

**AGENDA  
MIDDLESEX-LONDON BOARD OF HEALTH**

Thursday, December 15, 2022, 6:00 p.m.  
MLHU Board Room – CitiPlaza  
355 Wellington Street, London ON

**MISSION - MIDDLESEX-LONDON HEALTH UNIT**

The mission of the Middlesex-London Health Unit is to promote and protect the health of our community.

**MEMBERS OF THE BOARD OF HEALTH**

Mr. Peter Cuddy  
Ms. Aina DeViet  
Ms. Skylar Franke  
Ms. Tino Kasi  
Mr. Mike McGuire  
Mr. Selomon Menghsha  
Ms. Michelle Smibert  
Mr. Mike Steele  
Mr. Matt Reid  
Dr. Alexander Summers (Medical Officer of Health, ex-officio member)  
Ms. Emily Williams (Chief Executive Officer, ex-officio member)

**SECRETARY**

Ms. Emily Williams

**TREASURER**

Ms. Emily Williams

**DISCLOSURE OF CONFLICTS OF INTEREST**

**APPROVAL OF AGENDA**

**MINUTES**

Approve: November 10, 2022 – Board of Health meeting

Item #	Delegation	Recommendation	Information	Report Name and Number	Link to Additional Information	Overview and Lead
<b>Reports and Agenda Items</b>						
1			X	Recognition of Departing and Incoming Board of Health Members  (Verbal)		To recognize and thank departing Board of Health members and welcome incoming members.  Lead: Chair Matt Reid
2			X	Information Technology Managed Service Provider  (Report No. 69-22)	<a href="#">Appendix A</a>	To provide an update on the contract renewal for Information Technology Managed Services.  Lead: Ms. Emily Williams, Chief Executive Officer
3		X	X	MLHU Strathroy Dental Clinic – Contract Award for Dental Supply Purchases  (Report No. 70-22)		To provide an update and recommend a contract award for dental supply purchases for the Strathroy Dental Clinic  Lead: Ms. Maureen MacCormick, Director, Healthy Living & Mr. Warren Dallin, Manager, Procurement and Operations
4		X	X	MLHU Strathroy Dental Clinic – Contract Award for Purchase and Installation of Dental Equipment  (Report No. 71-22)		To provide an update and recommend a contract award for purchase and installation of dental equipment for the Strathroy Dental Clinic  Lead: Ms. Maureen MacCormick, Director, Healthy Living & Mr. Warren Dallin, Manager, Procurement and Operations
5		X	X	MLHU Strathroy Dental Clinic – Contract Award for Design and Build  (Report No. 72-22)		To provide an update and recommend a contract award for the design and build for the Strathroy Dental Clinic  Lead: Ms. Maureen MacCormick, Director, Healthy Living & Mr. Warren Dallin, Manager, Procurement and Operations

6			X	Chief Executive Officer Activity Report for November (Report No. 73-22)		To provide an update on external and internal meetings attended by the Chief Executive Officer since the last Board of Health meeting.  Lead: Ms. Emily Williams, Chief Executive Officer
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Correspondence						
7		X	X	December 2022 Correspondence		Receive items a), b) and c).

## OTHER BUSINESS

The next meeting of the Middlesex-London Board of Health is to be determined, [per Board of Health approval of the 2023 Board of Health and Committee Meeting Schedule](#).

## CONFIDENTIAL

The Middlesex-London Board of Health will move into a confidential session to approve previous confidential Board of Health minutes and to discuss matters which pertain to one or more of the following, as per section 239(2) of the *Municipal Act, 2001, S.O. 2001, c. 25*:

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (d) labour relations or employee negotiations;
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;
- (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, 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;
- (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

## ADJOURNMENT



**PUBLIC SESSION – MINUTES**  
**MIDDLESEX-LONDON BOARD OF HEALTH**

Thursday, November 10, 2022, 7:00 p.m.  
MLHU Board Room – CitiPlaza  
355 Wellington Street, London ON

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**MEMBERS PRESENT:** Mr. Matt Reid (Chair)  
Ms. Kelly Elliott (Vice-Chair)  
Mr. John Brennan (arrived 8:44 p.m.)  
Mr. Selomon Menghsha (attended virtually)  
Ms. Maureen Cassidy  
Ms. Aina DeViet  
Mr. Michael Steele  
Ms. Mariam Hamou

**REGRETS:** Ms. Tino Kasi

**OTHERS PRESENT:** Ms. Carolynne Gabriel, Executive Assistant to the Board of Health and Communications Coordinator (Recorder)  
Dr. Alexander Summers, Medical Officer of Health  
Ms. Emily Williams, Chief Executive Officer  
Ms. Maureen MacCormick, Director, Healthy Living  
Ms. Mary Lou Albanese, Director, Environmental Health and Infectious Disease  
Ms. Jennifer Proulx, Acting Director, Healthy Start  
Ms. Sarah Maaten, Acting Director, Office of the Medical Officer of Health  
Mr. David Jansseune, Assistant Director, Finance  
Ms. Cynthia Bos, Manager, Human Resources  
Ms. Kendra Ramer, Manager, Privacy, Risk and Project Management  
Mr. David Pavletic, Manager, Food Safety and Healthy Environments  
Mr. Dan Flaherty, Manager, Communications  
Mr. Alex Tymb, Online Communications Coordinator  
Mr. Mike Kadour, Consultant  
Mr. Steven Villani, Medical Student

Chair Matt Reid called the meeting to order at **7:00 p.m.**

**DISCLOSURE OF CONFLICT OF INTEREST**

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

**APPROVAL OF AGENDA**

Ms. Emily Williams, Chief Executive Officer requested Report No. 68-22 “Laptop Purchase – Contract Award” be added to the agenda.

It was moved by **Ms. Maureen Cassidy, seconded by Ms. Mariam Hamou**, that the **AGENDA** for the November 10, 2022 Board of Health meeting be approved, as amended.

Carried

### **APPROVAL OF MINUTES**

It was moved by **Ms. Aina DeViet, seconded by Ms. Cassidy**, that the Board of Health approve the **MINUTES** of the October 20, 2022 Board of Health meeting.

Carried

It was moved by **Mr. Michael Steele, seconded by Ms. Kelly Elliott**, that the Board of Health receive the **MINUTES** of the November 3, 2022 Finance and Facilities Committee meeting.

Carried

Chair Reid called upon Dr. Alexander Summers, Medical Officer of Health who introduced Ms. Sarah Maaten as the Acting Director, Office of the Medical Officer of Health.

### **REPORTS AND AGENDA ITEMS**

#### **Recognition of Departing Board of Health Members (Verbal)**

Chair Reid introduced verbal report re: "Recognition of Departing Board of Health Members" and offered comments of recognition and thanks to three departing Board of Health members, for whom this would be their last meeting on the Board of Health: Ms. Cassidy, Ms. Elliott, and Ms. Hamou.

It was moved by **Mr. Steele, seconded by Ms. DeViet**, that the Board of Health receive the Verbal report re: "Recognition of Departing Board of Health Members" for information.

#### **Governance Committee Meeting – November 10, 2022 (Verbal Update)**

This report was introduced by Ms. DeViet, Chair, Governance Committee. Ms. DeViet indicated that two reports had been presented at the November 10, 2022 Governance Committee meeting, Report No. 14-22GC "2021-22 Provisional Plan Update" and Report No. 14-22GC "MLHU Q3 2022 Risk Register".

It was moved by **Ms. DeViet, seconded by Mr. Steele**, that the Board of Health:

- 1) Receive Report No. 13-22GC, re: "2021-22 Provisional Plan Update" for information; and,
- 2) Approve the extension of the 2021-22 Provisional Plan to the end of 2024 following a current state analysis with a plan to develop a 2025-2029 Strategic Plan in 2024.

Carried

It was moved by **Ms. DeViet, seconded by Mr. Selomon Menghsha**, that the Board of Health:

- 1) Receive Report No. 14-22GC, re: "MLHU Q3 2022 Risk Register" for information; and,
- 2) Approve the Q3 2022 Risk Register (Appendix A).

Carried

It was moved by **Ms. Elliott, seconded by Ms. Cassidy**, that the Board of Health receive the verbal report, re: "Governance Committee Meeting – November 10, 2022" for information.

Carried

#### **Food Safety Program Update (Emerging Trends) (Report No. 64-22)**

This report was introduced by Ms. Mary Lou Albanese, Director, Environmental Health and Infectious Disease who introduced Mr. David Pavletic, Manager, Food Safety and Healthy Environments.

Highlights of this report include:

- Public Health Inspectors (PHIs) with the Middlesex-London Health Unit are observing emerging trends in food businesses including shared kitchens/ghost kitchens, home-based food businesses, increased special events and pop-up markets, and urban farming operations. It is assumed these trends are due to the pandemic and the rise of delivery services as a result of pandemic restrictions.
- Ghost kitchens are not new but are rising in popularity. They occur when a food business that predominantly markets its product online and through delivery services, rents kitchen space from another food business. PHIs do not have a solid understanding of the number of ghost kitchens currently in operation as many do not know they are required to inform the Health Unit they are in operation. PHIs become aware of a ghost kitchen operation during inspections or interactions with the business owning the kitchen. Education in the community is required to raise awareness of the requirements for these businesses.
- During the pandemic, the Province changed legislation to allow for low-risk food to be prepared at home for sale to encourage new businesses. While it is allowed in Middlesex County, currently these operations are banned in London by local zoning restrictions. In response, the City of London is considering changes to its bylaw. If implemented, there would be an increase in home-based food operations which would require risk assessments and inspections from PHIs.
- The number of special events have increased from pre-pandemic levels, especially for small to medium sized events. These require more capacity for inspections.
- PHIs are seeing more microgreens and vertical farming operations in urban areas due to the popularity of these products. The Health Unit has consulted with OMAFRA on these operations.

Ms. Hamou inquired if people rent food trucks similar to the ghost kitchens. Mr. Pavletic indicated that he is not overly familiar with mobile vendors sharing their kitchens, but they would be addressed the same as ghost kitchens and would also require notifying the Health Unit they are operating so a PHI can consult with them.

Ms. DeViet inquired if the onus is on the owner of the kitchen to notify the Health Unit that another business is using its kitchen, or on the business renting the kitchen. She also asked how the Food Safety and Health Environments Team becomes aware of ghost kitchens and how businesses become aware of their responsibilities to notify the Health Unit. Mr. Pavletic indicated that the onus is on the business renting the kitchen because, like anyone who opens a business, they would need to know applicable regulations. Once the Health Unit is notified of a new business, a consultation and inspection are arranged. New operators may not know they need to notify the Health Unit because they believe the kitchen they are using is already inspected and that is sufficient. PHIs have become aware that a kitchen is rented out during their inspection of the kitchen with the owner.

Ms. Elliott inquired what the respective roles of the Health Unit and of OMAFRA are with regards to urban farming operations. Mr. Pavletic indicated that operations like vertical farming and microgreens are opening in facilities already inspected by the Health Unit. Agencies like OMAFRA take a risk-based approach in their inspections and as these urban farming operations are at a much smaller scale than traditional farms and lower risk, they would not be inspected by OMAFRA. The Health Unit has reached out to OMAFRA and coordinated some of their members providing education and resources to MLHU PHIs to guide inspections.

It was moved by **Ms. Elliott, seconded by Ms. Hamou**, *that the Board of Health receive Report No. 64-22, re: "Food Safety Program Update (Emerging Trends)," for information.*

Carried

### **Current Public Health Issues (Verbal Update)**

Dr. Summers shared a PowerPoint presentation and provided this report. Highlights include:

### *Respiratory Illnesses*

- Ontario is experiencing a convergence of COVID-19, influenza, and RSV.
- Percent positivity of influenza has increased significantly in the past couple of weeks provincially and locally.
- COVID-19 activity is more stable than influenza but is increasing in percent positivity.
- MLHU has adjusted its data dashboard to present information on both COVID-19 and influenza.
- COVID-19 vaccination rates for booster doses received in the past 6 months is increasing gradually.
- Locally, paediatric ICU capacity has not been exceeded due to paediatric COVID-19, influenza, and RSV; however, ICU capacity is being exceeded in other regions.
- Recommendations for addressing the high rates of respiratory illnesses are familiar: vaccinations, masking in crowded areas, staying home when sick, and hand hygiene.

### *Health and Homelessness*

- Continue to experience significant pressure of homelessness locally, which is also experienced in many communities in Southwestern Ontario. Homelessness has likely doubled in the past year.
- MLHU participated in organizing a Health and Homelessness Community Summit. The first meeting was held the previous day. There was success in trying to find common understanding, but more work remains to be done. MLHU is providing a public health perspective on homelessness and community leadership on bringing partners together.

### *Syphilis and STIs*

- Syphilis and STIs are an ongoing concern, particularly bacterial STIs. Prior to the pandemic, syphilis was emerging as a public health concern after nearly two decades. Rates of syphilis are increasing as pandemic restrictions lift.
- Recently, MLHU has received its first reports of congenital syphilis.
- MLHU will be monitoring the situation closely and determining what can be done at a population level.

### *Monkeypox*

- The local Monkeypox outbreak has been declared over.
- There was tremendous community leadership and effective communication campaigns in collaboration with the Gay Men's Sexual Health Alliance and other local organizations.
- Middlesex-London had the third highest per capital vaccine administration in the province.

Chair Reid inquired which vaccinations were being recommended to children in response to respiratory illnesses. Dr. Summers indicated that the COVID-19 and influenza vaccines were recommended for all children above the age of 6 months. There is no vaccine for RSV. For high-risk infants there is a long-standing program which provides immunoglobulins to passively deliver antibodies.

Ms. DeViet inquired about the demographics on the uptake of COVID-19 and influenza vaccinations. Dr. Summers indicated that the trend is upwards but slow in children for uptake of the COVID-19 vaccine. It is challenging to speak to the uptake of the influenza vaccine because it is not tracked as it is administered. All the Health Unit can speak to is the quantity of influenza vaccine MLHU has distributed to providers.

Ms. Hamou commented that there is speculation on social media that the Minister of Health might provide a COVID-19 update on Monday and inquired if Dr. Summers had any insights. Dr. Summers responded that he anticipates that messaging from the province will likely be in response to the ongoing paediatric hospital capacity concerns, but he does not know for sure what, if any, announcements might be.

Ms. Hamou inquired if the Health Unit has any role in addressing the current shortages of paediatric medications like Advil and Tylenol. Dr. Summers indicated that this issue is outside the purview of the Health Unit and that the Health Unit would advise parents to speak to their primary care providers.

Ms. Hamou inquired if the Health Unit had any demographic information for the cases of STIs. Dr. Summers indicated the Health Unit will be conducting a more comprehensive epidemiological analysis in the coming weeks. Prior to the pandemic, the growth in syphilis infections was occurring in men; however, it is now impacting all genders and age demographics are expanding as well. The good news is HIV rates relative to 2017 have come under control with the goal to decrease them further.

It was moved by **Ms. DeViet, seconded by Mr. Steele**, that the Board of Health receive the Verbal update re: "Current Public Health Issues" for information.

Carried

### **Medical Officer of Health Activity Report for October (Report No. 65-22)**

It was moved by **Ms. Cassidy, seconded by Ms. Elliott**, that the Board of Health receive Report No. 65-22, re: "Medical Officer of Health Activity Report for October," for information.

Carried

### **Chief Executive Officer Activity Report for October (Report No. 66-22)**

It was moved by **Mr. Steele, seconded by Ms. Hamou**, that the Board of Health receive Report No. 66-22, re: "Chief Executive Officer Activity Report for October," for information.

Carried

### **Finance & Facilities Committee Meeting – November 3, 2022 (Report No. 67-22)**

This report was introduced by Mr. Steele, Chair of the Finance and Facilities Committee. Three reports were discussed during the November 3, 2022 Finance and Facilities Committee meeting. Mr. Steele introduced Mr. David Jansseune, Assistant Director, Finance to speak to Report No. 18-22FFC re: 2022 Q3 Financial Update and Factual Certificate. Mr. Jansseune shared a PowerPoint presentation.

Highlights of this report included:

- 100% funded programs include the nurse retention incentive, CLIF, School Focused Nurses Initiative, Seniors Dental Care Capital – Strathroy, and COVID-19.
  - Nurses Retention Incentive: Eligible nurses to be paid up to \$5000 in two installments. MLHU has paid just over \$1 million with the amounts still to be finalized.
  - CLIF: Funding is \$416,000 with spending as of September being \$252,000 and forecasted spending being \$304,000.
  - School Focused Nurses Initiative: Funding is \$1,643,000 with forecasted expenses of approximately \$350,000, resulting in expected clawbacks from the Province in December, 2022. The program has experienced ongoing difficulties recruiting into the positions and meetings are planned with managers and directors to discuss how better to use the funding.
  - Seniors Dental Care Capital – Strathroy: Funding is \$1,050,000 with no expenses to date, but a lease has been signed and a request for proposals for a construction bid was released the previous Friday.
  - COVID-19 numbers were discussed with Q3 Variance Analysis
- Q3 Variance Analysis – Consolidated
  - Shared funding programs consist of mostly mandatory programs. As of Q3 they were \$2.5 million favourable to budget. Salaries and benefits have been favourable to budget due to vacancies, but unfavourable to budgeted overtime with overtime required to address COVID-19 and recovery efforts. General Expenses were favourable with reduced spending across all areas.
  - COVID-19 programs were \$5.6 million unfavourable to budget due to the misalignment in the timing of receiving funding and expenses. COVID-19 clinics continue to spend to budget whereas case and contact management is spending approximately 60% of its budget. Overtime was split between clinics and case and contact management; however,



overtime was not budgeted for case and contact management, contributing to a \$1,006,000 unfavourable variance.

- o Overall, Q3 consolidated numbers were \$3.1 million unfavourable to budget.
- Forecasting salaries was conducted for: Shared Funding Programs using estimated department vacancy rates and known changes to staffing; COVID-19 using trends; and General Expenses using expected annual spend.
- Forecasted numbers include:
  - o Shared Funding Programs forecasting a surplus of \$2.3 million
  - o COVID-19 is forecasting expenditures of \$22.2 million. The province has directed that any surplus in mandatory programs is to be directed towards COVID-19 expenses and will be using Q3 forecasting to determine if the province will provide any additional funding. As Shared Funding Programs are forecasting a surplus of \$2.3 million, this amount is subtracted from the forecasted COVID-19 expenditures, resulting in an anticipated funding amount of \$19.9 million. To date, MLHU has received \$10.2 million, leaving \$9.7 million to be received.
  - o Nurses Retention Incentive will be treated as a flow-through.
- Cashflow is forecasted to be positive, dependent on reconciliations.
- The bank loan for the upfitting of the CitiPlaza offices is for 20 years with \$260,000 annual payment. The fixed amount is \$3,050,000 with \$2,838,000 owing and the variable amount is \$1,150,000 with \$1,049,000 owing.

It was moved by **Mr. Steele, seconded by Ms. Hamou**, *that the Board of Health receive Report No. 18-22FFC, re: "2022 Q3 Financial Update and Factual Certificate" for information.*

Carried

Chair Steele introduced the next report, Report No. 19-22FFC, re: Proposed Adjustments to Reserves and called upon Mr. Jansseune to share some comments.

Highlights of this report include:

- The Health Unit is requesting approval to contribute \$250,000 to the Technology and Infrastructure Reserve using 2022 surplus municipal funds. This transfer to reserve was not budgeted.
- The current balance of this reserve is zero. In 2018 it had a balance of \$1,250,000 which was depleted in 2019.
- There is a \$2 million fund limit with a maximum annual contribution of \$250,000.
- All requested funds to contribute will be municipal funds as provincial funds cannot be contributed to reserves.

It was moved by **Mr. Steele, seconded by Ms. Cassidy**, *that the Board of Health approve contributing \$250,000 to the Technology & Infrastructure Reserve.*

Carried

Mr. Steele introduced the third report, Report No. 20-22FFC, re: Proposed 2023 Budget, and invited Ms. Williams to provide an overview. Ms. Williams shared a PowerPoint presentation.

Highlights of this report included:

- Mitigation funding to offset the proposed changes to cost-sharing between the province and municipalities and COVID-19 extraordinary funding have been confirmed by the province; however, 2023 base funding information will not be available until early 2023.
- Funding assumptions include that provincial funding levels will remain flat to 2022 levels and that requesting additional funds from the municipalities will exceed the planned level of contribution.
- Inflationary pressures from salaries, step increases, and benefits and other financial pressures such as reducing gapping, total an organizational financial pressure of \$1,200,000 for 2023.

- General expense reductions through zero-based budgeting process total \$437,217. Largest areas of impact include program supplies, professional development, and travel and accommodations.
- Proposals on decreasing corporate expenses include reducing cell phones across the organization (\$12,000) and reducing the number of summer students in the vector-borne diseases team from six to four (\$22,000).
- The planned disinvestments reduce the overall target to \$815,992 which will require reductions in programs and services. To identify potential reductions, two frameworks will be used: Public Health Program Pyramid and Critical Business Infrastructure.
- As information regarding provincial base funding will not be known until early 2023, it is recommended that any additional changes to the organization be paused pending this information.

Mr. Steele commented that the timing of the provincial information is a result of the Health Unit and the Provincial Government operating on different fiscal years. MLHU operates from January to December while the Province operates from April to March.

It was moved by **Mr. Steele, seconded by Ms. Cassidy**, that the Board of Health:

- 1) Approve the savings identified from the General Expense zero-based budgeting review in the amount of \$437,217;
- 2) Approve the disinvestment in cell phones and students in the Vector Borne Disease Program; and,
- 3) Advise no further changes in programs and services until 2023 provincial base funding amounts are known.

Carried

It was moved by **Mr. Steele, seconded by Ms. Hamou**, that the Board of Health receive Report No. 67-22, re: "Finance & Facilities Committee Meeting – November 3, 2022" for information.

Carried

### **Walk-On Report: Laptop Purchases – Contract Award (Report No. 68-22)**

This report was introduced by Ms. Williams who introduced Mr. Pat Harford, Manager, Information Technology.

Highlights of this report included:

- The Health Unit has an annual process of reviewing and refreshing information technology assets, including laptops.
- As part of this purchase process, three bids were considered. Stronghold was the least expensive bid that fulfilled all requirements.
- As this purchase is part of the financial plan, budget is already allocated for this purchase.

It was moved by **Mr. Steele, seconded by Ms. DeViet**, that the Board of Health:

- 1) Receive Report No. 68-22, re: "Laptop Purchases – Contract Award," for information; and
- 2) Approve entering into a contractual agreement with Stronghold Services Corporation for the purchase of laptop computers.

Carried

### **CORRESPONDENCE**

It was moved by **Ms. Cassidy, seconded by Ms. Elliott**, that the Board of Health endorse item a) and receive items b) and c).

Carried

**OTHER BUSINESS**

The next meeting of the Middlesex-London Board of Health is Thursday, December 15 at 6:00 p.m.

**CONFIDENTIAL**

At **8:16 p.m.**, it was moved by **Ms. Hamou, seconded by Ms. Elliott**, *that the Board of Health will move in-camera to approve previous confidential Board of Health and Committee minutes, to consider matters regarding personal matters about an identifiable individual, including municipal or local board employees, and labour relations or employee negotiations.*

Carried

At **9:43 p.m.**, it was moved by **Mr. Steele, seconded by Ms. Hamou**, *that the Board of Health return to public session from closed session.*

Carried

**ADJOURNMENT**

At **9:34 p.m.**, it was moved by **Ms. DeViet, seconded by Mr. Steele**, *that the meeting be adjourned.*

Carried

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**MATT REID**  
Chair

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**EMILY WILLIAMS**  
Secretary



TO: Chair and Members of the Board of Health

FROM: Emily Williams, Chief Executive Officer

DATE: 2022 December 15

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## INFORMATION TECHNOLOGY MANAGED SERVICE PROVIDER CONTRACT EXTENSION

*It is recommended that the Board of Health receive Report No. 69-22, re: “Information Technology Managed Service Provider Contract Extension” for information.*

### Key Points

- The contract for Stronghold Services Corporation was extended by the Middlesex-London Health Unit for a three-year term. The original contract included a renewal provision of one, three or five years.
- The value of the contract is \$41,159.50 per month, excluding COVID-19 related IT costs.

### Background

The Middlesex-London Health Unit (MLHU) proceeded with a Request For Proposal (RFP) in 2017 for an Information Technology (IT) Managed Service Provider (MSP). Following a competitive bidding process, the contract was awarded to Stronghold Services Corporation (Stronghold) and the MSP agreement was implemented in April 2018.

### Contract Award

The current contract with Stronghold expired on December 31st, 2021. The original contract included a renewal option of one, three or five years. The services provided by Stronghold have met the needs of the Health Unit, specifically the virtualization of server infrastructure, the improvements to protection from cyber-attacks, and transition to the Microsoft Office 365 platform, which enabled a smooth transition to remote work. Stronghold provided the extension to the existing contract with inflationary increases limited to two percent per year during a time of significant increased pressures in the economy. Based on these factors, MLHU has extended the current contract for an additional three years, attached as [Appendix A](#).

### Next Steps

MLHU staff have signed the contract extension for three-years and will continue IT MSP services with Stronghold until December 31st, 2025.

This report was prepared by the CEO.

A handwritten signature in black ink that reads 'EWilliams'.

Emily Williams, BScN, RN, MBA, CHE  
Chief Executive Officer

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 21<sup>st</sup>, 2017 – December 31<sup>st</sup>, 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
<b>INVOICE 1 - SERVICEDirect - STRONGServ</b>			
ServiceDirect - Includes	\$17,598.00	1	\$17,598.00
<ul style="list-style-type: none"> <li>• System Infrastructure and Managed IT Services Team</li> <li>• Full time, onsite IT Supervisor</li> <li>• 24x7 Desktop, Server and Network Monitoring</li> <li>• Project Management &amp; Project Implementation</li> <li>• On Demand Executive Oversight</li> <li>• On Demand vCIO and Strategic Planning assistance to the IT Manager</li> <li>• Account Manager</li> <li>• Procurement Services</li> <li>• Hardware Repair Support</li> </ul>			
<b>INVOICE 2 - BACKUP / SECURITY / LICENSING</b>			
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
<b>INVOICE 3 - Domain / DNS</b>			
Domain & DNS Registration / Administration / Security	\$4.08	16	\$65.28
<b>INVOICE 4 - O365 Subscriptions</b>			
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
<b>INVOICE 5 - COVID SPECIFIC</b>			
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
<b>Monthly Total --&gt;</b>			<b>\$57,795.07</b>



## 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 10<sup>th</sup> of the month following the expense being incurred in order to be issued for payment in that month. If submitted after the 10<sup>th</sup>, 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



MIDDLESEX-LONDON HEALTH UNIT

REPORT NO. 70-22

TO: Chair and Members of the Board of Health  
FROM: Emily Williams, Chief Executive Officer  
DATE: 2022 December 15

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**MLHU STRATHROY DENTAL CLINIC - CONTRACT AWARD FOR DENTAL SUPPLY PURCHASES**

***Recommendation***

*It is recommended that the Board of Health:*

- 1) Receive Report No. 70-22, re: “MLHU Strathroy Dental Clinic – Contract Award for Dental Supply Purchases” for information; and*
- 2) Approve entering into a contractual agreement with Henry Schein Canada, Inc. for the purchase of necessary dental clinic supplies for the upcoming build of the Strathroy Dental Clinic.*

**Key Points**

- MLHU received capital funding from the Ministry of Health to build an additional MLHU dental clinic in Strathroy. Remaining in-year operating funding will be used to secure the purchase of these supplies where possible.
- MLHU issued a request for quotation (RFQ) for the purchase of dental clinic supplies necessary for the operation of the Strathroy Dental Clinic.
- The most competitive bid was received from Henry Schein Canada, Inc. at approximately \$124,600 plus HST.
- MLHU is seeking approval to select Henry Schein Canada, Inc. as our vendor of choice for the purchase of dental clinic supplies.

**Background – Financial Information**

Capital funding was received by the Ministry of Health to allow MLHU to build operatories in Strathroy and expand the Ontario Seniors Dental Care Program (OSDCP) to reduce wait times for clients. While capital funding was received, the purchase of dental clinic supplies necessary to operate the clinic will utilize operating funding. Where possible, MLHU will use in-year operating funds (2022) from the Oral Health team. These operating funds will be used towards all supplies that can be ordered and delivered by MLHU prior to December 31<sup>st</sup>, 2022. In cases where supplies cannot be delivered by December 31<sup>st</sup>, 2022, MLHU will utilize operating funds from 2023.

**Request for Quotation (RFQ) Process**

A Request for Quotation (RFQ) was issued on October 31<sup>st</sup>, 2022, for the purchase of various dental clinic supplies necessary to support operation of the Strathroy Dental Clinic. The quote includes the following categories of supplies:

- 1) Handpieces
- 2) Surgical
- 3) Hygiene
- 4) Restorative
- 5) Accessory
- 6) Denture
- 7) Endodontic

The equipment selected was based on the pricing, lead times, and compatibility and interchangeability with the current dental supplies used at the Citi Plaza dental clinic.

The bid closed on November 14, 2022 and three quotes were received for the equipment specified. While all bidders provided equipment and services in line with quote requirements, Henry Schein Canada, Inc. provided the lowest acceptable bid at an estimated cost of approximately \$124,600 plus HST.

It is recommended that Henry Schein Canada, Inc. be awarded the contract for purchase of dental clinic supplies.

### **Next Steps**

As a result of the quote process undertaken, it is recommended that the contract for purchase of dental clinic supplies to operate the Strathroy Dental Clinic be awarded to Henry Schein Canada, Inc.

This report was prepared by the Privacy, Risk and Project Management Team, Healthy Organization Division.



Emily Williams, BScN, RN, MBA, CHE  
Chief Executive Officer



TO: Chair and Members of the Board of Health  
FROM: Emily Williams, Chief Executive Officer  
DATE: 2022 December 15

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## **MLHU STRATHROY DENTAL CLINIC– CONTRACT AWARD FOR PURCHASE AND INSTALLATION OF DENTAL EQUIPMENT**

### ***Recommendation***

*It is recommended that the Board of Health:*

- 1) Receive Report No. 71-22, re: “MLHU Strathroy Dental Clinic – Contract Award for Purchase and Installation of Dental Equipment” for information; and*
- 2) Approve entering into a contract with Henry Schein Canada, Inc. for supply, delivery and installation of dental equipment.*

### **Key Points**

- To respond to funding received by the provincial government to expand the Ontario Seniors Dental Care Program, the Middlesex-London Health Unit has entered into a lease at The Shops on Sydenham (51 Front St, Strathroy) for the build of a new dental clinic.
- A competitive bid was issued for the supply, delivery and installation of dental equipment to operate the Strathroy Dental Clinic.
- Using a set of standardized evaluation criteria, such as cost, dental clinic experience, and service, the highest-scoring proposal was provided by Henry Schein Canada, Inc.
- The Request for Proposal (RFP) value for purchase, delivery, and installation of the dental equipment for the Strathroy Dental Clinic is approximately \$313,300 plus HST.

### **Background – Operating and Capital Funds**

To address wait times and expand the Ontario Senior’s Dental Care Program (OSDCP), the Middlesex-London Health Unit (MLHU) was issued capital funding in the amount of \$1,050,000 from the Ministry of Health. To support the operation of the clinic, MLHU issued a request for proposal (RFP) on November 9, 2022, for the supply, delivery, and installation of dental equipment. The RFP closed on December 2, 2022. During this time, there were open periods for questions from vendors to clarify information or expectations.

The capital funding provided to MLHU is intended to cover the purchase of dental equipment (RFP 22-02), as well as the design and build of the clinic (RFP 22-01). The two RFPs were issued at the same time to ensure that combined costs did not exceed the allotted \$1,050,000 budget. As a risk mitigation strategy to prevent exceeding the allocated capital budget from unexpected construction costs, where possible, MLHU will use surplus in-year operating funds (2022) from the Oral Health team to purchase some dental equipment. These operating funds will only be used towards equipment that can be ordered and delivered to MLHU by December 31<sup>st</sup>, 2022.

### **Request for Proposal (RFP) Results**

At the time of RFP closure, 2 bids had been received. Bids were solicited through the e-procurement solution, Biddingo. These bids were assessed by an evaluation committee of eight (8) team members, including representation from senior leadership, management, and front-line staff. Evaluation criteria to assess the bids were

based on 1) reasonableness of cost, 2) delivery and installation timing, 3) experience/evidence of ability, 4) personnel and qualifications, and 5) value-added benefits and/or anticipated challenges.

The evaluation committee met on December 7, 2022, to review the evaluation results, and recommended Henry Schein Canada, Inc. as the preferred vendor. They have been recommended given that they scored the highest and met the budgetary costing requirements. Based on this proposal, the supply, delivery and installation of dental equipment for operation of the Strathroy Dental Clinic is expected to cost around \$313,300 plus HST.

The scope of work includes, but is not limited to:

- Equipment pricing and delivery times
- Coordination with project teams
- Advising on other relevant project deliverables

Henry Schein has a close relationship with MLHU which enables them to understand our current needs and plan for future growth. Since their inception over 90 years ago, they have grown to become the world's largest distributor of healthcare products and services. Some references include the City of Hamilton, Confederation College, and the City of Ottawa.

### **Next Steps**

MLHU is seeking the Board of Health's approval to award contracts to the proposed vendors for the supply, delivery and install of dental equipment for the Strathroy Dental Clinic. This approval is necessary to proceed with timely contract negotiations and placement of orders for dental equipment. The target opening date for the dental clinic, pending initiation of construction, is May 1, 2023.

This report was prepared by Privacy, Risk and Project Management team, Healthy Organization Division.



Emily Williams, BScN, RN, MBA, CHE  
Chief Executive Officer





TO: Chair and Members of the Board of Health  
FROM: Emily Williams, Chief Executive Officer  
DATE: 2022 December 15

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## **MLHU STRATHROY DENTAL CLINIC – CONTRACT AWARD FOR DESIGN AND BUILD**

### ***Recommendation***

*It is recommended that the Board of Health:*

- 1) Receive Report No. 72-22, re: “MLHU Strathroy Dental Clinic – Contract Award for Design and Build” for information; and*
- 2) Approve entering into a contractual agreement with CCS Engineering & Construction Inc. for the design and build of the Strathroy Dental Clinic.*

### **Key Points**

- To respond to funding received by the provincial government to expand the Ontario Seniors Dental Care Program, the Middlesex-London Health Unit has entered into a lease at The Shops on Sydenham (51 Front St, Strathroy) for the build of a new dental clinic.
- A competitive bid was issued for the design and build of the Strathroy Dental Clinic.
- Using a set of standardized evaluation criteria, such as cost, dental clinic construction experience, and service, the highest-scoring proposal was provided by CCS Engineering & Construction Inc.
- The Request for Proposal (RFP) value for the design and build of the Strathroy Dental Clinic is approximately \$438,300 plus HST.

### **Background – Capital Funds and Expected Costs**

To address wait times and expand the Ontario Seniors Dental Care Program (OSDCP), the Middlesex-London Health Unit (MLHU) was issued capital funding in the amount of \$1,050,000 from the Ministry of Health. To support operation of the clinic, MLHU issued a request for proposal (RFP) on November 4, 2022, for the design and build of the clinic. The RFP closed on December 5, 2022. During this time, there were open periods for questions from vendors to clarify information or expectations.

The capital funding provided to MLHU is intended to cover the design and build (RFP 22-01), as well as the purchase and installation for the majority of necessary dental equipment (RFP 22-02). The two RFPs were issued at the same time to ensure that combined costs did not exceed the allotted \$1,050,000 budget. Other expected costs that will utilize capital funding, which was out of scope for both RFPs, includes the following:

- Purchase of office, IT and building security equipment (e.g., workstations, monitors, panic alarms, lockers, etc.) – expected cost of \$80,000-\$90,000
- Potential upgrade or replacement of the HVAC system in the leased space – expected cost of \$19,000-\$30,000
- Interior design of the clinic (e.g., flooring, paint, etc.) – expected cost of approximately \$5,400

## Request for Proposal (RFP) Results

At the time of RFP closure, 3 bids had been received. Bids were solicited through the e-procurement solution, Biddingo. These bids were assessed by an evaluation committee of eight (8) team members, including representation from senior leadership, management, and front-line staff. Evaluation criteria to assess the bids were based on 1) reasonableness of cost, 2) experience/evidence of ability, 3) build schedule timing, 4) personnel and qualifications, and 5) value-added benefits and/or anticipated challenges.

The evaluation committee met on December 7, 2022, to review the evaluation results, and recommended CCS Engineering & Construction Inc. as the preferred vendor. They have been recommended given that they scored the highest and met the budgetary costing requirements. Based on this proposal, the design and build of the Strathroy Dental Clinic is expected to cost around \$438,300 plus HST.

The scope of work includes, but is not limited to:

- Development of overall dental clinic construction proposal
- Estimation of project costs
- Coordination with project teams
- Advising on other relevant project deliverables

CCS Engineering & Construction Inc. has over 19 years of experience designing, project managing and constructing dental offices. As conveyed in their proposal, they have a vast grasp of the whole process from inception through to completion. The assigned project staff from CCS also have thorough experience and knowledge collaborating with dental supply companies, such as Henry Schein. References include the Windsor-Essex County Health Unit, Harmony Dental Windsor, and the Dental Health Centre.

## Next Steps

MLHU is seeking the Board of Health's approval to award contracts to the proposed vendors for design and build of the Strathroy Dental Clinic. This approval is necessary to proceed with timely contract negotiations and fit up of the leased space. The target opening date for the dental clinic, pending initiation of construction, is May 1, 2023.

This report was prepared by Privacy, Risk and Project Management team, Healthy Organization Division.



Emily Williams, BScN, RN, MBA, CHE  
Chief Executive Officer



TO: Chair and Members of the Board of Health  
FROM: Emily Williams, Chief Executive Officer  
DATE: 2022 December 15

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## CHIEF EXECUTIVE OFFICER ACTIVITY REPORT FOR NOVEMBER

### ***Recommendation***

***It is recommended that the Board of Health receive Report No. 73-22, re: “Chief Executive Officer Activity Report for November” for information.***

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The following report highlights activities of the Chief Executive Officer for the period of October 28, 2022 – December 1, 2022.

Standing meetings include weekly Healthy Organization leadership team meetings, SLT (Senior Leadership Team) meetings, MLT (MLHU Leadership Team) meetings, Virtual Staff Town Hall meetings, bi-weekly R3 meetings, and weekly check ins with the Healthy Organization managers and the MOH.

As part of the MLHU on-call leadership system, the CEO provided on-call coverage from

- October 31 to November 6
- November 28 to December 4

The CEO was on vacation from November 21 to November 27.

The CEO also attended the following meetings:

**Client and Community Impact** – *These meeting(s) reflect the CEO’s representation of the Health Unit in the community:*

**November 5** The CEO, with the MOH, attended the Middlesex County Warden’s Banquet.

**November 15** The CEO, with the MOH, attended the 2022 City of London’s Inaugural Council meeting and reception.

**Employee Engagement and Learning** – *These meeting(s) reflect on how the CEO influences the Health Unit’s organizational capacity, climate and culture and the contributions made to enable engaged and empowered staff; thoughtful and responsive leadership and organizational structures that support decision-making, innovation and learning:*

**October 31** The CEO met with the CUPE union leadership for their quarterly check in meeting.

**November 1** The CEO met with MLHU leadership to provide a 2023 MLHU Budget overview.

The CEO, with the HR manager, attended the Healthy Start Leadership team meeting to provide education about Performance Management.

The CEO met with legal to discuss a confidential labour relations matter.

**November 2** The CEO attended a working meeting with the Manager of Privacy, Risk and Project Management to discuss the 2023 Annual Service Plan Interventions.

**November 7** The CEO met with MLHU Health Equity staff to discuss Middlesex London Ontario Health Team's Health Equity work.

As part of the Strathroy Seniors Dental Project, the CEO met with the Strathroy Dental Steering Committee.

**November 8** The CEO attended the November MLT meeting.

**November 9** The CEO attended a working meeting with the Manager of Procurement and Operations to discuss the 2023 Annual Service Plan Interventions.

**November 10** As part of the Employment Systems Review (ESR) recommendations, the CEO met with the ESR Project Steering Committee.

**November 14** The CEO, with the HR manager met with a wellness provider to discuss 2023 programming and costing.

**November 17** The CEO attended a meeting with other MLHU staff to discuss MLHU's Annual Report and Attestation submission for the Ministry of Health.

The CEO attended MLHU's Staff Day Social.

**November 29** The CEO attended a working meeting with the Manager of HR to discuss the 2023 Annual Service Plan Interventions.

**December 1** The CEO, with the Finance Assistant Director and Healthy Living Director, met to discuss the Ministry of Health's school nurses funding initiative.

The CEO, with the HR manager met with a wellness provider to discuss 2023 programming and costing.

The CEO attended a Strategic Planning touch base.

The CEO attended a working meeting with the Finance Assistant Director to discuss the 2023 Annual Service Plan Interventions.

**Personal Development** – *These meeting(s) reflect on how the CEO develops their leadership, skills and growth to define their vision and goals for the Health Unit.*

**November 10** The CEO attended The Canadian College of Health Leaders "The Great Optimization – the leadership and people strategy for the changed and evolving landscape of work around the world" webinar.

**November 15** As part of the CEO's McCormick Care Board membership, the CEO attended the McCormick Care CEO Performance Sub-Committee meeting.

**Governance** – *This meeting(s) reflect on how the CEO influences the alignment of management methods and systems to ensure appropriate structures and resources are in place to achieve the HU’s mission and vision. This also reflects on the CEO’s responsibility for actions, decision and policies that impact the HUs ability to achieve the requirements as set out under the strategic plan, the Ontario Public Health Organizational Standards (OPHOS), other funder requirements and direction provided by the Board of Health:*

**October 31** The CEO met with the Board Chair as part of their monthly update.

**November 3** The CEO attended the Finance and Facilities Committee meeting.

The CEO met with MLHU’s managed IT service provider, Stronghold Services to discuss updates.

The CEO attended the MLHU Board of Health November Agenda Review and Executive meeting with the Board Chair and Vice-Chair.

The CEO met with the Board Chair and the Performance Appraisal Committee Chair to discuss the CEO’s performance appraisal.

**November 4** The CEO met with Brent Feeney, Ministry of Health Financial Branch rep to provide a 2023 MLHU budget overview.

**November 18** The CEO met with MLHU’s managed IT service provider, Stronghold Services to discuss updates.

This report was prepared by the Chief Executive Officer.



Emily Williams, BScN, RN, MBA, CHE  
Chief Executive Officer

## CORRESPONDENCE – December 2022

a) **Date:** November 2, 2022

**Topic:** Strategic Plan Released: RCDHU

**From:** Robert Cushman, Acting Medical Officer of Health and Heather G. Daly, Acting Chief Executive Officer/Director, Corporate Services, Renfrew County and District Health Unit

**To:** All Ontario Public Health Units

**Background:**

Renfrew County and District Health Unit have released their strategic plan: [Our Journey Forward – Strategic Plan 2022-2026](#).

**Recommendation:** *Receive.*

b) **Date:** November 14, 2022

**Topic:** Request to Work with the London Board of Health

**From:** Jane Riddell, President, GoodLife Fitness

**To:** Kelly Elliott, Maureen Cassidy, and Emily Williams

**Background:**

GoodLife Fitness, as Canada's largest fitness company, believes it can operate safely re: COVID-19 and contribute to the healthcare system. It strongly recommends any steps towards mandating masks or social distancing not be widespread, and instead be highly targeted to high-risk environments like hospitals, schools, and long-term care facilities.

**Recommendation:** *Receive.*

c) **Date:** November 30, 2022

**Topic:** 2021 Annual Report: RCDHU

**From:** Robert Cushman, Acting Medical Officer of Health and Heather G. Daly, Acting Chief Executive Officer/Director, Corporate Services, Renfrew County and District Health Unit

**To:** All Ontario Public Health Units

**Background:**

Renfrew County and District Health Unit have released their [Annual Report 2021](#).

**Recommendation:** *Receive.*

November 14, 2022

Dear Mayor-elect Elliot,

I'm writing to you today on behalf of GoodLife Fitness and Fit4Less to share our joint concerns around the rising COVID-19 numbers amidst an already difficult time with flu season, respiratory issues with children, limited available medication, and the continuing strain on our healthcare system. We share your concern with these trends and believe the work you are doing is invaluable and representative of a genuine commitment to mitigate the risk to the people of Ontario.

It is no secret that the pandemic and its closures had a tremendous impact on the fitness industry and our organization. GoodLife and Fit4Less continue to balance the longstanding impact of the COVID-19 pandemic with the current challenging economic environment and our work towards our overall mission to give everyone in Canada the opportunity to live a fit and healthy good life.

It is our fundamental belief that the contributions of the fitness industry positively impact the overall healthcare system. There are studies including a recent [report](#) in the British Journal of Sports Medicine that indicate a strong association between regular physical activity and COVID vaccine effectiveness. Physical activity is one of the most important factors in one's health and ability to recover from illness; and the more physically active our population is, the less strain on our hospitals and healthcare system. In fact, a [study](#) conducted by the Fitness Industry Council of Canada and 4Global showed that physical activity generated \$23.4 billion in health savings in 2019 through preventing, managing and treating the mental and physical impacts of chronic conditions.

Beyond these benefits, regular physical activity has a positive impact on overall mental wellness. We believe that the opportunity we provide our members to become fitter and healthier truly represents a pillar of our healthcare system that is too often undervalued among decision makers.

That is why we have taken clear steps to create an environment where our members can be physically active in a safe and healthy environment. This includes four fundamental pillars that are part of [The GoodLife Standard](#): Health and Safety; Cleanliness; Service and Experience; and Respect, Caring and Belonging. These pillars have been developed with the support of leading physicians and experts and have been extremely well received by both our members and employees, and we are confident in their ongoing role in keeping our clubs safe.

As you contemplate the steps needed to withstand this challenging environment, we encourage you to consider the impact of our sector in your decision making, and the toll of COVID related mandates. We have made tremendous strides in creating safe and healthy environments for our members, and we have trust in our members to adhere to our protocols and make decisions that are aligned with their personal health priorities (i.e.,wearing a mask when they feel they need to). We are concerned that any mandated requirement will discourage gym use and lead to an additional strain on our sector, but more importantly the already challenged healthcare system.

Additionally, mandated requirements create an extremely challenging environment for our employees and their limited ability to enforce protocols. Through the various stages of the pandemic, our employees endured significant verbal and physical abuse when trying to enforce the requirements. While we believe it is important to offer a safe environment for our members, we are also mindful of our responsibility to provide a safe working environment for our employees. We believe this challenge would only be amplified as members have become accustomed to a “post-COVID” environment.

Our hope is that you will consider these factors in your decision-making process over the next few months. It is our strong recommendation that any steps towards mandating masks or social distancing are not widespread, rather highly targeted to the environments that need it most, like hospitals, schools and long-term care facilities.

As Canada’s largest fitness company, we are very committed to working with you and your public health unit and would be happy to discuss this further. The fitness sector has suffered enough over the last few years and we firmly believe that we can continue to operate safely and contribute to the healthcare system.

We would value the opportunity to have a call with you to discuss this further, and appreciate your time and consideration.

Sincerely,

**Jane Riddell**  
President  
GoodLife Fitness

**Tracy Matthews**  
Vice President, Experience & Safety  
GoodLife Fitness



## 2023 Board of Health and Committee Meeting Dates

Materials Due Date	Date of Meeting	Type of Meeting
Thursday, January 5	Thursday, January 19	Inaugural meeting
Thursday, January 19	Thursday, February 2	Finance and Facilities Committee
Thursday, January 19	Thursday, February 2	Performance Appraisal Committee
Thursday, February 2	Thursday, February 16	Governance Committee
Thursday, February 2	Thursday, February 16	Board of Health Meeting
Thursday, February 16	Thursday, March 2	Finance and Facilities Committee
Thursday, March 2	Thursday, March 16	Board of Health Meeting
Thursday, March 23	Thursday, April 6	Finance and Facilities Committee
Thursday, April 6	Thursday, April 20	Governance Committee
Thursday, April 6	Thursday, April 20	Board of Health Meeting
Thursday, April 20	Thursday, May 4	Finance and Facilities Committee
Thursday, May 4	Thursday, May 18	Board of Health Meeting
Thursday, May 18	Thursday, June 1	Finance and Facilities Committee
Thursday, June 1	Thursday, June 15	Governance Committee
Thursday, June 1	Thursday, June 15	Board of Health Meeting
Thursday, June 22	Thursday, July 6	Finance and Facilities Committee
Thursday, July 6	Thursday, July 20	Board of Health Meeting
Thursday, July 20	Thursday, August 3	Finance and Facilities Committee - August meeting usually cancelled
Thursday, August 3	Thursday, August 17	Board of Health Meeting - August meeting usually cancelled
Thursday, August 24	Thursday, September 7	Finance and Facilities Committee
Thursday, August 24	Thursday, September 7	Performance Appraisal Committee
Thursday, September 7	Thursday, September 21	Governance Committee
Thursday, September 7	Thursday, September 21	Board of Health Meeting
Thursday, September 21	Thursday, October 5	Finance and Facilities Committee
Thursday, October 5	Thursday, October 19	Board of Health Meeting
Thursday, October 19	Thursday, November 2	Finance and Facilities Committee
Thursday, November 2	Thursday, November 16	Governance Committee
Thursday, November 2	Thursday, November 16	Board of Health Meeting
Thursday, November 23	Thursday, December 7	Finance and Facilities Committee
Thursday, November 30	Thursday, December 14	Board of Health Meeting