

AGENDA
MIDDLESEX-LONDON BOARD OF HEALTH
Finance & Facilities Committee

Microsoft Teams
Thursday, February 4, 2021 9:00 a.m.

- 1. ELECTION OF CHAIR, FINANCE & FACILITIES COMMITTEE**
- 2. DISCLOSURE OF CONFLICTS OF INTEREST**
- 3. APPROVAL OF AGENDA – February 4, 2021**
- 4. APPROVAL OF MINUTES – December 3, 2020**
- 5. NEW BUSINESS**
 - 5.1 2021 Terms of Reference and Annual Reporting Calendar (Report No. 01-21FFC)
 - 5.2 EFAP Contract Renewal (Report No. 02-21FFC)
 - 5.3 FoodNet Canada Ontario Sentinel Site Update and Memorandum of Agreement (Report No. 03-21FFC)
- 6. CORRESPONDENCE**
 - 6.1 City of London 2021 Budget Resolution (January 12, 2021)
- 7. OTHER BUSINESS**
 - 7.1 Next meeting: Thursday, February 11, 2021 at 9:00 a.m.
- 8. ADJOURNMENT**



**PUBLIC MINUTES
FINANCE & FACILITIES COMMITTEE**

Microsoft Teams
Thursday, December 3, 2020 9:00 a.m.

MEMBERS PRESENT: Ms. Maureen Cassidy
Ms. Aina DeViet
Mr. Ian Peer

Regrets: Ms. Kelly Elliott
Ms. Tino Kasi

OTHERS PRESENT: Dr. Christopher Mackie, Secretary-Treasurer
Ms. Lynn Guy, Executive Assistant to the Medical Officer of Health (Recorder)
Dr. Michael Clarke, CEO (interim)
Ms. Emily Williams, Director, Healthy Organization
Mr. Mirek Pawelec, Manager Finance
Mr. Joe Belancic, Manager Procurement and Operations
Ms. Stephanie Egelton, Executive Assistant to the Board of Health and Communications Coordinator

At 9:00 a.m., Chair Cassidy called the meeting to order.

DISCLOSURES OF CONFLICT(S) OF INTEREST

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

APPROVAL OF AGENDA

It was moved by Mr. Peer, seconded by Ms. DeViet, *that the AGENDA for the December 3, 2020 Finance and Facilities Committee meeting be approved.*

Carried

APPROVAL OF MINUTES

It was moved by Mr. Peer, seconded by Ms. DeViet, *that the MINUTES of the November 5, 2020 Finance and Facilities Committee meeting be approved.*

Carried

NEW BUSINESS

4.1 Emergency Procurement (Report No. 031-20FFC)

Dr. Clarke introduced this item. It was noted that to get new contact tracers deployed as soon as possible, 20 additional laptops were required. The single source emergency procurement was awarded to Stronghold Services.

Mr. Belancic advised that the Health Unit is on a 3-year replacement cycle for laptops and that when these laptops are no longer required for contact tracers, they will replace older models currently being used by other staff.

It was moved by Ms. DeViet, seconded by Mr. Peer, *that the Finance and Facilities Committee recommends the Board of Health receive Report No. 031-20FFC, re: "Emergency Purchase Award - Laptops" for information.*

Carried

OTHER BUSINESS

Next meeting: February 4, 2021

Mr. Peer reminded the committee that his appointment to the Board of Health finishes at the end of the year and attention to quorum for Finance & Facilities will be needed in the new year.

CONFIDENTIAL

At 9:07 a.m., it was moved by Mr. Peer, seconded by Ms. DeViet, *that the Finance and Facilities Committee will move in camera to consider matters regarding a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the Middlesex-London Board of Health, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.*

Carried

At 9:46 a.m., it was moved by Mr. Peer, seconded by Ms. DeViet, *that the Finance and Facilities Committee return to public session.*

Carried

At 9:46 a.m. the Finance and Facilities Committee returned to public session.

ADJOURNMENT

At 9:49 a.m., it was moved by Mr. Peer, seconded by Ms. DeViet, *that the meeting be adjourned.*

Carried

At 9:49 a.m., Chair Cassidy *adjourned the meeting.*

MAUREEN CASSIDY
Chair

CHRISTOPHER MACKIE
Secretary-Treasurer



TO: Chair and Members of the Finance & Facilities Committee

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2021 February 4

TERMS OF REFERENCE AND REPORTING CALENDAR

Recommendation

It is recommended that the Finance & Facilities Committee approve Report No. 01-21FFC re: “Finance & Facilities Committee – Terms of Reference and 2021 Reporting Calendar.”

Key Points

- The Terms of Reference for the Finance & Facilities Committee is reviewed every two years
- The Committee’s duties and responsibilities are articulated in its Terms of Reference, the Health Protection and Promotion Act, the Ontario Public Health Organizational Standards, and other applicable legislation.
- The 2021 Finance & Facilities Committee (FFC) Reporting Calendar provides a framework for activities anticipated to be undertaken in the current year.

Finance & Facilities Committee Terms of Reference

The Finance & Facilities Committee serves the Board of Health in an advisory and monitoring role in relation to the administration and risk management of matters regarding the organization’s finances and facilities.

It is incumbent upon the Committee to review its Terms of Reference biennially at minimum to ensure that all relevant components (purpose, reporting relationship, membership, appointment of chair, term of office, duties, frequency of meetings, agendas and minutes, by-laws and review) remain relevant to the needs of the organization. The Terms of Reference have been reviewed by the FFC on February 6, 2020 in Report 001-20FFC and will be reviewed again in 2022.

Finance & Facilities Committee Reporting Calendar

The FFC Reporting Calendar provides a prudent and effective means of assessing reporting requirements, ensuring compliance with relevant statutes, and initiating a proactive approach to Board of Health accountability and performance. The FFC Reporting Calendar is an account of the planned activities required of the Committee. The Reporting Calendar should be updated annually to include additional accountabilities identified by FFC members and staff.

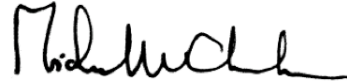
The items on the Reporting Calendar are organized around the requirements for the Finance & Facilities Committee to uphold public accountability over the use of resources, to manage the budget process efficiently, to communicate and report on the status of the budget, monitoring of facilities, risk management and administration and to align the budget to the strategic priorities of the Board of Health.

A draft Reporting Calendar with proposed meeting dates, attached as [Appendix A](#), is submitted for the Committee's approval.

This report was prepared by the Healthy Organization Division.



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



Michael Clarke, PhD
Chief Executive Officer (Interim)

Finance & Facilities Committee 2021 Reporting Calendar

Q1 (Jan 1 to Mar 31)

- Review Insurance Coverage
- Review Benefits Provider
- Review Terms of Reference
- Approve Reporting Calendar
- Review and Recommend 2020 Board of Health Budget
- Financial Borrowing Update
- Visa and Accounts Payable Update
- Public Sector Salary Disclosure
- Review and Recommend Board of Health Remuneration
- 2020 Q4 Financial Update and Factual Certificate Update

Q2 (Apr 1 to Jun 30)

- Q1 Financial Update and Factual Certificate Update
- Review and Recommend - Audited Financial Statements for MLHU
- Recommend Budget Parameters and Planning Assumptions
- Recommend Guidelines for Municipal Budget Targets
- Review Funding and Service Level Agreements
- Financial Borrowing Update

Q3 (Jul 1 to Sep 30)

- Q2 Financial Update and Factual Certificate Update
- Review and Recommend Audited Financial Statements for April 1 to March 31 Programs
- Review and Recommend Program Budgeting Marginal Analysis (PBMA) Process, Criteria and Weighting
- Financial Borrowing Update

Q4 – (Oct 1 to Dec 31)

- Q3 Financial Update and Factual Certificate Update
- Review and Recommend PBMA Proposed Resource Reallocation
- Financial Borrowing Update

Proposed 2021 FFC Meeting Dates

Thursday	February 4	9:00 am – 12:00 pm
Thursday	February 11 (if required)	9:00 am – 12:00 pm
Thursday	March 4	9:00 am – 12:00 pm
Thursday	April 1	9:00 am – 12:00 pm
Thursday	May 6	9:00 am – 12:00 pm
Thursday	June 3	9:00 am – 12:00 pm
Thursday	July – TBD due to Canada Day	9:00 am – 12:00 pm
Thursday	August 5 (if required)	9:00 am – 12:00 pm
Thursday	September 2	9:00 am – 12:00 pm
Thursday	October 7	9:00 am – 12:00 pm

Thursday
Thursday

November 4
December 2

9:00 am – 12:00 pm
9:00 am – 12:00 pm

Audited Financial Statements

The preparation of the financial statements is the responsibility of the Middlesex-London Health Unit's (MLHU) staff and is prepared in compliance with legislation and in accordance with Canadian public sector accounting standards. The Finance & Facilities Committee meets with staff 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 to 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 MLHU which are approved by the Board of Health in June, however this report includes program revenues and expenditures of these programs during the period of January 1st to December 31st, which does not coincide with the reporting requirements of the funding agencies. Therefore, a separate audited statement is required.

Benefits Provider

Group insurance for MLHU is reviewed at the completion of a service agreement. Staff are responsible for preparing a review of the needs of MLHU following appropriate market analysis and providing recommendation to the Finance & Facilities Committee.

Board of Health Budget

The Board of Health Budget is presented to the Finance & Facilities Committee through the use of the Annual Service Plan which integrates a summary of planned expenditure by team and allocation of team-based expenditures to specific programs.

Board of Health Remuneration

Section 49 of the Health Protection and Promotion Act (HPPA) sets out the composition, term, and remuneration of Board of Health members. Subsections (4), (5), (6), and (11) relate specifically to remuneration and expenses. This is to be reviewed by the Finance & Facilities Committee who makes recommendations to the Board of Health each year. (Refer to Policy G- 410 Board of Health Remuneration and Expenses.)

Budget Parameters and Planning Assumptions

Developing high level planning parameters is an integral part of any budget process. They help guide and inform planning and resource allocation decisions. Ideally the parameters should be linked to the organization's strategic direction, key budget planning assumptions and take into consideration municipal and provincial outlooks.

Strategic and financial targets can also be considered during the Budget Parameters and Planning Assumptions deliberations at the Finance & Facilities Committee.

Factual Certificate

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

Financial Borrowing

The Finance & Facilities Committee is responsible for quarterly review of the financial obligations of MLHU.

Financial By-laws and Policies

By-laws and policies represent the general principles that set the direction, limitations and accountability frameworks for MLHU. The Finance & Facilities Committee is responsible for reviewing the governance policies relating to the financial management of the organization, including but not limited to, procurement, investments, and signing authority. (Refer to Policy G-000 By-laws, Policy and Procedures.)

Financial Update

MLHU 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 MLHU budget.

Funding and Service Level Agreements

MLHU receives grant funding, both one-time and ongoing from a variety of different sources. It is incumbent upon the Finance & Facilities Committee to annually, or as deemed necessary, review all service level and funding agreements.

Guidelines for Municipal Budgets

While the municipal funders can set targets for the Board, the final decision regarding budget requirements rests with the Board of Health. It is therefore essential that the Board of Health

determine its approach to the development of the budget and provide the municipalities of intended changes to the budget.

Insurance Coverage

The Finance & Facilities Committee is responsible for an annual review of the types and amounts of insurance carried by MLHU. Staff are responsible for preparing a review of the insurance needs of MLHU and providing recommendations to the Finance & Facilities Committee in regard to the level and types of insurance MLHU should purchase.

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.

Public Sector Salary Disclosure

The Public Sector Salary Disclosure Act, 1996 makes Ontario's public sector more open and accountable to taxpayers. The act requires organizations that receive public funding from the Province of Ontario to disclose annually the names, positions, salaries and total taxable benefits of employees paid \$100,000 or more in a calendar year.

The main requirement for organizations covered by the act is to make their disclosure or if applicable to make their statement of no employee salaries to disclose available to the public by March 31st each year. Organizations covered by the act are also required to send their disclosure or statement to their funding ministry or ministries by the fifth business day of March.

Reporting Calendar

The reporting calendar ensures the Committee's requirements to assist and advise the Board of Health on matters outlined in the Committee terms of reference.

Terms of Reference

The Finance & Facilities Committee terms of reference sets out the parameters of how authority is delegated to the Committee and how the Committee is accountable to the Board of Health.

It is incumbent upon the Finance & Facilities Committee to review the terms of reference at least every two years to ensure that components (purpose, reporting relationship, membership, chair, term of office, duties, frequency of meetings, agenda and minutes, by-laws and review) are still relevant to the needs of the committee.

Visa and Accounts Payable

In accordance with Section 5.17 of the Procurement Protocols (Refer to Policy G-230), the Manager of Finance is to report annually the suppliers who have invoiced a cumulative total value of \$100,000 or more in a calendar year.

The Finance & Facilities Committee also requested to report annually a summary of purchases made with corporate purchase cards.



TO: Chair and Members of the Finance & Facilities Committee

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2021 February 4

**EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP) SERVICES
CONTRACT EXTENSION**

It is recommended that the Finance & Facilities Committee recommend that the Board of Health:

- 1) Receive Report No. 02-21FFC: "Employee and Family Assistance Program (EFAP) Services Contract Extension" for information*

Key Points

- The contract for Homewood Health was extended by the Middlesex-London Health Unit.
- These services were recommended by an internal employee committee who reviewed the RFP process and selected Homewood Health as the Service Provider.
- The value of the contract is \$21,840 per year based on an estimated utilization rate of 20%.

Background

The Middlesex-London Health Unit (MLHU) proceeded with an RFP in 2015 for an EFAP Service Provider. Following a competitive bid process, the contract was awarded to Homewood Health and the new program was implemented in April 2016.

Contract Award

The current contract with Homewood Health expires on March 31, 2021. Given the lack of capacity of the organization to undergo a full RFP process due to the pandemic and current organizational environment, and the fact that the services provided by Homewood Health have met the needs of the organization, specifically with the capacity for telephonic, online and virtual counselling, MLHU has extended the current contract for an additional year. This is a non-competitive purchase under the Governance Policy G-230A, Section 3.0 where only one source of supply is acceptable and cost effective. Homewood Health has offered this extension at the same negotiated rates from 2016.

Next Steps

MLHU staff have signed the contract extension and will continue EFAP services with Homewood Health until March 31, 2022.

This report was prepared by Healthy Organization Division.

A handwritten signature in black ink, appearing to read 'C. Mackie'.

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

A handwritten signature in black ink, appearing to read 'Michael Clarke'.

Michael Clarke, PhD
Chief Executive Officer (Interim)



TO: Chair and Members of the Board of Health

FROM: Christopher Mackie, Medical Officer of Health
Michael Clarke, Chief Executive Officer (Interim)

DATE: 2021 February 4

**FOODNET CANADA ONTARIO SENTINEL SITE UPDATE
AND MEMORANDUM OF AGREEMENT**

Recommendation

It is recommended that the Finance and Facilities Committee make a recommendation to the Board of Health to:

- 1) Receive Report No.03-21FFC re: “FoodNet Canada Ontario Sentinel Site Update and Memorandum of Agreement”; and***
- 2) Direct staff to renew the contract with FoodNet Canada for an additional one-year term.***

Key Points

- Since 2014, The Health Unit has successfully participated in the Public Health Agency of Canada’s FoodNet program as the sentinel site for Ontario. This partnership has been mutually beneficial for the Health Unit, provincial public health stakeholders, and the Public Health Agency of Canada.
- FoodNet Canada is a multi-partner sentinel surveillance program for food- and water-borne illnesses. Surveillance results have generated information that changed federal food regulations
- Renewal of the FoodNet Canada Memorandum of Agreement is sought for another one-year term (2021 – 2022), with associated federal funding of up to \$141,199.

Background

The Middlesex-London Health Unit (MLHU) has been the Ontario sentinel site for the Public Health Agency of Canada’s (PHAC) FoodNet Canada (FNC) program since 2014. Currently there are a total of four sentinel sites across Canada; these are in British Columbia, Alberta, Ontario, and Quebec.

FNC is a multi-partner, enhanced surveillance program for food- and water-borne illnesses with the purpose of determining what foods and other sources are making Canadians ill. FNC is the PHAC surveillance program with the ability to examine trends in enteric illness and to assess risk over time to determine public health impact. FNC considers enteric illnesses from a unique perspective which integrates enhanced follow-up of human cases of selected enteric diseases, testing of retail food products of interest for infectious agents that can cause illness, and sampling of manure from local farms and surface water for infectious agents that can cause illnesses.

MLHU is responsible for carrying out two of the FNC program’s four components: enhanced follow-up of human cases reported among Middlesex-London residents, and purchase of retail food items to be tested for infectious pathogens. Participation in FNC has been deemed a great success, and one that continues to be mutually beneficial for MLHU, its provincial public health partners, and PHAC. Health Unit staff collaborate with an expanded network of local, provincial, and federal public health partners, enhancing

knowledge and practice through access to evidence-based research and knowledge exchange activities. MLHU continues to be recognized as a provincial leader in infectious disease surveillance. Access to FNC's enhanced surveillance data, including expanded laboratory analysis, has allowed the Health Unit the opportunity to better understand the nature and causes of food-borne illnesses in the Middlesex-London region, and was used in the investigation of a local *Salmonella* outbreak in 2018.

Food Safety Success

In recent years, Canadian outbreaks of Salmonella infection have been linked to the consumption of frozen breaded chicken products (nuggets and strips). FNC data, collected through enhanced case follow-up and ongoing retail product sampling, have provided compelling evidence regarding the possible burden of illness associated with these products. FNC presented this evidence, whereupon the Canadian Food Inspection Agency (CFIA) announced new industry standards whereby instance of Salmonella must be below detectable limits in all frozen breaded chicken products. FNC's surveillance activities will continue and will be used to assess the effectiveness of this new food safety policy.

2021 – 2022 Memorandum of Agreement

PHAC is pleased with MLHU's ongoing success as the program's Ontario sentinel site and has offered to extend funding until March 31, 2022. PHAC funding to MLHU includes a 1.0 FTE Site Coordinator and a 0.2 FTE Retail Sampler to conduct weekly food sampling across the Middlesex-London region. Funding is also provided for office expenses, administration, and staff training, as outlined in the Memorandum of Agreement (see [Appendix A](#)). Total federal funding for the entire program is \$141,199.

Next Steps

In serving as the FNC Ontario sentinel site, MLHU will continue to collect high-quality data and make an important contribution to reducing the burden of food- and water-borne illnesses at the local, provincial, and federal levels.

This report was prepared by the Environmental Health and Infectious Disease Division.



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



Michael Clarke, PhD
Chief Executive Officer (Interim)



C. MEMORANDUM OF AGREEMENT SUMMARY

C1. THE PUBLIC HEALTH AGENCY OF CANADA AUTHORITY

Steven Sternthal
 Director General
 Centre for Food-Borne, Environmental & Zoonotic Infectious Disease
 Infectious Disease Prevention and Control
 130 Colonnade, AL: 6502A
 Ottawa, Ontario, K2E 1B6
 Telephone: 613-948-6883
 Fax: Fax #
 E-mail: steven.sternthal@canada.ca

Memorandum of Agreement (MOA) - Services

between

Her Majesty the Queen in Right of Canada (referred to herein as "Canada"), as represented by the Minister of Health, acting through Health Canada (referred to herein as the "Minister")

and



Middlesex - London Health Unit
 50 King street, London Ontario, N6A5L7
 1053704

(referred to herein as the "Provider of Services")

for

The Performance of the Work described in Annex A – Statement of Work

THIS MOA DOES NOT CONTAIN A SECURITY REQUIREMENT

C2. TITLE Activities for the operation of PHAC FDASD's FoodNet Canada Sentinel Site in Ontario - Middlesex-London Health Unit		
C3. MOA PERIOD Start date: April 1, 2021 End date: March 31, 2022		
C4. MOA NUMBER 4500415309	C5. FINANCIAL CODE 250801-54819-TG04	C6. MAMD REFERENCE Click here to enter text.
C7. MOA DOCUMENTS AND PRIORITY OF DOCUMENTS 1. This MOA Summary (Section C) 2. Security Requirements (Annex B), if applicable. 3. General Conditions (Section I) 4. Intellectual Property (Section II) 5. MOA Statement of Work (Annex A). If there is a discrepancy or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list above shall prevail.		
C8. MOA VALUE Subject to the terms and conditions of this MOA and in consideration for performance of the Work, Canada will pay the Provider of Services an all-inclusive amount (incl. GST/HST) not to exceed \$141,199.00, all amounts in Canadian dollars, as follows:		
Labour Category		Firm Price
Site Coordinators		\$105,302.00
Retail Sampler		\$28,397.00
Other		\$0.00
Amount for GST / HST applicable to the above		\$0.00
Cost Reimbursable Elements		Limitation of Expenditure
Miscellaneous expenses <i>reimbursed based at actual cost</i>		up to \$0.00 including GST/HST
Travel and living expenses <i>reimbursed in accordance to GC10</i>		up to \$7,500.00 including GST/HST
C9. INVOICES One (1) copy of each invoice is to be sent at the address below showing: a. the Contract title, number and financial code; b. the date; c. a description of the Work performed; d. timesheets (if payment is based on hourly/per diem rates); e. evidence of actual cost (Cost Reimbursable Elements); f. the amount of any tax (including GST/HST). All invoices are to be sent to: P2P.East.Invoices-Factures.Est@hc-sc.gc.ca		
C10. GOVERNING LAWS This MOA shall be governed and construed by the laws in force in Ontario, Canada.		
C11. ENQUIRIES All enquiries and other communications related to this MOA are to be directed ONLY to the Health Canada Authority.		
C12. INTELLECTUAL PROPERTY The Canada Will Own Intellectual Property Rights as per Section II.		
C13. SIGNATURES This MOA has been executed on behalf of the Parties by their duly authorized representatives:		
AUTHORIZED REPRESENTATIVE OF THE PROVIDER OF SERVICES		
		January 26, 2021
Signature		Date
Name Christopher Mackie, Medical Officer of Health		
Name of Position		
HEALTH CANADA AUTHORITY:		
		
Signature		Date
Steven Sternthal Director General Centre for Food-Borne, Environmental & Zoonotic Infectious Disease		

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 Health Canada (HC).
 - 1.1.2. "Memorandum of Agreement" or "MOA" means this written agreement between HC 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. "Health 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 HC in the management of this MOA.
 - 1.1.4. "Parties" means HC 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 HC 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 Health Canada Authority, the Provider of Services shall deliver a description, in a form satisfactory to HC, 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 HC 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 HC and HC's servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Provider of Service, or the Providers of Services'

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

- 4.2. The Provider of Services shall indemnify HC and HC's servants and agents from all costs, charges and expenses whatsoever that HC 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 HC of anything furnished pursuant to this MOA.
- 4.3. The Provider of Services' liability to indemnify or reimburse HC under this MOA shall not affect or prejudice HC from exercising any other rights under law.
- 4.4. The Provider of Services agrees that HC shall not be liable for, and agrees to protect and indemnify HC 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 HC while acting within the scope of his or her employment.

GC5. Termination or Suspension for Convenience

- 5.1. HC 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 HC before the giving of notice shall be paid for by HC in accordance with the provisions of this MOA and, for all work not completed before the giving of notice, HC 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 HC 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. HC 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 HC'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 HC terminates the Work in whole or in part under this section, HC may arrange, upon such terms and conditions and in such manner as HC deems appropriate, for the Work to be completed that was so terminated, and the Provider of Services shall be liable to HC for any excess costs relating to the completion of the Work.
 - 6.3. Upon termination of the Work under this section, HC may require the Provider of Services to deliver and transfer title to HC, in the manner and to the extent directed by HC, 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. HC shall pay the Provider of Services for all finished work delivered pursuant to the direction and accepted by HC, 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. HC may withhold from the amounts due to the Provider of Services the sums that HC determines to be necessary to protect HC 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 HC issues a notice of termination under this section, it is determined by HC 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 HC in accordance with the provisions of this MOA and, for all work not completed before the giving of notice, HC 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 Health 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 HC 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 Health 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 HC, except any source that is known to the Provider of Services to be under an obligation to HC not to disclose the information.
- 8.2. Upon request, the Provider of Services shall return to the Health Canada Authority all information provided to the Provider of Services by or on behalf of HC 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

IP2. Canada to Own Intellectual Property Rights

1.0 Interpretation

In the MOA,

- 1.1 “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 Provider of Services, its subcontractors or any other third party;
- 1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;
- 1.3 “Foreground Information” means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the MOA;
- 1.4 “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;
- 1.5 “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 as trade secrets and confidential information;
- 1.6 “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, and includes modifications to any of the foregoing.

2.0 Records and Disclosure of Foreground Information

- 2.1 During and after the performance of the MOA, the Provider of Services 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 Provider of Services must report and fully disclose to the Minister all Foreground Information as required by the MOA. If the MOA does not specifically state when and how the Provider of Services must do so, the Provider of Services must provide this information when requested by the Minister or a representative of the Minister, whether before or after completion of the MOA.
- 2.2 The Provider of Services must, in each disclosure under this section, indicate the names of all subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
- 2.3 Before and after final payment to the Provider of Services, the Provider of Services must provide the Minister with access to all records and supporting data that the Minister considers pertinent to the identification of Foreground Information.
- 2.4 For any Intellectual Property that was developed or created in relation to the Work, the Minister will be entitled to assume that it was developed or created by Canada, if the Provider of Services’ records do not list that Intellectual Property or do not indicate that it was created by the

Provider of Services, or by someone on behalf of the Provider of Services, other than Canada.

3.0 Canada to Own Intellectual Property Rights in Foreground Information

- 3.1 All Intellectual Property Rights in the Foreground Information belong to Canada as soon as they come into existence. The Provider of Services shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted under this MOA or otherwise in writing by Canada.
- 3.2 The Provider of Services shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

- 3.3 Any personal information, as defined in the *Privacy Act*, R.S. 1985, c. P-21, collected by the Provider of Services in the execution of the Work under the MOA becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Provider of Services has no right in any such personal information.
- 3.4 If the Work under the MOA involves the preparation of a database or other compilation using information or data supplied by Canada or any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. Unless the MOA otherwise expressly provides, the Provider of Services shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the MOA or at such earlier time as the Minister may require.
- 3.5 The Provider of Services must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights in the Foreground Information as the Minister may require. The Provider of Services 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 Right in any jurisdiction, including the assistance of the inventor in the case of inventions.

4.0 License to Intellectual Property Rights in Background Information

- 4.1 The Provider of Services hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise the Intellectual Property Rights in the Background Information for Canada's activities. Subject to any exception described in the MOA, this license allows Canada to do anything that it would be able to do if it were the owner of the Background Information, other than exploit it commercially in competition with the Provider of Services and transfer or assign ownership of it. This license cannot be restricted in any way by the Provider of Services providing any form of notice to the contrary, including the wording on any shrink-wrap license or any other kind of packaging, attached to any deliverable.

- 4.2 For greater certainty, Canada's license in the Background Information includes, but is not limited to:
- a. the right to disclose the 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 Provider of Services engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and Provider of Services 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 Background Information to other governments for information purposes;
 - c. the right to reproduce, modify, improve, develop or translate the 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 Provider of Services must deliver to Canada under the Contract and to reproduce, use, modify, improve or translate the Software.
- 4.3 The Provider of Services 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 MOA. Furthermore, in the case of commercial off-the-shelf software, the Provider of Services' 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 Provider of Services or any subcontractor.

- 4.4 The Provider of Services represents and warrants that it has the right to grant to Canada the ownership in the Foreground Information and the license and any other rights to use the Background Information. The Provider of Services will ensure that any Intellectual Property Rights in any Foreground Information developed by a subcontractor or any third party must be promptly transferred to and owned by Canada. If the Intellectual Property Rights in any Background Information are or will be owned by a subcontractor or any other third party, the Provider of Services must have or obtain promptly a license from that subcontractor or third party to grant promptly any required license directly to Canada.
- 4.5 Any information supplied by Canada to the Provider of Services for the performance of the Work remains the property of Canada. The Provider of Services must use Canada's information only to perform the MOA.

5.0 Waiver of Moral Rights

- 5.1 If requested by Canada, during and after the MOA, the Provider of Services 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 MOA. If the Provider of Services is an author of the Foreground Information, the Provider of Services permanently waives the Provider of Services' moral rights in that Foreground Information.

ANNEX A – MOA STATEMENT OF WORK

Annex “A” – MOA STATEMENT OF WORK

S1. INTRODUCTION

This Service Agreement (“Agreement”) covers the operation of the Public Health Agency of Canada (PHAC), Food-borne Disease and Antimicrobial Resistance Surveillance Division (FDASD)’s 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. In addition to FoodNet Canada, other programs within FDASD are the Canadian Integrated Program for Antimicrobial Resistance Surveillance (CIPARS), the National Enteric Surveillance Program (NESP), Enhanced National Listeriosis Surveillance, and Burden of Enteric Illness Studies. These FDASD surveillance programs are interconnected with integrated activities, and their combined information is used to inform enteric disease within Canada.

S2. TITLE

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

S3. OBJECTIVES

This Service Agreement (“Agreement”) is between PHAC’s FDASD and the Middlesex-London Health Unit and covers the operation of PHAC FDASD’s enhanced integrated surveillance system for foodborne and waterborne infectious gastroenteritis in the FoodNet Canada Ontario Sentinel Site, located in Middlesex-London, Ontario. This Agreement also includes the provision of data to PHAC’s Outbreak Management Division (OMD) for the purpose of outbreak detection, assessment, and response

The Agreement supports the three main objectives of the FoodNet Canada surveillance system:

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.

The Agreement has the following main work objectives which are to:

- provide funding for an employee and outline their duties as they relate to the work and management of FoodNet Canada activities in the site; and
- provide funding for retail sampling and describe the associated activities.

S4. BACKGROUND

FoodNet Canada is a multi-partner sentinel site surveillance system facilitated by PHAC that identifies enteric pathogens in foods and environmental sources causing enteric illness in the Canadian population. The program brings together enhanced epidemiological and microbiological surveillance to identify risks and to help direct food and water safety action plans and programming as well as public health interventions.

Specifically, its core objectives are to: determine what food and other sources are making Canadians ill (source attribution); determine significant risk factors for enteric illness; accurately track disease rates and risks over time; and provide practical prevention information.

FoodNet Canada has two main databases: the human component (data on all human cases) and the non-human component, which includes data on retail foods (meats, produce or other), on-farm (farm animal manure) and water (untreated water). The objective of the human component is to: produce baseline data through enhanced passive surveillance, identify and analyse risk factors, and inform burden of enteric illness estimates and source attribution work. Each case of enteric disease in the sentinel site is followed up using a standardized FoodNet Canada case questionnaire and by conducting additional microbiological and molecular characterization of the pathogen implicated in the infection.

The non-human component consists of sampling and surveillance in three sub-components: retail food, farm and water. The objective of the retail food sampling is to identify pathogen levels on raw meat (e.g. chicken) and produce (e.g. bagged leafy greens) available to the consumer at the grocery store level for large and medium chain stores as well as independently owned butcher and market shops. The farm surveillance component objective is to determine the level of contamination on-farm through the active surveillance of fresh fecal material and stored manure sampled on participating producer farms within each site. Finally, the objective of the water surveillance component is to understand the dynamics of pathogen levels in the environment and the transmission of enteric pathogens from both specific and non-specific sources within local watersheds and water sources.

This MOA will cover the work related to the human component and the retail sampling in the Ontario sentinel site. For the human component, the MOA will cover the cost of 1 FTE in the sentinel site to support continuous surveillance activities for FoodNet Canada. It will also cover the funding of work related to retail sampling, which consists of the site providing staff to perform the sampling throughout the year for the sentinel site.

S5. SCOPE

RESPONSIBILITIES OF THE MIDDLESEX-LONDON HEALTH UNIT

1. 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 PHAC's FDASD.

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

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

The roles and responsibilities of the site coordinator revolve around performing year-round surveillance activities to support FoodNet Canada's objectives. In particular, the responsibilities focus on relationship building within the Middlesex London Health Unit and the sentinel site community, coordination of the

various components of the surveillance system at the health unit level, and follow-up on the laboratory submission/tracking of information related to the submission of specimen samples and analytical results. Data management activities, compiling surveillance reports, as well as reporting on the progress of this work, will be critical to success.

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

2.1 Communication

- Communicate with PHAC's FoodNet Canada team at monthly operation meetings, quarterly steering committee meetings, site coordinator meetings, annual site visits and as required (e.g., if other initiatives undertaken in collaboration with FoodNet Canada).
- Plan with and update the Middlesex-London Health Unit management and other public health staff as required.
- Communicate with Public Health Ontario, Public Health Ontario Laboratories Toronto regarding laboratory data as required to meet established timelines (i.e., every two months).

2.2 Enhanced Investigations of Reported Cases

- Ensure use and completion of standardized questionnaire by local public health staff.
- Ensure data quality by reviewing and cleaning case interview data prior to being sent to PHAC's FDASD according to the data management standard operating procedure (SOP) provided by PHAC's FDASD and calendar for data extract submission.
- Review data management SOP and calendar for data extract submission annually.
- Participate in annual and ongoing review and enhancement of the standardized questionnaire.

2.3 IT/Database Management

- Ensure data quality for processes involved with data collection, data entry, data storage, and data transfer. Many of these activities are outlined in the data management SOP. These activities include, but are not limited to: developing and maintaining data cleaning processes (identification of missing values, follow-up to finalize missing values, duplicate record identification and removal), and processes to ensure all relevant laboratory data are incorporated into the data extracts sent to PHAC's FDASD.
- Ensure bi-monthly transmission of data to PHAC's FDASD, and as required.
- Ensure database updates are made based on questionnaire revisions.

2.4 Relationship Building/Liaison

- Within the Middlesex-London Public Health.
- Within the community (physicians, institutions, infection control, etc.) as required.
- With provincial government as required.
- With FoodNet Canada's other sentinel sites across Canada and PHAC.

2.5 Enhancing Outbreak Investigations

- Ensure transfer of summary outbreak information to PHAC's FDASD on an annual basis.

2.6 Laboratory Coordination

- Work with the Provincial Laboratory for coordination/communication with private and hospital laboratories.
- Coordinate with the Provincial Laboratory to receive sub-typing information on a regular basis.
- Coordinate with the Provincial Laboratory to link laboratory and epidemiological information to meet established timelines for data submission to PHAC's FDASD (i.e., every two months).

2.7 Training

- As appropriate and availability permitting participate in training related to FoodNet Canada activities.

- Support PHAC's FDASD in providing training to other the Middlesex-London Health Unit personnel and other FoodNet Canada sites as required and agreed upon by the Middlesex-London Health Unit management.

2.8 Administration

- Participate in meetings to provide updates on activities and identify any issues/gaps.
- Assist in the provision of information to address information requests, briefing notes and other documentation regarding the FoodNet Canada sentinel site and related activities.
- Annually provide PHAC's FDASD population estimates, by age group and gender, for the sentinel site boundaries for the purpose of calculating disease incidence rates.
- Work with the Provincial laboratory to provide the Provincial Laboratory numbers to PHAC's FDASD according to established timelines for data submission (i.e., every two months) to allow for further laboratory analyses (e.g. Whole Genome Sequencing).
- Coordinate with PHAC's FDASD if activities or deadlines are being, or are anticipated to be, affected by unforeseen situations beyond the control of the site.
- Other tasks related to meeting FoodNet Canada's objectives, as required.

2.9 Communication Products

- Contribute to the review of FoodNet Canada communications, annual reports, email updates, feedback, information for website, presentations, etc., as required.

2.10 Analysis

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

2.11 Targeted Initiatives

- Work with PHAC's FDASD to address specific issues and knowledge gaps related to FoodNet Canada objectives.
- Liaise with students and others, as required.

2.12 Surge Capacity

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

3. Allow for the use and enhancement of the following tools and the provision of training on these tools for the Middlesex-London Health Unit staff and managers:

- enhanced, standardized questionnaire for reported cases of infectious enteric disease,
- standardized operating procedures for the investigation of reported 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,
- standardized operating procedures to follow up the information transfer related to the lab results coming back to the Middlesex-London Health Unit, and
- procedures to extract the required de-identified data and to securely transfer them to PHAC's FDASD.

4. Every two months provide to PHAC's FDASD de-identified¹ data on reported cases of infectious enteric disease.

5. Retail Sampling

- Provide PHAC's FDASD 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.
- The Site Coordinator will supervise activities of the retail sampler.

Retail sampler activities:

- Perform weekly retail sampling at retail stores as per the FoodNet Canada retail sampling manual and annual FoodNet Canada retail sampling schedule.
- Prepare all submission forms and paperwork associated with sample submissions as per the annual FoodNet Canada retail sampling manual.
- Prepare and ship retail food samples and temperature data loggers to the testing laboratories as per FoodNet Canada sampling manual.
- Provide PHAC's FDASD with the weekly sample information in the specified electronic format.
- Provide PHAC's FDASD with a digital electronic photograph of the front and back of each retail packages as per FoodNet Canada retail sampling manual.

6. Allow for PHAC FDASD's review of the Middlesex-London Health Unit procedures with regards to the agreed upon data cycle, from training and collection to data 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. PHAC will not provide the Middlesex-London Health Unit any computers or any proprietary computer software, documents, or any symbols, designs, and images that, if used, may infringe on third party Intellectual Property rights.

9. If ever the Middlesex-London Health Unit is no longer a sentinel site under PHAC's FoodNet Canada surveillance system the data collected throughout the duration of this agreement will remain available to the FoodNet Canada Surveillance System for 10 years after the end of the agreement to enable reporting, such as ongoing trend analysis.

¹ De-identified data on cases of infectious disease include all lab results related to the case, age and gender of the patient, time of onset or related dates, 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 animals, and travelling during the incubation period). De-identified 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, and personal health record beyond the current enteric illness.

S6. MILESTONES

To ensure timely execution of the responsibilities of the Provider of Services, the following milestones are outlined:

Sentinel Site Coordinator Activities:

Monthly:

- Participate and communicate any issues with PHAC's FoodNet Canada team at monthly operation meetings.

Every Two Months:

- Coordinate with the Provincial Laboratory to provide relevant laboratory data and Provincial Laboratory numbers to PHAC's FDASD, as well as link laboratory and epidemiological information to meet established timelines for data submission to PHAC's FDASD (i.e., every two months).
- Ensure transmission of de-identified case data to PHAC's FDASD to meet established timelines for data submission (i.e., every two months).

Quarterly:

- Participate and communicate with PHAC's FoodNet Canada team at quarterly steering committee meetings.

Annually:

- Review data management SOP and calendar for data extract submission annually.
- Participate in annual and ongoing review and enhancement of the standardized questionnaire.
- Ensure transfer of summary outbreak information to PHAC's FDASD on an annual basis.

Other:

- Participate and communicate with PHAC's FoodNet Canada team at site coordinator meetings.

Retail Sampling:

Weekly:

- Perform weekly retail sampling including preparing and shipping samples to laboratories.
- Provide PHAC's FDASD with the weekly sample information in the specified electronic format, as well as a digital electronic photograph of the front and back of retail package.

Annually:

- Provide PHAC's FDASD with a census of the retail grocery stores in the sentinel site.

S7. RESPONSIBILITIES OF PUBLIC HEALTH AGENCY OF CANADA

1. Provide guidance and support for the effective governance and management of the activities related to the FoodNet Canada sentinel site in the Middlesex-London Health Unit, in partnership with the site coordinator and the Middlesex-London Health Unit management.
2. Help coordinate communication between laboratories (public health, private, hospital) within the Middlesex-London Health Unit.
3. Provide tools (standardized operating procedures) and data management and FNC questionnaire training to the Middlesex-London Health Unit site coordinator and staff as required.
4. Provide assistance during outbreak investigations (at the request of the Middlesex-London Health Unit).
5. PHAC's FDASD will provide general program support (e.g. sampling questions, supplies, issues with samples) for the retail sampling program, as well as detailed training for the retail sampler.
6. Annually assess training needs for the Middlesex-London Health Unit personnel related to the functioning of the enhanced enteric disease surveillance system and provide training accordingly.
7. PHAC's FDASD will notify the Middlesex-London Health Unit at least one month in advance of publishing/presenting results (scientific journals, annual reports, conference or other external presentations) that include data from the Middlesex-London Health Unit.
8. PHAC's FDASD will notify the Middlesex-London Health Unit if sentinel site data are to be shared with PHAC's OMD for the purpose of outbreak detection, assessment, and/or response. Data provided to OMD will only be used for these operational activities.

9. PHAC's Centre for Food-borne, Environmental and Zoonotic Infectious Diseases will provide financial support for the site coordinator position, and expenses related to travel and training; and salary for the retail sampler and costs associated with the retail sampling program. See detailed budget in Annex B.

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

11. Any notice of termination of the Work outlined in the Memorandum of Agreement will be provided by PHAC to the Middlesex-London Health Unit at a minimum of three months prior to the date of termination.

S8. PROVIDER OF SERVICES RESPONSIBILITY

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

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

S9. WORK SITE / LOCATION OF WORK

Within the Middlesex-London Health Unit

S10. LANGUAGE PROFICIENCY.

English

S11. MEMORANDUM OF AGREEMENT CONTACT

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

Lisa Landry

Director,

Food-Borne Disease and Antimicrobial Resistance Surveillance Division

Centre for Food-borne, Environmental and Zoonotic Infectious Diseases

IDPCB, PHAC

370 Speedvale Avenue West, Unit 120

Guelph, ON N1H 7M7

Telephone: 519-826-2995

E-mail: Lisa.landry@phac-aspc.gc.ca

S12. MEMORANDUM OF AGREEMENT CONTACT FOR THE PROVIDER OF SERVICES

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

Dr. Christopher Mackie

Medical Officer of Health

Middlesex-London Health Unit

50 King Street,

London, ON

N6A 5L7

SECURITY REQUIREMENTS

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

ANNEX B – BASIS OF PAYMENT

The amount will be invoiced quarterly at the end of each quarter of the fiscal year (four invoices) for the duration of this agreement and by March 15th in the last quarter.

Middlesex-London Health Unit provides to the Administrative Assistant, Centre for Food-borne, Environmental and Zoonotic Infectious Diseases Public Health Agency of Canada an original and one (1) copy of the invoice.

1. MEMORANDUM OF AGREEMENT PERIOD:

April 01, 2021 – March 31, 2022;

1.2 Pricing Tables:

FoodNet Canada Site Coordinator (Middlesex-London Health Unit) includes: the salary and benefits for the FoodNet Canada site coordinator in the Middlesex-London Health Unit and expenses related to training. Training may include travel e.g. airfare and accommodation costs to attend professional development at an annual conference, enhanced epidemiological and laboratory capacity at the Public Health Agency of Canada; or other specified training according to the MOA Statement of Work.

FoodNet Canada Middlesex-London Health Unit retail sampling includes: wages and benefits for the retail sampler in Middlesex-London Health Unit, and weekly reimbursable costs related to retail food sample purchase and travel.

2. Site Coordinator:

No.	Description	Site Coordinator Rate for April 1, 2021 - March 31, 2022
1	Salary and Benefits*	\$102,802
2	Training	\$2,500
Total Yearly Cost:		\$105,302

*Constant benefit rate of 25.39%

3. Retail Sampler:

No.	Description	Retail sampler rate for April 1, 2021 - March 31, 2022
1	Total Salary (Hourly wage - \$56.48)	\$17,397
2	Retail Sample Purchase	\$10,000
3	Travel (mileage)	\$7,500
4	Supplies	\$1,000
Total Yearly Cost:		\$35,897

*Based on 7 hrs/day for 44 weeks in a year = 308 hrs.

ANNEX B – SECURITY REQUIREMENTS

THERE IS NO SECURITY REQUIREMENT



London
CANADA

P.O. Box 5035
300 Dufferin Avenue
London, ON
N6A 4L9

January 13, 2021

A. L. Barbon
Managing Director, Corporate Services and City Treasurer, Chief Financial Officer

I hereby certify that the Municipal Council, at its meeting held on January 12, 2021 resolved:

That the following actions be taken with respect to the 2021 Annual Budget Update:

- a) Case #1 - RBC Place London - Promissory Note Forgiveness - Operating Expenditure (\$72,000); Net Levy \$0, BE APPROVED;
- b) Case #2 - RBC Place - Revised Capital Plan - Capital Expenditure \$166,000; Net Levy \$0, BE APPROVED;
- c) Case #3 - Recycling and Composting - Repair of Material Recovery Facility Fire Suppressant System - Capital Expenditure \$800,000; Net Levy \$0, BE APPROVED;
- d) Case #4 - Children's Services - Reduction in Required Investment in 2021 due to impacts of COVID-19 - Operating Expenditure (\$1,630,000); Net Levy (\$1,630,000), BE APPROVED;
- e) Case #5 - Middlesex-London Health Unit - Increased Funding by the Ministry of Health in 2021 - Operating Expenditure (\$610,000); Net Levy (\$610,000), BE APPROVED;
- f) Case #6 - Ontario Works - Reduction in Investment in 2021 in Connection with Impacts of COVID-19 - Operating Expenditure (\$425,000); Net Levy (\$425,000), BE APPROVED;
- g) Case #7 - Corporate Services - Administrative Recoveries from Water, Wastewater and Treatment and Joint Water Boards - Operating Expenditure \$0; Net Levy (\$1,582,000), BE APPROVED;
- h) Case #8 - Other Related Financing - Reduction to Corporate Contingency Budget - Operating Expenditure (\$1,900,000); Net Levy (\$1,900,000), BE APPROVED;
- i) Case #9 - Parks and Recreation - Implementation of Strategic Objectives Related to Growing a Film Sector in London
 - i) the document entitled "London Community Ideas for Film Industry Development", as submitted by Councillors M. van Holst and P. Squire, BE REFERRED to the Civic Administration for consideration;
 - ii) Business Case #9 - Implementation of Strategic Objectives Related to Growing a Film Sector in London BE AMENDED to increase the annual funding allocation to \$300,000; and
 - iii) the above-noted amended Business Case #9 BE FURTHER AMENDED by revising the source of funding to be from the Economic Development Reserve Fund;

j) Case #10 - Revised Implementation - 60% Waste Diversion Action Plan - Operating Expenditure (\$3,750,000); Net Levy (\$3,750,000), BE APPROVED; and,

k) Case #4B - City of London Infrastructure Gap, BE AMENDED to have annual contributions as follows:

2021 - 1,000,000
2022 - 1,750,000
2023 - 2,500,000 (4.1/2/SPPC)



C. Saunders
City Clerk
/hw

cc: L. Livingstone, City Manager
K. Scherr, Managing Director, Environmental and Engineering Services and Cit
Engineer
C. Smith, Managing Director, Neighbourhood, Children and Fire Services
S. Stafford, Managing Director, Parks and Recreation
K. Murray, Director, Financial Planning & Business Support
M. Galczynski, Manager, Financial Planning & Policy
J. Davies, Manager, Financial Planning and Policy
Dr. Mackie, Medical Officer of Health
L. Da Silva, CEO