

AGENDA
MIDDLESEX-LONDON BOARD OF HEALTH
Finance and Facilities Committee

Thursday, September 19, 2024 at 6 p.m.
MLHU Board Room – Citi Plaza
355 Wellington Street, London ON

1. DISCLOSURE OF CONFLICTS OF INTEREST

2. APPROVAL OF AGENDA – September 19, 2024

3. APPROVAL OF MINUTES – May 16, 2024

4. NEW BUSINESS

4.1 Q2 2024 Financial Update, Borrowing Update and Factual Certificate
(Report No. 10-24FFC)

4.2 Legal Services Roster – Request for Proposal Results (Report No. 11-24FFC)

4.3 Employee Benefits Provider - Request for Proposal Results (Report No. 12-24FFC)

5. OTHER BUSINESS

The next meeting of the Middlesex-London Board of Health (Finance and Facilities Committee) is on Thursday, December 12, 2024 at 6 p.m.

6. ADJOURNMENT



PUBLIC SESSION – MINUTES
MIDDLESEX-LONDON BOARD OF HEALTH
FINANCE AND FACILITIES COMMITTEE

Thursday, May 16, 2024, 6 p.m.
MLHU Board Room – CitiPlaza
355 Wellington Street, London ON

- MEMBERS PRESENT:** Michael Steele (Chair)
Matthew Newton-Reid
Selomon Menghsha
Michael McGuire
Howard Shears
Dr. Alexander Summers, Medical Officer of Health (ex-officio)
- REGRETS:** Emily Williams, Chief Executive Officer (ex-officio)
- OTHERS PRESENT:** Stephanie Egelton, Executive Assistant to the Board of Health (recorder)
Dr. Joanne Kearon, Associate Medical Officer of Health
David Jansseune, Associate Director Finance and Operations/Chief Financial Officer
Morgan Lobzun, Communications Coordinator (entered at 6:43 p.m.)
Angela Armstrong, Program Assistant, Communications (entered at 6:43 p.m.)

At **6 p.m.**, Chair Michael (Mike) Steele called the meeting to order.

It was noted that Secretary and Treasurer/Chief Executive Officer, Emily Williams would be absent from this meeting. The Committee will need to appoint a Secretary and Treasurer for the meeting per the Board of Health By-law No. 3 - Proceedings of the Board of Health.

It was moved by **M. McGuire, seconded by M. Newton-Reid**, *that Finance and Facilities Committee appoint Alexander Summers as Acting Secretary for the duration of the May 16, 2024 Finance and Facilities Committee meeting per the Middlesex-London Board of Health – By-law No. 3 - Proceedings of the Board of Health.*

Carried

It was moved by **M. McGuire, seconded by M. Newton-Reid**, *that Finance and Facilities Committee appoint Alexander Summers as Acting Treasurer for the duration of the May 16, 2024 Finance and Facilities Committee meeting per the Middlesex-London Board of Health – By-law No. 3 - Proceedings of the Board of Health.*

Carried

DISCLOSURES OF CONFLICT OF INTEREST

Chair Steele inquired if there were any disclosures of conflict of interest. None were declared.

APPROVAL OF AGENDA

It was moved by **H. Shears, seconded by M. Newton-Reid**, *that the AGENDA for the May 16, 2024 Finance and Facilities Committee meeting be approved.*

Carried

APPROVAL OF MINUTES

It was moved by **M. McGuire, seconded by S. Menghsha**, that the *MINUTES* of the February 15, 2024 Finance and Facilities Committee meeting be approved.

Carried

NEW BUSINESS

2024 Q1 Financial Update, Borrowing Update and Factual Certificate (Report No. 09-24FFC)

David Jansseune, Associate Director, Finance and Operations/Chief Financial Officer presented the Q1 2024 Financial Update, Borrowing Update and Factual Certificate to the Committee.

D. Jansseune noted that these were non-consolidated results for Q1 (MLHU) and Q4 (MLHU2) and reminded the Committee that the Health Unit has two (2) reporting companies with three (3) financial segments:

- MLHU: Shared Funded Programs
- MLHU: Three (3) 100% Funded Programs
- MLHU2: Four (4) 100% Funded Programs

D. Jansseune noted that the bulk of the Health Unit's budget is under the main company (MLHU) and include both shared funded programs (funded by the Ministry of Health, County of Middlesex and City of London) and three (3) 100% discrete funding for specific program purposes. MLHU2 has four 100% discrete funding programs for specific program purposes. Fiscal reporting for MLHU is from January to December and fiscal reporting for MLHU2 is from April to March. Both companies are audited by KPMG annually.

Committee Member Matthew Newton-Reid inquired if the Health Unit would consider consolidating the two companies into one company in the future for cost saving purposes, particularly related to the auditing process. D. Jansseune noted that the Health Unit is currently undergoing analysis on financial systems (Great Plains) and re-writing accounts to flow better. D. Jansseune explained that one way of analysis is to review the necessity of the second company. For example, the main funder of MLHU2 is the Ministry of Children, Community and Social Services and funds most of the company (approximately \$2.5 million). The Ministry (of Children, Community and Social Services) requires a separate audit of their financial statements, and there is a potential at re-adjusting to segmented financial statements in the future.

Chair Steele inquired how much it costs the Health Unit to have two separate financial companies. D. Jansseune noted that from a full time equivalent (FTE) perspective, it is approximately 0.2 FTE to support intercompany journal entries.

Committee Member Howard Shears inquired if the Health Unit completes consolidated statement of companies. D. Jansseune confirmed that the Health Unit conducts annual financial audits and added that auditors are currently working on the Health Unit's audit. The Board of Health will review these draft financial statements in the summer. H. Shears followed up to confirm that the Health Unit had two different financial year ends, which D. Jansseune confirmed. D. Jansseune added that due to the different financial years, that Finance must coordinate accounts for each of the companies at the end of the quarters.

Dr. Summers noted that the funding calendar is different due to the Ministry funders having a fiscal year of March to April, and public health units having a fiscal year of January to December pursuant to the *Municipal Act*, 2001. Dr. Summers noted that public health units struggle with this discrepancy, and it has been noted for the Province.

Committee Member M. Newton-Reid noted that the Board of Health may need to have a broader conversation regarding the financial companies in the future and to discuss funding years as it relates to the

Health Unit's operations. Dr. Summers added that at times, the Health Unit is not aware of funding until August of the year, or with not much notice. The Province of Ontario has signaled a review of the public health funding timelines and will announce in the future.

D. Jansseune added that the Seniors Dental program is funded 100% under MLHU.

MLHU Q1 Results from January to March 2024

D. Jansseune reviewed the Q1 financial information with the Committee and reminded the Committee of the Health Unit's \$36 million Annual Budget which includes the shared funded programs at \$32 million and three (3) 100% funded programs at \$4 million. D. Jansseune noted that the Health Unit has the most flexibility with the shared funding programs, as the Senior Leadership team can move funds where it best makes sense for their programs. This cannot be done with discrete funding or 100% funded programs. D. Jansseune added that overall in Q1, the Health Unit is financially doing well with an approximately \$306,000 in favourability and a \$106,000 surplus.

D. Jansseune highlighted the approximately \$556,000 favourability for salaries, overtime and benefits, and that this favourability will decrease over time. The favourability is high due to the organizational restructuring effective January 1, 2024 and current vacancies that have not been filled. As of January 1, there were 20 vacancies and as of March 31, there were 14. D. Jansseune noted that this favourability will offset the gap.

D. Jansseune noted that general expenses were flat at \$1.6 million, as the timing of expenditures vs timing of budget are different. To finish Q1 reporting, the gap is at approximately \$253,000 and is an estimate of vacancies, time to fill and pay step differences from April to December. The forecast is flat to budget and salaries will need to maintain an estimated 3.75 FTE vacancy rate from April to December. D. Jansseune concluded that at this time, no reserve entries have been budgeted for 2024.

Committee Member H. Shears inquired on staff impacts if the Health Unit is running 3.75 FTE under budget, and if staff can maintain work levels without more stress or overtime hours. Dr. Summers noted that it is anticipated that some vacancies occur organically through recruitment delays and resignations. The Health Unit anticipates minimal immediate impact on overtime, given how the Health Unit can prioritize different types of work. The restructuring of the Health Unit has resulted in re-prioritization, and the Health Unit is currently managing vacancies by reducing how much work is completed. Dr. Summers noted that overtime is being periodically seen in business lines where work is being conducted reactively as opposed to proactively, such as a case and contact management within the Infectious Disease Control team. The Health Unit is tolerating the 3.75 FTE under budget operationally, but globally are stretched. Teams are collectively feeling strained operationally as the restructuring was the best estimate for the resources required for the work at the time. Dr. Summers concluded that when the Health Unit is preparing for 2025 budget planning, fine tuning will occur with the support of the Senior Leadership Team.

Chair Steele inquired how many staff the Health Unit currently has. D. Jansseune noted that there are approximately 288 FTE.

D. Jansseune reviewed the MLHU 100% Funded Programs. D. Jansseune reminded the Committee that the budget is under \$4 million and any surplus needs to be returned to the funders (Ministry of Health and City of London).

COVID-19 Vaccine funding was originally ending on December 31, 2023, however the Health Unit received \$100,000 on March 28, 2024 for COVID-19 Vaccine funding to be used by March 31, 2024. Due to the timing of the funding being received, the Health Unit could not extend contracts and could not utilize money very well. D. Jansseune noted that \$37,000 was able to be used and \$63,000 will be returned to the Ministry of Health.

The Ontario Seniors' Dental Care funding is budgeted at \$3.5 million, with a potential risk of overspending due to additional staffing to support the expanded dental clinic at CitiPlaza.

Committee Member M. Newton-Reid inquired on the funding amounts and logistics for funding regarding the Seniors' Dental Care Program at CitiPlaza. Dr. Summers noted that similarly to the Strathroy Dental Clinic, the Health Unit received capital funding for the build of the clinic but did not receive operational funding until after all staff were hired. Dr. Summers added that the Health Unit has received reassuring messages from the Ministry of Health that operational funding will flow to public health units. The Ministry has been signaled that the Health Unit has a waitlist for dental services, and the risk for not receiving funding is low. M. Newton-Reid inquired if municipal funders (County of Middlesex and City of London) could support funding if there was a provincial shortfall. Dr. Summers noted that if funding did not come through, operations of the clinic should be shuttered for a period until funding is provided, but there is a low likelihood that this would need to occur.

Committee Member H. Shears inquired if the dentists at the clinic were employed by the Health Unit. Dr. Summers noted that the dentists at the clinic are hired as staff at the Health Unit.

D. Jansseune reviewed that the City of London Cannabis Legislation (CLIF) funding tends to fluctuate year over year. The program is budgeted at \$200,000 and funds may be carried over to following years for future spending.

D. Jansseune reminded the Committee that the School Focused Nurses Initiative funding was discontinued in June 2023 by the Ministry of Health.

D. Jansseune reviewed the Ontario Seniors' Dental Care capital funding. The Ministry of Health approved \$408,900 for the expansion of operatories at CitiPlaza to be used by March 31, 2024. The Health Unit were not able to use all the funding but showed progress of spending to the Ministry of Health. CitiPlaza (as the landlord) has approved construction, and the construction was awarded to CCS Construction following the Request for Proposal (RFP) process. Two (2) existing operatories have been retrofitted to increase patient comfort and address staff ergonomics, along with new doors and windows being added to the two (2) new operatories. Equipment for the new operatories has been ordered and is waiting for pick-up, and the London Fire Department has assessed sprinklers, sensors and emergency strobe lighting. The City of London has approved building permits for construction this week. D. Jansseune added that the forecasted expenses range from approximately \$320,000 to \$375,000 for the project, and there has been a request made to the Ministry of Health for new funding for the remainder of the unpaid project costs after March 31.

Committee Member M. Newton-Reid inquired if based on funding and need, if there is a piece of equipment that the Health Unit could purchase with the funding to meet timeline spending (approximately \$35,000). D. Jansseune noted that the deadline for the approval of \$408,900 in funding for the dental clinic ended on March 31, and the Health Unit would need to attest to any money spent after. D. Jansseune added that at this time, less than \$408,900 has been spent. Dr. Summers noted that there are still outstanding items to be purchased for the dental clinic. At this time, a portion of construction costs to CCS Construction have been paid, and further updates will be provided to the Committee and Board. Dr. Summers concluded that the timing of funding has put the Health Unit in a difficult position. Committee Member H. Shears confirmed for clarity if the Health Unit received approval for spending but not the actual funding. Dr. Summers confirmed this is correct and added that the Health Unit is comfortable forging ahead based on previous experience.

Committee Member H. Shears inquired if the 50% deposit towards the dental clinic construction fixes the contract costs. D. Jansseune noted that that 50% deposit was for construction only costs, and does not include equipment, electrical and subcontractors.

MLHU2 Q4 Results from April 2023 to March 2024

D. Jansseune reviewed the Q4 financial information for the 100% funded programs and are non audited at the time of this meeting. The budget for the 100% funded programs is approximately \$3 million, and programs are funded through Public Health Agency of Canada (Smart Start for Babies and FoodNet), Public Health Ontario (Library Shared Services) and the Ministry of Children, Community and Social Services (Best Beginnings). There is a \$0 surplus and deficit as it is based on audited expenditure, and that unused funds are returned to the funders.

D. Jansseune noted that programs that share funds between the companies (MLHU and MLHU2) are required to segregate the 100% funded portion. D. Jansseune provided the financial information for these programs:

- Smart Start for Babies (Public Health Agency of Canada) has a budget of approximately \$152,000 and shares expenses with Nurse Family Partnership and Early Years Group Programs. Funding has been fully utilized for the year.
- Best Beginnings (Ministry of Children, Community and Social Services) has a larger budget of approximately \$2,483,000 and shares funding with Healthy Babies, Healthy Children. Funding has been fully utilized for the year.
- Library Shared Services (Public Health Ontario) has a budget of approximately \$108,000 and shares expenses with Library Services under Shared Funded Programs. Funding has also been fully utilized for the year.
- FoodNet Canada (Public Health Agency of Canada) has a budget of approximately \$116,000 that is not shared with other programs. There was \$15,000 that was unused and will be returned to the funder. The reason for the surplus is lower salary costs and lower travel costs.

D. Jansseune briefly reviewed the Health Unit's cashflow. On January 1, the bank balance was \$1.5 million positive and on March 31, the bank balance was \$4.4 million positive. Accelerated payments have been made on the bank loans during the quarter. The line of credit was also used for 14 days, with \$8,000 in net interest. The Health Unit also received \$5.8 million in February for 2023 COVID-19 expenses.

D. Jansseune provided updates from the provincial Ministry of Health. In Q1, the following one-time funding approvals for the Health Unit were received on March 28:

- Capital funding for Seniors Dental Expansion at Citi Plaza for \$408,900
- COVID-19 Vaccine Program Enhancement for \$100,000
- Respiratory Syncytial Virus (RSV) Adult Prevention Program for \$22,000

Dr. Summers noted that the intention of the RSV funds is to be determined, but most likely were for the anticipatory work associated with the RSV vaccination and rollout to long term care homes in the region.

Committee Member M. Newton-Reid inquired if there is a timeline for the Health Unit to pay back the variable bank loan. D. Jansseune noted that he would provide the date to the Committee at a later date. M. Newton-Reid noted the Board's desire to pay the variable loan down. D. Jansseune noted that through the budget process, there would be a review on payments made as minimum payments vs. budgeted through multi-year budgeting. Dr. Summers added that the Senior Leadership Team would be reviewing multi-year budget assumptions, and that the Board would be receiving updates on this matter in the near future.

Committee Member H. Shears inquired on the purpose of the variable loan and if it was for operating purposes. D. Jansseune noted that the purpose of the variable loan was for the move of offices (from King Street to CitiPlaza).

D. Jansseune indicated that the Factual Certificate was enclosed in the agenda package for the Committee's review.

Committee Member Selomon Menghsha inquired what an example of internally generated revenue is, referring to the 2% internally generated revenue within the Health Unit. D. Jansseune noted that the \$1.1 million includes approximately \$441,000 of funding for the relatively new Infection, Prevention and Control (IPAC) Hub, and approximately \$700,000 is COVID-19 vaccination recovery. It is estimated that the remainder is revenue from Sexual Health clinics and user fees. D. Jansseune committed to the Committee that he would provide more information on internally generated revenue. Dr. Summers added that the Health Unit has very few user fees. Fees within the Sexual Health clinics are offset by physician billing through the Ontario Health Insurance Plan (OHIP) and there is a smaller number of birth control sales. The Health Unit used to have a more robust paid vaccine program and travel clinic, but those programs have been stopped.

Committee Member H. Shears inquired if restaurant inspections are a paid service. Dr. Summers confirmed that restaurants do not pay for inspections.

Committee Member M. Newton-Reid inquired if dentists within the Seniors' Dental Program can bill for services (such as how physicians in the Sexual Health clinic can bill to OHIP). Dr. Summers noted that operational funding received from the Ministry of Health includes hiring dentists to work in the dental clinic. Dentists have never had the ability to charge their services to OHIP, however with the introduction of the Canadian Dental Care Plan, dentists will be able to bill their services as applicable to the federal government.

Chair Steele inquired on the reason for the variance on corporate services administration (Schedule A3). D. Jansseune noted that this was most likely offsetting of the gap and flowed through corporate services administration for the Associate Medical Officer of Health's salary.

It was moved by **H. Shears, seconded by M. Newton-Reid**, *that the Finance & Facilities Committee recommend to the Board of Health to receive Report No. 09-24FFC re: "2024 Q1 Financial Update, Borrowing Update and Factual Certificate" for information.*

Carried

OTHER BUSINESS

The next meeting of the Middlesex-London Board of Health (Finance and Facilities Committee) is on Thursday, September 19, 2024 at 6 p.m.

ADJOURNMENT

At **6:50 p.m.**, it was moved by **M. Newton-Reid, seconded by S. Menghsha**, *that the meeting be adjourned.*

Carried

MICHAEL STEELE
Committee Chair

ALEXANDER SUMMERS for
EMILY WILLIAMS
Acting Secretary

MIDDLESEX-LONDON BOARD OF HEALTH

REPORT NO. 10-24FFC

TO: Chair and Members of the Finance and Facilities Committee

FROM: Emily Williams, Chief Executive Officer
Dr. Joanne Kearon, Acting Medical Officer of Health

DATE: 2024 September 19

**2024 Q2 FINANCIAL UPDATE, BORROWING UPDATE AND
FACTUAL CERTIFICATE**

Recommendation

It is recommended that the Finance and Facilities Committee recommend to the Board of Health receive Report No. 10-24FFC re: “2024 Q2 Financial Update, Borrowing Update and Factual Certificate” for information.

Report Highlights

- This comprehensive report covers key financial elements to assist with strategic decision making.
- It includes an Executive Summary and commentary on key segments of the Health Unit including:
 - Shared Funded Programs
 - 100% Funded Programs
 - Cashflow, which also includes a Financial Borrowing update
 - The following schedules are also provided:
 - Financial Overview
 - MLHU 100% Funded Programs
 - MLHU2 100% Funded Programs
 - Department Expenses
 - Department Funding
 - Factual Certificate

Background

The reporting focuses on key segments of the Health Unit and less on transactional review. This information is intended to inform and assist with strategic decision making.

Financial Highlights

Please review the attached report ([Appendix A](#)) with the financial update and factual certificate.

This report was written by the Chief Financial Officer & Associate Director of Operations.



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



Joanne Kearon, MD, MSc, MPH, CCFP, FRCPC
Acting Medical Officer of Health

This report refers to the following principle(s) set out in Policy G-490, Appendix A:

- The fiduciary requirements as outlined in the [Ontario Public Health Standards: Requirements for Programs, Services and Accountability](#).

This topic has been reviewed to be in alignment with goals under the Middlesex-London Health Unit's [Anti-Black Racism Plan](#) and [Taking Action for Reconciliation](#), specifically recommendation #43 (Governance and Leadership, Anti-Black Racism Plan) and recommendation #5 (Governance, Taking Action for Reconciliation).

Middlesex London Health Unit

Financial Update

Ending June 30, 2024

These are Non-Consolidated Results

MLHU – fiscal Jan-Dec: Q2 Results from January to June 2024

MLHU2 – fiscal Apr-Mar: Q1 Results from April to June 2024

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Executive Summary

This report represents the financial results of the Middlesex-London Health Unit ending June 30, 2024.

Shared Funded Programs are forecasted to have difficulty covering the budgeted gap and are expected to finish the year in a deficit position (assuming status quo).

100%, or discreet funded programs, are on track to utilize program funding for the year with risk of over-spending in Seniors Dental due to additional staff requirements to operate the newly expanded operatories at Citi Plaza.

The Ministry of Children, Community and Social Services (MCCSS) approved additional funding for the Healthy Babies, Healthy Children program (*increased from \$2,483,313 to \$2,787,433 for April-March*).

MLHU – Shared Funded Programs: These programs operate from January to December and are funded from Ministry, Municipal and internal revenue. They represent \$32 million, or 83% of the overall budget. These programs plus Seniors Dental make up the Ministry's base budget for SAR reporting.

There were several non-budgeted expenditures during the first half of the year that contributed to the actual Q2 deficit, which will be discussed further in this report.

MLHU 100% Funded Programs: These programs also operate from January to December but have their own discreet funding. They represent nearly \$4 million, or 10% of the overall budget and include COVID-19 Vaccine, Seniors Dental and Funding for Cannabis Legalization (CLIF).

The consolidated summary shows a deficit of \$112k, which is from Seniors Dental operational requirements for the newly expanded operatories at Citi Plaza. This assumes that COVID-19 Vaccine is funded from the Ministry, which has not been approved in writing as of yet.

MLHU2 100% Funded Programs: These programs operate from April to March and also have their own discreet funding. They represent nearly \$3 million, or the remaining 7% of the budget and include Smart Start for Babies, Best Beginnings, Shared Library Services and FoodNet Canada.

These programs will utilize funding and are expected to balance by year end. The additional funding for Healthy Babies, Healthy Children will be used in 2024 to offset costs for this program charged to Shared Funded dollars; additional staff will be added in 2025.

Cashflow: The year began with \$1.5 million and ended June with \$5.9 million earning net \$66k interest. The line of credit was utilized for 16 days prior to receiving \$5.8 million for 2023 COVID-19 funding at the end of February.

If you have any questions regarding this information, or suggestions on content, please contact the undersigned. Thank you.

On behalf of the Finance Team within the Corporate Services Division,



Dave Jansseune, CPA, CMA
Chief Financial Officer



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

MLHU – Shared Funded Programs

These programs operate from January to December and use shared funding from the Ministry, Municipalities, and some internally generated revenue to fund programs. They represent \$32 million, or 83% of the overall budget.

Grants, User Fees & Other Income: Q2 funding is aligned to budget. Forecast has been adjusted to include clearing residual 2022 amounts which resulted in \$226k favourability for the current year. This decision was made to partially offset non-budgeted expenditures listed below.

Salaries, Overtime and Benefits: Favourability from vacancies during Q2 were offset with the following non-budgeted expenditures which total \$628k:

\$292k Expenses related to the Voluntary Retirement Incentive.

This should have been expensed in 2023 but was missed (note: there wasn't sufficient surplus in 2023 to absorb these expenses fully).

\$120k Paid severances over and above forecast.

\$191k Casual workforce over and above budget but offset with favourable vacancies of \$165k.

\$ 44k Increased retiree benefits.

\$ 45k Increased Supplementary Employment Benefit (SEB) top-ups for parental leaves.

\$ 67k Increased on-call premiums over and above budget.

\$ 34k Labour related to measles outbreak.

It was a strategy that the Voluntary Retirement Incentive and Severances would have qualified as exceptional one-time costs for Ministry reimbursement, but the Ministry has declined that request to date.

The forecast has been set to budget with no vacancies (due to the higher casual workforce). On-call premiums were doubled based on Q2 actual spending.

General Expenses: Nearly aligned with budget. The accelerated variable bank loan payment has been removed from forecast – if there are funds available at the end of the year, the payment can still be made.

Gap: This refers to a budgeted reduction, or override, of expenses to generate a balanced budget and is opposite to budgeted contingency. The gap would be covered through unintended vacancies, the vacant time taken to fill a position, or differences in pay steps of staff leaving vs staff coming to the Health Unit.

The savings from vacancies in the first six months were offset with the non-budgeted expenditures listed above under Salaries, Overtime and Benefits, leaving the gap uncovered.

Transfer to/(from) Reserve: The \$14k is a transfer to the Technology & Infrastructure Reserve and represents revenue earned from the destruction of obsolete IT equipment.

MLHU – 100% Funded Programs

These three programs operate from January to December and have their own discreet funding. They represent nearly \$4 million, or 10% of the overall budget.

COVID-19 Vaccine: This program was budgeted under Shared Funded Programs for 2024 as discreet funding was discontinued in December 2023. However on March 28th, the Health Unit was notified of additional discreet funding in the amount of \$100,000 to support this program from January to March, 2024.

Cumulative costs as at June 30th were \$34,307 with an estimated end of year at \$81,953. These costs will be submitted to the Ministry for reimbursement.

Seniors Dental - Operating: This program was budgeted at \$3.5 million and is also funded by the Ministry of Health. This program will likely over-spend due to additional staffing for the newly expanded Citi Plaza operatories (*see capital project below*).

The increased income of \$16,943 represents revenue from the sale of dental chairs.

City of London Cannabis Legalization: This program was budgeted at \$0.2 million and is funded by the City of London. Funding will stop at the end of 2024; however, the Health Unit has been approved to carry over any unspent funds into 2025.

***Discontinued from 2023* – School Focused Nurses Initiative (SFNI):** Funding was discontinued in June 2023 which resulted in the program also being discontinued.

Seniors Dental – Capital: Ministry of Health approved total funding of \$408,900 for the expansion of Seniors Dental operatories in Citi Plaza (*funding expires March 31, 2024*).

Ministry Reporting on August 23, 2024:

April 1, 2023 to March 31, 2024: reported using \$109,239.

April 1, 2024 to August 23, 2024: reported using an additional \$151,264.

Estimated costs to complete the project were reported at \$57,000.

Total reported construction costs will be \$317,503.

MLHU2 – 100% Funded Programs

These four programs operate from April to March and have their own discreet funding. They represent nearly \$3 million, or the remaining 7% of the overall budget. Please note these financials represent Q1 from April 1st to June 30th, 2024.

Smart Start for Babies: This program was budgeted at \$152k and is funded from Public Health Canada. This program shares expenses with NFP & Early Years Group Programs under Shared Funded Programs. Funding will be fully utilized within this program by the end of the year.

Best Beginnings: This program was budgeted at \$2,483k and is funded from the Ministry of Children, Community and Social Services. MCCSS approved a funding increase for this fiscal year from \$2,483k to \$2,787k for Healthy Babies Health Children. This additional funding will be used in 2024 to offset costs for this program charged to Shared Funded dollars; additional staff will be added in 2025.

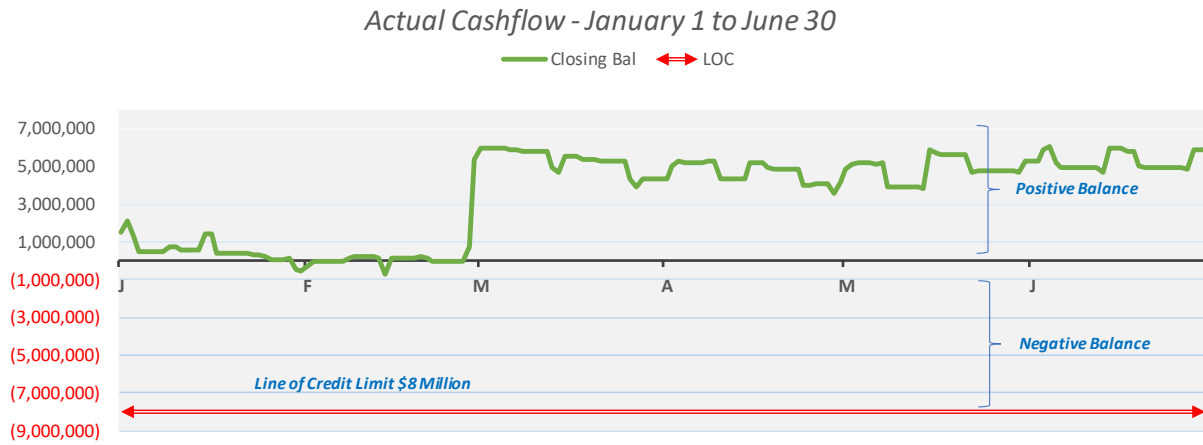
Funding will also be fully utilized within this program by the end of the year.

Shared Library Services: This program was budgeted at \$108k and is funded from Public Health Ontario. This program shares expenses with Library Services under Shared Funded Programs. Similar to the two previous programs, this funding will also be fully utilized throughout the year.

FoodNet Canada: This program was budgeted at \$109k and is also funded from Public Health Canada. This is a stand-alone program and does not share expenses with any Shared Funded Programs. This program is monitored to ensure funding is fully spent by year end.

Cashflow

Bank balances: January 1st was \$1,472,767 positive and June 30th was \$5,895,558 positive. The line of credit was utilized for 16 days during this time. Net interest earned was \$66k.



Financial Borrowing Update as of June 30, 2024

Total available line of credit: \$8 million with no draw on June 30th.

Outstanding bank loans:

Fixed \$3,050,000 owing \$2,608,025.

Variable \$1,150,000 owing \$444,526. Two lump sum payments made in the fall of 2023 total \$504k.

Significant Cash Events during 2024 (excluding "regular" funding & disbursements)

February: Received \$5.8 million for 2023 COVID-19 expenditures.

Schedule A – Financial Overview

Financial Information ending June 30,2024

<i>(revenue)/expenses</i>	Jan-Jun (6 mths)			Annual - January to December		
	Actual	Budget	fav/(unf)	Fcst	Budget	fav/(unf)
MLHU (Programs funded January to December)						
Shared Funded Programs						
Grants, User Fees & Other Income	(16,103,686)	(16,028,710)	74,976	(32,274,586)	(32,057,420)	217,166
Salaries & Wages	10,491,505	10,471,587	(19,918)	20,882,971	20,943,175	60,203
Salaries & Wages Overtime	15,586	6,144	(9,442)	22,663	12,288	(10,375)
Benefits	3,045,157	2,761,919	(283,238)	5,795,649	5,523,838	(271,811)
General Expenses	2,968,629	3,259,681	291,052	6,356,015	6,519,363	163,348
Gap	0	(470,622)	(470,622)	0	(941,244)	(941,244)
Total Expenses	16,520,877	16,028,709	(492,168)	33,057,298	32,057,420	(999,878)
Transfer to/(from) Reserves	13,879	0	(13,879)	13,879	0	(13,879)
Shared Funded Programs: (Surplus) / Deficit	431,070	(1)	(431,071)	796,591	(0)	(796,591)
100% Funded Programs						
Grants, User Fees & Other Income	(1,826,417)	(1,850,242)	(23,825)	(3,758,612)	(3,700,484)	58,128
Salaries & Wages	782,919	837,086	54,168	1,732,029	1,674,173	(57,856)
Salaries & Wages Overtime	1,871	0	(1,871)	2,952	0	(2,952)
Benefits	212,266	223,612	11,345	461,353	447,223	(14,130)
General Expenses	784,489	789,544	5,055	1,674,728	1,579,088	(95,640)
Total Expenses	1,781,544	1,850,242	68,698	3,871,062	3,700,484	(170,578)
100% Funded Programs: (Surplus) / Deficit	(44,873)	(0)	44,873	112,450	0	(112,450)
Total MLHU, Shared & 100% Funded Programs						
Grants, User Fees & Other Income	(17,930,103)	(17,878,952)	51,151	(36,033,198)	(35,757,904)	275,294
Salaries & Wages	11,274,424	11,308,673	34,250	22,615,000	22,617,348	2,347
Salaries & Wages Overtime	17,456	6,144	(11,312)	25,614	12,288	(13,326)
Benefits	3,257,424	2,985,530	(271,893)	6,257,002	5,971,061	(285,941)
General Expenses	3,753,118	4,049,225	296,108	8,030,743	8,098,451	67,708
Gap	0	(470,622)	(470,622)	0	(941,244)	(941,244)
Total Expenses	18,302,421	17,878,951	(423,470)	36,928,360	35,757,904	(1,170,456)
Transfer to/(from) Reserves	13,879	0	(13,879)	13,879	0	(13,879)
MLHU Total: (Surplus) / Deficit	386,197	(1)	(386,198)	909,041	(0)	(909,041)

<i>(revenue)/expenses</i>	Apr-Jun (3 mths)			Annual - April to March		
	Actual	Budget	fav/(unf)	Fcst	Budget	fav/(unf)
MLHU2 (Programs funded April to March)						
100% Funded Programs						
Grants, User Fees & Other Income	(789,467)	(713,437)	76,030	(3,157,868)	(2,853,748)	304,120
Salaries & Wages	561,883	524,258	(37,624)	2,295,272	2,097,034	(198,238)
Salaries & Wages Overtime	1,447	0	(1,447)	1,447	0	(1,447)
Benefits	156,382	130,887	(25,495)	573,309	523,548	(49,761)
General Expenses	42,774	58,292	15,518	217,713	233,166	15,453
Total Expenses	762,485	713,437	(49,048)	3,087,741	2,853,748	(233,993)
MLHU2 Total: (Surplus) / Deficit	(26,982)	0	26,982	(70,127)	0	70,127

Schedule A.1 – MLHU 100% Funded Programs

Financial Information ending June 30,2024

(revenue)/expenses	Jan-Jun (6 mths)			Annual - January to December		
	Actual	Budget	fav/(unf)	Fcst	Budget	fav/(unf)
1. COVID-19 (816): Grants, User Fees & Other Income	0	0	0	(81,953)	0	81,953
Salaries & Wages	32,698	0	(32,698)	72,038	0	(72,038)
Salaries & Wages Overtime	1,081	0	(1,081)	2,162	0	(2,162)
Benefits	4,862	0	(4,862)	9,723	0	(9,723)
General Expenses	(4,333)	0	4,333	(1,971)	0	1,971
Total Expenses	34,307	0	(34,307)	81,953	0	(81,953)
COVID-19: (Surplus) / Deficit	34,307	0	(34,307)	(0)	0	0
2. Seniors Dental (172): Grants, User Fees & Other Income	(1,762,693)	(1,745,750)	16,943	(3,508,443)	(3,491,500)	16,943
Salaries & Wages	704,263	771,220	66,957	1,548,166	1,542,440	(5,726)
Salaries & Wages Overtime	270	0	(270)	270	0	(270)
Benefits	201,771	204,986	3,216	427,371	409,972	(17,399)
General Expenses	777,210	769,544	(7,666)	1,645,087	1,539,088	(105,999)
Total Expenses	1,683,513	1,745,750	62,237	3,620,893	3,491,500	(129,393)
Seniors Dental: (Surplus) / Deficit	(79,180)	(0)	79,180	112,450	0	(112,450)
3. CLIF (128): Grants, User Fees & Other Income	(63,724)	(104,492)	(40,768)	(168,216)	(208,984)	(40,768)
Salaries & Wages	45,958	65,867	19,909	111,824	131,733	19,909
Salaries & Wages Overtime	520	0	(520)	520	0	(520)
Benefits	5,634	18,625	12,991	24,260	37,251	12,991
General Expenses	11,612	20,000	8,388	31,612	40,000	8,388
Total Expenses	63,724	104,492	40,768	168,216	208,984	40,768
City of London Cannabis Legalization: (Surplus) / Deficit	(0)	0	0	0	0	(0)
MLHU 100% Funded Programs Consolidated:						
Grants, User Fees & Other Income	(1,826,417)	(1,850,242)	(23,825)	(3,758,612)	(3,700,484)	58,128
Salaries & Wages	782,919	837,086	54,168	1,732,029	1,674,173	(57,856)
Salaries & Wages Overtime	1,871	0	(1,871)	2,952	0	(2,952)
Benefits	212,266	223,612	11,345	461,353	447,223	(14,130)
General Expenses	784,489	789,544	5,055	1,674,728	1,579,088	(95,640)
Total Expenses	1,781,544	1,850,242	68,698	3,871,062	3,700,484	(170,578)
MLHU 100% Funded Programs: (Surplus) / Deficit	(44,873)	(0)	44,873	112,450	0	(112,450)

Schedule A.2 – MLHU2 100% Funded Programs

Financial Information ending June 30,2024

- actual funding is accrued to match contract - (revenue)/expenses	Apr-Jun (3 mths)			Annual - April to March		
	Actual	Budget	fav/(unf)	Fcst	Budget	fav/(unf)
1. Smart Start for Babies (145): Grants, User Fees & Other Income	(38,108)	(38,108)	0	(152,430)	(152,430)	0
Salaries & Wages	13,296	11,387	(1,909)	47,455	45,546	(1,909)
Salaries & Wages Overtime	0	0	0	0	0	0
Benefits	2,970	2,342	(627)	9,369	9,369	0
General Expenses	16,168	24,379	8,210	95,606	97,515	1,909
Total Expenses	32,434	38,108	5,674	152,430	152,430	0
Smart Start for Babies: (Surplus) / Deficit	(5,674)	0	5,674	0	0	0
2. Best Beginnings (150): Grants, User Fees & Other Income	(696,858)	(620,828)	76,030	(2,787,433)	(2,483,313)	304,120
Salaries & Wages	508,124	472,673	(35,451)	2,086,758	1,890,694	(196,064)
Salaries & Wages Overtime	1,447	0	(1,447)	1,447	0	(1,447)
Benefits	143,371	119,259	(24,112)	526,041	477,036	(49,005)
General Expenses	16,371	28,896	12,524	103,059	115,583	12,524
Total Expenses	669,313	620,828	(48,485)	2,717,305	2,483,313	(233,992)
Best Beginnings: (Surplus) / Deficit	(27,545)	0	27,545	(70,128)	0	70,128
3. Library Shared Services (206): Grants, User Fees & Other Income	(27,138)	(27,137)	0	(108,550)	(108,550)	0
Salaries & Wages	18,954	18,830	(124)	75,446	75,322	(124)
Salaries & Wages Overtime	0	0	0	0	0	0
Benefits	4,691	4,419	(272)	17,949	17,677	(272)
General Expenses	8,064	3,888	(4,176)	15,156	15,551	395
Total Expenses	31,709	27,137	(4,571)	108,550	108,550	(0)
Library Shared Services: (Surplus) / Deficit	4,571	(0)	(4,571)	0	0	(0)
4. FoodNet Canada (233): Grants, User Fees & Other Income	(27,364)	(27,364)	(0)	(109,455)	(109,455)	(0)
Salaries & Wages	21,509	21,368	(141)	85,613	85,472	(141)
Salaries & Wages Overtime	0	0	0	0	0	0
Benefits	5,351	4,867	(484)	19,950	19,466	(484)
General Expenses	2,170	1,129	(1,041)	3,893	4,517	624
Total Expenses	29,030	27,364	(1,666)	109,455	109,455	(0)
FoodNet Canada Program: (Surplus) / Deficit	1,666	(0)	(1,666)	0	(0)	(0)
MLHU2 100% Funded Programs Consolidated:						
Grants, User Fees & Other Income	(789,467)	(713,437)	76,030	(3,157,868)	(2,853,748)	304,120
Salaries & Wages	561,883	524,258	(37,624)	2,295,272	2,097,034	(198,238)
Salaries & Wages Overtime	1,447	0	(1,447)	1,447	0	(1,447)
Benefits	156,382	130,887	(25,495)	573,309	523,548	(49,761)
General Expenses	42,774	58,292	15,518	217,713	233,166	15,453
Total Expenses	762,485	713,437	(49,048)	3,087,741	2,853,748	(233,993)
MLHU2 100% Funded Programs: (Surplus) / Deficit	(26,982)	0	26,982	(70,127)	0	70,127

Schedule A.3 – MLHU Department Expenses

Financial Information ending June 30,2024

Excludes departments 120 & 126

	Jan-Jun (6 mths)			Annual - January to December		
	Actual	Budget	fav/(unf)	Forecast	Budget	fav/(unf)
Office of the Medical Officer of Health						
⊗ 801, Office of the Medical Officer of Health	249,663	236,861	(12,802)	457,580	473,722	16,142
⊗ 840, Associate Medical Officer of Health	187,550	143,224	(44,326)	330,773	286,447	(44,326)
⊗ 852, Chief Nursing Officer	88,577	74,956	(13,621)	167,783	149,912	(17,871)
Office of the Medical Officer of Health Total	525,789	455,040	(70,749)	956,136	910,081	(46,055)
Public Health Foundations						
⊗ 808, Emergency Mgmt & Strategic Advisor	101,094	94,210	(6,884)	195,304	188,420	(6,884)
⊗ 839, Population Health Assessment & Surveillance	290,320	350,292	59,972	640,491	700,584	60,092
⊗ 841, Stratey, Planning & Performance	394,315	394,417	102	790,342	788,834	(1,508)
⊗ 842, Library Services	49,259	53,156	3,897	105,964	106,312	348
⊗ 854, Health Equity & Indigenous Reconciliation	214,427	237,785	23,358	453,212	475,570	22,358
⊗ 855, Office of the Director PHF	129,214	124,121	(5,092)	256,942	248,243	(8,699)
Public Health Foundations Total	1,178,629	1,253,982	75,353	2,442,255	2,507,963	65,707
Environmental Health, Infectious Disease & Clinical Services						
⊗ 128, City of London Funding for Cannabis Legalization	63,724	104,492	40,768	168,216	208,984	40,768
⊗ 172, Senior Dental Health	1,683,513	1,745,750	62,237	3,620,893	3,491,500	(129,393)
⊗ 811, Vaccine Preventable Disease	1,316,303	1,189,404	(126,899)	2,521,602	2,378,807	(142,795)
⊗ 812, Sexual Health	1,365,766	1,389,651	23,885	2,756,395	2,779,302	22,907
⊗ 814, Infectious Disease Control	1,367,809	1,286,754	(81,055)	2,680,470	2,573,509	(106,961)
⊗ 820, Office of the Director EHIDCS	144,440	149,061	4,621	295,262	298,121	2,859
⊗ 826, Food Safety & Health Hazards	728,967	757,899	28,932	1,493,251	1,515,799	22,547
⊗ 827, Safe Water, Tobacco Enforcement & Vector-Borne Disease	1,041,184	1,073,397	32,212	2,176,625	2,146,793	(29,832)
⊗ 830, Oral Health & Clinical Support Services	571,050	569,299	(1,751)	1,141,705	1,138,598	(3,107)
Environmental Health, Infectious Disease & Clinical Services Total	8,282,756	8,265,706	(17,049)	16,854,420	16,531,413	(323,007)
Covid-19						
⊗ 816, Immunization Covid Clinics	34,307	0	(34,307)	81,953	0	(81,953)
Covid-19 Total	34,307	0	(34,307)	81,953	0	(81,953)
Family & Community Health						
⊗ 740, NFP & Early Years Group Programs	936,287	917,768	(18,519)	1,862,146	1,835,536	(26,610)
⊗ 750, Healthy Babies Healthy Children	482,719	534,970	52,250	837,146	1,069,940	232,794
⊗ 833, School Health	886,855	882,636	(4,220)	1,775,071	1,765,271	(9,800)
⊗ 836, Social Marketing & Health Systems Partnerships	617,703	710,655	92,951	1,340,956	1,421,309	80,354
⊗ 838, Municipal & Community Health Promotion	627,784	622,838	(4,946)	1,250,881	1,245,676	(5,205)
⊗ 850, Office of the Director FCH	179,347	191,962	12,615	371,525	383,924	12,399
Family & Community Health Total	3,730,696	3,860,828	130,132	7,437,724	7,721,657	283,932
Corporate Services						
⊗ 800, Corporate Admin	1,998,913	1,287,129	(711,784)	3,805,319	2,574,258	(1,231,061)
⊗ 802, Communications	187,003	269,352	82,348	456,864	538,704	81,839
⊗ 805, Finance	311,060	330,939	19,879	649,776	661,878	12,102
⊗ 806, Human Resources	552,365	541,864	(10,501)	1,100,793	1,083,727	(17,066)
⊗ 807, Information Technology	747,270	794,323	47,052	1,597,735	1,588,645	(9,090)
⊗ 809, Privacy, Risk & Client Relations	257,096	320,184	63,088	577,280	640,369	63,088
⊗ 845, Office of the Chief Executive Officer	314,504	305,880	(8,625)	592,346	611,760	19,414
⊗ 846, Procurement & Operations	182,356	193,725	11,369	376,081	387,450	11,369
Corporate Services Total	4,550,568	4,043,395	(507,173)	9,156,195	8,086,791	(1,069,404)
Inactive						
⊗ 835, Community Outreach & Clinical Support Services	(323)	0	323	(323)	0	323
Inactive Total	(323)	0	323	(323)	0	323
Grand Total	18,302,421	17,878,951	(423,470)	36,928,360	35,757,904	(1,170,456)

Schedule A.4 – MLHU Department Funding

Financial Information ending June 30,2024

Excludes departments 120 & 126

	Jan-Jun (6 mths)			Annual - January to December		
	Actual	Budget	fav/(unf)	Forecast	Budget	fav/(unf)
Office of the Medical Officer of Health						
801, Office of the Medical Officer of Health	(5,331)	(26,500)	(21,169)	(15,050)	(53,000)	(37,950)
840, Associate Medical Officer of Health	(3,408)	(21,450)	(18,042)	(10,000)	(42,900)	(32,900)
852, Chief Nursing Officer	(73,030)	0	73,030	(73,030)	0	73,030
Office of the Medical Officer of Health Total	(81,769)	(47,950)	33,819	(98,080)	(95,900)	2,180
Environmental Health, Infectious Disease & Clinical Services						
128, City of London Funding for Cannabis Legalization	(63,724)	(104,492)	(40,768)	(168,216)	(208,984)	(40,768)
172, Senior Dental Health	(1,762,693)	(1,745,750)	16,943	(3,508,443)	(3,491,500)	16,943
811, Vaccine Preventable Disease	(56,378)	(49,712)	6,666	(95,920)	(99,424)	(3,505)
812, Sexual Health	(121,131)	(148,700)	(27,569)	(279,327)	(297,400)	(18,073)
814, Infectious Disease Control	(270,282)	(220,900)	49,382	(442,015)	(441,800)	215
827, Safe Water, Tobacco Enforcement & Vector-Borne Disease	4	(10,000)	(10,004)	(20,000)	(20,000)	0
830, Oral Health & Clinical Support Services	0	(606)	(606)	(606)	(1,212)	(606)
Environmental Health, Infectious Disease & Clinical Services Total	(2,274,205)	(2,280,160)	(5,955)	(4,514,527)	(4,560,320)	(45,794)
Covid-19						
816, Immunization Covid Clinics	0	0	0	(81,953)	0	81,953
Covid-19 Total	0	0	0	(81,953)	0	81,953
Family & Community Health						
740, NFP & Early Years Group Programs	(60,187)	(49,178)	11,009	(109,364)	(98,355)	11,009
836, Social Marketing & Health Systems Partnerships	(8,801)	0	8,801	(8,801)	0	8,801
838, Municipal & Community Health Promotion	(40,950)	0	40,950	(40,950)	0	40,950
850, Office of the Director FCH	(1,063)	(52,893)	(51,831)	(32,757)	(105,787)	(73,030)
Family & Community Health Total	(111,000)	(102,071)	8,929	(191,872)	(204,142)	(12,270)
Corporate Services						
800, Corporate Admin	(15,463,124)	(15,448,771)	14,353	(31,146,762)	(30,897,542)	249,220
809, Privacy, Risk & Client Relations	(5)	0	5	(5)	0	5
Corporate Services Total	(15,463,129)	(15,448,771)	14,358	(31,146,767)	(30,897,542)	249,225
Grand Total	(17,930,103)	(17,878,952)	51,151	(36,033,198)	(35,757,904)	275,294

Schedule B – Factual Certificate

To: Members of the Board of Health, Middlesex-London Health Unit

The undersigned hereby certify that, to the best of their knowledge, information, and belief after due inquiry, as of June 30, 2024:

1. The Middlesex-London Health Unit is compliant, as required by law, with all statutes and regulations relating to the withholding and/or payment of governmental remittances, including, without limiting the generality of the foregoing, the following:
 - All payroll deductions at source, including Employment Insurance, Canada Pension Plan and Income Tax
 - Ontario Employer Health Tax
 - And Federal Harmonized Sales Tax (HST).Further, staff believe that all necessary policies and procedures are in place to ensure that all future payments of such amounts will be made in a timely manner.
2. The Middlesex-London Health Unit has remitted to the Ontario Municipal Employees Retirement System (OMERS) all funds deducted from employees along with all employer contributions for these purposes.
3. The Middlesex-London Health Unit is compliant with all applicable Health and Safety legislation.
4. The Middlesex-London Health Unit is compliant with applicable Pay Equity legislation.
5. The Middlesex-London Health Unit has not substantially changed any of its accounting policies or principles since December 8, 2016.
6. The Middlesex-London Health Unit reconciles its bank accounts regularly and no unexpected activity has been found.
7. The Middlesex-London Health Unit has filed all information requests within appropriate deadlines.
8. The Middlesex-London Health Unit is compliant with the requirements of the Charities Act, and the return for 2023 was filed on July 5, 2024 (annual returns are due by June 30th the following year).
9. The Middlesex-London Health Unit was named in a complaint to the Human Rights Tribunal of Ontario (HRTO) by a former student which was dismissed; this matter is now closed. MLHU has also been named in a second complaint to the HRTO by the same individual. This application is in respect to the recruitment of three management positions from 2017 and 2018 for which they were not selected for an interview. After significant delay related to COVID-19, the HRTO conducted a written hearing on November 28th, 2023 and the MLHU is awaiting the outcome.

10. The Middlesex-London Health Unit is fulfilling its obligations by providing services in accordance with our funding agreements, the Health Protection & Promotion Act, the Ontario Public Health Standards, and as reported to the Board of Health through reports including but not limited to:

- Quarterly Financial Updates
- Annual Audited Financial Statements
- Annual Reporting on the Accountability Indicators
- Annual Service Plans
- and Information Summary Reports.

Dated at London, Ontario this 10th day of September 2024.

Dr. Joanne Kearon
Acting Medical Officer of Health

Ms. Emily Williams
Chief Executive Officer

MIDDLESEX-LONDON BOARD OF HEALTH

REPORT NO. 11-24FFC

TO: Chair and Members of the Finance and Facilities Committee

FROM: Emily Williams, Chief Executive Officer
Dr. Joanne Kearon, Acting Medical Officer of Health

DATE: 2024 September 19

LEGAL SERVICES ROSTER – REQUEST FOR PROPOSAL AWARDS

Recommendation

It is recommended that the Finance and Facilities Committee recommend to the Board of Health to receive Report No. 11-24FFC re: “Legal Services Roster – Request for Proposal Awards” for information.

Report Highlights

- The Middlesex-London Board of Health and Health Unit do not have in-house legal services and have never formally secured legal services through a retainer.
- On June 3rd, MLHU issued a Request For Proposal to legal firms to submit a technical and financial proposal for services in six (6) legal practice areas ([Appendix A](#)).
- Five (5) legal services providers were awarded a roster spot in one of the service areas.

Background

The Middlesex-London Board of Health and Organization do not have in-house legal counsel and have been using legal services firms ad-hoc for many years. The Board and Organization have also never provided a retainer for these services and are not committed to a certain legal services firm. Given the organization’s financial position, legal services are an area being reviewed for potential cost savings and going to market will ensure the Health Unit is receiving competitive rates for services.

Process

Legal service firms (bidders) were requested to provide a technical proposal and a financial proposal. Bidders were invited to upload their proposals on Biddingo. The request for proposal opened on June 3rd and closed on June 28th as [Appendix A](#). Categories which the Board of Health and Health Unit requested legal expertise in are:

- Labour & Employment Law
- Contracts/Corporate/Commercial Law
- Information Technology Law

- Privacy Law
- General Civil/Insurance Defence Law - BOH
- General Municipal Law - BOH

The Evaluation Team was made up of the Chief Executive Officer, Associate Director - Human Resources and Labour Relations, Manager - Procurement and Operations, Manager - Privacy, Risk and Client Relations, the Board of Health Chair, and the Executive Assistant to the Board of Health.

The proposals were evaluated in the following categories:

- Corporate Profile and Experience
- Counsel Team
- Approach and Work Plan
- Communication Plan
- Value-Added Services
- Financial Proposal

All aspects of the process are in alignment with the Health Unit’s Policy G-230 on Procurement and the Province’s Broader Public Sector Procurement Directive.

Results

This Request for Proposal (RFP) was for a roster, which means that multiple legal service firms are being awarded and placed on the Board and Organization’s approved roster of legal service providers for three (3) years.

The following legal firms have been awarded a position on the roster of legal services:

Service Area:	Recommended Legal Firm:
Labour & Employment Law	Rae Christen Jeffries
	Clyde and Co
Contracts/Corporate/Commercial Law	Clyde and Co
	Harrison Pensa
Information Technology Law	Clyde and Co
	Harrison Pensa
Privacy Law	Clyde and Co
	Harrison Pensa
General Civil/Insurance Defence Law - BOH	Stieber Berlach
	Clyde and Co
General Municipal Law - BOH	Clyde and Co
	Boghosian and Allen

Next Steps

The Manager, Procurement and Operations has provided the successful legal firms with an award letter.

This report was written by the Manager, Procurement and Operations.



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



Joanne Kearon, MD, MSc, MPH, CCFP, FRCPC
Acting Medical Officer of Health

This report refers to the following principle(s) set out in Policy G-490, Appendix A:

- The fiduciary requirements as outlined in the [Ontario Public Health Standards: Requirements for Programs, Services and Accountability](#).
- Policy G-230 on Procurement
- Ontario Broader Public Sector Procurement Directive

This topic has been reviewed to be in alignment with goals under the Middlesex-London Health Unit's [Anti-Black Racism Plan](#) and [Taking Action for Reconciliation](#), specifically to ensure equitable participation in participate in this request for proposal and to ensure that bidders' align with the Health Unit's mandate and mission.



RFP 24-04

REQUEST FOR PROPOSAL
Establishment of an External Legal Services Roster

Issued: **Monday, June 3rd, 2024**

Please note that MLHU will only accept **electronic submissions** via the Biddingo E-Bidding platform.

Submission Deadline: **Friday, June 28th, 2024 on or before 4:30pm EST, local time.**

Middlesex-London Health Unit Request for Proposal 24-04

1.0 PURPOSE

The Middlesex-London Health Unit (hereinafter referred to as MLHU) is issuing a Request for Proposal (RFP) to seek competitive bids to establish an External Legal Services Roster.

2.0 BACKGROUND

Like the 34 other health units in Ontario, the Middlesex-London Health Unit delivers the programs and services that are included in the *Health Protection and Promotion Act (HPPA)* to those who live in London and Middlesex County. The Health Unit's goal is to watch for, identify and address the public health issues that can affect those who live in our community, as well as their families and neighbours. MLHU staff promote healthy living and identify community needs. Staff work in schools and in immunization clinics; they also work with families to support their needs; they inspect restaurants and businesses that sell food, swimming pools, tattoo shops, hairdressers, nail salons, spas and more. In addition, members of this team of professionals provide dental services to people who need them, do research in our communities and work with politicians and decision makers to create bylaws and guidelines that lead to healthier communities.

The Middlesex-London Health Unit provides services and programs at its main office in downtown London, located at 355 Wellington Street inside Citi Plaza. We also have 2 locations in Strathroy, located at 51 Front Street E. inside the Shops On Sydenham Mall.

3.0 RFP SCHEDULE

The following is a tentative timetable to assist Proponents:

Issue Date of RFP	Monday, June 3rd, 2024
Deadline for Questions	Friday, June 14th, 2024 12:00 noon, local time
Deadline for Issuing Addenda	Monday, June 17th, 2024
Submission Deadline	Friday, June 28th, 2024 on or before 4:30pm EST, local time
Evaluation Period	July 2nd to July 12th, 2024
Rectification/Interview Period	Up to 10 working days
Contract Negotiation Period	Up to 5 working days
Anticipated Award by MLHU	August 2nd, 2024

The RFP timetable is tentative only and may be changed by MLHU at any time.

4.0 SCOPE OF WORK

i. Overview

a) Introduction:

This Request for Proposal ("RFP") is an invitation by MLHU to qualified legal counsel to submit Proposals for the supply of external legal services in various practice areas on an as-needed basis. The objective is to establish a roster of qualified legal counsel for a period of three (3) years in each of the following practice areas whom the organization can retain on a

case-by-case basis:

- i. Labour and Employment Law;
- ii. Contracts/Corporate/Commercial Law;
- iii. Information Technology (IT) Law;
- iv. Privacy Law;
- v. General Civil/Insurance Defense Law;
- vi. General Municipal Law.

For the purpose of this RFP, any individual or law firm that submits a proposal is considered a "Proponent".

Proponents may submit a proposal for **any or all** of the practice areas, and depending on the results of the evaluation, Proponents may be selected to be listed on more than one roster.

Each practice area may require a different number of individuals or firms, and MLHU reserves the right, in its sole discretion, to establish the optimal number for each practice area.

Each Successful Proponent will be required to enter into a General Retainer Agreement.

The General Retainer Agreements are non-exclusive and there is no guarantee that, as a result of being selected as a Successful Proponent, any work will be assigned to the Proponent.

Proponents are to provide within the Bidding System a disclosure and description of any outstanding claims with the Lawyers' Professional Indemnity Company (Law Pro) for any legal counsel proposed to provide legal services and provide confirmation that none of the legal counsel proposed has had any Law Pro claim within the last five (5) years that resulted in a judgment or settlement against such legal counsel.

MLHU reserves the right, in its sole discretion, to retain a lawyer or firm outside of a practice area roster during the roster period, if MLHU deems it necessary as a result of, but not necessarily limited to, the following reasons:

- i. A specific or specialized expertise is required for a matter;
- ii. Roster Firms in the practice area cannot take on a matter due to capacity, timing or have a conflict.

b) Practice Areas:

Proponents are to indicate within the RFP for which practice area they are submitting their proposal.

A general description of MLHU's anticipated needs in each of the Practice Areas is provided below. Please note that these are general descriptions only and the successful Proponents may be required to provide additional services in the practice areas where needed.

i. Labour and Employment Law

Provide advice to and represent MLHU on a full spectrum of labour, employment, and employment-related issues in union and non-union environments, including advice on Workplace Safety and Insurance Board (WSIB) matters, issues arising under the *Occupational Health and Safety Act*, the Ontario Human Rights Code, *the Employment Standards Act, 2000* and other applicable employment-related legislation. It is expected that the work required would include representation at grievance mediations and arbitrations, appearance before various tribunals including, but not limited to the Human

Rights Tribunal of Ontario and the Workplace Safety and Insurance Appeals Tribunal, civil litigation with respect to employment matters, and providing general opinion on employment-related issues including policy development and implementation.

The successful Proponents must represent only management / employer in all labour and employment law matters.

ii. Contracts / Corporate / Commercial Law

Contracts and memoranda of understanding of various kinds between MLHU and government and/or public agencies, private entities, and persons. Work may also include providing advice relating to public procurement issues.

iii. Information Technology (IT) Law

Provide general information technology law advice and support. Draft and negotiate agreements for IT procurements, including advice and assistance with the drafting of sophisticated IT procurement documents. The work may also include providing general advice on IT transactions and related privacy issues, as well as public procurement considerations and privacy statute requirements in IT products and services. Provide cybersecurity legal advisory services, including workplace privacy issues, cybersecurity planning, response, and risk management. This may be done in coordination with MLHU's General/Liability and Cyber insurance brokers.

iv. Privacy Law

Provide general advice, support, and interpretation of privacy laws applicable within Ontario and Canada, including PHIPA, MFIPPA, and FIPPA. General counsel on how MLHU conducts the collection, storage, use, and protection of personal information and personal health information. The work will include providing privacy advice related to emerging technologies including but not limited to Artificial Intelligence (AI) and may intersect with Information and Technology Law with respect to privacy breach and/or cybersecurity response.

v. General Civil/Insurance Defense Law – Board of Health

Provide advice and representation on matters (typically defense/respondent work) before the Ontario Superior Court of Justice and/or higher courts, including drafting and preparing pleadings and other documentation, appearing on motions, trials, applications, mediations, and other appearances where necessary. Insurance defense requires a specific practice area and will be coordinated with MLHU's insurer.

Please note that this practice area does not include litigation with respect to labour and employment law.

vi. General Municipal Law – Board of Health

Provide advice on the *Municipal Act, 2001*, the *Municipal Freedom of Information and Protection of Privacy Act* and other applicable legislation, procedural and governance matters, municipal finance issues, municipal by-laws and other issues arising from the general operations of MLHU. Work may include drafting by-laws and attending Board or other committee or staff meetings to provide opinions and make presentations on legal issues when necessary. Work may also include providing advice relating to public procurement issues.

vii. Labour and Employment Law – Board of Health

The Board of Health may require human resource advice pertaining to the Municipal Act and the Health Protection and Promotion Act. The same legal firm cannot be rostered as

the one representing MLHU.

c) Designated Counsel:

Proponents shall designate one (1) lawyer to be the Designated Counsel to handle all matters and requests made by MLHU for each practice area that the proponent is awarded. If a team of legal counsel is proposed to handle requests of MLHU in a practice area, the Designated Counsel of the successful Proponent shall be the main contact and may delegate the work requested to the appropriate legal counsel within the team.

d) Term of Roster:

Successful Proponents who have been identified by MLHU as a Rostered Vendor and who have executed a Retainer Agreement shall be placed upon the Roster for three (3) years from the Commencement Date. Three (3) years from the Commencement Date, the Roster shall be terminated. Rostered Vendors which are engaged in on-going assignments at the time of Roster termination shall continue to be engaged under the terms of the Roster until the assignment is completed, however no new assignments will be offered under the Roster following the termination date.

e) Selection of Rostered Firms:

MLHU intends to procure services from Rostered Vendors on an as required basis for services required in each practice area. MLHU shall have no obligation to procure any services from any Rostered Vendor simply as a result of the Bidders participation in this Request for Proposal and possible inclusion in MLHU's list of Rostered Vendors.

It is the intent of MLHU through this Request for Proposal process to identify a list of qualified legal firms within each practice area. The identification and award of Rostered Vendors is subject to the receipt of all necessary approvals and execution of the Retainer Agreement by MLHU. Without limiting any rights otherwise available to MLHU in the Document or at law to cancel this Request for Proposal or to decline to award a Retainer Agreement to any Proponent, MLHU specifically reserves the right, in its sole and absolute discretion, to cancel this Request for Proposal or Roster at any time, without liability, cost or penalty, either before or after the receipt of Bidder Submissions or Priced Workplans, should any required approvals not be granted or in the event that any assignment does not proceed or is cancelled at any time.

f) Distribution of Assignments:

As specific legal assignments are identified, MLHU will assign the matter to one of the successful Proponents on the roster list based upon knowledge, expertise, previous experience, availability of resources and/or time constraints.

MLHU will contact the successful Proponent and provide a description of the assignment along with instructions. The selected firm is required, at the time of receiving an assignment, to confirm that no actual or potential conflicts of interest exist, or declare if any conflicts or perceived conflicts exist, pursuant to the requirements of the Law Society of Ontario.

After receiving a new assignment, MLHU may request the selected firm to provide an initial review of the matter or proposal for undertaking the work. MLHU may request a written communication from the selected firm containing one or more of the following:

- i. the firm's ability to undertake the assignment;
- ii. team members who will be assigned the work;
- iii. an estimated timeline for completing the work;
- iv. an estimated budget and the anticipated billable hours required; and
- v. any other information that MLHU may deem necessary.

MLHU shall pay for time or disbursements associated with preparing such review or proposal only if agreed to in advance by MLHU.

g) Form of General Retainer Agreement:

Successful Proponents shall be required to execute a General Retainer Agreement with MLHU as a condition of placement on the Roster.

The General Retainer Agreement is attached as Appendix A to this Document. The General Retainer Agreement sets out the terms and conditions which shall apply to the procurement of the services described in this Document. The terms of the General Retainer Agreement are not negotiable. MLHU reserves the right, in its sole discretion, to make minor changes to the terms and conditions when preparing the final draft Agreement.

The Document and the Proponent's Submission shall be attached to, or incorporated by reference into, the General Retainer Agreement and shall form part of it.

Please note that the General Retainers Agreements are non-exclusive and there is no guarantee on the volume of work to follow. Requests for legal services will be requested by MLHU on a case-by-case basis.

The Request for Proposal and Proponent's Submission documents shall be included with and will form the Agreement between MLHU and the Rostered Vendor whether mentioned specifically in the executed General Retainer Agreement or not.

h) Assignment Retainers:

i. Basis of Pricing

Proponents are required to submit hourly rates for various areas of expertise as part of their submission.

The hourly rates submitted in response to this Request for Proposal shall be the basis for the pricing of Assignment Retainers. All hourly rates and charges shall remain fixed for the term of the General Retainer Agreement.

Hourly fee rates schedules for potentially different staff working on assignments, such as for articling students, law clerks, associate lawyers and partners should be clearly provided.

ii. Assignment Retainers

When the Agency identifies an Assignment, it shall request a Priced Workplan for the Assignment. The Priced Workplan shall be priced based upon the hourly rates submitted in the Proponent's submission.

The total price for each Assignment identified in the Priced Workplan shall be considered the upset limit of price for the Assignment identified and no additional funds will be paid unless a change order is issued and pre-approved by MLHU's representative.

The Priced Workplan shall include sufficient detail about activities and sub- activities to demonstrate how the objectives will be achieved. The Priced Workplan must demonstrate the availability of sufficient resources to meet the objectives of the Assignment.

The Priced Workplan submitted in response to an Assignment, unless otherwise stated or specified, shall include the provision of allowable travel/mileage and disbursements necessary to perform and complete all of the work required to complete the Assignment.

Rostered Vendors shall note that they are expected to assign the resources identified in

their Proponent's submission when preparing the Priced Workplan and executing the work of the Assignment. Where the Priced Workplan includes personnel not identified in this Proponent's submission, the Rostered Vendor must clearly identify the role(s) of those personnel. MLHU's representative has the right to reject any additional personnel if it is deemed that they are not suitable.

The Rostered Vendor selected for an Assignment based upon the Priced Workplan submitted will be required to execute an Assignment Retainer. The terms of the Assignment Retainer shall be negotiable.

iii. **Block Fees**

Where applicable based upon the volume of the work associated with a particular Assignment, the Rostered Vendor may be requested to provide a Block Fee Discount with their Priced Workplan. Where a Block Fee Discount has been requested and provided the evaluation of the Priced Workplan shall include the Block Fee Discount.

iv. **Disbursements**

Reimbursement of disbursements shall be subject to the following conditions:

- i. Disbursements shall be paid at cost;
- ii. Mileage between the Rostered Vendors location and MLHU's offices shall not be reimbursable;
- iii. Automobile travel costs, when payable, shall be paid on the same basis and at a rate that does not exceed that paid to employees;
- iv. Charges pertaining to use of personal computers (laptops) or cell phones are not permitted;
- v. Meal costs are not permitted; and,
- vi. Overtime costs are not reimbursable.

MLHU reserves the right to request the appropriate back-up documentation to verify the costs, if requested.

v. **Assignment Conflict of Interest Declarations**

The Rostered Vendor shall be required to declare any actual or potential conflicts of interest based upon the specific Assignment at the time of submittal of the Priced Work Plan.

MLHU reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Proponent on such basis.

Unless otherwise specified in the Scope of Assignment, the Rostered Vendor shall submit monthly invoices properly prepared in a form acceptable to MLHU, showing details of the portion of the Services completed and the hours expended by the Rostered Vendor's staff in carrying out the Services covered by the said invoice, and MLHU shall pay monthly such invoices properly prepared and submitted, within 30 days of receipt. In the event that a portion of a fee or invoice is disputed, MLHU shall pay the undisputed portion thereof.

vi. **Basis of Invoicing**

Failure to invoice promptly and accurately shall be considered a cause for termination of a Vendor's position on the Roster.

vii. **Extra Work/Change Order**

Services required beyond the agreed scope of the assignment (new work or change orders) will be retained and paid for on the following basis:

- i. Determination of the extent and scope of additional work by both parties;
- ii. Written estimate provided by the Rostered Vendor for any additional fees due to the

change in scope of work including establishing the additional time required to complete the new work; and,

iii. Written approval from MLHU prior to undertaking the additional work.

viii. Invoicing And Payment Instructions

All invoices must be sent to the finance department and the MLHU designate requesting services. Failure to do so will result in a delay of payment.

MLHU's method of payment is by Electronic Funds Transfer (EFT). The successful Proponent will be required to provide MLHU with the proper banking and authorization details for account setup.

i) Termination of General Retainer Agreement and Assignment Retainers:

Notwithstanding any other provision in the Document or Contract, and in addition to any other termination provisions that may be provided for in the Document, the General Retainer Agreement and any Assignment Retainers may be terminated by MLHU at any time with or without cause. Any such termination shall be effected by delivery to the Rostered Vendor of a notice of termination, specifying the date upon which such termination becomes effective. MLHU's entitlement to so terminate the General Retainer Agreement and the Assignment Retainers shall be absolute and unconditional and exercisable by MLHU in its sole and absolute discretion without liability, cost, or penalty. In the event of any termination by MLHU pursuant to this paragraph, the Rostered Vendor shall be entitled to payment of that portion of the Assignment Retainer relating to work performed prior to the termination date, and the Rostered Vendor shall not be entitled to the payment of any further amounts, whether on account of any such termination or otherwise.

j) Reporting:

The Designated Counsel shall provide MLHU with copies of all pleadings, motion records, research, draft agreements, correspondences, and other documentation when received.

The Designated Counsel shall provide same day updates of all significant developments in a file to MLHU such as meetings with opposing counsel or other parties, results of settlement negotiations, agreement negotiations, court, or tribunal appearances etc.

Reporting letters are to be provided for any significant event occurring on the file or as requested.

k) Delegation:

It is understood that work may be delegated to appropriate and qualified staff (e.g., articling students, law clerks, associate lawyers, partners) during the course of rendering legal services to MLHU. The proponent shall ensure that legal services are provided in a cost-effective way without reducing quality. The Designated Counsel may delegate requests for legal services to another member of the counsel team submitted in the proponent's proposal, subject to prior agreement with MLHU. MLHU may also request that a member of the counsel team, other than the Designated Counsel, provide legal services for reasons of cost-effectiveness or other considerations. The Proponent shall use its best efforts to accommodate such requests.

In more complex matters where the Designated Counsel wishes to retain other experts or have more than one counsel to work on a file, the Designated Counsel shall seek the approval of MLHU staff before engaging such services.

l) Personnel Changes/Turnover:

One of the critical success factors in any project is building and keeping together a project team with a good knowledge base and strong team dynamics. This can be ensured by keeping turnover on the team to a minimum.

In the course of the agreement, the successful Proponents may submit changes that they wish to make to the Designated Counsel or the composition of a counsel team for MLHU's approval, which approval shall not be unreasonably withheld. The successful Proponents shall ensure that any proposed replacement to any counsel team members will be replaced by individuals of equivalent expertise in order to minimize any negative impact on the work. The terms and conditions of the agreement and this RFP, including the requisite qualifications of the legal counsel shall apply to any new counsel approved. Notwithstanding the above, MLHU maintains the discretion to terminate the agreement if there is a significant change in the counsel team, as deemed by MLHU.

m) Existing Legal Matters:

Currently, MLHU has engaged external counsel to provide legal services on a variety of matters. Proponents are advised that this RFP is for the provision of legal services for matters arising after the execution of the retainer agreement between MLHU and the successful Proponents. Legal matters where external counsel is currently engaged in will continue to be dealt with by such external counsel notwithstanding any award from this RFP process.

n) File Management:

The successful Proponents shall take all necessary steps to streamline file management and avoid incurring unnecessary expenses, including but not limited to:

- i. overstaffing a matter;
- ii. delegating tasks to overqualified personnel (i.e., administrative tasks conducted by legal counsel);
- iii. educating legal counsel in the practice, procedural or substantive law which should be known or readily available to legal counsel, due to his/her expertise;
- iv. redrafting work of associates or clerks or other staff;
- v. rotating personnel assigned to a matter;
- vi. authorizing premature or peripheral legal and/or factual research;
- vii. letter writing when a quick email will do;
- viii. holding unnecessary internal meetings about a matter.

MLHU will not be responsible for any unnecessary expenses incurred as a result of ineffective file management.

o) Fees and Disbursements:

MLHU will not pay for the following fees and disbursements:

- i. expenses arising from ineffective file management;
- ii. any premium amount on disbursements – MLHU will only pay disbursements at its actual cost;
- iii. staffing inefficiencies caused by the unavailability of firm personnel;
- iv. routine administrative tasks such as scheduling meetings or attendances, preparations of accounts, file organizations, form letter, etc.;
- v. hourly rates of legal counsel in transit to and from meetings with MLHU.

p) Accounts/Basis of Payment:

Every account submitted to MLHU shall provide detailed dockets containing the following information:

- i. name and file no. of the matter;
- ii. the personnel who performed the matter;
- iii. the date the task was performed and time spent;
- iv. the hourly rate or other rate structure applicable to the matter at hand;
- v. detailed description of the work performed (for example, stating only "research" is not sufficient but should specify the type and subject matter of the research);
- vi. detailed itemization of disbursements and the supporting documentation related to any disbursements paid;
- vii. any adjustment to fees and disbursements based on the fee structure in the submission;
- viii. cumulative total of all fees and disbursements on the file to date;
- ix. Proponent's GST/HST number; and
- x. signature of the Designated Counsel.

Accounts shall generally be rendered monthly and no later than December 31 of each year. Invoices for legal services rendered in December shall be submitted no later than January 15th for the prior year. MLHU reserves the right to request clarification of any of the accounts submitted and, unless MLHU staff determines that the account rendered is appropriate and reflective of the work conducted, no payment will be made.

q) Performance:

Successful Proponents that are not providing the required level of service or are consistently presenting fees for services that are not justifiable in relation to an Assignment, will be notified of these concerns and given the opportunity to correct the deficiencies. If the issues are not resolved to the satisfaction of MLHU, then MLHU, at its sole discretion, may remove the firm from the roster without penalty.

r) Default:

If the Proponent or a member of the Proponent's counsel team commits a default of the obligations provided in this RFP and the agreement, MLHU may:

- i. Remove the counsel team member from the file and request that a different member be assigned to the matter, or transfer the file to another firm to continue carrying on the matter on behalf of MLHU; and/or
- ii. Reduce payment on the accounts rendered to an amount that MLHU staff deems appropriate for the quality and amount of work conducted professionally by the counsel team member removed from the file; and/or
- iii. Terminate the agreement with the Proponent.

s) Termination of General Retainer Agreement and Assignments:

The General Retainer Agreement and any Assignments may be terminated by MLHU at any time with or without cause. Any such termination shall be realized by delivery to the rostered Firm of a notice of termination, specifying the date upon which such termination becomes effective. MLHU's entitlement to terminate the General Retainer Agreement and the Assignment shall be absolute and unconditional and exercisable by MLHU in its sole and absolute discretion without liability, cost, or penalty. In the event of any termination by MLHU pursuant to this paragraph, the rostered Firm shall be entitled to payment of that portion performed prior to the termination date, and the rostered Firm shall not be entitled

to the payment of any further amounts, whether on account of any such termination or otherwise.

t) Confidentiality:

In addition to complying with the Rules of Professional Conduct as established by the Law Society of Ontario and any applicable laws with respect to confidentiality, the successful Proponents and its counsel and staff shall not comment publicly on the nature of the legal services provided to MLHU without the prior written consent of MLHU.

Confidential information obtained in the course of service to MLHU shall not be disclosed in any manner without prior approval of MLHU. All documentation containing confidential information of MLHU shall be returned to MLHU upon completion or early termination of services.

u) Return of Materials:

In addition to any materials containing MLHU confidential information, upon completion or in the event of early termination of services for any reason, all MLHU material, information, studies, reports, designs, drawings, plans, etc., including the copyright of such material, etc., shall become the sole property of MLHU, subject to the requirements of the Rules of Professional Conduct of the Law Society of Ontario. The successful Proponents shall deliver all such materials, etc., to MLHU at such time at the Proponents' own costs.

v) Ownership of Materials:

- i. The successful Proponents agree that any copyright to any materials, documents, opinions, reports assembled or prepared by the successful Proponents in the course of providing services to MLHU, will be the sole property of MLHU. The successful Proponents will also obtain a waiver of moral rights in favour of MLHU in the Materials from those authors employed by the successful Proponents used to prepare the Materials under this retainer.
- ii. MLHU may use the Materials for any purposes as determined by MLHU.
- iii. For greater clarity, "Materials" include any legal opinion or research memorandum, or other expert reports or research materials prepared by any personnel of, or experts retained by the successful Proponents in the course of providing legal services to MLHU.

w) Contract Term:

- i. The successful proponents will be required to enter into a General Retainer Agreement with MHLU for the project deliverables in the form attached as Appendix A to the RFP document.
- ii. The agreement shall commence August 2nd, 2024 and remain in effect for a period of three (3) years until August 2027.
- iii. MLHU, at its absolute sole discretion, has the option to renew the contract for one (1), two (2) or three (3) additional year period(s).

ii. General Requirements of the Proponent

MLHU is requesting proposals from firms (also known as Proponents) who are both interested and capable of supporting MLHU's program and:

1. The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the RFP.
2. The responses will be assessed according to how well they ensure the success of MLHU in relation to the submission requirements. The detail and clarity of the written submission will be

considered indicative of the Proponents expertise and competence.

3. All information provided in response to this RFP must contain sufficient detail to support the services being proposed. **Incomplete submissions will not be considered.**
4. All prices must be stated in **Canadian** funds. Prices must also be inclusive of any fees, customs, duty, and freight. HST shall not be included but shown as an extra, if applicable.

iii. Specific Requirements of the Proponent

1. **Proposal Requirements:** All information provided in the proposal shall include sufficient details to support the proposed services and ongoing efforts including key items to address such as:

- Technical Proposal - Proponents shall upload their technical proposal within the Document Upload section within the bidding system.
- Financial Proposal - Proponents shall complete Schedule A – Practice Area and Schedule B – Fee Rates within the Document Upload section within the bidding system for each practice area they are proposing to provide legal services for.

It is important that Proposals clearly provide all the necessary information identified below, so that a thorough assessment of the Proponents' experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together with an index provided to ensure the evaluation team is able to locate particular information.

In the case that contradictory information or information that contains conditional or qualifying statements is provided with respect to a requirement, MLHU will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular criterion.

The technical Proposal **should not exceed 20 single sided pages** in length, excluding curriculum vitae.

1. Proponent Qualifications

Please outline your qualifications as a legal services provider. At a minimum, provide the following information:

- 1.1 A general description of the Proponent's practice, including specific expertise to provide legal services for the applicable practice area(s).
- 1.2 The names and title of the proposed Relationship Manager and any other lawyer and Practice Leads proposed in a counsel team, if applicable, including the year of call, relevant experience in the practice area (including description of the nature and extent of the experience), and a curriculum vitae for each lawyer proposed. The Relationship Manager and any Practice Leads shall have at least five (5) years of post-call experience in the practice area for which they are proposing to provide legal services.
- 1.3 A description of available support staff and resources.
- 1.4 A disclosure and description of any outstanding claim with the Lawyers Professional Indemnity Company ("LawPro") for any lawyer proposed to provide legal services.

2. Conflict Of Interest Declarations

In this part of the submission, the Proponent should:

- 2.1 Provide a description of its process of identifying, disclosing, reporting, and dealing with conflicts of interests should they arise in the future.

MLHU reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Proponent on such basis.

3. Proposed Resource Plan

Provide details to the following:

- 3.1 A resource plan setting out how the Proponent would ensure that the work will be assigned and performed by the appropriate level of counsel or staff (including any work that may be assigned to students and law clerks), such that quality of advice, cost effectiveness and avoidance of duplication of work will be achieved. The resource plan should also set out proposed response times and any communication and co-ordination procedures that the Proponent proposes.
- 3.2 A Proponent may submit different work plans for different practice areas. If this is the case, the Proponent should indicate the practice area(s) to which each work plan applies.
- 3.3 Any value-added services, including but not limited to any pro bono educational sessions, initial consultations, secondments, library resources, etc. for MLHU staff that the Proponent offers to provide to MLHU.

2. Mandatory Requirements include:

- i. Begin having capacity and potentially offering legal services starting August 2nd, 2024

3. Preferred Skills and Experience include:

- i. Experience with or understanding of local public health agencies and/or public health sector agencies.

4. Service Level Expectations are:

Service Levels for key components of the program must be outlined for areas such as:

- i. Response times to inquiries of new legal services required.
- ii. Legal services preparation timing.
- iii. Timing to receive status updates and/or reports, as requested.

iv. Specific Responsibilities of MLHU

- i. Answer questions and clarifications in a timely manner.
- ii. Ensure MLHU designated leads are clear.

5.0 SUBMISSION INSTRUCTIONS

i. Questions/Inquiries

1. Inquiries regarding this RFP are to be directed within the Bidding platform. Alternatively, Proponents can request direction and inquire to Warren Dallin, Manager - Procurement and Operations, by **phone at 519-617-0180** or **e-mail to Warren.Dallin@mlhu.on.ca**. All contact relating to this proposal, to any other MLHU official, employee or agent that is or could be remotely involved in this process shall cease during this RFP period. Inquiries must not be

directed at other MLHU employees or Board of Health members. **Directing inquiries to other than the Manager - Procurement and Operations may result in your submission being rejected.**

2. Any Proponent who requests and/or receives any information, with regards to the RFP Documents, by any person(s) other than the Procurement Representative or designate, may be disqualified from further consideration. Information offered from sources other than the Procurement Representative or designate with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, by any Proponent for any purpose. Information obtained from any source other than the Procurement Representative or designate will not be binding on MLHU.
3. Each Proponent must review all proposal documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to MLHU in writing within the Biddingo platform, prior to **Friday, June 14th, 2024 at 12:00 noon, local time.**
4. All changes to or clarifications of the terms, conditions or specifications required before proposal closing must be requested within the Biddingo platform. Responses to all changes and/or clarifications will be issued by the Manager - Procurement and Operations to all Proponents in the form of a written Addendum. If Addenda are issued, their receipt must be acknowledged by the Proponent in the appropriate section of the Form of Proposal. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR PROPOSAL BEING REJECTED.**

ii. Closing Date and Time

1. Proposals must be signed, dated, and include all specified supplementary materials submitted through the following public electronic bidding system portal: www.biddingo.com/healthunit, no later than:

4:30 p.m. EST local time on Friday, June 28th , 2024

Mail, Email and Faxed submissions to MLHU will **NOT** be accepted.

Failure to submit a completed Form of Proposal (pages 28 and 29) will result in your Proposal being rejected.

2. Respondents are solely responsible for ensuring Proposals are received in the Biddingo system prior to the closing date and time.
3. Should your company choose not to participate, please provide a letter of declination stating the rationale for your decision.

iii. Revisions of Bids

1. Revisions to a submitted Proposal will be permitted if the revision is received prior to the RFP closing date and time. Revisions received after the RFP closing date and time will not be considered.
2. Proponents can make changes to their submission by uploading and deleting the appropriate files and resubmitting in the Biddingo platform prior to the closing date and time. MLHU will only receive the latest submission. Resubmissions will override prior submissions.
3. Proponents submitting a revised Proposal must re-submit all required documentation stated in the RFP. Failure to submit all required forms will result in disqualification.

iv. Withdrawal of Bids

1. Proposals may be withdrawn at any time prior to the Proposal closing time and date.

v. Late Submissions

1. Proposals received after the specified date and time of Proposal closing will not be accepted.

vi. Online Submission of Proposals

1. Submissions **MUST** be made through the following public portal: www.biddingo.com/healthunit
Proponents are responsible for ensuring that their proposal is submitted prior to the **closing date and time**.
2. To download documents and start a submission, click the **Solicitation Document(s)** link. Click **Online Submission** to access Biddingo's Electronic Bidding System to upload and submit a proposal.
3. For technical support, please contact Biddingo directly at +1 (416) 756-0955 or via email at ebidding@biddingo.com. Biddingo offers free eBidding training sessions. Sign up today at www.biddingo.com/training.

vii. Successful Submissions

1. The uploading of documents alone does not constitute a successful submission. After the uploading of document(s), the Proponent **MUST** click on **Submit** before the **closing date and time**. A successful submission will generate an eReceipt, which will automatically be e-mailed to the Proponent.
2. Proponents should allow sufficient time in the preparation and uploading of proposals. Uploading large documents may take significant time, depending on the size of the file(s) and internet connection speeds. Proposals that are uploaded onto the system, but not submitted before the **closing date and time** will not be received by MLHU. The official countdown clock is the one that is displayed in the **eResponse** screen, which is accessed through the **Online Submission link**.
3. If a Proponent does not receive an eReceipt email, it should be assumed that their Proposal was not successfully received and should resubmit or contact Biddingo technical support.
4. Proponents are responsible for ensuring that their Proposal has been properly submitted through the Biddingo.com Electronic Bidding System. MLHU is not liable to any Proponent for any damages of any kind arising out of or related to the Proponent's use of the Biddingo.com Electronic Bidding System, including, but not limited to, any lost profits, lost opportunity, special, incidental, direct, indirect, and consequential or punitive damages and Proponents waive any claim against MLHU for any such damages.
5. In the case of electronic Proposal submissions, MLHU shall not be responsible for technical issues such as network or power failures, computer failure, internet browser, and mistakes/errors in filling the Proposal that cause Proponents to submit Proposals after the deadline as specified in the RFP. Proposals received after the deadline will be deemed late and will not be considered even where a technical issue outside the Proponent's control caused the Proposal to be submitted late.

viii. Period of Acceptance

1. The proposal submission is to remain firm for acceptance and shall be irrevocable for a period of ninety (90) days from the RFP closing date.

ix. Rights Reserved by the Health Unit

1. MLHU is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP, site visits and selection interviews, if required. Furthermore, MLHU shall not be responsible for any liabilities, costs, expenses, loss, or damage incurred, sustained, or suffered by any Proponent, prior or subsequent to, by reason of any delay in the award of the proposal.
2. The MLHU has used all reasonable efforts in compiling the RFP. However, it will not be liable to respondents or any third party for any inaccuracy or omission in the RFP or any additional information the MLHU may provide as part of the RFP process.
3. The lowest proposal will not necessarily be accepted. MLHU reserves the right to accept/reject any or all proposals and/or reissue the RFP in its original or revised form.
4. MLHU reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
5. MLHU reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.
6. MLHU reserves the right to cancel this RFP at any time, without penalty or cost to MLHU. This RFP should not be considered a commitment by MLHU to enter into any contract.
7. In the event of any disagreement between MLHU and Proponent(s) regarding the interpretation of the provisions of the RFP, the MLHU Chief Executive Officer (CEO) or an individual acting in that capacity, shall make the final determination as to interpretation.
8. Any reports, drawings and records generated by the Proponent under this program become the property of the MLHU.

x. Treatment of Information

1. The information submitted in response to this RFP will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 as amended. The information collected will be used solely for the purposes stated in this request.
2. The Proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in this section of the RFP.
3. The Proponent acknowledges that they may have access to and be entrusted with confidential information while providing product and/or services under the RFP and when responding to this RFP. The Proponents covenant and agree with MLHU that during the RFP process or any time thereafter, they shall not disclose any confidential information of MLHU to any other person, firm, body corporate or other entity, nor will they use same for any purpose other than the purpose of rendering the products and/or services under this RFP.
4. The Proponent agrees to ensure confidentiality and security of Confidential, Personal Information and Personal Health Information under the custody and control of Middlesex-London Health Unit ("MLHU") for purposes as required or permitted under applicable provincial and municipal legislation, including but not limited to, the Health Protection and Promotion Act, R.S.O. 1990, c. H.7 ("HPPA"), Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M. ("MFIPPA"), and Personal Health Information Protection Act, S.O. 2004, c. 3 ("PHIPA").

6.0 SUBMISSION REQUIREMENTS AT TIME OF CLOSING

i. Specific Requirements

Proponents are required to submit the following with their proposal. **FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL BEING REJECTED.**

1. Signed Form of Proposal. This **MUST** include a signature by an individual with authority to bind their organization. Failure to submit a signed Form of Proposal, specified Appendices and all the required forms will result in disqualification of the Proposal.
2. Your Proposal Document submission should follow the following format:
 1. Title page which will include the Proponent's legal name, address, telephone number, e-mail address and name of primary contact and date.
 2. Identification of the firm's experience in undertaking similar contracts or providing similar products and/or services, along with references which are to include the name of the organization, the contact person, telephone number and address and value of the contract. Any references related to other Health Units operating in the Province of Ontario will take preference.
 3. Provide profiles of the key individuals who will be servicing MLHU's account including background, education, and experience.
 4. Describe the methodology, the phases, and deliverables for each phase of the project. Proponents are encouraged to discuss additional activities that might be necessary within the proposal.
 5. Provide a list of proposed subcontractors, if applicable.
 6. Identify resources (staff and/or materials) required from MLHU to assist with this project. Identify any data, level of involvement, commitment, and deliverables the Proponent expects from MLHU.
 7. Provide a detailed project schedule/work plan. The schedule must include the phases and major tasks to be undertaken with corresponding dates of completion. It should include key milestones, meeting dates and critical path decisions. Proponents are to identify the allowances made for meetings. It should be broken out by each task/activity and the working hours of each team member and associated costs.
 8. Pricing details must be included as requested for your proposal and any requested break-down details.
 9. Provide assurances for secure handling of non-public information, systems security, financial sustainability, insurance coverage, exposure to litigation and corporate governance.
 10. Describe your ability to attend relevant Senior Leadership Team Meetings and provide written performance reporting relating to key performance indicators.
 11. Identify any anticipated opportunities and/or challenges with an external legal services roster and/or any value-added services available to MLHU.

7.0 EVALUATION CRITERIA

i. Evaluation Team

Proposals will be evaluated by an evaluation team with representation from key functional areas including Procurement, Privacy and Risk, Finance, Human Resources/Labour Relations, Executive Leadership and Governance.

BY RESPONDING TO THIS RFP, PROPONENTS ACKNOWLEDGE THAT THE EVALUATION TEAM IS SOLELY RESPONSIBLE FOR RECOMMENDING THE SELECTED PROPONENT TO THE CEO AND THE BOARD OF HEALTH.

ii. Evaluation Criteria

All proposals will be evaluated in their entirety. A comprehensive evaluation of each proposal based on the requirements of this RFP will be completed to determine the successful Proponent.

The evaluation criteria will be based on, but not limited to, the following:

1. Corporate Profile and Experience (25 Points)

- a. Company profile including size of firm, number of years in business under this name (or other name) and the address of the firm's base of operations from which services will be provided to MLHU.
- b. Provide a general description of the Proponent's practice, including specific expertise to provide legal services for the applicable practice area. Provide an outline of the number of licensed individuals in your firm who practice for the applicable practice areas and the disclosure of any potential conflict(s) of interest.
- c. Provide three (3) relevant business reference examples at a minimum, from the past five (5) years to demonstrate performance in similar services. The examples should be detailed and convey the level of expertise and services provided. The references should include clients of similar size and complexity to MLHU.

2. Counsel Team (25 Points)

- a. Proponents shall designate one (1) lawyer to be the Designated Counsel to handle all matters and requests made by MLHU for each practice area. The Designated Counsel shall have at least five (5) years of post-call experience in the practice area for which they are proposing to provide legal services.
- b. Provide the names and titles of the designated legal counsel and any other legal counsel proposed in the counsel team including the year of call to the Bar. Attach a brief biographical profile of each individual assigned to MLHU's account. Include relevant experience with the description of the nature and the extent of the experience in the practice area(s) for each lawyer proposed to work on assignments.

3. Approach and Work Plan (10 Points)

- a. Provide a work plan setting out how the Proponent would ensure that the work will be assigned and performed by the appropriate level of counsel or staff (including any work that may be assigned to students and law clerks), such that quality of

advice, cost effectiveness and avoidance of duplication of work will be achieved. Explain how your legal team will provide leadership, guidance, and support. Proponents should confirm their ability to work with electronic document management/sharing as well as in the context of electronic hearings.

4. Communication Plan (15 Points)

- a. Provide a detailed communication plan with MLHU. Detail how your legal team will provide ongoing communications with MLHU including but not limited to the response time for returning telephone calls and emails:
 - i. Urgent (deemed urgent by the client) – MLHU requires a maximum response time of twenty-four (24) hours.
 - ii. General - MLHU requires a maximum response time of forty-eight (48) hours.

5. Value Added Services (5 Points)

- a. Provide information on any value-added services offered. Describe any discounts that may be offered to MLHU or provide options for reduced fees. Proponents are reminded not to include pricing information in their Technical Proposal.

Proposals will need to achieve the minimum benchmark score of 75% (60 out of 80 points) based on evaluation of the technical criteria. Proposals which do not meet the minimum benchmark score required will not be given any further consideration.

6. Financial Proposal (20 Points)

Financial points will only be awarded to Proponents who have achieved a minimum benchmark score of 75%. Proponents shall provide the hourly billing rate for each lawyer and staff member the Proponent proposes for each practice area.

Hourly rates provided by Proponents shall be evaluated based upon the average hourly rate. The Hourly Rate – Year 1 shall be totaled, and the total shall be divided by the number of team members provided in each practice area. The Average Hourly Rate – Year 1 shall be a simple average calculated for the purposes of evaluation only and shall not be used in the pricing of any Assignment.

Note: If more than one fee is submitted for each position, the higher fee shall be used for the purposes of evaluation.

The Proponent submission with the lowest Average Hourly Rate – Year 1 will receive the maximum score (20 points) for the Financial Proposal for each practice area. The remaining will each receive a pro-rated score in accordance with the following formula:

Lowest Average Hourly Rate ÷ Proponents Average Hourly Rate x Maximum Financial Points = Proponents Points

Category	Maximum Weight Points
Technical Proposal	
1. Corporate Profile and Experience	25
2. Counsel Team	25
3. Approach and Work Plan	10
4. Communication Plan	15
5. Value Added Services	5
Subtotal - Technical Proposal	80
Does technical score achieve benchmark score of 75%?	Yes / No
Financial Proposal	20
Total Available Points	100

NOTE: The Bidder Submission with the lowest Average Hourly Rate will receive the maximum score (30 points) for the Average Hourly Rate category. The remaining proposals will each receive a pro-rated Average Hourly Rate Score in accordance with the following formula:

$$\text{Average Hourly Rate Score} = (\text{Lowest Priced Average Hourly Rate} / \text{Average Hourly Rate}) \times 30 \text{ (assigned weighting for Average Hourly Rate)}$$

Note: Interview and Presentation

At MLHU’s sole discretion, interviews and presentations may be requested to provide an oral presentation to clarify or otherwise demonstrate the information contained in support of their proposals.

MLHU reserves the right to request specific team members be in attendance based on assigned responsibilities.

Interview and Presentation agenda:

- i. Brief introduction of Evaluation team and Proponent’s team;
- ii. Presentation by the Proponent; and
- iii. Question and answer period.

The interview and presentation for short-listed Proponents based on their initial scoring will be assessed on the following criteria and weighting:

Criteria	Weighting (Points)
Presentation by the Proponent	5
Attention to concerns and questions	5
Overall completeness and suitability of the Proponent	5

iii. **Selection Process**

1. Receive written responses from Proponents.
2. Evaluate Proposals.
3. Follow-Up Interviews (if required).
4. Recommendation to CEO/BOH.
5. RFP Award.
6. Written agreement or contract in a format satisfactory to MLHU.

8.0 REQUIREMENTS AT TIME OF EXECUTION

i. **Documents**

Subject to an award of the RFP, the successful Proponent is required to submit the following documentation in a form satisfactory to MLHU for execution within ten (10) working days after being notified to do so in writing:

ii. **Insurance and Indemnification**

The successful Proponent shall at its own expense obtain and maintain until the termination of the contract, and provide MLHU with evidence of:

1. Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000) Canadian dollars and shall include MLHU as an additional insured with respect to the successful Proponent's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
2. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this contract by the successful Proponent and their agents, officers, or employees in an amount not less than two million (\$2,000,000) per claim. If coverage is on a claims made basis, then an extended reporting period of not less than 24 months shall be included in the professional liability insurance coverage.
3. Cyber insurance coverage in an amount appropriate for potential loss or damages to MLHU with specified limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include, but not be limited to, claims involving cyber risks including extortion and network security. The cyber liability policy must be endorsed to cover the full replacement value of intentional and/or unintentional damage to, alteration of, loss of, unintentional release and/or destruction of intangible property (including but not limited to confidential information or data) that is in the care, custody, or control of the Proponent. If a claim is made, the policy shall be kept in force, or a Tail policy placed, for two (2) years.

4. Professional Indemnity Insurance which is compulsory for all lawyers and acts as professional liability coverage for the profession.
5. Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of the final contract.
6. The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies MLHU in writing at least thirty (30) days prior to the effective date of cancellation or expiry. MLHU reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as MLHU may reasonably require.
7. The successful Proponent shall not commence services until such time as satisfactory evidence of insurance has been approved by the Manager - Procurement and Operations. The successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
8. The successful Proponent shall indemnify and hold MLHU harmless from and against any liability, loss, claims, demands, costs, and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees, or other persons for whom the successful Proponent is legally responsible.

Optional Insurance:

1. Crime/Fidelity Coverage: When the successful Proponent will have access to funds or property of MLHU without supervision of MLHU employees. The successful Proponent shall furnish MLHU with a comprehensive (3D) Dishonesty Disappearance and Destruction Blanket Position Policy in the amount of \$20,000 per employee. MLHU shall be shown on the policy as a named Obligee, with respect to incidents arising from work performed under the contract.
2. Tenant's Legal Liability: When a third party will be occupying part or all of a MLHU facility for their exclusive use, even for a short time (e.g., contractor utilizing a room for their office space while working on a project), the General Liability in section a) above covers damage to the entire facility, while the TLL covers any damage to other spaces the third party is occupying. The amount of insurance is based on the amount of space that the tenant is occupying, generally estimated based on \$125 per square foot. The successful Proponent shall carry tenant's legal liability insurance coverage on the space in the amount of not less than \$100,000.

iii. Workplace Safety and Insurance Board

1. The successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of services. The successful Proponent further agrees to maintain their WSIB account in good standing throughout the contract period.
2. MLHU will require the successful Proponent to produce a Clearance Certificate from WSIB from time to time during the contract on request and/or prior to final payment.
3. If the successful Proponent is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to MLHU prior to commencement of work.

iv. Safety Policies, Procedures and Related Documentation

The successful Proponent is required at the time of execution to submit one (1) copy of each of the following items:

1. Their firm's written health and safety policy and program where required under Section 25 (2) (j) of the Occupational Health and Safety Act. Where not required under 25(4), successful Proponents are asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.
2. Proponents may be required to provide additional documentation/ policies / procedures as applicable and as outlined in the contract requirements. These additional requirements, if any, will be found in the contract document.

9.0 TERMS AND CONDITIONS

i. General Provisions

1. The successful Proponent acknowledges that it will be providing the services set out in this RFP as an independent contractor. Nothing in this RFP or in any subsequent agreement shall deem the successful Proponent or MLHU as the agent, employee, partner, or joint venture of the other. As an independent contractor, the successful Bidder acknowledges that it shall be solely responsible for determining the means and methods of performing the services, subject to the requirements of this RFP and any subsequent agreement.
2. All employees of the successful Proponent shall be under the sole supervision of the Proponent. The Proponent shall be responsible for providing all equipment, vehicles, communication equipment and any other equipment required by the successful Proponent to complete the services. The successful Proponent shall also be responsible for all expenses relating to its employees.

ii. General Conditions, Instructions & Information For Proponents

1. DEFINITIONS PERTAINING TO THE CONDITIONS, INSTRUCTIONS & INFORMATION LISTED BELOW

Request for bids: is used in place of request for tender, quote, proposal, and information in the appropriate context.

Bidder: a person, corporation or other entity that responds, or intends to respond to a request for bids

Successful Bidder (seller): a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for bids.

Health Unit: used in place of Middlesex London Health Unit

2. QUANTITY USAGE

Whenever requests for bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the Health Unit as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information ONLY and will be used for tabulation and presentation of bid prices and the Health Unit reserves the right to increase or decrease quantities as required.

3. BRAND NAMES

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the Health Unit does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. However, if a product other than the specified is bid, it is the Bidder's responsibility to name such product within the submitted document and to prove to the Health Unit that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The Health Unit shall be the judge concerning the merits of bids submitted.

4. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this request for bids shall be new. The items must be new, the latest model, of the best quality and highest-grade workmanship.

5. ACCEPTANCE OF MATERIAL

The material delivered under this request for bids shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the Health Unit and must comply with the terms herein and be fully in accordance with the specifications and of the highest quality. In the event the material and/or service supplied to the Health Unit is found to be defective or does not conform to specifications, the Health Unit reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

6. VARIATIONS TO SPECIFICATIONS

For purposes of evaluation, Bidders MUST indicate any variances from the specifications, terms and/or conditions, no matter how slight. If variations are not stated or referenced in the space provided on the Form of Tender/Quotation, it will be assumed the product or service fully complies with the Health Unit's specifications, terms, and conditions.

7. DELIVERY

Time will be of the essence for any orders placed as a result of this request for bids. The Health Unit reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made at the time(s) specified.

8. DEFAULT PROVISION

In cases of default by the Successful Bidder, the Health Unit may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Bidder responsible for any excess costs occasioned or incurred thereby.

9. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

10. SAFETY STANDARDS

The Bidder warrants that the product supplied to the Health Unit conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

11. MANUFACTURER'S CERTIFICATION

The Health Unit reserves the right to request from the Bidder separate manufacturer's certification of all statements made in the bid document.

12. SIGNED BID TO BE CONSIDERED AN OFFER

The submission of a signed bid document to the Health Unit shall be deemed to constitute an "Offer" which may be accepted, at the option of the Health Unit by:

a) written acknowledgement of acceptance, OR b) the issuance of a purchase order, contract, or legal agreement

And upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the Health Unit and the Bidder.

Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

13. DISCREPANCIES AND OMISSIONS

Should the Bidder find discrepancies in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall notify the Manager, Procurement and Operations, who may, if necessary, send written Addenda to all registered Bidders.

14. SPECIFICATIONS

No Successful Bidder is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

15. BID ATTACHMENTS

A response to a request for bids which has attached a condition of sale or any other attachment which alters the specifications, conditions, or terms, or makes it subordinate, may be cause for rejection.

16. SUCCESSORS AND ASSIGNS

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

17. WARRANTY

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the Health Unit, the Successful Bidder will at any time within 3 months of delivery thereof, and at their expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials, or workmanship.

18. LAWS

It is agreed that the goods and services supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.

iii. Contract Period

1. Upon acceptance of the proposal by MLHU, an award letter will be issued to the successful Proponent(s) and subsequently a contract retainer will be developed and issued.
2. The contract period will be for at least three (3) years, contingent on MLHU receiving sustained funding.
3. MLHU at its absolute sole discretion has the option to renew the contract for one (1), two (2) or three (3) additional year period(s). In determining to renew the contract, MLHU will consider the following, but not limited to: price, service metrics, and funding.

iv. Damaged or Defective Material

All damaged or defective material shall be removed by the supplier at their own expense and replaced with acceptable materials immediately. The successful Proponent is expected to honour all manufacturer's product warranties.

v. Assignment

Following award of the contract, the selected Proponent shall not, without written consent of the Manager - Procurement and Operations, make any assignment or any subcontract for the execution of any product or service hereby proposed.

vi. Exclusion of Proponent in Litigation

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

vii. Exclusion of Proponent Due To Poor Performance

1. The CEO shall document evidence and advise the Manager - Procurement and Operations in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms, and conditions or for Health and Safety violations.
2. The CEO may, in consultation with its Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.

viii. Successful Proponents Responsibilities

1. The successful Proponent shall be responsible for and give adequate attention to the performance and completion of the work in accordance with the terms of this RFP and the specifications hereto. The Proponent shall be responsible for the supply of all labour, materials, and equipment necessary to complete this project.

2. The successful Proponent shall at all times have on the work site, as their agent, a supervisor who is a “competent” person capable of reading and thoroughly understanding specifications and is experienced in the type of work being performed. A “competent” person is defined in Section 1(1) of the Ontario Occupational Health and Safety Act.

ix. Safety Requirements

The successful Proponent shall adhere to the following requirements (as applicable):

1. They shall perform all work and deliver all services under the contract in accordance with requirements of the Ontario Occupational Health and Safety Act and applicable Regulations and their safety policy and procedures. Should circumstances of the job site render the successful bidder unable to comply with these requirements, the successful bidder shall immediately notify the MLHU contract representative.
2. The Proponent shall ensure the company’s management, supervisors and employees are trained, qualified and possess the necessary certifications to perform all work and deliver all services in compliance with any federal, provincial, and municipal regulatory codes, acts, laws, and by-laws. (. i.e.: this may include training in Workplace Hazardous Material Information System, First Aid etc.)
3. The successful Proponent shall maintain, at the job site, MSDS for all hazardous materials and controlled products taken onto the job site.
4. The Proponent shall ensure that containers for any hazardous materials or controlled products used or stored on Health Unit premises are labeled in accordance with requirements of the Ontario Workplace Hazardous Materials Information System Regulation, and if used for containment of flammable liquids, conform to the requirements pertaining to flammable liquids handling and storage as set out in the Ontario Industrial Establishments Regulation and the Ontario Construction Projects Regulation, as applicable. All hazardous materials or controlled products will be removed from the site following completion of the contract, or sooner where practical and possible.
5. In the event of any dispute between the successful Proponent and MLHU with respect to the successful Proponent’s conformance with any contractual requirement respecting safety, the successful Proponent agrees that a determination of conformance shall be made by MLHU in its sole discretion.
6. The successful Proponent may be asked to complete MLHU’s Contractor Safety Checklist Pre-Construction/Pre-Work Meeting, prior to commencing with construction or maintenance projects.

x. Disputes

1. In cases of disputes as to whether the product(s) and/or service(s) rendered meets the conditions in the accepted proposal, the decision of the CEO for MLHU shall be final and binding on all parties.

10-0 WARRANTIES

The service provider hereby represents and warrants to and covenants with MLHU as follows:

- a) The service provider has full power and authority to enter into this Agreement and to observe, perform and comply with the terms and conditions of this Agreement, and all necessary acts and procedures have been taken to authorize this Agreement;
- b) The service provider shall comply with the standards of care, skill and diligence normally provided in the performance of services similar to those contemplated herein;

- c) All products applied under this Agreement have been indicated by the manufacturer to be appropriate for the services. The service provider warrants that it will use these products in compliance with the manufacturer's specifications and directions;
- d) The service provider holds, or will hold, all permits, licenses, consents, intellectual property rights, registrations, and authorities necessary to perform its obligations under this Agreement and the service provider shall comply with the terms and conditions of all such permits, licenses, consents, intellectual property rights, registrations, and authorities;
- e) The service provider shall comply with all applicable federal, provincial, and municipal laws, rules, orders, regulations, and by-laws in respect of the performance of this Agreement;
- f) The service provider shall not, in the performance of this Agreement, infringe or violate any patent, copyright, trade secret, trademark, industrial design, intellectual property right, or any other right of any person or entity; and
- g) The service provider is a corporation and is duly organized, registered, and validly existing under the laws of Ontario or Canada, and is qualified to do business wherever necessary to carry out the terms of this Agreement, and has not been dissolved or wound up.
- h) The successful Proponent has provided reasonable disclosure to MLHU of all information required to evaluate its bid. There is no material information that has not been disclosed to MLHU that would cause MLHU to reject the bid.
- i) There are no claims, lawsuits or other actions against the successful Proponent that would materially impact its ability to perform the services under the RFP.
- j) The successful Proponent is a registrant for the purposes of the Excise Tax Act and will be registered with an HST number during the time it performs the services under this RFP.
- k) Equipment that will be used to provide the services under this RFP is fully equipped with all emergency and safety features as is required by law and such features are in good working order.
- l) All information provided by the Proponent in response to this RFP shall be true and correct in all material respects.

11-0 FORM OF PROPOSAL

A SIGNED FORM OF PROPOSAL MUST BE INCLUDED IN YOUR ON-LINE SUBMISSION

(.pdf format is acceptable)

1. I/WE the undersigned hereby offer to provide External Legal Services Roster in accordance with the terms and conditions which will be deemed part of our agreement should this proposal be accepted, and as follows:

2. Please describe in detail any "special offers" that would exist.

3. Are your prices firm for a specified period? Yes _____ No _____

If yes, please state your pricing terms in full: _____

4. Please state terms of payment (Note: Early payment discounts will be considered in the award of the bid and will apply after taxes).

5. Please state the Payment Remittance Address (if different than the address indicated below):

6. I/WE DECLARE that no person, firm, or Corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below, has any interest in this RFP.

6. I/WE FURTHER DECLARE that this proposal is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a proposal for the same work and is in all respects fair without collusion or fraud.

7. I/WE FURTHER DECLARE that the several matters stated in the said proposal(s) are all in respect true.

8. I/WE have received and allowed for Addenda numbered as follows: _____(see Section 1-5).

Failure to acknowledge all addenda will result in your quotation being rejected.

COMPANY NAME:

ADDRESS:

CITY/PROVINCE:

POSTAL CODE/ZIP
CODE:

AUTHORIZED
SIGNATURE:

TITLE:

NAME (*Please print or
type*):

TELEPHONE NUMBER:

FAX
NUMBER:

HST REGISTRATION #:

EMAIL ADDRESS:

DATE OF PROPOSAL:

NOTE: Please return pages 28 and 29 on or before **4:30 p.m. EST, local time, Friday, June 28th, 2024.**

Appendix A – Sample General Retainer Agreement

Dear Sir/Madam,

RE: Retention of Legal Services

The Middlesex-London Health Unit (“MLHU”) has issued a request for proposal for an External Legal Services Roster and your firm _____ (the “Firm”) is successful in your proposal. As such, MLHU is retaining the Firm for the provision of legal services in the practice area(s) as provided in Schedule A, subject to the following terms and conditions:

1. Provision of Services

- a) Request for Proposal Number 24-04 shall form an integral part of this retainer agreement. If there is a conflict between this Agreement and the RFP, the term or condition more favourable to MLHU shall prevail, at the sole discretion of MLHU.
- b) MLHU retains the Firm to provide, and the Firm agrees to provide MLHU with legal services in the practice areas noted in Schedule A as may be requested by MLHU from time to time in accordance with its Legal Services Request procedure.
- c) This retainer is non-exclusive and there is no guarantee of any volume of work whatsoever. MLHU reserves the right, in its sole discretion, to engage other lawyers or law firms for legal services in any areas of law when MLHU determines that it is in its best interests to do so.

2. Term and Termination

- a) Subject to early termination, this retainer shall commence as of _____ for a term of three (3) years. If MLHU has requested legal services from the Firm and the services are not completely rendered at the expiry of the term of the retainer, at the sole discretion of the Chief Executive Officer (CEO), this retainer may be extended until the completion of such services.
- b) MLHU may terminate this retainer agreement or a specific assignment under this retainer agreement at any time prior to completion of the term with or without cause. In either case, the Firm will receive payment proportionate to the services satisfactorily performed to the date the Firm’s services are terminated.

3. Personnel

- a) The Relationship Manager, the Practice Lead(s), and the legal counsel of the Firm as provided in Schedule A (any one of which is an “External Counsel”) will provide legal services to MLHU upon request.
- b) The Relationship Manager, as provided in Schedule A, is the principal contact of the Firm and will manage the Firm’s relationship with MLHU. The Practice Lead(s) as provided in Schedule A is the principal contact of the Firm with regards to the

particular practice area. The CEO is the principal contact for MLHU but may assign the Chair of the Board of Health or a staff delegate for individual assignments.

- c) The Firm represents and warrants that:
- (i) all External Counsel and paralegals involved in the delivery of legal services to MLHU are members in good standing with the Law Society of Upper Canada;
 - (ii) in addition to its obligations regarding conflicts of interests pursuant to the Law Society of Upper Canada's Rules of Professional Conduct, it will notify MLHU of any circumstances of which it becomes aware in which the Firm or any partner, associate, or employee of the Firm reasonably could be perceived to have a conflict of interest in connection with this retainer as soon as it becomes aware of any conflict of interest and before any further services are provided, and that it will evoke its conflict of interest protocol as provided in the Proposal Submission to ensure that MLHU's interests are protected in such circumstances;
 - (iii) all of its External Counsel will carry out the practice of law professionally and with integrity, and in accordance with the Rules of Professional Conduct as established by the Law Society of Upper Canada;
 - (iv) all of its External Counsel have obtained and maintained adequate insurance with LawPro.
- d) In the course of the retainer, the MLHU CEO may request changes in the personnel assigned to handle a matter if the CEO is of the view that the personnel assigned is not suitable to handle the matter.
- e) In the course of the retainer, the Firm may submit changes to its External Counsel team for the MLHU delegate's approval, which approval shall not be unreasonably withheld. No changes to the amount of the rates as set forth in the retainer agreement shall be permitted without the approval of the CEO.
- f) The Firm shall ensure that any proposed replacement for any counsel team members will be replaced by individuals of equivalent expertise in order to minimize any negative impact on the work. The Firm shall be responsible for any impact on any matter assigned as a result of such changes (including any additional costs incurred as a result of the transition) unless such changes are requested by MLHU and **not** as a result of a performance issue with the External Counsel team member(s). MLHU will not pay for the time spent by the new External Counsel to get acquainted with a file as a result of the Firm's proposed personnel changes.
- g) The Designated Counsel and any other legal counsel of the Firm as provided in Schedule B (any one of which is an "External Counsel") will provide legal services to MLHU at the rates listed upon request.

4. Obtaining Instructions

- a) For each file where legal services are requested, the CEO, Chair of the Board of Health, or other designated staff person, if any, will provide instructions to External Counsel, orally and/or in writing.
- b) Unless otherwise agreed upon on a case-by-case basis, External Counsel shall obtain prior approval by the CEO with respect to the content of any pleadings, motion records, affidavits, agreements, and any significant correspondences or documentation that outlines or alters the MLHU's position in a matter.
- c) External counsel shall also seek instructions from MLHU prior to:
 - (i) the retaining of experts;
 - (ii) engaging in settlement negotiations or case conferences;
 - (iii) scheduling examinations for discovery, mediations, settlement conferences, or any other court and tribunal appearances;
 - (iv) engaging with other MLHU staff directly in the course of handling a matter without the involvement of the CEO or designate, as applicable;
 - (v) engaging in extensive legal research on any matter;
 - (vi) involving other External Counsel at the Firm to provide legal services on the same matter.

5. Reporting

- a) External counsel shall inform the CEO or their delegate of all relevant dates with respect to managing a file as soon as the dates are known.
- b) External counsel shall provide the CEO or their delegate with copies of all pleadings, motion records, research, draft agreements, correspondences, and other documentation when received.
- c) External counsel shall provide same day updates of all significant developments in a file to the CEO or their delegate, such as meetings with opposing counsel or other parties, results of settlement negotiations, agreement negotiations, court, or tribunal appearances etc.

6. Ownership of Materials

- (a) The Firm agrees that any copyright to any materials, documents, opinions, reports assembled or prepared by the Firm in the course of providing services to MLHU under this retainer (collectively the "Materials"), will be the sole property of MLHU. The Firm hereby transfers and assigns all such copyright in favour of MLHU. The Firm will also obtain a waiver of moral rights in favour of MLHU in the Materials from those authors employed by the Firm used to prepare the Materials under this retainer.
- (b) MLHU may use the Materials for any purposes as determined by MLHU.

- (c) For greater clarity, "Materials" include any legal opinion or research memorandum, or other expert reports or research materials prepared by any personnel of, or experts retained by the Firm in the course of providing legal services to MLHU.

7. Fees, Disbursements & Payment

- a) Subject to the terms of the RFP, MLHU shall pay the Firm for the services rendered at the agreed upon rates as set out in Schedule B of this retainer agreement. These rates shall remain in effect during the term of this retainer. MLHU will also pay for reasonable disbursements at cost.
- b) MLHU will make payment either by cheque, electronic funds transfer ("EFT") or credit card. MLHU will not pay any additional administrative charges on payments.
- c) In addition to any other provisions of this agreement, MLHU will not pay for:
 - (i) expenses arising from ineffective file management;
 - (ii) staffing inefficiencies caused by the unavailability of firm personnel;
 - (iii) routine administrative tasks such as scheduling meetings or attendances, preparations of accounts, file organizations, form letter etc.;
 - (iv) hourly rates of legal counsel in transit, except for mileage charges to be reimbursed in accordance with MLHU established rates or other transportation charges as agreed upon in advance by the Instructing Lawyer; or
 - (v) work that is not completed to the reasonable satisfaction of MLHU.
- d) Invoices submitted to MLHU for payment shall be submitted to the Finance Department and shall contain the following information:
 - (i) the names and position of all billable personnel involved in providing the services;
 - (ii) description of the services rendered, including the dates and time spent;
 - (iii) the hourly rate or other rate structure applicable to the matter at hand;
 - (iv) detailed itemization of disbursements;
 - (v) the Firm's GST/HST number; and
 - (vi) the signature of the Relationship Manager or Practice Lead.

- e) The Firm shall submit invoices monthly.
- f) Payment will be made within thirty (30) days upon receipt of the invoice, unless MLHU seeks clarification of or disputes the charges contained therein. MLHU does not pay interest on past due payments.
- g) MLHU will make payment either by cheque, electronic funds transfer (“EFT”) or Visa card. MLHU will not pay any additional administrative charges on payments.
- h) Accounts shall be rendered prior to December 31st of each year. Any accounts received more than thirty (30) days after December 31st of the year of service provided will not be paid.

8. Information Collection and Disclosure Requests

- a) The Firm acknowledges and agrees that MLHU is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (“MFIPPA”) and *Personal Health Information Protection Act, 2004* (“PHIPA”). In the event of an access request under MFIPPA or PHIPA, for records in the control of MLHU that may be in the possession of the Firm, the Firm agrees to cooperate in identifying, copying, and returning such records to .
- b) If in the course of carrying out the services under the retainer agreement, the Firm collects or receives personal information, the Firm agrees to do so, and it will only use, disclose, or destroy such information, in accordance with the provisions of MFIPPA and PHIPA.

9. Indemnity

The Firm shall defend, indemnify and save harmless MLHU, its officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Firm, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Firm in accordance with this Contract and shall survive this Contract.

10. Notice

Middlesex-London Health Unit
Citi Plaza 110-355 Wellington Street
London, ON
N6A 3N7
Attn: CEO

Firm: (insert details)

Notices shall be deemed to be given five (5) business days after they are delivered by pre-paid postage. If delivered personally or by courier, it shall be deemed delivered one (1) business day after it has been received by the other party. If delivered by email, it shall be deemed to be delivered on the day it is sent.

11. No Assignment

The Firm may not assign or transfer in whole or in part the retainer agreement or rights and obligations under this retainer agreement to any other firm or individual, without the prior written consent of the CEO, which consent may not be unreasonably withheld.

12. Entire Agreement

This Retainer Agreement, including all Schedules thereto, shall be the entire agreement between the Firm and MLHU, and supersedes all prior understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of the Agreement.

13. Records, Inspection, Audits

MLHU will have the right, upon reasonable notice, to full access of the accounts and records of the Firm in respect of the work done by it on behalf of MLHU. The Firm shall keep all such records during the term of the retainer and for at least seven (7) years following its termination or expiry.

14. Agreement Binding

This retainer agreement shall endure to the benefit of, and be binding upon the parties and their successors, executors, administrators, and their permitted assigns.

15. Survival

Section 9 of this Agreement and Terms of Request for Proposal Number 24-04 shall survive the termination of this retainer agreement.

If you are in agreement with the foregoing terms and conditions, please execute and return a copy of this retainer agreement to MLHU, to the attention of Warren Dallin, Manager - Procurement & Operations, as soon as possible.

We look forward to collaborating with you.

On behalf of _____, I am in agreement with the preceding terms and conditions.

Name

Witness

Title

Date

Schedule "A" Practice Areas:

Schedule "B" Legal Counsel and Fee Rates:

MIDDLESEX-LONDON BOARD OF HEALTH

REPORT NO. 12-24FFC

TO: Chair and Members of the Finance and Facilities Committee

FROM: Emily Williams, Chief Executive Officer
Dr. Joanne Kearon, Acting Medical Officer of Health

DATE: 2024 September 19

EMPLOYEE BENEFITS AND EFAP – REQUEST FOR PROPOSAL AWARDS

Recommendation

It is recommended that the Finance and Facilities Committee recommend to the Board of Health to receive Report No. 12-24FFC re: “Employee Benefits – Request for Proposal Awards” for information.

Report Highlights

- Our current employee benefits plan and Employee Family Assistance Program (EFAP) contracts end on December 31st, 2024. An RFP was issued to seek current competitive bids on these services ([Appendix A](#)).
- The evaluation team scored each bid based on four categories: competitiveness of costs, service, disability management and value-added innovative products and wellness solutions.
- Manulife, partnered with Telus Health for EFAP, was the successful proponent, with a cost savings of \$234,360 annually.
- The new plans will be effective January 1st, 2025.

Background

The Middlesex-London Health Unit has been with Canada Life (formerly Great West Life) for employee benefits since 2013 and with Homewood Health for the Employee and Family Assistance program (EFAP) since 2016.

The Middlesex-London Health Unit’s current employee benefit plan with Canada Life and EFAP contract with Homewood Health end their terms on December 31, 2024. It is common industry practice to go to market for carriers after 5 years with a provider. In 2018, MLHU was able to negotiate discounted rates with Canada Life (Great West Life) which were lower than the pre-marketing rates of 2012 in the absence of a marketing. In April of 2024, an RFP was issued to seek competitive bids on benefits and EFAP providers ([Appendix A](#)).

Process

The Evaluation Team was made up of the Manager - Procurement and Operations, Associate Director - Human Resources and Labour Relations, Health and Safety Advisor, Payroll and Benefits Administrator and an ONA and CUPE representative. AON is MLHU's broker who provides benefit plan administration support, which includes market research and competitive pricing analysis. The AON team supported the RFP committee through the process based on their expertise in benefits, EFAP programs and experience with different carriers.

The Evaluation Team reviewed and scored the proposal of 4 bidders for benefits and 3 bidders for EFAP.

The bidders were evaluated in the following categories:

- Competitiveness of costs (50%)
- Service (30%)
- Disability management (10%)
- Value-Added innovative products and wellness solutions (10%)

The bidder with the top score for benefits and EFAP was requested to present in person to the Evaluation Team to provide additional information and answer questions.

All aspects of the process are in alignment with the Health Unit's Policy G-230 on Procurement and the Province's Broader Public Sector Procurement Directive.

Results

Manulife, partnered with Telus Health for EFAP, was the successful company awarded in this Request for Proposal with the dollar amount of \$445,855 for the benefits and EFAP. This will be a cost savings to the Health Unit of \$234,360 annually.

Next Steps

Kicking off the provider transition project will begin early September 2024 with the development of a joint Manulife/MLHU onboarding team. The new benefits and EFAP plans with Manulife will be effective January 1, 2025.

This report was written by the Manager, Procurement and Operations and Associate Director, Human Resources and Labour Relations.



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



Joanne Kearon, MD, MSc, MPH, CCFP, FRCPC
Acting Medical Officer of Health

This report refers to the following principle(s) set out in Policy G-490, Appendix A:

- The fiduciary requirements as outlined in the [Ontario Public Health Standards: Requirements for Programs, Services and Accountability](#).
- Policy G-230 on Procurement
- Ontario Broader Public Sector Procurement Directive

This topic has been reviewed to be in alignment with goals under the Middlesex-London Health Unit's [Anti-Black Racism Plan](#) and [Taking Action for Reconciliation](#), specifically to ensure equitable participation in this request for proposal and to ensure that bidders' align with the Health Unit's mandate and mission.



RFP 24-03

**REQUEST FOR PROPOSAL
Benefits and Employee & Family Assistance Program**

Issued: **Friday, April 26th, 2024**

Please note that MLHU will only accept **electronic submissions** via the Biddingo E-Bidding platform.

Submission Deadline: **Friday, May 24th, 2024 on or before 12:00 noon, local time.**

Middlesex-London Health Unit Request for Proposal 24-03 Benefits and EFAP

Statement of Confidentiality

Although the fact that this RFP has been issued is not in and of itself confidential, its contents are considered to be highly confidential. Due to the highly confidential nature of the material enclosed in this documentation, including but not limited to the plan design, the plan funding and contribution bases and the employee census itself, should any information be circulated to or be obtained by anyone at MLHU, as a result of anyone within your organization making such material “public”, your company’s response to this RFP will be immediately rejected and eliminated from further consideration.

1.0 PURPOSE

The Middlesex-London Health Unit (hereinafter referred to as MLHU) is issuing a Request for Proposal (RFP) to seek competitive bids for our Benefits and Employee & Family Assistance Program (EFAP).

2.0 BACKGROUND

Like the 34 other health units in Ontario, the Middlesex-London Health Unit delivers the programs and services that are included in the *Health Protection and Promotion Act (HPPA)* to those who live in London and Middlesex County. The Health Unit’s goal is to watch for, identify and address the public health issues that can affect those who live in our community, as well as their families and neighbours. MLHU staff promote healthy living and identify community needs. Staff work in schools and in immunization clinics; they also work with families to support their needs; they inspect restaurants and businesses that sell food, swimming pools, tattoo shops, hairdressers, nail salons, spas and more. In addition, members of this team of professionals provide dental services to people who need them, do research in our communities and work with politicians and decision makers to create bylaws and guidelines that lead to healthier communities.

The Middlesex-London Health Unit provides services and programs at its main office in downtown London, located at 355 Wellington Street inside Citi Plaza. We also have 2 locations in Strathroy, located at 51 Front Street E. inside the Shops On Sydenham Mall.

3.0 RFP SCHEDULE

The following is a tentative timetable to assist Proponents:

Issue Date of RFP	Friday, April 26th, 2024
Deadline for Questions	Friday, May 3rd, 2024 12:00 noon, local time
Deadline for Issuing Addenda	Wednesday, May 8th, 2024
Submission Deadline	Friday, May 24th, 2024 on or before 12:00 noon, local time
Rectification/Interview Period	Up to 10 working days
Contract Negotiation Period	Up to 10 working days
Anticipated Award of Proposal by MLHU	Before June 28th, 2024

The RFP timetable is tentative only and may be changed by MLHU at any time.

4.0 SCOPE OF WORK

4-1 Overview

MLHU is conducting an evaluation of the group insurance marketplace in support of its governance obligations and will be assessing the competitiveness of the current financial and service arrangements. **The current contracts with MLHU expire December 31st, 2024.**

MLHU has partnered with AON, a consulting firm, to assist with proposal evaluations and negotiations with benefit and EFAP providers.

In this request, MLHU is looking for an organization(s) that offers cost effective, quality services that contribute to a positive employee experience. The following are the specific desired outcomes:

- Fulfill due diligence responsibilities to employees and the community they serve;
- Ensure cost affordability and predictability through competitive premium rates, expenses, and extended rate guarantees;
- Partnering with an insurance provider that delivers quality service, as well as access to efficient administrative tools & online reporting for MLHU and AON;
- Partnering with a disability management provider with a proven focus on prompt adjudication, return to work, and regular proactive communication to MLHU and the plan member;
- Partnering with an insurance provider with innovative products and Health and Wellness Solutions.

a) Program Overview in this proposal are:

- Basic Life Insurance
- Basic Accidental Death & Dismemberment
- Long Term Disability (For CUPE and Non-Union employees only)
- Short Term Disability – Self-Insured Salary Continuance (At Work Services)
- Extended Health Care
- Virtual Health Services (Currently Consult +)
- Dental
- Out of Province/Country and Travel Assistance
- EFAP

The current funding/financial arrangement for MLHU are summarized below:

1. The first policy covers Basic Life and AD&D, Long-Term Disability, Out-of-Country/Travel Assistance and EFAP which are premium based. The arrangement is Fully Insured, Non-Refund Accounting.

2. The second policy covers Extended Health Care (health, drug, vision) and Dental which is Budgeted Administrative Services Only (ASO).

ASO Expenses or Administrative Services Only: Calculated on deposit rates that are set based on claims activity for the previous 12 months, expected claims for the following year and the administrative fees incurred under the plan.

b) Existing Programs:

MLHU has been insured with the following insurers since:

1. Canada Life for benefits since 2013.
2. Homewood Health for EFAP since 2016.
3. RBC Insurance for Long-Term Disability Plan for ONA employees only – which is out of scope for this RFP.

As of April 11th, 2024, MLHU has 326 active employees, and 49 retired employees. **Active Employees includes Active, Inactive and Inactive with Benefits. Includes Full-Time, Part-Time, Casual and Temporary employees, but does not include Retirees or Students.*

For employee division and class structure, there are union groups as part of this plan;

4. There are 126 employees in the union class ONA.
 5. There are 144 employees in the union class CUPE.
 6. There are 56 in the class of union class Non-Union.
- Please refer to Appendix A for the Class Structure.
 - The current contracts and booklets are attached in Appendix B. There are eleven (11) files, listed from B1 to B11. Any deviations to the plan design, funding/financial arrangements, and/or administration must be clearly outlined in your proposal. If deviations are not identified, MLHU will understand this to mean you will match the existing plan design, provisions, and arrangement within your quoted rates and fees.
 - For Historical Experience and Disabled Life Listing, please refer to Appendix C. There are four (4) Excel Tabs to review.
 - For Monthly Rate History, please refer to Appendix D. There are three (3) Excel Tabs to review.
 - For Employee Census Data, please refer to Appendix E. There are two (2) Excel Tabs to review.
 - Employee EFAP Summary Excel File – outlining Program Requirements, Questionnaire, and Usage History – please refer to Appendix H. There are three (30) Excel Tabs to review.

c) Breakout of Services:

MLHU is prepared to consider placing business with multiple providers, when such an approach is viable from the perspective of:

- Little or no administrative complications
- Cost economies

The request for proposal may include coverage that your company is not prepared, nor suited to offer. We encourage proponents to bid on the entire package, or elements thereof based on your firm's capabilities. Maintaining certain coverage linkages should be assumed mandatory, such as:

- Life Insurance, AD&D, Long Term Disability, Extended Health Care, Dental Care, and OOC/Travel Assistance
- Life Insurance, AD&D, and Long-Term Disability
- Extended Health Care, Dental Care, and OOC/Travel Assistance
- EFAP

d) Contract Term:

1. MLHU is looking to secure a long-term contract for required services. This could be for five (5) years.
2. MLHU, at its absolute sole discretion, has the option to renew the contract for one (1), two (2) or three (3) additional year period(s).

4-2 General Requirements of the Proponent

MLHU is requesting proposals from firms (also known as Proponents) who are both interested and capable of supporting MLHU's program and:

- a) The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the RFP.
- b) The responses will be assessed according to how well they ensure the success of MLHU in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the Proponents expertise and competence.
- c) All information provided in response to this RFP must contain sufficient detail to support the services being proposed. **Incomplete submissions will not be considered.**
- d) All prices must be stated in **Canadian** funds. Prices must also be inclusive of any fees, customs, duty, and freight. HST shall not be included but shown as an extra, if applicable.

4-3 Specific Requirements of the Proponent

- a) All information provided in the proposal shall include sufficient details to support the proposed projects and ongoing efforts including key items to address such as:
 - Assigning a dedicated account manager (or supporting team) to support ongoing progress status and issue resolution reporting and to meet with the MLHU, as required.
 - If finalist meetings are deemed to be required, and your firm is chosen to be a finalist, carriers are expected to be in attendance of such a meeting at MLHU's London, Ontario Head Office. A finalist meeting date will be determined in the future based on the evaluation results.

- Should a change in provider(s) occur, MLHU is targeting a **June 28th, 2024** decision date with an expected program implementation date **January 1st, 2025**. Quoted premium rates and expenses must assume an effective date of **January 1st, 2025**, with implementation planning and communication beginning **September 2024**.
 - Online portal **and** mobile application to access programming.
- b) Proponents are being asked to provide proposals based on:
- The current plan designs
 - Current financial arrangements
 - Current Pooling arrangement
 - Plan Member Census Data
 - Rates & Expenses quoted net of commission for Life, AD&D, LTD, Health and Dental
 - Rates quoted net of commission for Virtual Health Care
 - Rates quoted net of commission for Salary Continuance Advice to Pay Services
 - Rates quoted net of commission for EFAP
- c) **Mandatory Requirements** include:
- Insurer Exhibit – Proposed Rates and Expenses Charges – attached as Appendix F. There are two (2) files listed as F and F1 for both Proposed Rates and ASO Pooling Expenses. The file F contains four (4) Excel Tabs to review.
Please provide your responses to the RFP in the exhibits provided for the current plan designs outlined in the policies provided in Appendix B.
 - Completion of Benefits Questionnaire - attached as Appendix G.
 - Completion of EFAP Questionnaire (Excel Tab #2) - attached as Appendix H.
 - Secure online and mobile portals for benefits knowledge and claims for staff and administrators.
 - Reporting of Claims Information. For administrative purposes, the provider is required to report claims data (periodically, as required) and to provide direct online access to the client and client's benefits broker to use reporting tools.
 - Experience with facilitating benefits and EFAP for mid-sized businesses/organizations.
- d) **Preferred Skills and Experience** include:
- Experience with or understanding of local public health agencies and/or public health sector agencies.
- e) **Service Level Expectations** are:

Service Levels for key components of the program must be outlined for areas such as:

1. Response and resolution standards for issues with provider's website and/or secure login portal, including troubleshooting "bugs", technical support, ongoing maintenance, and

critical/emergency responses.

2. Response and resolution standards for administrative inquiries by MLHU staff running the program.
3. Claims processing times are clearly articulated by claim type. Must include predeterminations and each additional claim type.
4. Reasonable customer service support response times for employee by email or phone are clearly articulated.
5. Timing to receive status reports, as requested.

4-4 Specific Responsibilities of MLHU

- a) Set-up and attend quarterly meetings.
- b) Answer questions and clarifications in a timely manner.
- c) Provide ongoing employee data.

5.0 SUBMISSION INSTRUCTIONS

5-1 Questions/Inquiries

- a) Inquiries regarding this RFP are to be directed within the Biddingo platform. Alternatively, Proponents can request direction and inquire to Warren Dallin, Manager - Procurement and Operations, by **phone at 519-617-0180 or e-mail to Warren.Dallin@mlhu.on.ca**. All contact, relating to this proposal, to any other MLHU official, employee or agent that is or could be remotely involved in this process shall cease during this RFP period. Inquiries must not be directed at other MLHU employees or Board of Health members. **Directing inquiries to other than the Manager - Procurement and Operations may result in your submission being rejected.**
- b) Any Proponent who requests and/or receives any information, with regards to the RFP Documents, by any person(s) other than the Procurement Representative or designate, may be disqualified from further consideration. Information offered from sources other than the Procurement Representative or designate with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, by any Proponent for any purpose. Information obtained from any source other than the Procurement Representative or designate will not be binding on MLHU.
- c) Each Proponent must review all proposal documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to MLHU in writing within the Biddingo platform, prior to **Friday, May 3rd, 2024 at 12:00 noon, local time.**
- d) All changes to or clarifications of the terms, conditions or specifications required before proposal closing must be requested within the Biddingo platform. Responses to all changes and/or clarifications will be issued by the Manager - Procurement and Operations to all Proponents in the form of a written Addendum. If Addenda are issued, their receipt must be acknowledged by the Proponent in the appropriate section of the Form of Proposal. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR PROPOSAL BEING REJECTED.**

5-2 Closing Date and Time

- a) Proposals must be signed, dated, and include all specified supplementary materials submitted through the following public electronic bidding system portal: www.biddingo.com/healthunit, no later than:

12:00 p.m. noon local time on Friday, May 24th , 2024

Mail, Email and Faxed submissions to MLHU will **NOT** be accepted.

Failure to submit a completed Form of Proposal (pages 20 and 21) will result in your Proposal being rejected.

- b) Respondents are solely responsible for ensuring Proposals are received in the Biddingo system prior to the closing date and time.
- c) Should your company choose not to participate, please provide a letter of declination stating the rationale for your decision.

5-3 Revisions of Bids

- a) Revisions to a submitted Proposal will be permitted if the revision is received prior to the RFP closing date and time. Revisions received after the RFP closing date and time will not be considered.
- b) Proponents can make changes to their submission by uploading and deleting the appropriate files and resubmitting in the Biddingo platform prior to the closing date and time. MLHU will only receive the latest submission. Resubmissions will override prior submissions.
- c) Proponents submitting a revised Proposal must re-submit all required documentation stated in the RFP. Failure to submit all required forms will result in disqualification.

5-4 Withdrawal of Bids

- a) Proposals may be withdrawn at any time prior to the Proposal closing time and date.

5-5 Late Submissions

- a) Proposals received after the specified date and time of Proposal closing will not be accepted.

5-6 Online Submission of Proposals

- a) Submissions **MUST** be made through the following public portal: www.biddingo.com/healthunit Proponents are responsible for ensuring that their proposal is submitted prior to the **closing date and time**.
- b) To download documents and start a submission, click the **Solicitation Document(s)** link. Click **Online Submission** to access Biddingo's Electronic Bidding System to upload and submit a proposal.
- c) For technical support, please contact Biddingo directly at +1 (416) 756-0955 or via email at ebidding@biddingo.com. Biddingo offers free eBidding training sessions. Sign up today at www.biddingo.com/training.

5-7 Successful Submissions

- a) The uploading of documents alone does not constitute a successful submission. After the uploading of document(s), the Proponent **MUST** click on **Submit** before the **closing date and**

time. A successful submission will generate an eReceipt, which will automatically be e-mailed to the Proponent.

- b) Proponents should allow sufficient time in the preparation and uploading of proposals. Uploading large documents may take significant time, depending on the size of the file(s) and internet connection speeds. Proposals that are uploaded onto the system, but not submitted before the **closing date and time** will not be received by MLHU. The official countdown clock is the one that is displayed in the **eResponse** screen, which is accessed through the **Online Submission link**.
- c) If a Proponent does not receive an eReceipt email, it should be assumed that their Proposal was not successfully received and should resubmit or contact Biddingo technical support.
- d) Proponents are responsible for ensuring that their Proposal has been properly submitted through the Biddingo.com Electronic Bidding System. MLHU is not liable to any Proponent for any damages of any kind arising out of or related to the Proponent's use of the Biddingo.com Electronic Bidding System, including, but not limited to, any lost profits, lost opportunity, special, incidental, direct, indirect, and consequential or punitive damages and Proponents waive any claim against MLHU for any such damages.
- e) In the case of electronic Proposal submissions, MLHU shall not be responsible for technical issues such as network or power failures, computer failure, internet browser, and mistakes/errors in filling the Proposal that cause Proponents to submit Proposals after the deadline as specified in the RFP. Proposals received after the deadline will be deemed late and will not be considered even where a technical issue outside the Proponent's control caused the Proposal to be submitted late.

5-8 Period of Acceptance

- a) The proposal submission is to remain firm for acceptance and shall be irrevocable for a period of ninety (90) days from the RFP closing date.

5-9 Rights Reserved by the Health Unit

- a) MLHU is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP, site visits and selection interviews, if required. Furthermore, MLHU shall not be responsible for any liabilities, costs, expenses, loss, or damage incurred, sustained, or suffered by any Proponent, prior or subsequent to, by reason of any delay in the award of the proposal.
- b) The MLHU has used all reasonable efforts in compiling the RFP. However, it will not be liable to respondents or any third party for any inaccuracy or omission in the RFP or any additional information the MLHU may provide as part of the RFP process.
- c) The lowest proposal will not necessarily be accepted. MLHU reserves the right to accept/reject any or all proposals and/or reissue the RFP in its original or revised form.
- d) MLHU reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
- e) MLHU reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.
- f) MLHU reserves the right to cancel this RFP at any time, without penalty or cost to MLHU. This RFP should not be considered a commitment by MLHU to enter into any contract.
- g) In the event of any disagreement between MLHU and Proponent(s) regarding the interpretation of the provisions of the RFP, the MLHU Chief Executive Officer (CEO) or an individual acting in that capacity, shall make the final determination as to interpretation.
- h) Any reports, drawings and records generated by the Proponent under this program become the property of the MLHU.

5-10 Treatment of Information

- a) The information submitted in response to this RFP will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 as amended. The information collected will be used solely for the purposes stated in this request.
- b) The Proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in this section of the RFP.
- c) The Proponent acknowledges that they may have access to and be entrusted with confidential information while providing product and/or services under the RFP and when responding to this RFP. The Proponents covenant and agree with MLHU that during the RFP process or any time thereafter, they shall not disclose any confidential information of MLHU to any other person, firm, body corporate or other entity, nor will they use same for any purpose other than the purpose of rendering the products and/or services under this RFP.
- d) The Proponent agrees to ensure confidentiality and security of Confidential, Personal Information and Personal Health Information under the custody and control of Middlesex-London Health Unit ("MLHU") for purposes as required or permitted under applicable provincial and municipal legislation, including but not limited to, the Health Protection and Promotion Act, R.S.O. 1990, c. H.7 ("HPPA"), Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M. ("MFIPPA"), and Personal Health Information Protection Act, S.O. 2004, c. 3 ("PHIPA").

6.0 SUBMISSION REQUIREMENTS AT TIME OF CLOSING

6-1 Specific Requirements

Proponents are required to submit the following with their proposal. **FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL BEING REJECTED.**

- a) Signed Form of Proposal. This **MUST** include a signature by an individual with authority to bind their organization. Failure to submit a signed Form of Proposal, specified Appendices and all the required forms will result in disqualification of the Proposal.
- b) Your Proposal Document submission should follow the following format:
 1. Title page which will include the Proponent's legal name, address, telephone number, e-mail address and name of primary contact and date.
 2. Identification of the firm's experience in undertaking similar contracts or providing similar products and/or services, along with references which are to include the name of the organization, the contact person, telephone number and address and value of the contract. Any references related to other Health Units operating in the Province of Ontario will take preference.
 3. Provide profiles of the key individuals who will be servicing MLHU's account including background, education, and experience.
 4. Describe the methodology, the phases, and deliverables for each phase of the project. Proponents are encouraged to discuss additional activities that might be necessary within the proposal.
 5. Provide a complete list of all products that will be used to complete the proposal. Any changes or revisions to the specification must be identified.
 6. Provide a list of proposed subcontractors, if applicable.

7. Identify resources (staff and/or materials) required from MLHU to assist with this project. Identify any data, level of involvement, commitment, and deliverables the Proponent expects from MLHU.
8. Provide a detailed project schedule/work plan. The schedule must include the phases and major tasks to be undertaken with corresponding dates of completion. It should include key milestones, meeting dates and critical path decisions. Proponents are to identify the allowances made for meetings. It should be broken out by each task/activity and the working hours of each team member and associated costs.
9. Describe the approach to cost and time control as they relate to this project and describe the project management activities to be implemented to keep this on time and within budget.
10. Pricing details must be included as requested for your proposal and any requested break-down details.
11. Provide assurances for secure handling of non-public information, systems security, financial sustainability, insurance coverage, exposure to litigation and corporate governance.
12. Describe your ability to attend relevant Senior Leadership Team Meetings and provide written performance reporting relating to the Service Level Agreement and other key performance indicators.
13. Identify any anticipated opportunities and/or challenges to the benefits and EFAP program and/or any value-added services available to MLHU.

7.0 EVALUATION CRITERIA

7-1 Evaluation Team

Proposals will be evaluated by an evaluation team with representation from key functional areas including Procurement, Human Resources, Finance, and Aon.

BY RESPONDING TO THIS RFP, PROPONENTS ACKNOWLEDGE THAT THE EVALUATION TEAM IS SOLELY RESPONSIBLE FOR RECOMMENDING THE SELECTED PROPONENT TO THE CEO AND MEDICAL OFFICER OF HEALTH.

7-2 Evaluation Criteria

All proposals will be evaluated in their entirety. A comprehensive evaluation of each proposal based on the requirements of this RFP will be completed to determine the successful Proponent.

The evaluation criteria will be based on, but not limited to, the following:

Selection Criteria	Evaluation Factors/Scoring Criteria	Score Weighting
Competitiveness of Costs	Competitive premiums, expenses and extended rates and expense guarantees. Costs will be evaluated not just on the lowest costs, but also on the total value of the products offered.	50%
Service	Evidence of superior provider service (teams and process) in the areas of efficient claim processing and issue resolution, administration (enrollment, changes, billing), and day-to-day client support to ensure a positive plan member experience, including the use of technology to provide superior service to plan member and administrators.	30%
Disability Management	Proven success in both Short-Term and Long-Term Disability Claims management, return to work, and outcome measurement reporting.	10%
Value-Added Innovative Products and Wellness Solutions	Proponents should describe what sets them above other proponents. (NOTE: If EFAP proposal is being submitted on its own, then this category would be rated at 20% as the Disability Management section above would not be applicable to the evaluation.)	10%

7-3 Selection Process

- a) Receive written responses from Proponents.
- b) Evaluate Proposals.
- c) Follow Up (if required).
- d) Recommendation to CEO/MOH.
- e) RFP Award.
- f) Written agreement or contract in a format satisfactory to MLHU.

8.0 REQUIREMENTS AT TIME OF EXECUTION

8-1 Documents

Subject to an award of the RFP, the successful Proponent is required to submit the following documentation in a form satisfactory to MLHU for execution within ten (10) working days after being notified to do so in writing:

8-2 Insurance and Indemnification

The successful Proponent shall at its own expense obtain and maintain until the termination of the contract, and provide MLHU with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000) Canadian dollars and shall include MLHU as an additional insured with respect to the successful Proponent's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b) Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this contract by the successful Proponent and their agents, officers, or employees in an amount not less than two million (\$2,000,000) per claim. If coverage is on a claims made basis, then an extended reporting period of not less than 24 months shall be included in the professional liability insurance coverage.
- c) Cyber insurance coverage in an amount appropriate for potential loss or damages to MLHU with specified limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include, but not be limited to, claims involving cyber risks including extortion and network security. The cyber liability policy must be endorsed to cover the full replacement value of intentional and/or unintentional damage to, alteration of, loss of, unintentional release and/or destruction of intangible property (including but not limited to confidential information or data) that is in the care, custody, or control of the Proponent. If a claim is made, the policy shall be kept in force, or a Tail policy placed, for two (2) years.

- d) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of the final contract.
- e) The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies MLHU in writing at least thirty (30) days prior to the effective date of cancellation or expiry. MLHU reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as MLHU may reasonably require.
- f) The successful Proponent shall not commence services until such time as satisfactory evidence of insurance has been approved by the Manager - Procurement and Operations. The successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- g) The successful Proponent shall indemnify and hold MLHU harmless from and against any liability, loss, claims, demands, costs, and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees, or other persons for whom the successful Proponent is legally responsible.

Optional Insurance:

- a) **Crime/Fidelity Coverage:** When the successful Proponent will have access to funds or property of MLHU without supervision of MLHU employees. The successful Proponent shall furnish MLHU with a comprehensive (3D) Dishonesty Disappearance and Destruction Blanket Position Policy in the amount of \$20,000 per employee. MLHU shall be shown on the policy as a named Obligee, with respect to incidents arising from work performed under the contract.
- b) **Tenant's Legal Liability:** When a third party will be occupying part or all of a MLHU facility for their exclusive use, even for a short time (e.g., contractor utilizing a room for their office space while working on a project), the General Liability in section a) above covers damage to the entire facility, while the TLL covers any damage to other spaces the third party is occupying. The amount of insurance is based on the amount of space that the tenant is occupying, generally estimated based on \$125 per square foot. The successful Proponent shall carry tenant's legal liability insurance coverage on the space in the amount of not less than \$100,000.

8-3 Workplace Safety and Insurance Board

- a) The successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of services. The successful Proponent further agrees to maintain their WSIB account in good standing throughout the contract period.
- b) MLHU will require the successful Proponent to produce a Clearance Certificate from WSIB from time to time during the contract on request and/or prior to final payment.
- c) If the successful Proponent is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to MLHU prior to commencement of work.

8-4 Safety Policies, Procedures and Related Documentation

The successful Proponent is required at the time of execution to submit one (1) copy of each of the following items:

- a) Their firm's written health and safety policy and program where required under Section 25 (2) (j)

of the Occupational Health and Safety Act. Where not required under 25(4), successful Proponents are asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.

- b) Proponents may be required to provide additional documentation/ policies / procedures as applicable and as outlined in the contract requirements. These additional requirements, if any, will be found in the contract document.

9.0 TERMS AND CONDITIONS

9-1 General Provisions

- a) The successful Proponent acknowledges that it will be providing the services set out in this RFP as an independent contractor. Nothing in this RFP or in any subsequent agreement shall deem the successful Proponent or MLHU as the agent, employee, partner, or joint venture of the other. As an independent contractor, the successful Bidder acknowledges that it shall be solely responsible for determining the means and methods of performing the services, subject to the requirements of this RFP and any subsequent agreement.
- b) All employees of the successful Proponent shall be under the sole supervision of the Proponent. The Proponent shall be responsible for providing all equipment, vehicles, communication equipment and any other equipment required by the successful Proponent to complete the services. The successful Proponent shall also be responsible for all expenses relating to its employees.

9-2 General Conditions, Instructions & Information For Proponents

1. **DEFINITIONS PERTAINING TO THE CONDITIONS, INSTRUCTIONS & INFORMATION LISTED BELOW**

Request for bids: is used in place of request for tender, quote, proposal, and information in the appropriate context.

Bidder: a person, corporation or other entity that responds, or intends to respond to a request for bids

Successful Bidder (seller): a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for bids.

Health Unit: used in place of Middlesex London Health Unit

2. **QUANTITY USAGE**

Whenever requests for bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the Health Unit as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information ONLY and will be used for tabulation and presentation of bid prices and the Health Unit reserves the right to increase or decrease quantities as required.

3. **BRAND NAMES**

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the Health Unit does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. However, if a product other than the specified is bid, it is the Bidder's responsibility to name such product within the submitted document and to prove to the Health Unit that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The Health Unit shall be the judge concerning the merits of bids submitted.

4. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this request for bids shall be new. The items must be new, the latest model, of the best quality and highest-grade workmanship.

5. **ACCEPTANCE OF MATERIAL**

The material delivered under this request for bids shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the Health Unit and must comply with the terms herein and be fully in accordance with the specifications and of the highest quality. In the event the material and/or service supplied to the Health Unit is found to be defective or does not conform to specifications, the Health Unit reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

6. **VARIATIONS TO SPECIFICATIONS**

For purposes of evaluation, Bidders MUST indicate any variances from the specifications, terms and/or conditions, no matter how slight. If variations are not stated or referenced in the space provided on the Form of Tender/Quotation, it will be assumed the product or service fully complies with the Health Unit's specifications, terms, and conditions.

7. **DELIVERY**

Time will be of the essence for any orders placed as a result of this request for bids. The Health Unit reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made at the time(s) specified.

8. **DEFAULT PROVISION**

In cases of default by the Successful Bidder, the Health Unit may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Bidder responsible for any excess costs occasioned or incurred thereby.

9. **COPYRIGHTS OR PATENT RIGHTS**

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

10. **SAFETY STANDARDS**

The Bidder warrants that the product supplied to the Health Unit conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

11. **MANUFACTURER'S CERTIFICATION**

The Health Unit reserves the right to request from the Bidder separate manufacturer's certification of all statements made in the bid document.

12. **SIGNED BID TO BE CONSIDERED AN OFFER**

The submission of a signed bid document to the Health Unit shall be deemed to constitute an "Offer" which may be accepted, at the option of the Health Unit by:

a) written acknowledgement of acceptance, OR b) the issuance of a purchase order, contract, or legal agreement

And upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the Health Unit and the Bidder.

Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

13. **DISCREPANCIES AND OMISSIONS**

Should the Bidder find discrepancies in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall notify the Manager, Procurement and Operations, who may, if necessary, send written Addenda to all registered Bidders.

14. **SPECIFICATIONS**

No Successful Bidder is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

15. **BID ATTACHMENTS**

A response to a request for bids which has attached a condition of sale or any other attachment which alters the specifications, conditions, or terms, or makes it subordinate, may be cause for rejection.

16. **SUCCESSORS AND ASSIGNS**

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

17. **WARRANTY**

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the Health Unit, the Successful Bidder will at any time within 3 months of delivery thereof, and at their expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials, or workmanship.

18. **LAWS**

It is agreed that the goods and services supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.

9-3 Contract Period

- a) Upon acceptance of the proposal by MLHU, an award letter will be issued to the successful Proponent(s) and subsequently a contract and/or purchase order will be developed and issued.
- b) The contract period will be for at least 5 years, contingent on MLHU receiving sustained funding for the initiative.
- c) MLHU at its absolute sole discretion has the option to renew the contract for one (1), two (2) or three (3) additional year period(s). In determining to renew the contract, MLHU will consider the following, but not limited to: price, service metrics, products, and funding.

9-4 Damaged or Defective Material

All damaged or defective material shall be removed by the supplier at their own expense and replaced with acceptable materials immediately. The successful Proponent is expected to honour all manufacturer's product warranties.

9-5 Assignment

Following award of the contract, the selected Proponent shall not, without written consent of the Manager - Procurement and Operations, make any assignment or any subcontract for the execution of any product or service hereby proposed.

9-6 Exclusion of Proponent in Litigation

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

9-7 Exclusion of Proponent Due To Poor Performance

- a) The CEO shall document evidence and advise the Manager - Procurement and Operations in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms, and conditions or for Health and Safety violations.
- b) The CEO may, in consultation with its Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.

9-8 Successful Proponents Responsibilities

- a) The successful Proponent shall be responsible for and give adequate attention to the performance and completion of the work in accordance with the terms of this RFP and the specifications hereto. The Proponent shall be responsible for the supply of all labour, materials, and equipment necessary to complete this project.

- b) The successful Proponent shall at all times have on the work site, as their agent, a supervisor who is a “competent” person capable of reading and thoroughly understanding specifications and is experienced in the type of work being performed. A “competent” person is defined in Section 1(1) of the Ontario Occupational Health and Safety Act.
- c) The successful Proponent shall issue a “Notice of Project” for the entire contract that is with MLHU, where the contract dollar value exceeds \$50,000. In the “Notice of Project”, the successful Proponent will indicate to the best of their ability when and where the individual projects will take place, issue it to the MOL, provide the MLHU contract representative with a copy and make it accessible at the job site.

9-9 Safety Requirements

The successful Proponent shall adhere to the following requirements (as applicable):

- a) They shall perform all work and deliver all services under the contract in accordance with requirements of the Ontario Occupational Health and Safety Act and applicable Regulations and their safety policy and procedures. Should circumstances of the job site render the successful bidder unable to comply with these requirements, the successful bidder shall immediately notify the MLHU contract representative.
- b) The Proponent shall ensure the company’s management, supervisors and employees are trained, qualified and possess the necessary certifications to perform all work and deliver all services in compliance with any federal, provincial, and municipal regulatory codes, acts, laws, and by-laws. (. i.e.: this may include training in Workplace Hazardous Material Information System, First Aid etc.)
- d) The successful Proponent shall maintain, at the job site, MSDS for all hazardous materials and controlled products taken onto the job site.
- e) The Proponent shall ensure that containers for any hazardous materials or controlled products used or stored on Health Unit premises are labeled in accordance with requirements of the Ontario Workplace Hazardous Materials Information System Regulation, and if used for containment of flammable liquids, conform to the requirements pertaining to flammable liquids handling and storage as set out in the Ontario Industrial Establishments Regulation and the Ontario Construction Projects Regulation, as applicable. All hazardous materials or controlled products will be removed from the site following completion of the contract, or sooner where practical and possible.
- f) In the event of any dispute between the successful Proponent and MLHU with respect to the successful Proponent’s conformance with any contractual requirement respecting safety, the successful Proponent agrees that a determination of conformance shall be made by MLHU in its sole discretion.
- g) The successful Proponent may be asked to complete MLHU’s Contractor Safety Checklist Pre-Construction/Pre-Work Meeting, prior to commencing with construction or maintenance projects.

9-10 Disputes

- a) In cases of disputes as to whether the product(s) and/or service(s) rendered meets the conditions in the accepted proposal, the decision of the CEO for MLHU shall be final and binding on all parties.

10-0 WARRANTIES

The service provider hereby represents and warrants to and covenants with MLHU as follows:

- a) The service provider has full power and authority to enter into this Agreement and to observe, perform and comply with the terms and conditions of this Agreement, and all necessary acts and procedures have been taken to authorize this Agreement;
- b) The service provider shall comply with the standards of care, skill and diligence normally provided in the performance of services similar to those contemplated herein;
- c) All products applied under this Agreement have been indicated by the manufacturer to be appropriate for the services. The service provider warrants that it will use these products in compliance with the manufacturer's specifications and directions;
- d) The service provider holds, or will hold, all permits, licenses, consents, intellectual property rights, registrations, and authorities necessary to perform its obligations under this Agreement and the service provider shall comply with the terms and conditions of all such permits, licenses, consents, intellectual property rights, registrations, and authorities;
- e) The service provider shall comply with all applicable federal, provincial, and municipal laws, rules, orders, regulations, and by-laws in respect of the performance of this Agreement;
- f) The service provider shall not, in the performance of this Agreement, infringe or violate any patent, copyright, trade secret, trademark, industrial design, intellectual property right, or any other right of any person or entity; and
- g) The service provider is a corporation and is duly organized, registered, and validly existing under the laws of Ontario or Canada, and is qualified to do business wherever necessary to carry out the terms of this Agreement, and has not been dissolved or wound up.
- h) The successful Proponent has provided reasonable disclosure to MLHU of all information required to evaluate its bid. There is no material information that has not been disclosed to MLHU that would cause MLHU to reject the bid.
- i) There are no claims, lawsuits or other actions against the successful Proponent that would materially impact its ability to perform the services under the RFP.
- j) The successful Proponent is a registrant for the purposes of the Excise Tax Act and will be registered with an HST number during the time it performs the services under this RFP.
- k) Equipment that will be used to provide the services under this RFP is fully equipped with all emergency and safety features as is required by law and such features are in good working order.
- l) All information provided by the Proponent in response to this RFP shall be true and correct in all material respects.

11-0 FORM OF PROPOSAL

A SIGNED FORM OF PROPOSAL MUST BE INCLUDED IN YOUR ON-LINE SUBMISSION

(.pdf format is acceptable)

1. I/WE the undersigned hereby offer to provide Benefits And Employee & Family Assistance Program in accordance with the terms and conditions which will be deemed part of our agreement should this proposal be accepted, and as follows:

2. Please describe in detail any "special offers" that would exist.

3. Are your prices firm a specified period? Yes _____ No _____

If yes, please state your pricing terms in full: _____

4. Please state terms of payment (Note: Early payment discounts will be considered in the award of the bid and will apply after taxes).

5. Please state the Payment Remittance Address (if different than the address indicated below):

6. I/WE DECLARE that no person, firm, or Corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below, has any interest in this RFP.

6. I/WE FURTHER DECLARE that this proposal is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a proposal for the same work and is in all respects fair without collusion for fraud.

7. I/WE FURTHER DECLARE that the several matters stated in the said proposal(s) are all in respect true.

8. I/WE have received and allowed for Addenda numbered as follows: _____(see Section 1-5).

Failure to acknowledge all addenda will result in your quotation being rejected.

COMPANY NAME: _____

ADDRESS: _____

CITY/PROVINCE: _____

POSTAL CODE/ZIP CODE: _____

AUTHORIZED SIGNATURE: _____ TITLE: _____

NAME (*Please print or type*): _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

HST REGISTRATION #: _____

EMAIL ADDRESS: _____

DATE OF PROPOSAL: _____

NOTE: Please return pages 20 and 21 on or before **12:00 noon, local time, Friday, May 24th, 2024.**