expected municipal funding requirements for 2017, a 1% change would equal \$72,558.
- The 2016 census data (see Table 1) suggests that this apportionment should remain the same.

Background

Historically, apportionment of municipal funding for cost-shared programs between the City of London and the County of Middlesex has been determined on a percentage-of-population basis. The apportionment for many years has remained at 84% for the City of London and 16% for the County of Middlesex. Population data is reviewed from time to time to see if changes are warranted. The last review was completed in February 2012, shortly after the census data was released. This report provides the results of the most recent review of the 2016 census data.

Population Analysis

Table 1 on the following page compares the 2006 and 2011 population statistics with the recent 2016 census data. As can be seen, rounding to the nearest percentage, the population percentage breakdown for City and County remains unchanged since the last census of 2011. Given the expected municipal funding requirements for 2017, a 1% change would equal \$72,558. Over the five-year period between the last two censuses, the City of London experienced an average growth rate of 4.81%, while in the County the average rate was 1.07%.

Table 1
2006, 2011 and 2016
City of London – County of Middlesex
Population Statistics and Percentage Breakdown⁽¹⁾

	2006	2011	2016	% change
County of Middlesex				
Adelaide Metcalfe	3,135	3,028	2,990	-1.25%
Lucan Biddulph	4,187	4,338	4,700	8.34%
Middlesex Centre	15,589	16,487	17,262	4.70%
Newbury	439	447	466	4.25%
North Middlesex	6,740	6,658	6,352	-1.22%
Southwest Middlesex	5,890	5,860	5,723	-4.60%
Strathroy Caradoc	19,959	20,978	20,867	-0.53%
Thames Centre	13,085	13,000	13,191	1.47%
Total	69,024	70,796	71,551	1.07%
City of London	353,874	366,191	383,822	4.81%
Grand Total	422,898	436,987	455,373	4.21%
Percentage Breakdown by Funder				
City of London	83.68%	83.80%	84.29%	
County of Middlesex	16.32%	16.20%	15.71%	
Total	100.00%	100.00%	100.00%	

(1) Source: Statistics Canada Census Data

Conclusion

In summary, the population of Middlesex-London has grown 4.21% over the past five years, with the majority of the growth taking place in the City of London. Rounding to the nearest percent, the funding apportionment would remain at 84% for the City of London and 16 % for the County of Middlesex.

This report was prepared by the Finance Team, Corporate Services Division.

Laura Di Cesare, CHRE
Acting Chief Executive Officer



TO: Chair and Members of the Finance & Facilities Committee

FROM: Laura Di Cesare, Acting Chief Executive Officer

DATE: 2017 June 8

PENDING FUNDING CONTRACTS

Recommendation

That the Finance & Facilities Committee recommend to the Board of Health:

- 1) *To authorize the Board Chair to sign the amended three year FoodNet agreement when it has been received from the Public Health Agency of Canada; and*
- 2) *That Report No. 026-17FFC, “Pending funding Contracts” be received for information.*

Key Points

- Three funding contracts are expected to be received and executed following the June 8 Finance & Facilities Committee meeting.
- The first is a contract with the Public Health Agency of Canada to provide a separate I-TRACK study in London due to the HIV epidemic and the urgent need to monitor drug-use patterns and injection practices among people who inject drugs in London.
- The second contract is with the Ontario HIV/AIDS Treatment Network (OATN) for approximately \$20,000 to hire a third-party agency to facilitate public consultations to maximize engagement and allow for a transparent and unbiased process.
- The third contract is with the Public Health Agency of Canada to provide up to \$508,752 in funding for the continuation of MLHU’s involvement in the FoodNet program over the next three years.

This report is intended to provide Finance & Facilities Committee members with information on three funding contracts that are expected to be received and executed following the June 8 meeting.

I-TRACK-4

The Public Health Agency of Canada (PHAC), in collaboration with provincial, regional and local health authorities and community stakeholders and researchers, has established I-TRACK, an enhanced surveillance system to track HIV- and hepatitis C–associated risk behaviours, as well as HIV and hepatitis C prevalence in injecting drug users (IDU) in urban and semi-urban centres across Canada. Four surveys have been done in both Toronto and Sudbury, two in Kingston and Thunder Bay, and one in London (2012). Ottawa has collected data since 1995 as part of the Surv-UDI network in Quebec.

MLHU staff began negotiations with PHAC on a separate I-TRACK study in London for 2017 due to the HIV epidemic and the urgent need to monitor drug-use patterns and injection practices among people who inject drugs in London, as well as to evaluate the impact of certain interventions (e.g., access to harm-reduction supplies). PHAC agreed to cover the cost of training and recruiting participants, as well as all expenses related to shipment and analysis of laboratory specimens. PHAC will also provide methodological guidance and support with data management and analysis. MLHU will be responsible for recruiting the participants and will provide overall coordination for the study. Recruitment of participants is expected to last six weeks. Implementation is planned to begin in November 2017. The Memorandum of Agreement (MOA) can be found in [Appendix A](#). It is expected that PHAC will review and sign the MOA by July 2017.

Public Consultation on Acceptability of Supervised Injection Services (SIS) in London

Following direction from the Board of Health to explore next steps in assessing the feasibility of the integrated SIS model for London (see [Report No. 005-17](#) re: Supervised Injection Services Feasibility), a local leadership group was formed with representation from the London Police Service, the Mayor's Office, Regional HIV and AIDS Connections (RHAC) and MLHU. In addition, we would like to establish an advisory committee with representatives from the Ontario HIV/AIDS Treatment Network (OATN), RHAC and the SIS feasibility study research team, as well as the Deputy Chief Medical Officer of Health of Ontario, to provide guidance on public and stakeholder consultations. A local third-party agency will be hired to facilitate public consultations to maximize engagement and allow for a transparent, unbiased process. OATN will cover the financial cost of the consultations, which is estimated at \$20,000. MLHU will enter into an agreement with OATN to facilitate the flow of funds both for the RFP process and for the hiring of the third-party agency.

FoodNet Canada

Middlesex-London Health Unit is one of three sentinel sites across Canada working with the Public Health Agency of Canada to provide surveillance of food and water-borne illness. Enteric illnesses such as salmonellosis, botulism and *E. coli* are monitored locally and reported to PHAC. Additionally, samples of retail food from grocery stores as well as water from small drinking water systems are collected and sent to be tested for pathogens associated with enteric illness. The MLHU benefits from participation in the program by having early notification and access to data associated with food-borne illnesses in the local community. PHAC provides sufficient funding to MLHU to support a 1.0 FTE Public Health Inspector as the local site coordinator as well as 0.2 FTE retail food sampler. Some epidemiological support is also incorporated into this funding. The full cost to MLHU for participating as a FoodNet sentinel site is provided through the PHAC funding agreement.

MLHU has completed its first three-year term as a sentinel site for FoodNet and has been invited to continue participation in the program for another three years. The draft contract for renewal to provide up to \$508,752 in funding over three years is attached as [Appendix B](#) and is accompanied by a summary of changes from the previous contract attached as [Appendix C](#). MLHU has requested that the removal of the period of notice for suspension or termination of the contract be reinstated or modified in order to provide for at least one month's notice by either party such as to allow for appropriate time to transition out of the contract in an orderly manner. PHAC is considering the request and will return the amended contract shortly. MLHU has no concerns regarding the other changes proposed by PHAC.

This report was prepared by the Office of the Medical Officer of Health, the Foundational Standard Division, the Finance Team, Corporate Services Division and the Infectious Disease Team, Environmental Health & Infectious Disease Division.



Laura Di Cesare, CHRE
Acting Chief Executive Officer

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. "Public Health Agency of Canada 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 Public Health Agency of Canada 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 willful or negligent act, omission or delay on the part of the Provider of Service, or the Providers of Services'

employees, agents, in performing the Work or as a result of the Work.

- 4.2. The Provider of Services shall indemnify PHAC and PHAC's servants and agents from all costs, charges and expenses whatsoever that PHAC sustains or incurs in all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or other intellectual property right resulting from the performance of the Provider of Services' obligations under this MOA, and in respect of the use of or disposal by PHAC of anything furnished pursuant to this MOA.
- 4.3. The Provider of Services' liability to indemnify or reimburse PHAC under this MOA shall not affect or prejudice PHAC from exercising any other rights under law.
- 4.4. The Provider of Services agrees that PHAC shall not be liable for, and agrees to protect and indemnify PHAC with respect to, any injury or damage (including death) to the Provider of Services or to the person of any officer, servant or agent of the Provider of Services or for the loss of or damage to the property of the Provider of Services or its officers, servants or agents in any manner based upon, occasioned by, or in any way attributable to the performance of the said work unless the injury, loss or damage is caused by the negligence of an officer, servant or agent of PHAC while acting within the scope of his or her employment.

GC5. Termination or Suspension for Convenience

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

GC6. Termination Due to Default

- 6.1. PHAC may, by notice to the Provider of Services, terminate the whole or any part of the Work if the Provider of Services fails to perform any of the Provider of Services obligations under this MOA, or, in PHAC's view, so fails to make

- progress as to endanger performance of this MOA in accordance with its terms.
- 6.2. In the event that PHAC terminates the Work in whole or in part under this section, PHAC may arrange, upon such terms and conditions and in such manner as PHAC deems appropriate, for the Work to be completed that was so terminated, and the Provider of Services shall be liable to PHAC for any excess costs relating to the completion of the Work.
 - 6.3. Upon termination of the Work under this section, PHAC may require the Provider of Services to deliver and transfer title to PHAC, in the manner and to the extent directed by PHAC, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Provider of Services has specifically acquired or produced for the fulfilment of this MOA. PHAC shall pay the Provider of Services for all finished work delivered pursuant to the direction and accepted by PHAC, the cost to the Provider of Services of the finished work plus the proportionate part of any fee fixed by this MOA and shall pay or reimburse the Provider of Services the fair and reasonable cost to the Provider of Services of all materials or work-in-process delivered pursuant to the direction. PHAC may withhold from the amounts due to the Provider of Services the sums that PHAC determines to be necessary to protect PHAC against excess costs for the completion of the Work.
 - 6.4. The Provider of Services shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Provider of Services under this MOA, exceeds the MOA price applicable to the Work or the particular part of the Work.
 - 6.5. If, after PHAC issues a notice of termination under this section, it is determined by PHAC that the default of the Provider of Services is due to causes beyond the control of the Provider of Services, the notice of termination shall be deemed to have been issued pursuant to Section GC5 and the rights and obligations of the parties shall be governed by Section GC5.
 - 6.6. All work completed by the Provider of Services to the satisfaction of both Parties, before the giving of the notice, shall be paid for by PHAC in accordance with the provisions of this MOA and, for all work not completed before the giving of notice, PHAC shall withhold an amount reasonably estimated as being required to have the Work completed by another Provider of Services.

GC7. Amendments

- 7.1. The Parties agree that this MOA shall not be altered or amended without the written mutual consent of both the Public Health Agency of Canada 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 Public Health Agency of Canada 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 Public Health Agency of Canada 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 National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and the Treasury Board Secretariat Special Travel Authorities, Section 7, "Persons on contract" (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 for projected Travel and Living expenses is required.

SECTION II – INTELLECTUAL PROPERTY

IP4. Canada to Own Copyright

- 1.1 In this section, “Material” means anything that is created by the Provider of Services as part of the Work under the MOA, that is required by the Provider of Services to be delivered to Canada and in which copyright subsists, but does not include computer programs and related software documentation.
- 1.2 Copyright in the Material belongs to Canada and the Provider of Services must include the copyright symbol and either of the following notices on the Material:

© HER MAJESTY THE QUEEN
IN RIGHT OF CANADA (2018);

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (2018).

- 1.3 At the completion of the MOA, or at such other time as the MOA or the Minister may require, the Provider of Services must fully and promptly disclose to the Minister all Material created or developed under the MOA.
- 1.4 The Provider of Services must not use, copy, divulge or publish any Material except as is necessary to perform the

MOA. The Provider of Services must execute such conveyances and other documents relating to title or copyright as the Minister may require.

- 1.5 At the request of the Minister, the Provider of Services shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights, in a form acceptable to the Minister, from every author that contributed to the Material. If the Provider of Services is an author of the Material, the Provider of Services hereby permanently waives the Provider of Services’ moral rights in the Material.
- 1.6 The Provider of Services agrees to provide Canada, upon request, with a copy of all working papers, documentation and information collected or prepared by the Provider of Services for the purposes of this MOA.

ANNEX A – MOA STATEMENT OF WORK

S1. INTRODUCTION

This Memorandum of Agreement (MOA) serves to outline the agreement between the Public Health Agency of Canada (PHAC) and Middlesex-London Health Unit regarding roles and responsibilities with respect to the implementation of I-Track in London, Ontario.

S2. TITLE

I-Track: Enhanced surveillance of HIV and associated risk behaviours among people who inject drugs in Canada: London site.

S3. OBJECTIVES

The overall objectives of this MOA covers the implementation of I-Track, a nationally-based sentinel behavioural surveillance system that will monitor the prevalence of HIV and hepatitis C and associated risk behaviours among people who inject drugs in London, Ontario.

The MOA supports the objectives of the I-Track surveillance system:

1. To describe the trends in the prevalence of HIV and hepatitis C, and in sexually transmitted blood-borne infection (STBBI) related risk behaviours and other risk factors; and
2. To describe the trends in the use of health and prevention services, including testing behaviour and care and treatment for HIV and other STBBI;

in order to:

1. provide information that will be useful for planning, developing or evaluating prevention and control efforts for HIV and other STBBI at all levels of government;
2. meet the Government of Canada's domestic and international reporting requirements; and
3. to generate hypotheses and stimulate research.

S4. BACKGROUND

Whereas, the Government of Canada's national strategy, the *Federal Initiative to Address HIV/AIDS in Canada*, addresses the HIV/AIDS epidemic by developing discrete approaches for the following key populations in Canada: people living with HIV/AIDS, gay men, people who inject drugs, Indigenous people, prison inmates, youth, women and people from countries where HIV is endemic.

Whereas, people who inject drugs (PWID) through the sharing of contaminated injecting equipment and unprotected sex are at higher risk of HIV infection and other STBBI.

Whereas, in consultation with local, provincial and territorial governments, the Public Health Agency of Canada designed a sentinel surveillance system to monitor trends in the prevalence of HIV and hepatitis C and in STBBI related risk behaviours and other risk factors among key populations in Canada to provide information to guide public health action;

Whereas, the 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 HIV behavioural and biological 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 since 2002, the Public Health Agency of Canada has successfully implemented I-Track and demonstrated its feasibility across sentinel sites in Canada. The pilot phase of I-Track was undertaken between October 2002 and August 2003 at selected sites across Canada (i.e., Regina, Sudbury, Toronto, Victoria, and in the SurvUDI network that comprises sites in the province of Quebec including Ottawa). Phase 1 was completed in seven sites (i.e., Regina, Sudbury, Toronto, Victoria, SurvUDI network, Winnipeg, and Edmonton) between October 2003 and May 2005. Phase 2 was completed in ten sites (i.e., Regina, Sudbury, Toronto, Kingston, Thunder Bay, Prince George, Edmonton, SurvUDI network, Victoria and Central and North Vancouver Island) between 2005 and 2008. Phase 3 was completed in 11 sentinel sites between 2010 and 2012 (i.e., Regina, Sudbury, Toronto, London, Kingston, Thunder Bay, Prince George, Edmonton, SurvUDI network, Halifax, Whitehorse).

Whereas, the Middlesex-London Health Unit and the Public Health Agency of Canada assessed the feasibility of implementing I-Track for enhanced HIV behavioural and biological sentinel site surveillance and both positively concluded 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 the 2017-2018 fiscal year.

S5. SCOPE

The implementation of I-Track in London, Ontario will take place between September 4, 2017 and March 30, 2018.

S6. MILESTONES

S6.1 Survey Start up and Training: By November 1, 2017 the following deliverables will be met:

1. The approval(s) from respective Research Ethics Boards is required before the survey Start up tasks and data collection commences.
2. The Middlesex-London Health Unit shall be responsible for the selection of a survey coordinator and for the identification of interviewers.
3. The Middlesex-London Health Unit will complete the training session for the survey coordinator and the interviewers.

S6.2 Survey Implementation: The Middlesex-London Health Unit will complete data collection and send all biological specimens (i.e., dried blood spot specimens) collected from survey respondents to the National HIV & Retrovirology Laboratories in Winnipeg, Manitoba by March 23, 2018.

S6.3 Survey Wrap-up and Site Operational Report: The Middlesex-London Health Unit will complete a site operational report by March 30, 2018.

S6.4 The departmental representative exercises the right to approve or reject work submitted, before any payment is approved.

S7. RESPONSIBILITIES OF CANADA

S7.1 PHAC shall be responsible for the designation of lead investigator(s) (Jill Tarasuk) who will oversee the management and coordination of the national surveillance system.

S7.2 PHAC will provide appropriate support to sentinel sites by: providing training sessions to sentinel site survey coordinators (and interviewers, if feasible) on questionnaire administration and all aspects of the survey protocol; holding regular teleconferences with sentinel site coordinators prior to and during the annual survey period to ensure that recruitment, protocol procedures and laboratory coordination are implemented successfully; being available by telephone to address any issues that local survey coordinators may have during annual survey implementation; and maintaining liaison with the local principal investigator.

S7.3 PHAC will make payment to the Middlesex-London Health Unit when milestones are met in accordance with the MOA and Annex C (Budget) for costs relating to: training of survey site coordinator and interviewers with respect to the survey protocol and survey implementation (paper or electronic questionnaires); stipend for survey site coordinator and interviewers; participant fee for survey respondents; supplies for specimen collection (excluding lancets and DBS specimen cards); office supplies related to survey implementation; survey promotional materials; questionnaire and specimen shipping costs; debriefing sessions for survey staff; and a stakeholder debriefing session to disseminate survey results (See Annex C, Budget).

S7.4 PHAC shall be responsible for the laboratory costs related to analysis of specimens.

S7.5 PHAC shall be responsible for the provision of a cleaned dataset of the London-specific data via the PHAC Inter-Business Vault to the provincial principal investigator (Dr. Margaret Millson), to the local principal investigator (Dr. Gayane Hovhannisyan) (i.e., Middlesex-London Health Unit or designate).

S7.6 PHAC shall be responsible for the creation and management of an I-Track national dataset to house questionnaire and laboratory data indefinitely. This dataset is stored within the PHAC data server systems which comply to the security requirements for the storage of Protected B data.

S7.7 PHAC shall be responsible for the regularly published surveillance report on the national dataset.

S8. PROVIDER OF SERVICES RESPONSIBILITY

In addition to the key activities outlined in **Section S5. Scope**, 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;

The Middlesex-London Health Unit will be responsible for the following activities:

S8.1 The designation of the provincial and local principal investigators and site operational investigator is required before data collection commences by October 1, 2017. The provincial and local principal investigators will guide the regional implementation of the project providing expert consultation with respect to application of research methods and analysis of the local surveillance data.

S8.2 The Middlesex-London Health Unit shall be responsible for the selection of a survey coordinator who has experience in working with PWID. The survey coordinator will be responsible for: promoting the behavioural surveillance survey; implementing methods to minimize duplicate participation; training of interviewers (if necessary) in all aspects of the survey protocol and questionnaire administration; creating and encrypting unique identifiers for participants; packaging and shipping of specimens and questionnaires; supervising interviews and implementing the survey protocol; reviewing the first 10 questionnaires completed by each interviewer with the national survey coordinator to assess the quality of data collection and to identify issues related to quality control early in the survey; overseeing infection control practices; ensuring specimens are shipped to the National HIV & Retrovirology Laboratories in Winnipeg, Manitoba by March 23, 2018; maintaining regular contact via teleconference with SED-CCDIC; ensuring good communication with

support and program staff at interview sites; meeting with the local lead investigator on a weekly basis to update and discuss issues related to the survey; daily debriefing with interviewers to foster support among survey team members and to address issues related to the day-to-day operation of the survey, monitoring of interviewers for possible emotional stress and implement emotional distress plan if necessary; submitting an end-of-survey report to SED-CCDIC, that briefly reviews how the survey was implemented and highlights any issues that need to be resolved or improved upon for future rounds.

S8.3 The Middlesex-London Health Unit shall be responsible for the identification of interviewers who will be responsible for recruiting (if needed), screening, obtaining informed consent, questionnaire administration, specimen collection, infection control and other issues related to the survey as assigned by the survey coordinator.

S8.4 The Middlesex-London Health Unit shall be responsible for the provision of appropriate work space allocation for the survey coordinator and interviewer(s) including a telephone, computer access and internet connection and appropriate space for the purposes of conducting interviews and specimen collection.

S8.5 The Middlesex-London Health Unit shall be responsible for the provision of a secure storage location for the biological specimens and survey-related material collected by survey staff to ensure against theft.

S8.6 The Middlesex-London Health Unit shall be responsible for conducting the I-Track survey during the survey period of November 1, 2017 to March 30, 2018 which includes administering a questionnaire and the collection of biological specimens (dried blood spot specimens) from the participants. MLHU will store and ship these specimens according to protocol specifications provided by PHAC. The Middlesex-London Health Unit shall be responsible for submitting the biological specimens to the National HIV & Retrovirology Laboratories in Winnipeg, Manitoba by March 23, 2018. Testing results will be housed in the PHAC I-Track national dataset.

S8.7 After data collection is completed and upon receipt of the cleaned London-specific dataset from PHAC, Dr. Gayane Hovhannisyan (i.e., the Middlesex-London Health Unit or designate) will then assume responsibility for the protection and confidentiality of the data at the local level.

WORK SITE / LOCATION OF WORK

Due to the workload and the tight deadlines, all personnel assigned to any agreement resulting from this Agreement must be ready to work in close contact with the Public Health Agency of Canada Authority and other departmental personnel.

The departmental representative and national coordinator will be located at:

Surveillance and Epidemiology Division
Centre for Communicable Diseases and Infection Control
Public Health Agency of Canada
130 Colonnade Road, AL: 6503A
Ottawa, Ontario K1A 0K9
Tel: 613-796-9263

The sentinel survey team will be located within the Middlesex-London Health Unit, London, Ontario.

S9. LANGUAGE PROFICIENCY

The principal investigators at the Middlesex-London Health Unit and at the Public Health Agency of Canada are proficient in at least one official language.

S11. MEMORANDUM OF AGREEMENT CONTACT

The Public Health Agency of Canada Authority designated as the Departmental Representative is:

Dr. Dana Paquette, Manager
Surveillance and Epidemiology Division
Centre for Communicable Diseases and Infection Control
Public Health Agency of Canada
130 Colonnade Road, AL: 6503A Ottawa, Ontario K1A 0K9

S12. MEMORANDUM OF AGREEMENT CONTACT FOR THE PROVIDER OF SERVICES

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

Dr. Gayane Hovhannisyan, Acting Medical Officer of Health
Middlesex-London Health Unit
50 King Street, London, Ontario, N6A 5L7
Tel: 519-663-5317, Fax: 519-663-8241

ANNEX B – SECURITY REQUIREMENTS

The security provisions and practices for this MOA will be met through the following Middlesex London Health Unit standards and policies as appended at Annex B:

- 5-040 Vulnerable Sector Screening + 5-040A-AppendixA-Position List
- 6-010 Confidential Information
- 6-010 App C MLHU Privacy Statement
- 6-010 App B-1 Acknowledgement of Confidentiality Responsibilities + 6-010 App A Legislative

References

- 6-040 Security of Personal Information and Personal Health Information
- 7-010 Computer Security

ANNEX C – BUDGET

Item	Start up	Training 37.5 hours	Survey implementation			Wrap up & Site Operational Report	Total
Survey Coordinator: 1@12.5 h per week	541.75	1625.25	1083.50	1083.50	1083.50	541.75	5959.25
Interviewers: 2@37.5 h per week	-	2071.38	4142.76	4142.76	4142.76	-	14499.66
Participant Fees ¹	4400.00						4400.00
Specimen supplies ²	587.40						587.40
Office supplies ³	400.00						400.00
Promotional supplies ⁴	350.00						350.00
Transportation costs for survey staff	350.00						350.00
Debriefing counselling session for survey staff			150.00	150.00	150.00		450.00
Stakeholder debriefing session						400.00	400.00
Total⁵	6629.15	3696.63	5376.26	5376.26	5376.26	941.75	27396.31
Payment Schedule	Payment 1	Payment 2			Payment 3	Total	Payments
Date	November 1, 2017	March 23, 2018			March 30, 2018		
Amount	\$10,325.78	\$16,128.78			\$941.75		\$27,396.31

¹ It is possible that duplicate participation can occur when recruiting from multiple sites. The survey protocol indicates that the participant fee is paid after the interview even if it is discovered that the participant was a duplicate.

² Site is responsible for hand sanitizer, gloves, bandages, and sharps containers. Supplies sent by PHAC to site for specimen collection are as follows: lancets, DBS cards, glycine weighing paper, drying racks, small and large shipping boxes, abdominal pads, and snap case storage boxes.

³ Includes telephone and courier costs.

⁴ Includes cost of printing posters, flyers and appointment cards.

⁵ The cost of lab analyses will be incurred by the Centre for Communicable Diseases and Infection Control (CCDIC), Public Health Agency of Canada, and is not included in the total budget.

Service Agreement – Accord de service
6D119-164311/KIN/001
Client Ref. No. - N° de réf. du client
6D119-164311

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46259

Buyer ID - Id de l'acheteur
KIN560
CCC No./N° CCC - FMS No./N° VME

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1. Statement of Work

The Service Provider must perform the Work in accordance with the Statement of Work at Annex A, as and when requested by Canada during the period of the Service Agreement.

1.1 Pre-Service Agreement Work – Authorized

The Parties acknowledge that, as of 1 April, 2017, the Service Provider, with the consent of Public Health Agency Canada (PHAC) and without a written service agreement, has started the Work required pursuant to the Service Agreement (Pre-Service Agreement Work) and has incurred costs in the performance of such Work. Costs incurred by the Service Provider in the performance of the Pre-Service Agreement Work, that would have been treated as costs reasonably and properly incurred if they had been incurred after the effective date of the Service Agreement, will be paid to the Service Provider in accordance with the Basis of Payment of the Service Agreement subject to acceptance of the Pre-Service Agreement Work by Canada.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Service Agreement by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

(a) General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2035 General Conditions – Higher Complexity – Services is amended as follows:

Delete: “Contract”
Replace with: “Service Agreement”

Delete: “Contractor”
Replace with: “Service Provider”

Delete: “Contracting Authority”
Replace with: “Service Agreement Authority”

(b) Supplemental General Conditions

4006 (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

4006 Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information is amended as follows:

Delete: “Contract”
Replace with: “Service Agreement”

Delete: “Contractor”
Replace with: “Service Provider”

Delete: “Contracting Authority”
Replace with: “Service Agreement Authority”

3. Security Requirements

There is no security requirement applicable to the Contract.

4. Term of Service Agreement

(a) Period of Service Agreement

The period of the Service Agreement is from the date of the Service Agreement issuance to March 31, 2020.

5. Indemnification

5.1 The Service Provider 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 Service Provider, or the Service Provider's employees, agents, in performing the Work or as a result of the Work.

5.2 The Service Provider 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 Service Providers' obligations under this Service Agreement, and in respect of the use of or disposal by PHAC of anything furnished pursuant to this Service Agreement.

5.3 The Service Providers' liability to indemnify or reimburse PHAC under this Service Agreement shall not affect or prejudice PHAC from exercising any other rights under law.

5.4 The Service Provider 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 Service Providers or to the person of any officer, servant or agent of the Service Provider or for the loss of or damage to the property of the Service Provider 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.

6. Authorities

(a) Service Agreement Authority

The Service Agreement Authority for the Service Agreement is:

Name: Heather Bellmore
Title: Team Leader - Acquisitions
Organization: Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence Street, 2nd Floor
Kingston Ontario, K7L 1X3

Telephone: 613-545-8208
Facsimile: 613-545-8067
E-mail address: heather.bellmore@pwgsc.gc.ca

The Service Agreement Authority is responsible for the management of the Service Agreement and any changes to the Service Agreement must be authorized in writing by the Service Agreement Authority. The Service Provider must not perform work in excess of or outside the scope of the Service Agreement based on verbal or written requests or instructions from anybody other than the Service Agreement Authority.

(b) Technical Authority

The Technical Authority for the Service Agreement is:

Name: Lisa Landry
Title: Director, Public Health Agency of Canada (PHAC)
Centre for Food-borne, Environmental and Zoonotic Infectious Disease Prevention
and Control Branch
Address: 120-255 Woodlawn Rd West
Guelph, Ontario N1H 8J1
Telephone: 519-826-2995
Facsimile: 519-822-2244
E-mail address: lisa.landry@phac-aspc.gc.ca

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Service Agreement and is responsible for all matters concerning the technical content of the Work under the Service Agreement. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Service Agreement amendment issued by the Service Agreement Authority.

(c) Service Provider

Name: Christopher Mackie
Title: Medical Officer of Health and Chief Executive Officer Middlesex-London Health Unit
Address: 50 King Street,
London, ON N6A 5L7
Telephone: 519-663-5317 ext. 2444
Facsimile: 519-663-9581
E-mail address: Christopher.Mackie@mlhu.on.ca

7. Payment

(a) Basis of Payment – Limitation of Expenditure

The Service Provider will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$508,792.00.

(b) Limitation of Expenditure

1. Canada's total liability to the service Provider under the Service Agreement must not exceed \$508,792.00 Customs duties are included and Applicable taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Service Provider

unless these design changes, modifications or interpretations have been approved in writing, by the Service Agreement Authority before their incorporation into the Work. The Service Provider must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Service Agreement Authority. The Service Provider must notify the Service Agreement Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the service agreement expiry date, or
- (c) as soon as the Service Provider considers that the contract funds provided are inadequate for the completion of the Work,

Whichever comes first.

3. If the notification is for inadequate service agreement funds, the Service Provider must provide to the Service Agreement Authority, a written estimate for the additional funds required. Provisions of such information by the service provider does not increase Canada's liability.

- (c) Travel and Living Expenses – National Joint Council Travel Directive

The Service Provider will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

Estimated Cost: \$22,500.00

- (d) Pre-Service Agreement Work

In consideration of the Pre-Service Agreement Work described in Annex A2, Pre-Service Agreement Work, performed during the period from April 01, 2017 up to August 31, 2017, the Service Provider will be paid a ceiling price of \$68,930.00. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

- (e) **Quarterly Payment**

Canada will pay the Service Provider on a quarterly basis for work performed during the quarter covered by the invoice in accordance with the payment provisions of the Service Agreement if:

- a. an accurate and complete invoice and any other documents required by the Service Agreement have been submitted in accordance with the invoicing instructions provided in the Service Agreement;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

- (f) **Discretionary Audit**

The Service Provider's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Service Provider's most favored customer, for the like quality and

quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Service Provider.

If the audit demonstrates that the certification is in error after payment is made to the Service Provider, the Service Provider must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Service Provider pursuant to the Service Agreement.

If the audit demonstrates that the certification is in error before payment is made, the Service Provider agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Service Agreement is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

(g) Time Verification

Time charged and the accuracy of the Service Provider's time recording system are subject to verification by Canada, before or after payment is made to the Service Provider. If verification is done after payment, the Service Provider must repay any overpayment, at Canada's request.

8. Invoicing Instructions

1. The Service Provider must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Three separate invoices shall be submitted:

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

B. Middlesex-London Health Unit must submit an invoice, with receipts, for the costs related to the retail sampling program and the associated travel costs as detailed in Annex B table 2A. Travel costs (mileage) are determined by Middlesex-London Health Unit but are not to exceed the Travel and Living Expenses - National Joint Council Travel Directive.

2. Invoices must be distributed as follows:

A. The original and one (1) copy must be forwarded to the Technical Authority identified at article 6 (b) of the Service Agreement for certification and payment.

B. One (1) copy must be forwarded to the Service Agreement Authority identified under the section entitled "Authorities" of the Service Agreement.

9. Applicable Laws

The Service Agreement must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;

- (b) the Supplemental General Conditions 4006 (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions 2035 (2016-04-04) General Conditions – Higher Complexity – Services;
- (d) Annex A1, Statement of Work;
- (e) Annex A2, Pre-Service Agreement Work; and
- (f) Annex B, Basis of Payment.

11. Insurance

The Service Provider is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Service Agreement and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Service Provider is at its own expense and for its own benefit and protection. It does not release the Service Provider from or reduce its liability under the Service Agreement.

ANNEX “A1” - STATEMENT OF WORK

1. INTRODUCTION

This Service 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.

2. TITLE

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

3. OBJECTIVES

This Service 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 Service 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.

4. 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.

5. 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 Service 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 depersonalized¹ data on every sporadic case of infectious enteric disease to PHAC on quarterly basis.

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

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

6. 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.

7. 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 Service Agreement. See Annex "B", Basis of Payment.

8. SERVICE PROVIDER'S RESPONSIBILITY

In addition to the Scope outlined in Section 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;

9. WORK SITE / LOCATION OF WORK

Within Middlesex-London Health Unit

10. LANGUAGE PROFICIENCY.

English

11. SECURITY REQUIREMENTS

The security provisions and practices for this MOA will be met through the following Middlesex London Health Unit standards and policies as appended at Annex C:

- 5-040 Vulnerable Sector Screening + 5-040A-AppendixA-PositionList
- 6-010 Confidential Information
- 6-010 App C MLHU Privacy Statement

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- 6-010 App B-1 Acknowledgement of Confidentiality Responsibilities + 6-010 App A Legislative References
 - 6-040 Security of Personal Information and Personal Health Information
 - 7-010 Computer Security

Service Agreement – Accord de service
6D119-164311/KIN/001
Client Ref. No. - N° de réf. du client
6D119-164311

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46259

Buyer ID - Id de l'acheteur
KIN560
CCC No./N° CCC - FMS No./N° VME

ANNEX A2 Pre-Service Agreement Work

The Service Provider supplied services in accordance with the work description at Annex A1, Statement of Work, for the following period:

For the Period of April 1, 2017 – August 30, 2017:

1A. Site Coordinator: \$54,041.67

2A. Retail Sampler: \$14,888.75

Total Cost for Pre-Service Agreement Work: \$68,930.42

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ANNEX B – BASIS OF PAYMENT

1. General

1.1 For the Work delivered against this Service Agreement, the Service Provider will be paid the firm fixed rates listed in this Annex B (applicable taxes extra) as well as other charges as listed in this Annex B, Basis of Payment.

1.2 SERVICE AGREEMENT PERIODS:

Year #1 - The date of Service Agreement Issuance to March 31, 2018;

Year #2 - April 01, 2018 – March 31, 2019; and

Year #3 - April 01, 2019 – March 31, 2020.

1.3 Pricing Tables:

1 A – Middlesex-London Health Unit Site Coordinator (London Ontario) includes: 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 and professional development at an annual conference. All travel will be reimbursed according to the Travel and Living Expenses – National Joint Council Travel Directive. 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 the Service Agreement Statement of Work. PHAC will also pay for administrative costs to cover the costs of management time and resources associated with supervising the site coordinator, data management and information recording and review.

2 A – Retail Sampling includes: PHAC will pay for the wages and benefits for the retail sampler in Middlesex-London Health Unit, and reimbursable costs related to retail food sample purchase, and travel.

Note - Supplies: Supplies and replacements for retail sampling will normally be provided by FoodNet Canada, but if required, and FoodNet Canada and Middlesex-London Health Unit agree, supplies may be purchased by Middlesex-London Health Unit but cannot exceed \$1000.00 per year.

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1A. Site Coordinator:

1A. Site Coordinator				
No.	Description	Site Coordinator Rates for Year #1	Site Coordinator Rates for Year #2	Site Coordinator Rates for Year #3
1	Salary and Benefits*	\$120,200.00	\$123,806.00	\$127,520.00
2	Office fees	\$4,000.00	\$4,000.00	\$4,000.00
3	Administration	\$3,000.00	\$3,000.00	\$3,000.00
4	Training & Travel	\$2,500.00	\$2,500.00	\$2,500.00
Total Yearly Cost:		\$129,700.00	\$133,306.00	\$137,020.00

*Includes 3% compensation adjustment

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2A. Retail Sampler:

2A. Retail Sampler				
No.	Description	Retail Sampler Rates for Year 1	Retail Sampler Rates for Year 2	Retail Sampler Rates for Year 3
1	Salary and Benefits*	\$17,233.00	\$17,750.00	\$18,283.00
2	Retail Sample Purchase (food samples)	\$10,000.00	\$10,000.00	\$10,000.00
3	Travel	\$7,500.00	\$7,500.00	\$7,500.00
4	Supplies	\$1,000.00	\$1,000.00	\$1,000.00
	Total Yearly Cost:	\$35,733.00	\$36,250.00	\$36,783.00

*Includes 3% compensation adjustment

Front page

PHAC MOA Front Page	PSPC Service Agreement Front Page	Notes/Comments
C. MOA Summary	N/A	MOA summary will not be included on the front page.
C1. Contracting Authority	For the Minister (signed by Service Agreement Authority)	
C2. Title	Title	No Change required.
C3. MOA Period	Service Agreement Period	Change to: Service Agreement Period
C4. MOA Number	Service Agreement Number	Change to: Service Agreement Period
C5. Financial Code (no info provided)	Financial Code	Please provide financial code
C6. MAmD Reference	N/A	What is this?
C7. MOA Documents and Priority of Documents	N/A	Priority of Documents will not be included on the front page of the Service Agreement.
C8. MOA Value	N/A	Service Agreement Value will be included on front page (including tax) as "Total Estimated Cost".
Milestones	N/A	Milestones will not be included on the front page but rather within the Service Agreement under the Payment section and Annex B, Basis of Payment.
C9. Invoices	Invoices	Invoice address will be included on the front page, but instructions will be within the Service Agreement under the Payment section.
C10. Applicable Laws	N/A	Applicable Laws will not be included on the front page, but rather within the Service Agreement.
C11. Enquiries	Enquiries	Front page advises to address enquiries to me.
C12. Intellectual Property	N/A	Intellectual Property will not be included on the front page. This is covered under Supplemental General Condition 4006 within the Service Agreement.

C13. Signatures	Signatures	Front page will have signatures for the Contracting (Service Agreement) Authority and the Service Provider, just in different locations.
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PHAC MOA vs PSPC 2035 (Higher Complexity) General Terms and Conditions

PHAC MOA	PSPC Service Agreement General Terms and Conditions: 2035 Higher Complexity – Services	NOTES/COMMENTS
<p>GC1. Definitions:</p> <p>1.1. In this Memorandum of Agreement, unless the context otherwise requires,</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>1.1.4. "Parties" means PHAC and the Provider of Services, both of which are signatories to this MOA.</p>	<p>2035 01 (2016-04-04) Interpretation:</p> <p>1.1. In the Contract, unless the context otherwise requires,</p> <p>1.1.1. "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;</p> <p>1.1.2. "Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;</p> <p>1.1.3 "Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;</p> <p>1.1.4 "Party" means Canada, the Contractor, or any other</p>	

	<p>signatory to the Contract and "Parties" means all of them.</p> <p>PSPC LEGAL APPROVED CHANGES TO THE ABOVE INTERPRETATIONS AS FOLLOWS:</p> <p>2035 General Conditions – Higher Complexity – Services is amended as follows:</p> <p>Delete: "Contract" Replace with: "Service Agreement"</p> <p>Delete: "Contractor" Replace with: "Service Provider"</p> <p>Delete: "Contracting Authority" Replace with: "Service Agreement Authority"</p> <p>4006 Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information is amended as follows:</p> <p>Delete: "Contract" Replace with: "Service Agreement"</p> <p>Delete: "Contractor" Replace with: "Service Provider"</p> <p>Delete: "Contracting Authority" Replace with: "Service Agreement Authority"</p>	
<p>GC2. Entire Agreement</p> <p>2.1. This MOA constitutes the entire agreement</p>	<p>2035 43 (2008-05-12). Entire Agreement</p>	

<p>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.</p>	<p>The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.</p>	
<p>GC3. Time of the Essence</p> <p>3.1. Time is of the essence in the provision of the services described in Annex A.</p> <p>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, i.e. a natural disaster, 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.</p> <p>3.3. The Provider of Services shall give notice to PHAC as soon as practically possible 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.</p>	<p>2035 09 (2008-05-12) Time of the essence</p> <p>It is essential that the Work be performed within or at the time stated in the Contract.</p>	

<p>GC4. Indemnification</p>	<p>N/A</p> <p>Will include GC4. Indemnification per MOA.</p>	<p>Risk Management Advisory Services have been consulted regarding the GC4 indemnification clause and it has been determined that such a clause is considered as a standard liability and indemnification provision in accordance with the <i>TB Policy on Decision Making in Limiting Contractor Liability in Crown Procurement Contracts</i> and no additional TB contracting approval is required for this clause.</p>
<p>GC5. Termination or Suspension for Convenience</p> <p>5.1 PHAC may, by giving a minimum of three months' 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.</p> <p>5.2 The Provider of Services may, by giving three months' notice to PHAC, terminate this MOA. In such an event, the Provider of Services shall be reimbursed by PHAC for the Work completed up to the termination date in accordance with this Part GC5 of Section I "General Conditions". The Provider of Services shall not be liable for any costs incurred by PHAC to perform further work by the PHAC or an alternate provider of services after the termination date.</p> <p>5.3 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.</p>	<p>2035 30 (2018-05-12) Termination for Convenience</p> <ol style="list-style-type: none"> 1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice. 2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid 	

<p>5.4. 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.</p> <p>5.5. 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.</p> <p>5.6. The Provider of Services shall not be entitled to 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.</p>	<p>or reimbursed by Canada. The Contractor will be paid:</p> <ol style="list-style-type: none"> a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice; b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay. <p>3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.</p> <p>4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any</p>	
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	<p>termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.</p> <p>2035 28 (2014-09-25) Suspension of the Work</p> <ol style="list-style-type: none"> 1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 29 or section 30. 2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit. 	
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	<p>3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.</p>	
<p>GC6. Termination Due to Default</p> <p>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.</p> <p>6.2. 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.</p> <p>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</p>	<p>2035 29 (2014-09-25) Default by the Contractor</p> <ol style="list-style-type: none"> 1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period. 2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to 	

<p>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.</p> <p>6.4. Unless the Parties otherwise agree, 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.</p> <p>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.</p> <p>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.</p>	<p>bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.</p> <p>3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.</p> <p>4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that</p>	
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	<p>Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:</p> <ul style="list-style-type: none"> a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and b. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada. <p>The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.</p> <p>5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.</p> <p>6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 30.</p>	
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<p>GC7. Amendments</p> <p>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.</p>	<p>2035 26 (2008-05-12) Amendment and waivers:</p> <ol style="list-style-type: none"> 1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor. 2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1. 3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor. 4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach. <p>Note: The following is included in the template:</p> <p>Service Agreement Authority:</p> <p>Name: Heather Bellmore Title: Team Leader - Acquisitions</p>	
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	<p>Organization: Public Works and Government Services Canada, Acquisitions Branch Address: 86 Clarence Street, 2nd Floor Kingston Ontario, K7L 1X3</p> <p>Telephone: 613-545-8208 Facsimile: 613-545-8067 E-mail address: heather.bellmore@pwgsc.gc.ca</p> <p>The Service Agreement Authority is responsible for the management of the Service Agreement and any changes to the Service Agreement must be authorized in writing by the Service Agreement Authority. The Service Provider must not perform work in excess of or outside the scope of the Service Agreement based on verbal or written requests or instructions from anybody other than the Service Agreement Authority.</p>	
<p>GC8. Security and Protection of Work</p> <p>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.</p> <p>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, without limitation:</p>	<p>2035 22 (2008-05-12) Confidentiality</p> <p>1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such</p>	

<p>1) to the Provider of Services' employees, officers, directors, agents, and to Alberta Health, as applicable; and,</p> <p>2) 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:</p> <p>8.1.1. is publicly available from a source other than the Provider of Services; or</p> <p>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.</p> <p>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.</p> <p>8.3 PHAC acknowledges that notwithstanding anything in this MOA to the contrary, the Provider of Services can only collect, use, disclose, or share personal information and health information with PHAC as those terms are defined in, and as authorized by, the <i>Health Information Act</i> (Alberta) and the <i>Freedom of Information and Protection of Privacy Act</i> (Alberta).</p>	<p>information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.</p> <p>2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.</p> <p>3. Subject to the Access to Information Act, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.</p> <p>4. The obligations of the Parties set out in this section do not apply to any information if the information:</p>	
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	<ul style="list-style-type: none"> a. is publicly available from a source other than the other Party; or b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or c. is developed by a Party without use of the information of the other Party. <p>5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Public Works and Government Services (PWGSC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.</p> <p>6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the <i>PWGSC Industrial Security Manual</i> and its supplements and any other instructions issued by Canada.</p>	
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	<p>7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.</p>	
<p>GC9. Accounts and Audits</p> <p>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</p>	<p>2035 31 (2014-09-25) Accounts and audit</p> <ol style="list-style-type: none"> 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract. 2. If the Contract includes payment for time spent by the Contractor, its 	

	<p>employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p>3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time</p>	
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	<p>(including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p>	
<p>GC10. Travel and Living Expenses</p> <p>10.1. Travel and Living expenses incurred by the Provider of Services are entirely subject to the content of the current Treasury Board Travel Directive (http://www.tbs.sct.gc.ca/pubs_pol/hrpubs/tbm_113/td-dv-1_e.html) and the Treasury Board Secretariat Special Travel Authorities, Section 7, "Persons on contract" (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/sta1_e.asp#_Toc65556472 and http://www.tbs.sct.gc.ca/pubs_pol/hrpubs/TBM_113/STA_e.asp).</p> <p>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.</p>	<p>N/A</p>	<p>The following Clause has been included in the DRAFT document:</p> <p>C4005C (2014-06-26) Travel and Living Expenses – National Joint Council Travel Directive</p> <p>The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the <i>National Joint Council Travel Directive</i> and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".</p> <p>All travel must have the prior authorization of the Technical Authority (Lisa Landry).</p> <p>All payments are subject to government audit.</p> <p>Estimated Cost: \$ _____</p>

Intellectual Property

PSPC:

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

4006 01 (2008-05-12) Interpretation

1. In the Contract, unless the context otherwise requires:

"Background Information"

means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Firmware"

means computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;

"Foreground Information"

means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

"General Conditions"

means the general conditions that form part of the Contract;

"Intellectual Property"

means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware;

"Intellectual Property Right"

means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

"Software"

means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

2. Canada's primary objective in entering into the Contract is to receive the deliverables contracted for, to be able to use those deliverables, and any Intellectual Property arising by virtue of the Contract for Canada's activities, including future contracts, procurements and to

protect or advance the broader public interest. These supplemental general conditions do not affect any existing Intellectual Property Rights in any information belonging to Canada, the Contractor or a third party.

3. Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions. In the event of any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions will prevail. If the General Conditions include a section on "Copyright", they are amended by deleting the section in its entirety.
4. If supplemental general conditions [4001](#), [4003](#) and [4004](#) are also incorporated in the Contract, the provisions of those supplemental general conditions concerning the ownership of Intellectual Property will prevail in relation to the subject matter of those supplemental general conditions.
5. References in these supplemental general conditions to the Contractor owning the Foreground Information or any rights in it refer to the Contractor, its subcontractors, its suppliers, its agents, its representatives or any of their employees owning such information or rights, as applicable.

4006 02 (2008-05-12) Records and disclosure of Foreground Information

1. During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation, ownership and about any sale or transfer of any right in the Foreground Information. The Contractor must report and fully disclose to Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information when requested by the Contracting Authority or a representative of the department or agency for which the Contract is performed, whether before or after the completion of the Contract.
2. Before and after final payment to the Contractor, the Contractor must provide Canada with access to all records and supporting data that Canada considers pertinent to the identification of Foreground Information.
3. For any Intellectual Property that was developed or created in relation to the Work, Canada will be entitled to assume that it was developed or created by Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

4006 03 (2008-05-12) Ownership of Intellectual Property Rights in Foreground Information

1. All Intellectual Property Rights in the Foreground Information belong to the Contractor as soon as they come into existence.
2. Despite the Contractor's ownership of all the Intellectual Property Rights in the Foreground Information, Canada has unrestricted ownership rights in any prototype, model, custom or customized system or equipment that is a deliverable under the Contract, including

manuals and other operating and maintenance documents. This includes the right to make them available for public use, whether for a fee or otherwise, sell them or otherwise transfer ownership in them.

3. Any personal information, as defined in the *Privacy Act*, R.S., 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has no right in any such personal information.
4. If the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada and any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. The Contractor's Intellectual Property Rights in the Foreground Information are restricted to those capable of being exploited without the use of the information or data supplied by Canada and the personal information.
5. The Contractor must maintain the confidentiality of the information or data supplied by Canada and the personal information as required in the General Conditions. The Contractor must return all the information belonging to Canada on request or on completion or termination of the Contract. This includes returning all hard copies and electronic copies as well as any paper or electronic record that contains any part of the information or information derived from it.

4006 04 (2008-05-12) Licenses to Intellectual Property Rights in Foreground and Background Information

1. As Canada has contributed to the cost of developing the Foreground Information, the Contractor grants to Canada a license to exercise all Intellectual Property Rights in the Foreground Information for Canada's activities. Subject to any exception described in the Contract, this license allows Canada to do anything that it would be able to do if it were the owner of the Foreground Information, other than exploit it commercially and transfer or assign ownership of it. The Contractor also grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information.
2. These licenses are non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. Neither license can be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap or click-wrap license or any other kind of packaging, attached to any deliverable.
3. For greater certainty, Canada's licenses include, but are not limited to:
 - a. the right to disclose the Foreground and Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;
 - b. the right to disclose the Foreground and Background Information to other governments for information purposes;

- c. the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
 - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
 - i. for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
 - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada, if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
 - e. for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract.
4. The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

4006 05 (2008-05-12) Contractor's Right to Grant Licenses

The Contractor represents and warrants that it has the right to grant to Canada the licenses and any other rights to use the Foreground and Background Information. If the Intellectual Property Rights in any Foreground or Background Information are or will be owned by a subcontractor or any other third party, the Contractor must have or obtain promptly a license from that subcontractor or third party that permits compliance with section 4 or arrange, without delay, for the subcontractor or third party to grant promptly any required license directly to Canada.

4006 06 (2008-05-12) Waiver of Moral Rights

If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the [Copyright Act](#), R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

4006 07 (2008-05-12) License to Intellectual Property Rights to Canada's Information

1. Any information supplied by Canada to the Contractor for the performance of the Work remains the property of Canada. The Contractor must use Canada's Information only to perform the Contract.
2. If the Contractor wants to use any information owned by Canada for the commercial exploitation or further development of the Foreground Information, the Contractor must obtain a license from the department or agency for which the Contract is performed. In its request for a license to that department or agency, the Contractor must explain why the license is required and how the Contractor intends to use the information. If the department or agency agrees to grant a license, conditions will be negotiated between the Contractor and that department or agency and may include the payment of a compensation to Canada.

4006 08 (2008-05-12) Transfer or License of Contractor's Rights

1. During the Contract, the Contractor must not sell, transfer, assign or license the Foreground Information without first obtaining the Contracting Authority's written permission.
2. After the Contract, if the Contractor transfer ownership in the Foreground Information, the Contractor is not required to obtain Canada's permission, but must notify the department or agency for whom the Contract is performed in writing of the transfer by referring to the serial number of the Contract and its date and by providing details about the transferee, including the conditions of the transfer. The Contractor must ensure that the transfer requires the transferee to notify the Canada of any future transfer. Any transfer must be subject to all Canada's rights to use the Foreground Information.
3. After the Contract, if the Contractor grants a license or any other right (other than a transfer of ownership) to a third party to use the Foreground Information, the Contractor is not required to notify Canada, but the license or right granted must not affect Canada's rights in any way.
4. If the Contractor at any time transfers ownership of or grants rights in the Foreground Information that interfere in any way with Canada's rights to use the Foreground Information, the Contractor must, if requested by Canada, immediately take all steps necessary to restore Canada's rights. If the Contractor is not successful in doing so, within the time reasonably required by Canada, the Contractor must immediately reimburse Canada for all costs Canada incurs to do so itself.

4006 09 (2008-05-12) Transfer of Intellectual Property Rights upon Termination of the Contract for Default

1. If Canada terminates the Contract in whole or in part for default, Canada may, by giving notice to the Contractor, require the Contractor to transfer to Canada all the Intellectual Property Rights in the Foreground Information, including the rights owned by subcontractors. In the case of Intellectual Property Rights in the Foreground Information that have been sold or assigned to a third party, the Contractor must pay to Canada on demand, at Canada's discretion, the fair market value of the Intellectual Property Rights in the Foreground Information

or an amount equal to the payment received by the Contractor from the sale or assignment of the Intellectual Property Rights in the Foreground Information.

2. In the event of the issuance of a notice under subsection 1, the Contractor must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights as Canada may require. The Contractor must, at Canada's expense, provide all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case of an invention.

4006 10 (2008-05-12) Products created using the Foreground Information

If the Contractor uses the Foreground Information to develop any new product or any improvement in any existing product, the Contractor agrees that, if Canada wishes to purchase such new or improved product, the Contractor must sell them to Canada at a discount off the lowest price for which it has sold those products to other customers, to recognize Canada's financial contribution to the development of those products.

FOR REVIEW

Governance Manual By-laws & Policies

June 08, 2017

<u>G-000</u>	Board of Health	By-law, Policy and Procedures <ul style="list-style-type: none"> ➤ Appendix A - Development and Review Process ➤ Appendix B - Development and Review Checklist ➤ Appendix C - Development and Review Form ➤ Appendix D - Development and Review Change Table ➤ Appendix E - Archiving Process 	Approved	<ul style="list-style-type: none"> • To be reviewed before December 2018
<u>G-B10</u>	By-Laws	By-law #1 - Management of Property	Approved	<ul style="list-style-type: none"> • To be reviewed before December 2018
<u>G-B20</u>	By-Laws	By-law #2 - Banking & Finance	Approved	<ul style="list-style-type: none"> • To be reviewed before December 2018
<u>G-B30</u>	By-Laws	By-law #3 - Proceedings of the Board of Health	Approved	<ul style="list-style-type: none"> • To be reviewed before December 2018
<u>G-B40</u>	By-Laws	By-law #4 - Duties of the Auditor	Approved	<ul style="list-style-type: none"> • To be reviewed before December 2018
<u>G-010</u>	Strategic Direction	Strategic Planning	Approved	<ul style="list-style-type: none"> • To be reviewed before December 2018
<u>G-020</u>	Leadership and Board Management	MOH / CEO Direction	Approved	<ul style="list-style-type: none"> • To be reviewed before December 2018
<u>G-030</u>	Leadership and Board Management	MOH / CEO Position Description <ul style="list-style-type: none"> ➤ Appendix A – MOH / CEO Position Description 	Approved	<ul style="list-style-type: none"> • To be reviewed before December 2018
<u>G-040</u>	Leadership and Board Management	MOH / CEO Selection and Succession Planning	Deferred	<ul style="list-style-type: none"> • To be reviewed by governance at June meeting • Requires additional background work and research
<u>G-050</u>	Leadership and Board Management	MOH / CEO Performance Appraisal <ul style="list-style-type: none"> ➤ Appendix A - Performance Appraisal Process ➤ Appendix B - Performance appraisal check-list ➤ Appendix C - Main performance appraisal form to be completed by the appraisers and the MOH / CEO ➤ Appendix D - Stakeholder performance appraisal tools process outline ➤ Appendix E - Sample email and performance appraisal questions for Board of Health members ➤ Appendix F - Sample email and performance appraisal questions for Direct Reports 	Approved	<ul style="list-style-type: none"> • To be reviewed before December 2018

		➤ Appendix G - Sample email and performance appraisal questions for Community Partners		
<u>G-060</u>	Leadership and Board Management	MOH / CEO Compensation	Q4 – 2017	• TBD
<u>G-070</u>	Leadership and Board Management	MOH / CEO Reimbursement and Travel	Q4 – 2017	• TBD
<u>G-080</u>	Program Quality and Effectiveness	Occupational Health and Safety - Framework	Deferred	<ul style="list-style-type: none"> • To be reviewed by governance at June meeting • Requires additional background work and research
<u>G-090</u>	Program Quality and Effectiveness	Quality Improvement - Framework	Q4 – 2017	• TBD
<u>G-100</u>	Program Quality and Effectiveness	Privacy & Security of Information ➤ Appendix A - Municipal Freedom of Information and Protection of Privacy Act Declaration	For GC Review	• New policy
<u>G-110</u>	Program Quality and Effectiveness	Performance Monitoring	Q3 – 2017	• TBD
<u>G-120</u>	Program Quality and Effectiveness	Risk Management	Approved	• New policy
<u>G-130</u>	Program Quality and Effectiveness	Ethics	Q3 – 2017	• TBD
<u>G-140</u>	Program Quality and Effectiveness	Respect for Diversity	Q3 – 2017	• TBD
<u>G-150</u>	Program Quality and Effectiveness	Complaints	Q3 - 2017	• TBD
<u>G-160</u>	Program Quality and Effectiveness	Jordan's Principle	Approved	• To be reviewed before December 2018
<u>G-170</u>	Financial and Organizational Accountability	Financial Objectives	-	• Content for this policy has been detailed in G-180 and is no longer necessary
<u>G-180</u>	Financial and Organizational Accountability	Financial Planning and Performance	For FFC Review	• New policy

<u>G-190</u>	Financial and Organizational Accountability	Asset Protection	To GC / BOH for Approval	<ul style="list-style-type: none"> Revised from previously existing administrative policy
<u>G-200</u>	Financial and Organizational Accountability	Approval and Signing Authority	Approved	<ul style="list-style-type: none"> To be reviewed before December 2018
<u>G-210</u>	Financial and Organizational Accountability	Investing	For FFC Review	<ul style="list-style-type: none"> New policy Recommend to GC for BOH approval
<u>G-260</u>	Financial and Organizational Accountability	Borrowing	Deferred	<ul style="list-style-type: none"> Seeking additional information
<u>G-220</u>	Financial and Organizational Accountability	Contractual Services ➤ Appendix A – Approval Directory	Approved	<ul style="list-style-type: none"> To be reviewed before December 2018
<u>G-230</u>	Financial and Organizational Accountability	Procurement ➤ Procurement Protocols	Approved	<ul style="list-style-type: none"> To be reviewed before December 2018
<u>G-240</u>	Financial and Organizational Accountability	Tangible Capital Assets	To GC / BOH for Approval	<ul style="list-style-type: none"> Revised from previously existing administrative policy
<u>G-250</u>	Financial and Organizational Accountability	Reserve and Reserve Funds	To GC / BOH for Approval	<ul style="list-style-type: none"> Revised from previously existing administrative policy
<u>G-310</u>	Financial and Organizational Accountability	Corporate Sponsorship	For FFC Review	<ul style="list-style-type: none"> Replaces policy 4-070 Recommend to GC for BOH approval
<u>G-320</u>	Financial and Organizational Accountability	Donations	To GC / BOH for Approval	<ul style="list-style-type: none"> Replaces policy 4-160
<u>G-330</u>	Financial and Organizational Accountability	Gifts and Honorariums	For FFC Review	<ul style="list-style-type: none"> Replaces policy 4-055 Recommend to GC for BOH approval
<u>G-410</u>	Financial and Organizational Accountability	Board Member Remuneration	For FFC Review	<ul style="list-style-type: none"> New policy Recommend to GC for BOH approval

<u>G-420</u>	Financial and Organizational Accountability	Travel Reimbursement	For FFC Review	<ul style="list-style-type: none"> • New policy • Recommend to GC for BOH approval
<u>G-260</u>	Board Effectiveness	Governance Principles and Board Accountability	For GC Review	<ul style="list-style-type: none"> • New policy
<u>G-270</u>	Board Effectiveness	Roles and Responsibilities of the Board of Health <ul style="list-style-type: none"> ➤ Appendix A- Board of Health Members ➤ Appendix B- Board of Health Chair & Vice Chair ➤ Appendix C- Board of Health Secretary-Treasurer 	Approved	<ul style="list-style-type: none"> • To be reviewed before March 2019
<u>G-280</u>	Board Effectiveness	Board Size and Composition	Approved	<ul style="list-style-type: none"> • To be reviewed before March 2019
<u>G-290</u>	Board Effectiveness	Standing and Ad Hoc Committees <ul style="list-style-type: none"> ➤ Appendix A - Governance Committee Terms of Reference ➤ Appendix B - Governance Committee Reporting Calendar ➤ Appendix C – Finance and Facilities Committee Terms of Reference ➤ Appendix D – Finance and Facilities Committee Reporting Calendar 	Approved	<ul style="list-style-type: none"> • To be reviewed before March 2019
<u>G-300</u>	Board Effectiveness	Board of Health Self- Assessment <ul style="list-style-type: none"> ➤ Appendix A – Board of Health Self-Assessment Tool 	Approved	<ul style="list-style-type: none"> • To be reviewed before March 2019
<u>G-350</u>	Board Effectiveness	Nominations and Appointments to the Board of Health	Approved	<ul style="list-style-type: none"> • To be reviewed before March 2019
<u>G-360</u>	Board Effectiveness	Resignation and Removal of Board Members	Q3 - 2016	<ul style="list-style-type: none"> • TBD
<u>G-370</u>	Board Effectiveness	Board of Health Orientation and Development	Approved	<ul style="list-style-type: none"> • To be reviewed before March 2019
<u>G-380</u>	Board Effectiveness	Conflicts of Interest & Declaration <ul style="list-style-type: none"> ➤ Declaration Form 	Being reviewed by legal	<ul style="list-style-type: none"> • New policy
<u>G-390</u>	Board Effectiveness	Code of Conduct <ul style="list-style-type: none"> ➤ Appendix A – Corporate Code of Conduct 	Q3 – 2017	<ul style="list-style-type: none"> • TBD

		➤ Appendix B – BOH Code of Conduct		
<u>G-430</u>	Communications and External Relations	Advocacy	Q4 – 2017	• TBD
<u>G-440</u>	Communications and External Relations	Community Engagement	Q4 – 2017	• TBD
<u>G-450</u>	Communications and External Relations	Relationship with the Ministry of Health and Long-Term Care and Local Health Integration Network	Q4 – 2017	• TBD
<u>G-460</u>	Communications and External Relations	Relationships with Other Health Service Providers and Key Stakeholders	Q4 – 2017	• TBD
<u>G-470</u>	Communications and External Relations	Annual Report	Approved	• To be reviewed before March 2019
<u>G-480</u>	Communications and External Relations	Media Relations	Approved	• To be reviewed before March 2019
<u>G-490</u>	Communications and External Relations	Board of Health Reports ➤ Appendix A – Board of Health Report Template ➤ Appendix B – Governance Report Template ➤ Appendix C – Finance and Facility Report Template	Approved	• To be reviewed before March 2019

GOVERNANCE MANUAL

SUBJECT:	Financial Planning and Performance	POLICY NUMBER:	G-180
SECTION:	Financial and Organizational Accountability	PAGE:	1 of 4
IMPLEMENTATION:		APPROVAL:	Board of Health
SPONSOR:	MOH / CEO	SIGNATURE:	
REVIEWED BY:	Finance and Facilities Committee	DATE:	

PURPOSE

To ensure that Health Unit budgeting and financial practices are performed in a fiscally responsible manner and that processes are in place that allow for responsible financial controls and the ability to demonstrate organizational performance.

POLICY

The Secretary-Treasurer prepares and controls the Annual Budget under the jurisdiction of the Board of Health and prepares financial and operating statements for the Board of Health in accordance with Ministry of Health and Long-Term Care policies and Public Sector Accounting Board Guidelines. The Finance and Facilities Committee (FFC) of the Board of Health reviews and recommends the annual budget for Board of Health approval. Additional financial planning and performance tools and processes include Planning and Budget Templates (PBTs), Program Budgeting Marginal Analysis (PBMA), quarterly financial reporting, one-time funding requests, and the factual certificate.

PROCEDURE

Fiscal Year

The fiscal year of the Health Unit is January 1 to December 31 for all mandatory programs and any programs funded in whole or in part, by municipalities. For programs funded by other agencies, the fiscal year shall be determined by the agency providing funding.

Annual Budget Preparation

The annual budget will be developed based on a variety of factors including strategic directions, provincial and / or municipal guidance, previous years' base budgets, community need, new funding or legislative requirements. Budget planning and performance reporting is the responsibility of the Directors, Managers and other staff who manage budgets. The budget planning and approval cycle is attached as Appendix A. The planning and approval cycle has the following components:

1. Planning and Budget Templates

The program budget templates (PBTs) provide a snapshot of each Health Unit program and help the Board of Health and stakeholders to understand the program's purpose, costs, key performance indicators and other relevant information. Together, the PBTs form the annual

MIDDLESEX-LONDON HEALTH UNIT

GOVERNANCE MANUAL

SUBJECT: Financial Planning and Performance	POLICY NUMBER:	G-180
SECTION: Financial and Organizational Accountability	PAGE:	2 of 4

budget package that is approved by the Board of Health and assists with a broader understanding of the work of the Health Unit.

2. Program Budgeting Marginal Analysis

Program Budgeting Marginal Analysis (PBMA) is a criteria-based budgeting process that facilitates reallocation of resources based on maximizing service. This is done through the transparent application of pre-defined criteria and decision-making processes to prioritize where proposed funding investments and disinvestments are made.

3. Quarterly Financial Reporting

Health Unit staff provide financial analysis for each quarter and report the actual and projected budget variance as well as any budget adjustments, or noteworthy items that have arisen since the previous financial update that could impact the Middlesex-London Health Unit budget.

4. One-time Funding Requests

One-time funding request may be used for to non-reoccurring expenditures or to temporarily enhance program objectives. Requests should be made during the budget preparation process or in certain circumstances within the budget year, by making application to the provincial government for one-time funding. If the request is made after budget preparation and approval, the divisional Director must agree to the need for the request before the application process is initiated. Once the need is established, the approval of the request will follow the policy G-200 Signing Authority based on the total value of the request.

5. Factual Certificate

Health Unit Management completes a factual certificate to increase oversight in key areas of financial and risk management. The certificate process ensures that the FFC has done its due diligence. The certificate is reviewed on a quarterly basis alongside financial updates.

6. Audited Financial Statements

The preparation of the financial statements is the responsibility of the Health Unit's Management and is prepared in compliance with legislation and in accordance with Canadian public sector accounting standards. The Finance & Facilities Committee meets with Management and the external auditors to review the financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the financial statements.

It is a requirement of the Board of Health to provide audited financial reports to various funding agencies for programs that are funded from April 1st – March 31st each year. The purpose of this audited report is to provide the agencies with assurance that the funds were expended for the intended purpose. The agencies use this information for confirmation and as a part of their settlement process.

These programs are also reported in the main audited financial statements of the Middlesex-London Health Unit which is approved by the Board of Health. This report includes program revenues and expenditures of these programs during the period of January 1st to December 31st.

MIDDLESEX-LONDON HEALTH UNIT

GOVERNANCE MANUAL

SUBJECT:	Financial Planning and Performance	POLICY NUMBER:	G-180
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RELATED POLICIES

G-200 Approval & Signing Authority

REVISION DATES (* = major revision):

Annual Budget Planning and Reporting Cycle

January	<ul style="list-style-type: none"> • Annual budget submission to FFC
February	<ul style="list-style-type: none"> • Annual budget approved by Board of Health • Q4 Variance Reporting and Factual Certificate to FFC
March	<ul style="list-style-type: none"> • Budget submission to the Ministry of Health and Long-Term Care
April	
May	<ul style="list-style-type: none"> • Q1 Variance Reporting and Factual Certificate to FFC
June	<ul style="list-style-type: none"> • January 1 to December 31 – Audited Financial Statements to FFC • High-level planning parameters for upcoming year recommended to FFC
July	<ul style="list-style-type: none"> • PBMA criteria recommended to FFC
August	<ul style="list-style-type: none"> • Q2 Variance Reporting and Factual Certificate to FFC
September	<ul style="list-style-type: none"> • April 1 to March 31 Consolidated Financial Statements to FFC
October	
November	<ul style="list-style-type: none"> • Q3 Variance Reporting and Factual Certificate to FFC • PBMA proposals recommended to FFC
December	

GOVERNANCE MANUAL

SUBJECT: Investing
SECTION: Financial and Organizational
Accountability

POLICY NUMBER: G-210
PAGE: 1 of 2

IMPLEMENTATION:
SPONSOR: MOH / CEO
REVIEWED BY: Finance and Facilities
Committee

APPROVAL: Board of Health
SIGNATURE:
DATE:

PURPOSE

The purpose of the investment policy is to set out a framework for investing to maximize investment income at minimal risk to capital while meeting the daily cash requirements of the Board.

POLICY

The Middlesex-London Health Unit, pursuant to Section 56 (1) of the Health Promotion and Protection Act may enact by-laws and policies respecting banking and finance.

The Board of Health shall invest public funds in a manner that maximizes investment income and minimize investment risk while meeting the daily cash requirements of the Board and conforming with all related statutory and contractual requirements. The investment policy shall govern the investment activities of the Board's General Operating account, Reserves and Reserve Funds, and Trust Funds.

The Health Unit shall adhere to the following objectives in the consideration, purchase, disposal and administration of any Board of Health held investments:

- a) **Adherence to Statutory Requirements**
All investment activities shall be in compliance with the relevant sections of any applicable legislation, related regulations, and applicable funding agreements.
- b) **Preservation of Capital**
Safety of principal is a primary objective of the investment portfolio. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- c) **Liquidity**
The investment portfolio shall remain sufficiently liquid to meet all operating or cash flow requirements and limit temporary borrowing requirements. Furthermore, since all possible cash demands cannot be anticipated, the portfolio shall consist largely of securities with active secondary or resale markets.
- d) **Diversification**
The portfolio shall be diversified by asset class, issuer type, credit rating and by term to the extent possible, given legal and regulatory constraints.

MIDDLESEX-LONDON HEALTH UNIT

GOVERNANCE MANUAL

SUBJECT: Investing
SECTION: Financial and Organizational
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e) **Yield**

The Health Unit shall maximize the net rate of return earned on the investment portfolio, without compromising the other objectives listed previously. Investments are generally limited to relatively low risk securities in anticipation of earning a fair return relative to the assumed risk.

PROCEDURE

The Secretary-Treasurer shall have overall responsibility for the prudent investment of the Board's investment portfolio. The Secretary-Treasurer shall have the authority to implement the investment program and establish procedures consistent with this policy. Such procedures shall include the explicit delegation of the authority needed to complete investment transactions however the Secretary-Treasurer shall remain responsible for ensuring that the investments are compliant with legislations and this policy. No person may engage in an investment transaction except as provided under the terms of this policy.

The Secretary-Treasurer shall be authorized to enter into arrangements with banks, investment dealers and brokers, and other financial institutions for the purchase, sale, redemption, issuance, transfer and safe-keeping of securities in a manner that complies to applicable legislation.

APPLICABLE LEGISLATION

Health Protection and Promotion Act, R.S.O. 1990, c. H.7
Municipal Act, 2001, S.O. 2001, c. 25

RELATED POLICIES

By-law #2 Banking and Finance

GOVERNANCE MANUAL

SUBJECT: Corporate Sponsorship
SECTION: Financial and Organizational
Accountability

POLICY NUMBER: **G-310**
PAGE: 1 of 4

IMPLEMENTATION: September 25, 1997
SPONSOR: MOH / CEO
REVIEWED BY: Finance and Facilities
Committee

APPROVAL: Board of Health
SIGNATURE:
DATE:

PURPOSE

The MLHU welcomes and encourages sponsorship to advance the work of the organization. The purpose of this policy is to provide guidelines to maximize revenue opportunities while safeguarding the Health Unit's corporate values, image, reputation, assets and interests.

POLICY

In this policy, "sponsorship" refers to a mutually agreed to arrangement, prepared in writing, between the Health Unit and an external party (organization or individual referred to as the "sponsor") where the sponsor contributes money, goods or services to a Health Unit facility, program, project or special event in return for recognition, acknowledgement, or other promotional considerations or benefits.

This policy excludes donations, gifts in-kind or advice where no business relationship or association is contemplated or is required and where not reciprocal consideration is being sought. Refer to Donations Policy.

Reputational Risk

Conflict of Interest

The policy applies to all Staff / Board Members, and all relationships between the Health Unit and the sponsor. Staff / Board Members must not receive direct professional, personal or financial gain from an affiliation with the sponsor. The Health Unit must be vigilant at all times to avoid any real or apparent conflict of interest in accepting sponsorships. For more details on conflict of interest refer to Policy G-380 Conflict of Interest and Declaration.

Brand Preservation

The sponsorship must enhance, not impede, the Health Unit's ability to act in the best interest of the public. Agreements shall not in any way invoke future consideration, influence or be perceived to influence the day to day operations of the Health Unit. The Health Unit will maintain complete control of all funds provided from sponsors. The Health Unit's intangible intellectual assets, including name and logo, will be protected at all times. Sponsors will not be permitted to use Health Unit's name or logo for any commercial purpose or in connection with the promotion of any product. The Health Unit will not provide product or service endorsements or allow commercial product promotions. Use of the MLHU logo by other agencies must be approved by Communications.

SUBJECT: Corporate Sponsorship
SECTION: Financial and Organizational
Accountability

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The Health Unit aims to preserve and protect its image and reputation at all times, and therefore, will not solicit or accept sponsorship from companies whose products or services are inconsistent with MLHU's mission, vision, values or health promotion messaging. Under no circumstances will corporations in the production or distribution of breast milk substitutes be considered for sponsorship. Consideration can be given to subsidiary companies as long as the parent company is not promoted.

The Health Unit reserves the right to reject any unsolicited sponsorships that have been offered, and to refuse to enter into agreements for any sponsorships that may have originally been solicited by the Health Unit.

PROCEDURE

Impact Assessment

There may be legal, administrative, professional practice or other considerations (e.g. labour relations, budget, resourcing, health promotion messaging etc.) that should be reviewed and clarified before entering into any type of sponsorship agreement. Refer to Appendix A Corporate Sponsorship Assessment Form.

Sponsorship Agreement

Approval

All sponsorship opportunities must be reviewed by the Division Director with consultation as appropriate, before any agreement is signed. The Signing Authority Policy governs the approvals required for the execution of any sponsorship agreement. All sponsorships regardless of their value must have a signed agreement, which clearly outlines the responsibilities of all parties.

Multi-Year Agreements

Sponsorship agreements that are entered into, which span greater than one year, are to be evaluated on an annual basis by the Associate Director, Finance to ensure that the criteria have been met, and will continue to be met. Any changes by the Health Unit to the sponsorship agreement will be forwarded to the appropriate authorizing person as per the Signing Authority Policy.

Multi-Party Agreements

When activities are planned in partnership with other organizations, and a sponsorship agreement is involved, consensus about the corporate sponsorship must be achieved among all partners. All parties must sign off on the sponsorship agreement.

Sponsor Recognition

How the sponsor is recognized or acknowledged must be included in the sponsorship agreement.

Solicitation

SUBJECT: Corporate Sponsorship
SECTION: Financial and Organizational
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The solicitation process for sponsorship does not need to follow the competitive procurement process for quotes. Any other situations that are an exception to this Policy will be reviewed by the Medical Officer of Health / Chief Executive Officer (MOH / CEO) and the Board of Health if required.

DEFINITIONS

Charitable Donation: A free or philanthropic contribution or gift, usually to a charity or public institution. It could be in the form of goods, services or funds given with expectation of a tax receipt.

Corporate Sponsorship: Is a marketing-oriented, contracted partnership between a corporation and a not-for-profit organization with obligations and benefits to both parties. What distinguishes corporate sponsorship from a charitable donation is the expectation for corporate recognition. A corporation may choose to sponsor an organization on a short or long-term basis by providing funding, goods or services. Corporations may use sponsorship as a deductible business expense. Examples of corporate sponsorship are:

- Donating products for contests
- Printing of materials
- Donating supplies, equipment, food or people
- Providing mailing services
- Funding for specific programs or activities
- Providing meeting space
- Naming rights

Sponsorship Arrangement: Is a business arrangement whereby the partner commits resources (monies and/or in-kind resources) to support a specific project or activity, but does not share in the profits or underlying risks of the project. The partner contributes funds to an event, program or even a capital project and receives a benefit (e.g., specific image and marketing opportunities) from the associated publicity.

Sponsorship Agreement: The document which outlines the terms and conditions of the Sponsorship Arrangement, and outlines the responsibilities of all parties.

Endorsement: A formal and explicit approval or a promotional statement for a product or service of a corporation.

Naming Rights: A type of sponsorship in which an external company, organization, enterprise, association or individual purchases the exclusive right to name an asset or venue (e.g., a library building, sports facility or part of a facility - an ice pad within a multi-pad facility, etc.) for a fixed or indefinite period of time. Usually naming rights are considered in a commercial context, which is that the naming right is sold or exchanged for significant cash and/ or other considerations under a long-term arrangement.

Solicitation: Act or instance of requesting or seeking bid, business, or information.

SUBJECT: Corporate Sponsorship
SECTION: Financial and Organizational
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SUBJECT: Corporate Sponsorship
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APPLICABLE LEGISLATION

Not applicable.

RELATED POLICIES

G-330 Gifts and Honorariums
G-200 Signing Authority

REVISION DATES (* = major revision):

September 25, 1997

May 31, 2000

May 16, 2002

March 31, 2014

Governance Policy Manual – Corporate Sponsorship Assessment Form

1. Name of proposed sponsor: _____
Name of sponsor contact person: _____
Name of MLHU Contact Person
(Division Director /Project Staff): _____

2. Any prior philanthropic association with the MLHU?
Yes No

Describe: _____

3. What is the nature of the proposed sponsorship?

Division: _____
Project or Event: _____
Describe: _____

4. How will this relationship advance the overall health of the community and/or the mission of the MLHU?

5. Is the sponsor's mission and project or service compatible with the Health Unit mission?

Yes No

6. Outline any potential conflict of interest (Real or Apparent).

7. Optimal timing for submission of requests for sponsorship proposal to company.

8. Information on company sponsorship approval process.

9. What does Corporate Sponsor require from MLHU for their approval process?

10. Corporate Sponsor's Annual Report & Strategic Plan obtained:

Yes No N/A

11. Has another MLHU Division or project stated an intention to solicit from this sponsor?

Yes No

12. Probable response to this sponsorship relationship within:

	UNFAVOURABLE	NEUTRAL	FAVOURABLE
The Ministry of Health			
The Community			
Other MLHU Stakeholders			

13. Overall assessment of this sponsorship relationship:

1 2 3 4 5
 Not Useful Useful Very Useful

14. According to MLHU policy have appropriate MLHU signators in the MLHU reviewed this Sponsorship Assessment Form?

Yes No

Comments or Conditions:

15. Division Director if applicable:

Accept Reject

(name and position)

(date)

16. Medical Officer of Health / Chief Executive Officer recommendation if applicable:

Accept Reject N/A

(signature and position)

(date)

17. Board of Health recommendation if applicable:

Accept Reject N/A

(Chair of Board)

(date)

18. Assessment form completed by:

(signature and position)

(dates)

ATTACH A COPY OF THE PROPOSAL TO/FROM THE SPONSOR TO THIS FORM.

Governance Policy Manual – Corporate Sponsorship Agreement / Contract

BETWEEN:

Middlesex-London Health Unit (the "Health Unit")

AND

The "Corporate Sponsor"

Corporate Name

Address

ACTIVITY:

(Indicate exact manner in which event is to be described)

LOCATION OF ACTIVITY:

DESCRIBE THE DONATION:

PURPOSE

The Corporate Sponsor has agreed to sponsor (the Activity indicated above).

The Agreement sets forth the respective roles, obligations and commitments of the Corporate Sponsor and the Health Unit regarding the Activity.

Each party agrees to observe this Agreement to the best of its ability.

Recognition/Promotion

In all promotional materials and publicity, the Activity will be described as indicated above. Describe the prominence of Health Unit/Corporate Sponsors names and logos in all promotional materials and signage used in connection with the Activity.

Describe content and style of promotion materials.

ADMINISTRATION

1.0 The Corporate Sponsorship Agreement/ Sponsorship Contract addresses the following:

- 1.1 Insurance Coverage if applicable.
- 1.2 Responsibilities, liabilities, obligations and benefits of MLHU and Corporate Sponsor.
- 1.3 Project timelines.
- 1.4 Describe content and style of promotional materials.
- 1.5 Commitments to suppliers/others.
- 1.6 Pricing of participation in the activity.
- 1.7 Revenue and expenditure budget.
- 1.8 Frequency of reports re project/program status to Corporate Sponsor.
- 1.9 Financial Considerations - receipts, proceeds, statements of account (describe the use of proceeds, services in kind and uses of the donation), audit requirements.

2.0 Termination

If the Corporate Sponsor is sponsoring the Activity on a "one time" basis state: "this Agreement will terminate when the Activity is concluded and all obligations with respect thereto have been satisfied".

If the Corporate Sponsor will be sponsoring the Activity on a "continuing" basis state: "this Agreement will continue in force until terminated by either party on at least 30 days prior written notice to the other party".

After termination of this agreement, the Corporate Sponsor will no longer be associated with the Activity. The Health Unit will be entitled to continue, discontinue or modify the Activity as it considers appropriate and the Activity, the name, style and any logos associated with the Activity, excluding any logos of the Corporate Sponsor, will remain the property of the Health Unit.

3.0 Modifications

This Agreement is subject to any additional matters agreed to be the parties described in any appendix attached hereto.

The Middlesex-London Health Unit

Medical Officer of Health / Chief Executive Officer

Date

The "Corporate Sponsor"

Per

Date

SUBJECT: Gifts and Honorariums
SECTION: Financial and Organizational
Accountability

POLICY NUMBER: **G-330**
PAGE: 1 of 2

IMPLEMENTATION:
SPONSOR: MOH / CEO
REVIEWED BY: Finance and Facilities
Committee

APPROVAL: Board of Health
SIGNATURE:
DATE:

PURPOSE

This policy addresses what is an acceptable gift/honorarium for Staff / Board Members to receive when acting in their capacity as Health Unit employees / public health professionals / members of the Middlesex-London Board of Health.

This policy applies to full time, part time and contract employees and Board Members unless otherwise stated. This policy applies at all times, whether during a traditional gift-giving season or not.

POLICY

Gifts/Gratuities

The giving of personal gifts of nominal value, on an occasional basis, is a common practice in building and maintaining business / client relationships. Suppliers, business associates and others with whom the Health Unit has professional relationship may from time to time provide staff with tokens of appreciation. Staff / Board Members may accept gifts of small intrinsic value if they are an appropriate common expression of courtesy or appreciation within normal standards of hospitality, all others must be declined. All gifts must be reported to the employee's supervisor, or in the case of a Board Member, the Secretary-Treasurer of the Board of Health.

Gifts or other favours that could in any way influence or appear to influence business decisions are not an acceptable practice of the Health Unit and should not be accepted.

Honorariums

As part of their public service, Staff / Board Members may prepare and/or deliver health unit-related programs or information to community organizations. In these situations, the receiving organization may provide a nominal amount of remuneration to the Health Unit Staff / Board Members, in appreciation and recognition of the service delivered. Honorarium payments can be in the form of gift or gift cards and must be limited to a maximum value of \$500. Notable exceptions might be for a distinguished or recognized professional key note address at a major event, conference or fundraising activity. When an honorarium is received, the employee will turn the gifts over to their immediate supervisor, or in the case of a Board Member, the Secretary-Treasurer of the Board of Health.

SUBJECT: Gifts and Honorariums
SECTION: Financial and Organizational
Accountability

POLICY NUMBER:
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Funds will be used to purchase resources within the Division, or the Board expenses budget. Canada Revenue Agency regulations state that honorariums exceeding \$500 cumulatively in one calendar year are to be considered a taxable benefit and subject to a T4A.

PROCEDURE

Notification & Documentation of Gifts and Honorariums

For the purposes of an audit, all gifts or honorariums (regardless of value) received by Staff / Board Members should be appropriately documented, including the name of the individual receiving the gift, the individual who approved the receiving of the gift, the reasons for the awarding of the gift, the contents and value of the gift itself, and any other relevant details. These details should then be reported to the Associate Director, Finance. Accurate records must be maintained in order to demonstrate the reasonableness and appropriateness of any gift. Awarding gifts must be compliant with Canada Revenue Agency rules.

DEFINITIONS

Gift: Is something acquired without compensation. This would include, for example, a meal, flowers, gift cards, gift certificates, or a ticket to a special event.

Honorarium: Is an ex gratia payment made to a person for their services in a volunteer capacity or for services for which fees are not traditionally required. It is typically a small payment made on a special or non-routine basis.

CRA: Canada Revenue Agency

T4A: Canadian tax information slip is a Statement of Pension, Retirement, Annuity, and Other Income

APPLICABLE LEGISLATION

RELATED POLICIES

REVISION DATES (* = major revision):

September 30, 1992

June 15, 1994

August 2, 2000

March 2, 2005

October 2, 2014

SUBJECT: Board of Health Remuneration
SECTION: Financial and Organizational
Accountability

POLICY NUMBER: **G-410**
PAGE: 1 of 2

IMPLEMENTATION:
SPONSOR: MOH / CEO
REVIEWED BY: Finance and Facilities
Committee

APPROVAL: Board of Health
SIGNATURE:
DATE:

PURPOSE

To ensure that Board of Health Members receive compensation for their activities on behalf of the Board of Health.

POLICY

In accordance with the Health Protection and Promotion Act, section 49, Board Members shall receive compensation for each day on which they conduct business on behalf of the Board of Health. For the purposes of this policy, such business includes official meetings at which the member represents the Board and attendance at conferences, but does not include ceremonial functions or special events. Board Members attending conferences shall also be reimbursed for travel expenses in accordance with policy G-420 Travel Reimbursement.

PROCEDURE

Remuneration for Board of Health Business is to be paid for each day on which any eligible Board Member attends a Board meeting, Board committee meeting, a meeting which the member attends on behalf of the Board of Health, or an approved convention or conference.

Compensation rates for Board of Health Members who are eligible to receive expenses have been based on comparable rates passed by local municipalities. The half-day per diem rate is reported to and approved by the Board of Health on an annual basis.

Board Members shall receive only one fee per day, regardless of whether the member attends more than one official function in a day.

All community appointees shall receive this remuneration. Municipal appointees who receive annual remuneration from their municipality shall not be eligible for additional remuneration from the Middlesex-London Health Unit.

In circumstances in which the municipality does not provide annual remuneration to its councilors, the Middlesex-London Health Unit shall provide remuneration for the municipal appointees, based on the days on which they are engaged in Board business.

Board Members eligible to receive remuneration shall complete and submit the appropriate form (Appendix A).

SUBJECT: Board of Health Remuneration
SECTION: Financial and Organizational
Accountability

POLICY NUMBER:
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APPLICABLE LEGISLATION

Health Protection and Promotion Act, R.S.O. 1990, c. H.7

RELATED POLICIES

G-420 Board of Health Reimbursement and Travel
REVISION DATES (* = major revision):



Middlesex-London Board of Health

Reimbursement for Monthly Activities

Name of Board Member: _____

Please use a separate form for each month and include all activities for that month.
Only expenses claimed below are eligible for reimbursement.

1. REGULARLY SCHEDULED BOH MEETING

2016 Rate

Date	Mileage (in kilometers)
	kms

0 - 5000 kms @ 51 cents
5000 kms and over @ 45 cents

2. BOARD CHAIR PREPARATION MEETING WITH MOH (*25% of regular meeting rate \$151.49 as of January 1, 2016)

Date	Mileage (in kilometers)
	kms

3. OTHER ACTIVITIES (i.e. special meetings, summer meetings, teleconferences etc.)

Date	Name/Purpose of Meeting	Mileage (kms)	Parking	Phone	Accom'n	Other

4. FOR aIPHa CONFERENCE ONLY *

	Attended		
	AM	PM	Evening
DAY 1			
DAY 2			
DAY 3			

Check if Applicable		
Additional day required for travel		
Hotel/transportation receipts attached		\$
Mileage		kms

* Board members are remunerated for 3 rate payments per day of attendance: morning/afternoon/evening session

Financial Services Use Only		
Vendor # _____ -- _____		
Voucher #	Account	Amount
	70098-800-000	\$.
	70098-800-000	\$.
	70098-800-000	\$.
	75098-800-000	\$.
	78098-800-000	\$.
	13600-800-000	\$.
	78098-800-000	\$.
	13600-800-000	\$.
Total:		\$.

Board Member's Signature

Secretary-Treasurer's Signature

Financial Services Signature

GOVERNANCE MANUAL

SUBJECT: Travel Reimbursement
SECTION: Financial and Organizational
Accountability

POLICY NUMBER: **G-420**
PAGE: 1 of 7

IMPLEMENTATION:
SPONSOR: MOH / CEO
REVIEWED BY: Finance and Facilities
Committee

APPROVAL: Board of Health
SIGNATURE:
DATE:

PURPOSE

This policy addresses the reimbursement of out of town travel expenses incurred by Staff / Board Members of the Health Unit, while conducting Health Unit business. This includes but is not limited to, conferences, conventions, seminars, workshops, and other business-related reasons.

Consultants are not covered by this policy. The contract between the Health Unit and the consultant should clearly specify what, if any, expenses a consultant would be reimbursed for.

POLICY

Staff / Board Members are always expected to make the most practical, economical and reasonable arrangements for travel, meals, accommodation, hospitality, and other travel-related expenses. Out of town travel must be approved in advance of the occurring the expense.

In situations where a collective agreement or an employment contract specifies reimbursement terms/rates, those terms/rates shall apply, and shall supersede the terms/rates contained in this policy. In situations where staff/board members are traveling on behalf of a “sponsoring” organization (for example, ONA, CMA, etc.) and that organization is reimbursing travel expenses in whole or in part, the reimbursement will be made directly to the individual by the sponsor organization. The Health Unit will reimburse for the amount not covered by the sponsor organization.

PROCEDURE

Out of town travel must be approved in advance. All expenses must be authorized by the appropriate approver (refer to Signing Authority Policy). The approver is responsible to ensure all claims are correct, reasonable, and in accordance with this policy, including meal allowances and travel rates. Approvers cannot authorize their own expenses, or that of a subordinate that has paid for travel, meals, etc., expensed to the approver’s benefit.

Approvers are accountable for their decisions, which should be:

- Subject to good judgment and knowledge of the situation,
- Exercised in appropriate circumstances,
- Comply with the principles and mandatory requirements set out in this policy.

SUBJECT: Travel Reimbursement
SECTION: Financial and Organizational
Accountability

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When a situation arises and discretion needs to be exercised, approvers should consider whether the request is:

- Able to stand up to scrutiny by the auditors and members of the public,
- Properly explained and documented,
- Fair and equitable,
- Reasonable and appropriate.

Reimbursement of Expenses

All out of town expenses should be charged to a corporate purchase card and therefore, no reimbursement is necessary. When an expense cannot be charged or the staff/board member does not have a corporate purchase card, then they are required to complete a Travel Expense Statement on a timely basis to ensure the reimbursement of expenses. Original receipts must be attached for all expenses being reimbursed. Forms that do not comply with policies and procedures are returned to the approver and are not processed until corrected.

Loyalty Programs

When staff/board members accumulate loyalty points for travel by train (VIA Preference Program) or by air (there are a variety of airline and hotel loyalty programs, such as Aeroplan), those points are to be accumulated and used for future corporate travel, and must not be used for personal travel. Separate accounts should be held for personal and business travel if available. For the VIA Preference Program, a maximum of 5,000 points can be accumulated on any one account, and thereafter must be used for corporate travel. Staff may be asked to produce a statement showing points balance at the end of the year.

Privacy

All expense information is considered to be public information and shall be made available upon request, to the Privacy Officer, regardless of whether the request is by the Health Unit or a member of the public.

Travel

The mode of transportation chosen – air, train, or car – should be that which enables staff/board members to attend to Health Unit business with the least cost to the Health Unit, consistent with a minimal amount of interruption to regular business and personal schedules. Consideration should be made as to unproductive time away from the workplace.

Where a number of staff/board members attend the same function, shared travel will be considered where possible. Basic economy/coach fares will be paid by the Health Unit. Any upgrades are the responsibility of the staff/board member.

Sickness and Accident Insurance is provided by the Health Unit to staff/board members when they are traveling outside of Canada on Health Unit business. Additional sickness or accident insurance premiums will not be covered by the Health Unit.

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Travel by Air

Staff/board members may travel by air for trips that are beyond reasonable driving distance. Prior approval for all air travel must be obtained from the direct supervisor.

Economy airfare is normally to be used, but business class may be authorized if:

- Less expensive seats are not available, or
- The individual is travelling on a continuous flight in excess of five hours

Every effort should be made to book travel well in advance to take advantage of discounted fares and to obtain the lowest fares compatible with necessary travel requirements. The cost of an additional night of accommodation may be incurred, and will be reimbursed, if it is required in order to take advantage of a discount fare, provided that the cost of the extra accommodation is not greater than the savings realized from benefitting from the discounted fare.

Original boarding pass(es) and ticket/E-ticket should be attached to the expense report for each segment of travel. If the boarding pass or ticket is unavailable, then proof of travel must be demonstrated.

Travel by Rail

When booking train travel, the VIA Rail promotion code (700603) should be used in order to receive the corporate discount. Basic economy/coach fares will be paid by the Health Unit; any upgrades are the responsibility of staff/board members. Staff/board members will choose the most economical and direct form of transportation by train. Wherever possible, travel arrangements should be made in advance to ensure availability of economy class seats and at the best price.

Economy airfare is normally to be used, but business class may be authorized if:

- Less expensive seats are not available, or
- The individual is travelling on a continuous flight in excess of five hours

Original boarding pass(es) and ticket/E-ticket should be attached to the expense report for each segment of travel. If the boarding pass or ticket is unavailable, then proof of travel must be demonstrated.

Travel by Car

When a car is the most practical and economical way to travel, a personal vehicle can be used but mileage reimbursement will be the actual distance travelled or 250 kms (round-trip), whichever is less, at the allowable rates. Otherwise a rental vehicle should be secured.

Consideration of using a personal vehicle for trips over 250kms will be given to Board Members or Staff who require an accommodation or where the time and cost of obtaining a rental vehicle is not cost-effective. Requests for mileage over 250kms must be pre-approved by the Director, Corporate Services, Medical Officer of Health / Chief Executive Officer, or designate. Rental vehicle - Rental of compact or mid-sized vehicles is encouraged. The car rental company approved by the Health Unit is Enterprise and should be used where possible to ensure the

SUBJECT: Travel Reimbursement
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most favourable rates. Consideration may be given for a car rental upgrade based on the number of passengers, weather conditions and other safety reasons. All luxury and sports car rentals are expressly prohibited. Rental cars must be refueled before returning, to avoid extra charges, and the receipt for the gasoline purchase must be attached to the Travel Expense Statement, together with a copy of the rental agreement.

Personal Vehicle - When more than one staff/board member is travelling in the same motor vehicle, only the owner of the vehicle is entitled to reimbursement for mileage expenses. The owner of the vehicle must ensure that the vehicle is adequately insured. Insurance should provide for \$1 million in liability, accident benefits, collision and direct compensation coverage.

The Health Unit assumes no financial responsibility for privately-owned vehicles being used for Health Unit business other than paying the mileage rate. The mileage rate covers the cost of fuel, depreciation, maintenance, and insurance. When calculating the total kilometres of a trip that originates from the staff member's home, the normal distance driven to the Health Unit should be excluded. A maximum of 250kms per out of town trip is allowed for reimbursement unless pre-approved.

Parking and Other Fees

Cost of parking a vehicle at a transportation terminal while on out-of-town business will be reimbursed, provided that the cost of the parking does not exceed the cost of ground transportation from departure point (home or place of business) to the transportation terminal. Cost of parking in another city while on out of town business will also be reimbursed. Loss or damage to the personal vehicle, while parked, is not the responsibility of the Health Unit.

Highway and bridge tolls and ferry charges will be reimbursed with receipts attached. Traffic and parking violations incurred while driving on Health Unit business will not be reimbursed.

Hotel Accommodation

Government rates should be requested at the time of making the hotel reservation. Individuals may be reimbursed for the total cost (including taxes) of either a single or double room depending on individual circumstances. Staff should share accommodations when possible. An overnight stay in association with a one day meeting or business event out of town is justified only when the staff/board member is required to leave home early in order to be on time for the event starting before 9:00 a.m.

While travelling on business related to the Health Unit, in situations where staff/board members choose to stay overnight with friends or relatives instead of at a hotel, accommodation expenses will not be reimbursed, but appropriate meal allowances will still apply.

Hotel charges incurred because of failure to cancel a reservation on a timely basis will not be reimbursed.

Meals

A meal expense will be reimbursed when staff/board members

- Are out of town over a normal meal period, or

SUBJECT: Travel Reimbursement
SECTION: Financial and Organizational
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- Have prior approval for the meal expense

The maximum allowable amount that will be reimbursed for meals (inclusive of taxes and gratuities) is \$10 for breakfast, \$20 for lunch and \$30 for dinner. Original receipts must be provided for all meal expenses. Expenses must be incurred during normal working hours, or on route to home. The approver is responsible for ensuring that submissions for meal allowances fall within the maximum allowable amounts.

It is understood that gratuities may be provided during meals to acknowledge good service received. The maximum allowable gratuity that the Health Unit will reimburse is 15% of the total after tax amount of the meal.

Alcohol

The cost of alcoholic beverages will not be reimbursed. In the event that alcohol is consumed during a meal or otherwise, staff/board members are to ask the restaurant for a separate invoice/receipt for the alcohol so that there is clarity for the reimbursable food portion.

Telephone Calls

Staff/board members will be reimbursed for all telephone calls (local or long distance) that are directly related to Health Unit business. One reasonable personal call home from a hotel will be reimbursed for each day of out of town travel.

Combining Personal Travel

Staff/board members are responsible for all additional and incremental expenses incurred as a result of a spouse, partner or companion or any other person, travelling with them. Expenses should be tracked very carefully to be able to clearly distinguish between the staff/board member portion, and that which applies to the other person.

When personal travel is combined with business travel, only the business portion of the trip will be reimbursed. Expenses should be tracked very carefully to be able to clearly distinguish between the personal portion and the business portion.

Other Travel-Related Expenses

Business expenses, such as computer access charges, photocopying, word processing services, facsimile transmissions, internet connections, rental and transportation of necessary office equipment will be reimbursed provided the charges incurred are reasonable and related to Health Unit business.

Additionally, staff/board members will be reimbursed for taxicab fares, airport limousines and buses (or equivalents, e.g. subway) for transportation between the individual's home/workplace and the designated transportation terminal. While out of town, transportation to/from the transportation terminal and the hotel, and transportation within the destination city, will also be reimbursed. Staff should use public transit when available.

Recreational items (e.g. video rentals, mini-bars, special facilities charges, entertainment not directly related to Health Unit business, etc.) will not be reimbursed.

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Hospitality Events

Hosting or contributing to hospitality events is not reimbursable.

Travel Cash Advances

Requests for a travel cash advance must be made to the employee's direct supervisor and forwarded to Finance at least one week prior to departure. The amount of cash advanced will be calculated by the manager based on the individual circumstance, with a \$100 minimum amount. Exceptional circumstances will be approved by Finance.

Any funds owing to the Health Unit beyond a 30 day period from return date of travel will automatically be deducted from the staff member's next pay cheque or the board member's next remuneration.

Non-Reimbursable Expenses

In addition to other items mentioned above, which are not reimbursable, expenses of a personal nature will not be reimbursed. Such expenses include, but are not limited to:

- Expenses resulting from unlawful conduct,
- Damage to personal vehicle as a result of a collision,
- Personal items not required to conduct health unit business,
- Memberships to reward programs or clubs (e.g., airline clubs),
- Personal credit card fees and/or late payment charges.

DEFINITIONS

ONA: Ontario Nurses Association

CMA: Canadian Medical Association

Loyalty Programs: Long-term marketing effort which provides incentives to repeat customers who demonstrate loyal buying behavior for example: Aero-plan rewards

Sickness and Accident Insurance: Insurance policy covering personal accident and sickness benefits

Economy Airfare: Also referred to coach class or standard class, is the lowest travel class of seating in air or rail travel

VIA Rail: Via Rail Canada offers intercity passenger rail services in Canada

Boarding Pass/E-ticket: Is a document provided by an airline during check in, giving a passenger permission to board the airplane for a particular flight

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Liability, accident benefits, collision and direct compensation Insurance: Insurance policy covering liability, accident benefits, collision and direct compensation

Travel Cash Advances: An authorized payment of money by the MLHU, directly to a staff/board member in support of anticipated travel expenses

Hospitality Events: To host or entertain people while on out of town business relating to the affairs of the Health Unit

APPLICABLE LEGISLATION

RELATED POLICIES

Signing Authority

REVISION DATES (* = major revision):

October 17, 2013

March 31, 2014