

THIS AMENDED CONTRACTED SERVICES AGREEMENT (the "Agreement" made as of the 10th day of November, 2022.

BETWEEN:

Stronghold Services Corporation

(hereinafter called "**Contractor**")

- and -

**The Board of Health of the
Middlesex-London Health Unit**

(hereinafter called "**MLHU**" or the "Health Unit")

WHEREAS the Contractor has advised and MLHU agrees that the Contractor has the necessary qualifications, experience, and abilities to provide outsourced information technology services (as defined herein) (the "Services") to MLHU;

AND WHEREAS the Contractor is agreeable to providing such Services to MLHU on the terms and conditions set out in this Agreement;

AND WHEREAS the Contractor and MLHU had an executed agreement in place dated November 21st, 2017 – December 31st, 2021, with the option to exercise a renewal after 4 years.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the terms, covenants and provisions herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS:**

"Confidential Information" means any information, whether in written, visual or oral form, that either alone or in the context of other information, could reasonably be considered information that is of a sensitive nature to the organization or institution, including employee, financial, organizational information, and would also include information that is evaluative or opinion material compiled solely for the purpose of determining suitability, eligibility or qualifications for the awarding of contracts and other benefits by the organization or institution if the disclosure would reveal the identity of a source who furnished information to the organization or institution in circumstances where it may reasonably have been assumed that the identity of the source would be held in confidence. For clarity, Confidential Information would be any information that would fall within the foregoing definition, whether this information emanates from or is about MLHU, or another organization or institution.

"Personal Health Information" has the meaning set out in the *Personal Health Information Protection Act*, as it may be amended during the term of this Agreement;

"Personal Information" has the meaning set out in the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)* as it may be amended during the term of this Agreement;

2. **SERVICES PROVIDED:**

The Contractor agrees to deliver all Services in accordance with the proposal as submitted to the MLHU by Contractor attached as Schedule A.

3. TERM:

This Agreement shall commence as of the date hereof, and will remain in full force and effect until the December 31, 2025, subject to earlier termination as provided in this Agreement.

4. PURPOSE:

The Parties acknowledge that the purpose of this Agreement has been agreed upon as set out but not limited to the previous contract pertaining to RFP 17-06 IT Managed Services.

Components to be included with this service:

- Application Management
- Audit and Compliance
- Electronic Records and Content Management Services
- IT Infrastructure
- Managed Security
- Network Services
- Technology and Technical Support
- Website Services
- Database Development and Maintenance
- Additional Services
- Projects
 - Continued implementation of Electronic Client Record solution and support for customization and development of the solution
 - Procurement ERP
 - Electronic Payments
 - Additional projects as scoped and approved by both parties
- Software Development Management
- Virtual CIO Services
 - Business Analysis
 - Management Reporting
 - Strategic IT Planning
 - Participation in Management Team and Board Meetings as required
- Server Administration

5. PERFORMANCE:

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect. Monthly management reviews are to occur at minimum between the Contractor and the Health Unit. The frequency of the monthly meetings may either increase or decrease at the discretion of the Health Unit. Mutually agreed upon Service Level Agreements are to be established within the first six months of the Agreement and will be in force thereafter. Failure to meet the established Service Level Agreement may result in the termination of the contract.

6. PAYMENT TERMS AND BILLING:

The monthly billing rate for the Contractor is as outlined in Schedule "A".

The Health Unit will be billed monthly for the Contractor's services. Payment schedules may be increased at the discretion of the Health Unit. Any amount due to Contractor under this Agreement

shall be payable in upon terms of invoice. The Contractor agrees that invoicing for all COVID specific expenses outlined in Schedule A will be terminated once MLHU is no longer performing COVID related work and/or receiving additional funding related to the COVID-19 pandemic.

7. EMPLOYMENT.

The Parties hereby agree the Contractor's Resources are and will remain employees of the Contractor and shall provide the Services to the Health Unit on the terms and conditions set out herein. All costs and expenses arising from the Resources' employment shall be borne and administered by the Contractor and unless otherwise noted in this Agreement shall include all recruitment costs, salary, benefits and other remuneration, statutory remittances including under the *Employment Insurance Act*, *Canada Pension Plan*, Employer Health Tax, mileage, pension benefits, WSIB premiums, penalties and surcharges, pregnancy leave costs, sick leave benefits, sick leave expenses, disability expenses, wrongful dismissal claims, payments under the *Employment Standards Act* (including without limitation termination pay, severance pay, vacation pay, public holiday pay and any other payments), damage claims, human rights claims, claims or penalties under the *Occupational Health and Safety Act*, claims under any other legislation that creates rights and obligations between employees and employers, group health and dental benefits, all other benefits and all other claims, liabilities or expenses directly or indirectly related to the Resources' employment.

8. LIVING WAGE

- (a) In accordance with MLHU's procurement requirements, it is a condition of this Agreement that, for the duration of this Agreement:
 - (i) the Contractor must pay all Resources employed by the Contractor to perform Services pursuant to this Agreement not less than the Living Wage, as set annually by the Living Wage for Families Campaign; and
 - (ii) notwithstanding 9 (a), the Contractor has up to 12 months from the date on which any increase in the Living Wage is adjusted by Living Wage for Families Campaign, to increase any or all wages such that the Resources providing Services under this Agreement continue to be paid not less than the Living Wage.
- (b) If the Contractor sub-contracts all or part of the provision of the Services to a sub-contractor in accordance with this Agreement, the Contractor shall ensure that any subcontractor adheres to Section 9(a) as though it were the Contractor.

9. SERVICE HOURS.

The Contractor's Supervisor FTE Resource will be available to provide Services a minimum of 35 hours per week for the Health Unit, which will typically be Monday to Friday from 8:30 am to 4:30 pm, less a one (1) hour daily lunch break. After hours, weekend and holiday help desk support will also be provided by Contractor as required by MLHU staff. This onsite support will be reviewed on a regular basis at the third, six and at the twelfth month period, and as needed thereafter. The Health Unit will direct the Services to be provided by the Resource and oversee their provision of those Services, however the Contractor remains the Resource's employer for all purposes.

10. LOCATION OF SERVICES.

The Contractor's Supervisor FTE or Support FTE Resource will provide the Services primarily at

the Health Unit's office at Citi Plaza location, 110-355 Wellington Street, London, Ontario. The Resources may be required to visit other Health Unit office locations in London, Ontario and Strathroy, Ontario. The location of service provision may be subject to change in the event the Health Unit chooses to relocate to an alternate facility. The MLHU will not provide parking to the Resources nor will MLHU reimburse the cost of parking at the primary site. Any mileage or travel costs the Resource may incur outside of the City of London will be billed separately by the Contractor at no greater rates than what is set out in the Health Unit's *Use of Personal Vehicle Policy* (Attached as Schedule "B").

11. **MLHU STAFF, PREMISES AND SYSTEMS**

Under this Agreement, and as determined by MLHU, designated MLHU IT staff will report to the MLHU Manager of ITS. MLHU will continue to exclusively manage all aspects of the employment relationship with all of its IT staff including, but not limited to, recruitment, hiring, performance management, discipline and termination except such tasks expressly delegated to the Contractor's Supervisor resource in writing with the Contractor's agreement. MLHU's IT staff shall not perform any work for non-MLHU entities, nor shall the Contractor's Resources perform such work on MLHU's premises or using MLHU's systems.

The Contractor may make recommendations to MLHU regarding changes to the duties of MLHU IT staff. The Contractor may not discuss or negotiate any changes to roles or terms of employment directly with any MLHU IT staff. Any changes must be approved by MLHU in advance in writing.

The Contractor will not perform the work of those MLHU IT staff currently in the CUPE bargaining unit without prior written consent of MLHU. Contractor Resources' Job Descriptions are located in Schedule C.

12. **ORIENTATION.**

A Contractor Representative will accompany any new Contractor Supervisor Resource to the Health Unit to ensure they are sufficiently oriented with the information necessary to commence providing Services at the Health Unit.

13. **COMPLIANCE WITH HEALTH UNIT POLICIES AND PROCEDURES.**

The Contractor will ensure that its Resources will review and comply with all Health Unit policies and procedures that apply to independent contractors providing onsite services, and will ensure that its Resources read and adhere to the Health Unit's Code of Conduct (Attached as Schedule D). The Contractor will instruct its Resources to raise any questions or compliance issues regarding the Health Unit's Code of Conduct with a member of the Health Unit's Human Resources team.

14. **REPLACEMENT.**

In the event that the Resources initially assigned by the Contractor to provide Services to the MLHU are unable to fulfill their assignment, or their performance does not meet acceptable standards as solely determined by the Health Unit, or they are given another assignment by Contractor, Contractor will provide a replacement Resource within 24 hours after a suitable candidate has been approved by the Health Unit. During candidate selection the Contractor's Service Manager will temporarily provide coverage for essential services and will perform the role remotely from Stronghold for a maximum of eight weeks. The contractor Supervisor FTE rate will be reduced by 50% after eight weeks if a suitable replacement is not in place within eight weeks of Resource departure.

15. **SUBCONTRACTING**

The Contractor must obtain advance permission in writing from MLHU to subcontract the performance of any Services and must ensure that the Subcontractor is bound by the terms of this Agreement.

16. LABOUR DISRUPTION

In the event of a labour disruption amongst MLHU's staff, the Contractor agrees to assume additional responsibilities as requested and directed by MLHU.

17. CONFIDENTIALITY:

- (a) Each party covenants to the other party that it shall keep in confidence the Confidential Information of the other party to which such party obtains access as a consequence of entering into this Agreement;
- (b) Each party will take all reasonable precautions to protect such Confidential Information from any use, disclosure and copying, except as expressly authorized by this Agreement;
- (c) Each party will take all reasonable precautions to restrict access to the Confidential Information of the other party to its own employees and authorized subcontractors; and
- (d) Each party shall periodically implement such procedures as the other party may reasonably require to enhance the security of the Confidential Information in its possession.
- (e) The Contractor shall require its Resources to sign the Confidentiality and Privacy Compliance Agreement this is attached as Schedule F prior to any Resource providing Services under this Agreement and shall provide the MLHU with a copy for its records.

18. PRIVACY LEGISLATION COMPLIANCE & BREACH OF SECURITY SAFEGUARDS.

The Parties recognize and will comply with all applicable privacy and data protection laws, regulations and directives including, but not limited to, the *Health Protection and Promotion Act*, *Municipal Freedom of Information and Protection of Privacy Act*, *Personal Health Information Protection Act*, and *Personal Information Protection and Electronic Documents Act*, all as may be amended.

The Parties acknowledge that performance of some of the Services will require the Contractor to obtain access to, but not custody or copies of, certain Personal Information (including Personal Health Information) under the control of the MLHU. The Contractor:

- (a) acknowledges and agrees that to the extent the Services enable the MLHU to use electronic means to collect, use, modify, disclose, retain or dispose of Personal Health Information, the Contractor shall comply with the requirements prescribed for "providers" under the *Personal Health Information Protection Act*, as amended, if any;
- (b) acknowledges and agrees that to the extent the Services require the Contractor to obtain access to Personal Health Information under the control of MLHU, the Contractor is an "agent" of the MLHU within the meaning of the *Personal Health Information Protection Act*, as amended;

- (c) shall keep and maintain all Personal Information (including Personal Health Information) under the control of MLHU in strict confidence, using such degree of care as is reasonable to avoid unauthorized access, use or disclosure;
- (d) acknowledges and agrees that the Contractor (and the Resources) shall only obtain access to Personal Information (including Personal Health Information) under the control of MLHU for purposes necessary to providing the Services;
- (e) shall access Personal Information (including Personal Health Information) in the control of the MLHU solely and exclusively for the purposes for which access is provided pursuant to the terms and conditions of this Agreement, and shall not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Contractor's own purposes or for the benefit of anyone other than the MLHU, in each case, without MLHU's prior written consent;
- (f) shall not, directly or indirectly, disclose Personal Information (including Personal Health Information) in the control of MLHU to any person other than persons expressly authorized by MLHU without express written consent from MLHU unless and to the extent required by applicable law, in which case, Contractor shall use best efforts to notify MLHU before such disclosure or as soon thereafter as reasonably possible;
- (g) shall notify MLHU at the first reasonable opportunity if the Contractor learns of anything that gives its reason to believe that Personal Information (including Personal Health Information) in the MLHU's custody has been stolen or lost or used or disclosed without authority whether the Contractor or someone else is responsible;
- (h) agrees to comply with all applicable MLHU policies and procedures regarding the collection, use, disclosure, retention and disposal of Personal Information (including Personal Health Information) under the control of the MLHU;
- (i) acknowledges that any breach of its covenants or obligations set forth in clause may cause MLHU irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, MLHU is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which MLHU may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- (j) The Contractor shall require its Resources to sign the Confidentiality and Privacy Compliance Agreement this is attached as Schedule E prior to any Resource providing Services under this Agreement and shall provide the MLHU with a copy for its records.

19. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All intellectual property and related material, including any trade secrets, goodwill, relevant registrations or applications for registrations, and any rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is conceived, developed or produced in connection with the Services contemplated by this Agreement is irrevocably assigned to MLHU. The Contractor agrees that MLHU shall be the sole and exclusive owner of all right, title and interest in and to the Intellectual Property, including all patent, copyright, trade secret and other proprietary rights therein that may be secured in any place under laws now

or hereafter in effect. Contractor waives unconditionally and irrevocably all its moral rights and rights of a similar nature (including those rights arising out of copyright laws) in respect of any work (including works which may come into existence after the date of this Agreement) which copyright may subsist, created by Contractor during its engagement with the MLHU. The use of the Intellectual Property by MLHU will not be restricted in any manner. Upon the request of MLHU, Contractor shall sign and deliver any assignments or other necessary documents and otherwise assist MLHU to obtain, maintain, perfect or enforce any of MLHU's rights hereunder. Contractor agrees to contract with its employees and/or independent contractors to grant and/or protect these rights of the MLHU.

The Contractor may not use the Intellectual Property for any other purpose other than that contracted for in this Agreement except with prior written consent of MLHU. The Contractor will be responsible for any and all damages resulting from the unauthorized use of Intellectual Property.

20. RETURN OF PROPERTY:

In providing the Services under this Agreement, the Contractor agrees to return any property, documentation, records, or Confidential Information which is the property of the MLHU on demand of the MLHU at any time and immediately upon ceasing to provide the Services.

21. INDEMNITY:

The Contractor hereby agrees that it will fully indemnify and save harmless MLHU (which includes its directors, officers, agents and employees), successors and assigns with respect to all actions, claims, suits and demands which may be brought against MLHU and against all losses, liabilities, judgments, claims, costs, penalties, interest, demands or expenses that MLHU incurs in any way connected with this Agreement including, but not limited to, an assertion that the Contractor or any of its Resources are an employee or employees of the MLHU and not independent contractors.

22. PENDING LITIGATION

The Contractor agrees to inform MLHU of any pending litigation which may impact the Contractor's ability to execute this Agreement.

23. RIGHT OF TERMINATION:

This Agreement shall be in default if either party fails to comply with the terms, covenants and provisions of this Agreement. In the event that this Agreement is in default, the non-defaulting party shall provide the defaulting party with written notice of such default. Such written notice of default shall set out the specific provision of this Agreement that has been contravened, the nature of and facts that constitute default and the actions that are required by the defaulting party to bring the defaulting party back into compliance with the Agreement. In the event that the defaulting party has failed to take actions that would bring itself into compliance with the Agreement within ten (10) days of receiving the notice of default, the non-defaulting party shall have the right but not the obligation to terminate the Agreement immediately or with notice. Pro-rated fees will only be owing up to the date the Agreement is terminated and Services cease. No further payment shall be owing.

In the event funding cutbacks impact MLHU's ability to continue with this Agreement MLHU may terminate the Agreement before the end of the Term with no less than six (6) months advance notice in writing to the Contractor. MLHU will provide the Contractor with written confirmation from its CEO or their designate confirming the funding cutback in question.

24. CONSEQUENCES OF DEFAULT OR FAILURE TO FULFIL AGREEMENT:

If MLHU terminates the Agreement pursuant to section 24, MLHU may:

- (a) Cancel all further payments to the Contractor;
- (b) Demand repayment of any funds remaining in the possession or under the control of the Contractor that relate to a time frame following termination of the Agreement; and / or
- (c) Determine the reasonable costs for the Contractor to wind down the Services and permit the Contractor to offset such costs against the amount owing pursuant to section 24(b).

25. **INSURANCE AND CLEARANCE:**

MLHU shall not be held liable for any injury, including death, or for any loss or damage to property of the Contractor or for any obligation of the Contractor or anyone else, incurred or suffered by the Contractor or its agents, employees, sub-contractors or voluntary workers in providing the Services.

The Contractor agrees to purchase and maintain during the term of the Agreement general liability insurance in a form satisfactory to the MLHU in an amount of not less than Two Million (\$2,000,000.00) Dollars and shall include the MLHU as an additional insured with respect to the Services provided. This insurance will not be cancelled or permitted to lapse unless the insurer provides the MLHU with at least thirty (30) days prior written notice. Evidence that the insurance is in force shall be provided to MLHU upon the execution of this Agreement and thereafter upon request.

MLHU shall have the right to require such higher limits of insurance or other types of policies appropriate to the Agreement as it may require, acting reasonably. The Contractor's failure to fulfill this request relating to additional insurance shall be deemed a breach of this Agreement.

The Contractor shall provide MLHU with a WSIB Clearance Certificate prior to commencing the Services and thereafter upon MLHU's request. Alternatively, the Contractor may provide MLHU with written confirmation from the WSIB that Contractor is not required to register with the WSIB. The Contractor must provide updated confirmation to the MLHU upon request.

26. **POLICE CHECK**

Any Contractor Resource who will be providing Services under this Agreement must obtain a police check or if previously submitted, complete and submit an Offence Declaration which is to be provided by the MLHU. The results must be satisfactory to MLHU in its sole discretion in order for the Contractor Resource to provide Services. Annual Offence Declarations are to be provided annually for those Contractor Resources working onsite at MLHU.

27. **CONFLICT OF INTEREST:**

The Contractor represents and warrants the following:

- (a) **No Current or Prior Conflict of Interest.** That the Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- (b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this Agreement, the Contractor shall immediately inform the MLHU in

writing of such conflict.

- (c) **Termination for Material Conflict.** If, in the reasonable judgment of the MLHU, such conflict poses a material conflict to and with the performance of the Contractor's obligations under this Agreement, then the MLHU may terminate the Agreement immediately upon written notice to the Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by the Contractor

28. NOTICE:

- (a) Any notice given pursuant hereto shall be sent to the parties at their respective addresses set out below:

- (i) To MLHU:

Middlesex London Health Unit
110-355 Wellington Street
London ON N6A 3N7

Attention: Mr. Warren Dallin
Manager Procurement and Operations

- (ii) To Stronghold Services:

Stronghold Services
4-15911 Robins Hill Road
London ON N5V 0A5

Attention: Mr. Bob Cummings
Chief Operating Officer

- (b) Any party may, from time to time, change its address by written notice to the other party given in accordance with the provisions hereof.

29. SUCCESSORS AND ASSIGNS:

Subject to the provisions of this Agreement, all provisions extend to and bind, or endure to the benefit of, the Parties to this contract and to every executor, representative, successor and assign of both Parties. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the MLHU.

30. GOVERNING LAW:

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be constructed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceedings may be instituted.

31. SEVERABILITY:

All of the provisions of this Agreement are intended to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate clause hereof. Should any provision of this Agreement be adjudged unlawful or not enforceable, it shall be considered separate and severable from the Agreement and its remaining provisions as though the unlawful or unenforceable provision had not been included.

32. AMENDMENTS IN WRITING:

No amendment, change or modification of this Agreement shall be valid unless in writing signed by both Parties.

33. ENTIRE AGREEMENT:

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

34. INDEPENDENT CONTRACTOR:

This Agreement does not create an agency, employment or partnership arrangement between MLHU and the Contractor. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and is not an employee or related entity to MLHU.

IN WITNESS WHEREOF Stronghold Services Corporation and MLHU have executed this Agreement in the manner prescribed by law.

Middlesex-London Health Unit



Per: Middlesex-London Board of Health, Chair



Per: Emily Williams / Chief Executive Officer

We have authority to bind the Health Unit.

Stronghold Services



Per: Lucio Barreto / Chief Executive Officer



Per: Bob Cummings / Chief Operating Officer

I/We have authority to bind the Corporation.

Schedule "A"

Stronghold proposal with pricing

Schedule "B"

Use of Personal Vehicle Policy

Schedule "C"

Job Description

Schedule "D"

Code of Conduct

Schedule "E"

[MLHU's Confidentiality and Privacy Compliance Agreement]

Middlesex London Health Unit

Monthly Services	Unit Cost	Number of Units	Service Total
INVOICE 1 - SERVICEDirect - STRONGServ			
ServiceDirect - Includes	\$17,598.00	1	\$17,598.00
<ul style="list-style-type: none"> • System Infrastructure and Managed IT Services Team • Full time, onsite IT Supervisor • 24x7 Desktop, Server and Network Monitoring • Project Management & Project Implementation • On Demand Executive Oversight • On Demand vCIO and Strategic Planning assistance to the IT Manager • Account Manager • Procurement Services • Hardware Repair Support 			
INVOICE 2 - BACKUP / SECURITY / LICENSING			
Managed On-Prem BDR/BC Services - Up to 42 Servers Includes Administration, Management and Licensing	\$1,326.00	1	\$1,326.00
Managed Endpoint Detection and Response Includes EDR Application and Application Management	\$8.00	385	\$3,080.00
Cyber Threat Protection - Basic - Head Office Includes SHSC-M470 Security Appliance Rental	\$415.00	1	\$415.00
Cyber Threat Protection - Baseline - Strathroy Includes SHSC-T35 Security Appliance Rental	\$66.00	1	\$66.00
IT Asset Management Software	\$153.00	1	\$153.00
Managed IT Services Licensing	\$3,325.00	1	\$3,325.00
INVOICE 3 - Domain / DNS			
Domain & DNS Registration / Administration / Security	\$4.08	16	\$65.28
INVOICE 4 - O365 Subscriptions			
Microsoft Intune - Annual Contract Paid Monthly	\$10.20	1	\$10.20
Microsoft Exchange Online P1 - Annual Contract Paid Monthly	\$5.10	1	\$5.10
Microsoft M365 Enterprise E3 - Annual Contract Paid Monthly	\$39.00	355	\$13,845.00
O365 Cloud Backup - Includes Exchange Online and OneDrive	\$3.57	356	\$1,270.92
INVOICE 5 - COVID SPECIFIC			
Managed Endpoint Detection and Response Includes EDR Application and Application Management	\$8.00	237	\$1,896.00
O365 Cloud Backup	\$3.57	601	\$2,145.57
Microsoft Power BI Pro - Annual Contract Paid Monthly	\$12.80	7	\$89.60
Microsoft M365 Enterprise E3 - Annual Contract Paid Monthly	\$39.00	150	\$5,850.00
Microsoft M365 Enterprise E3 - Monthly Contract Paid Monthly	\$54.00	80	\$4,320.00
Microsoft M365 Enterprise E5 - Monthly Contract Paid Monthly	\$70.00	1	\$70.00
Microsoft O365 F3 - Monthly Contract Paid Monthly	\$6.12	370	\$2,264.40
Monthly Total -->			\$57,795.07



USE OF PERSONAL VEHICLE

PURPOSE

To outline requirements and covered expenses related to use of a personal vehicle to conduct Middlesex-London Health Unit (MLHU) business. For travel expenses outside of the Middlesex-London area, refer to Policy 4-080 Expense Reimbursement.

POLICY

MLHU will reimburse mileage for MLHU business related purposes at a per kilometre rate as approved by the Board of Health. The rate is to cover the cost of fuel, depreciation, maintenance and insurance fees.

Employees are to exercise care and judgment in planning their schedules and routes, keeping in mind their responsibilities to manage time effectively and to incur only necessary expenses. Employees who work hybrid/ABW must choose the most cost-effective and time-efficient option for travelling between the regular place of employment and points of call. Leaders may decline mileage submissions, have employees make up travel time, adjust schedules, and/or require employees to start their day at a designated office location if employees are not managing travel costs and time efficiently.

Parking charges will be reimbursed when the costs are incurred away from the regular place of business. Parking costs at any MLHU office locations or adjacent properties will not be reimbursed under the provisions of this policy.

Employees are responsible for all expenses incurred for the use of their personal vehicle including maintaining the vehicle in a safe, and good running condition, holding a valid driver's license, and adequately insuring the vehicle. Employees should consult with their insurance broker to ensure the auto coverage they have is suitable for business use (including transporting passengers if appropriate). Effective June 30, 2020, MLHU requires that employees who use their vehicle for MLHU business purposes provide proof of insurance with a minimum of \$1 million in third party liability coverage to Human Resources. If the employee's insurance coverage changes at any time during employment at MLHU (i.e. change in carrier) the employee must provide updated proof of coverage.

Reimbursement of Mileage Claims

The cost of travel (both mileage and travel time) between the employee's residence and regular place of employment is always the responsibility of the employee and is therefore not reimbursable, even if the employee's residence is also a regular place of employment.

Employees whose first work destination of the day is not their regular place of employment may claim mileage from their residence to their first work destination, or from their regular place of employment to their first work destination, whichever distance is less.

Mileage may be claimed for all subsequent business travel during the day, including trips to and from the regular place of employment. Employees who store materials, equipment, supplies, or files at locations other than their regular place of employment, or who use the facilities at other

locations to perform work between destinations, may submit mileage when travelling to and from such locations, provided such travel is not to the first destination.

Employees who finish their day at other than their regular place of employment may claim their mileage from their last work destination to their residence, or to their regular place of employment, whichever distance is less.

Employees who are called in to work outside their regular working hours will be reimbursed for all mileage related to the work done for the call-in, including travel between their residence and work location they are called in to attend.

Employees who are required to work a split shift cannot claim mileage between home and place of business.

Employees may be required to attend meetings, workshops, seminars or conferences as part of their responsibilities, and will be reimbursed for mileage expenses incurred. In the event that out-of-town travel is required, expenses will be reimbursed under the provisions of Policy 4-080 Expense Reimbursement.

Employees will submit mileage and parking claims on a monthly basis through the online mileage claim system. All claims must be approved by their supervisor or delegate as per the authorization limits according to Policy 4-140 Approval and Signing Authority. Claims must be submitted with approval prior to the 10th of the month following the expense being incurred in order to be issued for payment in that month. If submitted after the 10th, the claim will be paid in the next month. Claims that are submitted more than three months past the date the expense was incurred, or that are submitted more than one month after the end of the calendar year will not be accepted. When recording the description for the purpose of the trip, employees must include the name and address of the premise, facility, school, day-care, etc. If doing a home visit, employees must not include personally identifiable information and should only indicate the street; if it is a long street, indicate the next major intersection as well. This information will be used for payment of mileage but may be further reviewed or subject to random audit by the Division Director or by Finance staff.

Stolen/Damaged Property

In the event that MLHU property being transported in the personal vehicle is damaged or stolen, MLHU will cover the portion of the deductible which relates to damaged or stolen MLHU property. MLHU will not be responsible for stolen personal property. The employee will cover the portion of the deductible that relates to personal property. The split will be calculated based on a percentage of the total value (e.g. if the loss associated with personal property is \$1,000, and the loss to MLHU property is \$1,000, the deductible would be split 50/50 between the employee and MLHU).

In the event property is stolen or damaged, employees should contact Finance to report the incident.

Non-Reimbursable Expenses

The following expenses are not reimbursable under this policy:

- Damage to personal vehicle;
- Stolen or damaged personal property;
- Expenses resulting from unlawful conduct;
- Parking infractions, Highway Traffic Act violations or any other traffic violations; and
- Expenses related to travel outside of the Middlesex-London catchment area. (Refer to Policy 4-080 Expense Reimbursement.)

DEFINITIONS

“Regular Place of Employment” means any location where an employee regularly reports for work or performs the duties of employment. This may include the employee’s residence if the employee consistently works from home at least twice per week.

“Mileage” means total length, extent, or distance measured or expressed in kilometres.

“Parking Infractions” means an offense, usually cited by a police officer or other government official in the form of a traffic ticket, for parking a vehicle in a restricted place or for parking in an unauthorized manner.

RELATED POLICIES AND PROCEDURES

4-140 Approval and Signing Authority

4-080 Expense Reimbursement

I.T. Manager/Supervisor/MSP Roles and Responsibilities

Manager Role – The MLHU I.T. Manager is primarily responsible for project planning, strategic program level decision-making and collaborative initiatives with organizational, local, regional and Provincial efforts. This role provides staff general direction, CQI and education planning as well as being involved in complex cases of human resource and performance challenges; providing oversight and reflective supervision to the I.T. Team as needed. Budgetary and resource allocation also falls under this role as does responsibility for I.T. Policy and Procedures for the Team and Division.

Responsibilities:

- Oversees client-centered front-line IT service for MLHU
- Analyzes business requirements of divisions
- Participates in networking groups and technical information exchanges to establish good working relationships with public health colleagues and with representatives of the Ministry of Health
- Applies the priorities and goals established by the Health Unit's strategic plan
- Oversees the IT environment and recommends information technology strategies, policies, and procedures by evaluating organization outcomes; identifying problems; evaluating trends; anticipating requirements
- Analyzes, develops and prepares senior-level memos, reports, and presentations
- Develops, recommends and implements information service policies and procedures to set standards and promote effective and efficient use of the Health Unit's information services technology
- Works with Procurement developing statement of work and provides oversight to IT contractors
- Provides training, delegating, coordinating, guidance, development, and mentoring to team
- Escalates issues raised by IT Team or MLHU Staff to Contractors resources
- Contributes and collaborates as a member the Corporate Services Division management team and participates as a member of the Healthy Organization Management Team
- Manages project expectations with MLHU Leadership.
- Establishes good communication lines and set standards through presentations, meetings and written communications.
- Leads the planning, direction, development, administration and evaluation of IT Services and infrastructure for MLHU
- Creates business plans as required.
- Reviews the project requirements with the stakeholders, sets out the project plan and research specifications
- Administers team budget, including the development of the annual budget for all IT related acquisitions and maintenance of systems and infrastructure
- Coaches, guides and motivates individual CUPE staff

In Collaboration with MSP:

- Provides functional guidance to MLHU IT and MSP team members regarding ongoing projects, in conjunction with the staff assigned to those projects
- In collaboration with MSP, ensures sufficient IT infrastructure to support the provision of programs and services to the community
- Consults MLHU managers and analyzes client feedback to identify and in collaboration with MSP implement improvements to IT service and infrastructure
- With support from the MSP, preserves assets by implementing disaster recovery and back-up procedures and information security and control structures.
- In collaboration with MSP, ensures that MLHU complies with IT-related legislation, i.e. copyright, privacy

- Working with vendors and MSP to negotiate schedules and deadlines for projects and efforts. Ensures all escalated issues are identified, tracked, reported on and resolved in a timely manner.

Supervisor Role – The MLHU I.T. Supervisor is the first point of contact of escalation for front line Staff and takes direction from and reports to the IT Manager. Primarily responsible for the assigning day-to-day IT tasks to MLHU IT staff, MSP workflow, partners and Vendors. This role includes supervision, performance management and the recruitment and onboarding of new staff with a focus on CQI of tasks and procedures.

Responsibilities:

- Plans and directs the day-to-day operations of the CUPE IT Team and Manages work to be transferred to MSP vendors and partners
- Works in collaboration with MSP to create procedures on repetitive or standard tasks
- Sets priorities and allocates daily resources based on collaboration with IT Manager for Projects and Tasks
- Escalates tasks to MSP as required as part of Ticket Queue Management
- Supports assigned projects and tasks, may act as a project manager
- Ensures all MLHU technical documentation is completed. (CUPE/MLHU)
- May manages initial escalation for tasks with vendors
- Works closely with IT manager on targets and project goals with MLHU IT, MSP and Vendors

MSP Account Management Role – The MSP Account Manager is the escalation point for MLHU IT Leadership to contact for issues involving MSP performance. As well as track and resolve issues with MSP Milestones, Projects and tasks this role will also bring forward new offerings and technologies provided from the MSP and work with the MSP to ensure that MSP managed documentation is up to date.

Responsibilities:

- POC for escalations from Supervisor and MLHU Manager.
- Oversees Project Milestones and tracks issues relating to work completion.
- Works with MSP Senior Management to resolve issues or delays in projects or tasks
- Provides MLHU with information on offerings from MSP and works to implement selected options
- Provides summaries of MSP Accomplishments, such as project milestones and task reports
- Ensures MSP Documentation regarding MLHU is up to date and accurate.



CODE OF CONDUCT

PURPOSE

To enact a Corporate Code of Conduct (Appendix A) that promotes integrity, respect, responsibility, fairness, caring and citizenship in the workplace. As well as the Board of Health Code of Conduct (Appendix B) which supports good governance practices and compliance with Organizational Standards.

To demonstrate accountability and commitment to our stakeholders by ensuring that public health programs and services are delivered in a manner consistent with the Corporate Code of Conduct (hereafter referred to as "the Code").

POLICY

All individuals involved in the planning, delivery, administration and governance of public health services on behalf of the Health Unit are aware of and comply with the Code. This includes; Board members, employees, students and volunteers.

Resources regarding conflict resolution will be made available as appropriate.

Any reported circumstances that are inconsistent with the Code are investigated in a timely manner and where possible, resolved.

RESPONSIBILITIES

The Board of Health will:

- Comply with the Codes;
- Support and encourage management in their administration of the Codes;
- Disclose any situations or activities that are not in compliance with the Codes.

The Directors Committee will:

- Comply with the Code;
- Establish a process that clearly communicates the Code to all employees, students and volunteers and provides all incumbents to the Health Unit with appropriate orientation to the Code;
- Demonstrate an on-going commitment to the spirit and intent of the Code by ensuring that the Code is regularly reviewed with employees, students, and volunteers (e.g., as part of the performance review);
- Provide opportunities for all Board Members, employees, students and volunteers to acquire the knowledge, skills and attitudes necessary to adhere to the Code;
- Provide an effective intervention strategy and response to all reported infractions of the Code.

Employees, students and volunteers will:

- Comply with the Code;
- Work collaboratively with management, colleagues, students and volunteers to acquire the knowledge, skills and attitudes necessary to adhere to the Code;
- Disclose any situations or activities that are not in compliance with the Code.

PROCEDURE

Accountability

Initially, a Board member, employees, student or volunteer becomes aware of or experiences circumstances that are inconsistent with the Code, is encouraged, whenever appropriate, to address the issue in a timely manner by communicating directly with the involved person(s).

If this approach is not appropriate or does not resolve the concern, the individual is encouraged to review the concern with a colleague or Manager. Board members should discuss the issue with the Board Chair and/or Medical Officer of Health.

Should the concern still not be resolved as a result of those discussions, or if the individual is uncomfortable discussing the concern with his/her Manager, the individual may choose to communicate with one of the following individuals to determine the appropriate follow up:

- The Service Area Director;
- The Director, Human Resources and Labour Relations; or
- The Medical Officer of Health/CEO.

The persons involved in the resolution process will determine if the appropriate remedies and follow up may be found under another policy (e.g. Progressive Discipline or Harassment).

Confidentiality

If the concern requires confidential treatment, including keeping the identity of the individual(s) concerned anonymous, all reasonable efforts will be made to keep that confidentiality, except to the extent necessary to conduct the appropriate follow up.

APPENDICES

1-110 App A Code of Conduct

1-110 App B BOH Code of Conduct

CORPORATE CODE OF CONDUCT

The Middlesex-London Health Unit Corporate Code of Conduct demonstrates the commitment of the Board members, staff, students, volunteers and our stakeholders (i.e. the public, clients and funding bodies) to provide public health programs and services with integrity, respect, responsibility, fairness, caring and citizenship.

Expectations and Guiding Principles

It is expected that employees will comply with the Laws of Canada; all professional regulatory codes and requirements; and the administrative policies of the Health Unit. Therefore, the Code does not itemize prohibitions of illicit behaviours (e.g. theft, fraud, drug use, etc.) but rather extends beyond rules and regulations to promote notions of integrity, respect, responsibility, fairness, caring and citizenship in the

workplace. Follow the Golden Rule: Treat others as you would have them treat you.

If ever in doubt about the acceptability of a particular course of action, ask the following question: Assuming full public disclosure of the action, would both you and the Health Unit be comfortable from a moral, ethical and legal standpoint? If the answer is "yes," then the action is probably consistent with the Code.

Follow the Golden Rule: Treat others as you would have them treat you.

The Code

As a Board Member, Staff, Student or Volunteer of the Health Unit, I will:

- ✓ maintain the highest level of professional standards as an employee of the Health Unit and conduct myself with honesty and integrity at all times towards all people.
- ✓ show respect for my work and contribution to the Health Unit and offer my best efforts every day by presenting pertinent, accurate, and objective information.
- ✓ keep confidences about the Health Unit's business; I will avoid gossip and harsh criticism of others and consistently offer an attitude of understanding toward all people.
- ✓ listen carefully and allow people to give me information without interrupting them or arguing with them.
- ✓ honour the Health Unit and its resources and not squander, steal, or damage its assets; and be punctual and honour the value of time.
- ✓ accept responsibility for the duties that have been assigned to me each day and collaborate with others in a spirit of teamwork to accomplish defined goals.
- ✓ continually improve my skills as a person and as an employee through educational enhancement programs to perform my job in a timely way at a high level of excellence.
- ✓ exhibit high moral character as an individual and not engage in any illegal behaviors that might reduce my value to the Health Unit in the eyes of my employer.
- ✓ offer praise and encouragement to my co-workers when appropriate and be pleasant to people in my business dealings.
- ✓ show respect to all people in the workplace and honour diversity in all areas including age, gender, disability, sexual orientation, ethnic background, nationality, and religion.

Schedule “E”

Confidentiality and Privacy Compliance Agreement

This agreement must be executed by all Resources of Stronghold Services (Contractor) prior to providing Services to Middlesex-London Health Unit (MLHU) under the Contracted Services Agreement and/or prior to being provided access to any information in the custody of MLHU for the purposes of evaluating and/or negotiating the Contracted Services Agreement.

Definitions

“Confidential Information” means any information, whether in written, visual or oral form, that either alone or in the context of other information, could reasonably be considered information that is of a sensitive nature to the organization or institution, including employee, financial, organizational information, and would also include information that is evaluative or opinion material compiled solely for the purpose of determining suitability, eligibility or qualifications for the awarding of contracts and other benefits by the organization or institution if the disclosure would reveal the identity of a source who furnished information to the organization or institution in circumstances where it may reasonably have been assumed that the identity of the source would be held in confidence. For clarity, Confidential Information would be any information that would fall within the foregoing definition, whether this information emanates from or is about MLHU, or another organization or institution.

“Personal Health Information” has the meaning set out in the *Personal Health Information Protection Act*, as it may be amended during the term of this Agreement;

“Personal Information” has the meaning set out in the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)* as it may be amended during the term of this Agreement;

Confidential Information and Notification of Breach

1. I will keep in confidence MLHU’s Confidential Information to which I obtain access as a consequence of entering into this Agreement;
2. I will take all reasonable precautions to protect MLHU’s Confidential Information from any use, disclosure and copying, except as expressly authorized by this Agreement;
3. I agree to notify MLHU in accordance with applicable policy and practices at the first reasonable opportunity if I learn of anything that gives me reason to believe that MLHU’s Confidential Information has been stolen or lost or used or disclosed without authority whether I or someone else is responsible.

Duties Regarding Personal Information (including Personal Health Information)

4. I recognize that MLHU is the legal custodian of Personal Information (including Personal Health Information) recorded in its systems and records. I understand that I will be only be granted permission to access its systems and records subject to the following requirements:
5. I will keep and maintain all Personal Information (including Personal Health Information) under the control of MLHU in strict confidence, using such degree of care as is reasonable to avoid unauthorized access, use or disclosure;

6. I will not take custody or copies of any Personal Information (including Personal Health Information) in MLHU's custody.
7. I will only access Personal Information (including Personal Health Information) in the custody of MLHU for the purpose of undertaking my authorized work under the Agreement between Stronghold Services and MLHU. I will not access Personal Health Information if other information will serve my legitimate work-related purpose. I will not access more Personal Information (including Personal Health Information) than is reasonably necessary to meet my legitimate work-related purpose.
8. I am aware of and will comply with all the duties of an "agent" under the *Personal Health Information Protection Act* and its regulations as well as all MLHU policies and procedures that govern the handling of Personal Health Information.
9. I will notify MLHU at the first reasonable opportunity if I learn of anything that gives me reason to believe that Personal Information (including Personal Health Information) in MLHU's custody has been stolen or lost or used or disclosed without authority whether I or someone else is responsible.
10. I will access Personal Information (including Personal Health Information) in the control of the MLHU solely and exclusively for the purposes for which access is provided pursuant to the terms and conditions of this Agreement, and shall not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for my own purposes or for the benefit of anyone other than the MLHU, in each case, without MLHU's prior written consent;
11. I will not, directly or indirectly, disclose Personal Information (including Personal Health Information) in the control of MLHU to any person other than persons expressly authorized by MLHU without express written consent from MLHU unless and to the extent required by applicable law, in which case, I will use best efforts to notify MLHU before such disclosure or as soon thereafter as reasonably possible;
12. I agree to comply with all applicable MLHU policies and procedures regarding the collection, use, disclosure, retention and disposal of Personal Information (including Personal Health Information) under the control of the MLHU;
13. I understand that "snooping" and other activities that breach the obligations set out in this Agreement, however, are expressly prohibited.

Additional Acknowledgements

14. I acknowledge and agree that at all times while providing Services to MLHU I will remain an employee/contractor (as applicable) of Contractor and will have no employment relationship with MLHU.
15. When I cease providing Services to MLHU or otherwise when requested by MLHU, I will immediately return all property of MLHU to MLHU, including keys and pass cards.
16. I have reviewed and will comply with all MLHU policies and procedures that apply to independent contractors providing onsite services including, but not limited to MLHU's Code of Conduct. I will raise any questions or compliance issues regarding the Code of Conduct that arise during my period of providing Services with a member of the MLHU's Human Resources team.

17. If I have any questions regarding the requirements in this agreement I will seek clarification before signing below. My signature below indicates that I understand the requirements of this agreement and will abide by them.

Signed this 18th day of November, 2022.

Bob Cummings
Signed in acknowledgment of the above

[Print name below]
Bob Cummings

Lucio Barreto
Witness

[Print name below]
Lucio Barreto