

APPENDIX C - ATTESTATION

Draft Attestation Form

Prepared in accordance with section 15 of the *Broader Public Sector Accountability Act, 2010* (BPSAA)

TO: The Board Markham Stouffville Hospital, (the
"Board")
FROM: Jo-anne Marr, CEO
Markham Stouffville Hospital
Date: May 30, 2017
RE: April 1, 2016 - March 31, 2107 ("the Applicable Period")

On behalf of the Markham Stouffville Hospital(the Hospital) I attest to:

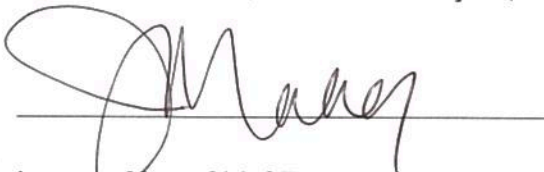
- the completion and accuracy of reports required of the Hospital pursuant to section 6 of the BPSAA on the use of consultants;
- the Hospital's compliance with the prohibition in section 4 of the BPSAA on engaging lobbyist services using public funds;
- the Hospital's compliance with any applicable expense claims directives issued under section 10 of the BPSAA by the Management Board of Cabinet;
- [to be added once ss. 15(1)(c.1) of the Act is proclaimed into force] the Hospital's compliance with any applicable perquisite directives issued under section 11.1 of the BPSAA by the Management Board of Cabinet; and
- the Hospital's compliance with any applicable procurement directives issued under section 12 of the BPSAA by the Management Board of Cabinet,

during the Applicable Period.

In making this attestation, I have exercised care and diligence that would reasonably be expected of a **CEO** in these circumstances, including making due inquiries of Hospital staff that have knowledge of these matters.

I further certify that any material exceptions to this attestation are documented in the attached Schedule A.

Dated at Markham, Ontario this May 30, 2017.



Jo-anne Marr, Chief Executive Officer, Markham Stouffville Hospital

Markham Stouffville Hospital

I certify that this attestation has been approved by the board of the Markham Stouffville Hospital on May 30, 2017

A handwritten signature in black ink, appearing to read 'Thomas Barlow', written over a horizontal line.

Thomas Barlow

Chair of the Board Markham Stouffville Hospital

Schedule D – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Hospital Service Accountability Agreement

To: The Board of Directors of the Central Local Health Integration Network (the "LHIN"). Attn: Board Chair.

From: The Board of Directors (the "Board") of the Markham Stouffville Hospital (the "HSP")

Date: May 30, 2017

Re: April 1, 2016 – March 31, 2017 (the "Applicable Period")

The Board has authorized me, by resolution dated May 30, 2017, to declare and attest to you as follows:

After making inquiries of the HSP's Chief Executive Officer and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled its obligations under the hospital service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the Board confirms that:

- (i) the HSP has complied with the provisions of the *Local Health System Integration Act, 2006* and the *Broader Public Sector Accountability Act (the "BPSAA")* that apply to the HSP;
- (ii) every Report submitted to the LHIN by the HSP is complete, accurate in all respects and in full compliance with the terms of the Agreement; and
- (iii) the representations, warranties and covenants made by the Board on behalf of the HSP in the Agreement remain in full force and effect.

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement.

This Declaration of Compliance, together with its Appendix, will be posted on the HSP's website on the same day that it is issued to the LHIN.



Thomas Barlow
Chair, Board of Directors
Markham Stouffville Hospital

Appendix 1 - Exceptions

Please identify each obligation under the HSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.

Contract Bridging

Date Logged	Hospital	Vendor	Description of goods/services	Value
4/8/2016	MSH	Wright Medical	Biologics	\$ 41,126.00
5/12/2016	MSH	Vantage Endoscopy	GI-Endoscopy Consumables	\$ 71,061.90
5/10/2016	MSH	Canadian Hospital Specialties	Product Agreement	\$ 236,079.38
7/8/2016	MSH	Medical Mart	Product Agreement	\$ 54,591.50
7/15/2016	MSH	Superior Medical	Product Agreement	\$ 145,639.48
8/25/2016	MSH	Hygie Canada	Hygienic Solution Products	\$ 33,325.80
8/25/2016	UHX	Hygie Canada	Hygienic Solution Products	\$ 11,756.69
9/7/2016	MSH	Smiths Medical	Oropharyngeal and Nasopharyngeal Products	\$ 19,160.34
11/17/2016	MSH	Bard Canada	Catheters, Tubes and Endoscopic Gastronomy Products	\$ 5,926.28
12/6/2016	MSH	Cook Canada	Infusion Needles, Cricothyrotomy Catheters, Tube Sets	\$ 83,179.74
12/6/2016	UHX	Cook Canada	Infusion Needles, Cricothyrotomy Catheters, Tube Sets	\$ 23,655.05
2/1/2017	MSH	Wright Medical	Orthopedic Extremities Internal Fixation System	\$ 524,537.00
2/24/2017	MSH	UpToDate	Online Clinical Resource Library	\$ 170,050.00
3/6/2017	MSH	PAR MED	Property Services	\$ 1,189,521.15

Non-Compliance Form

No	VENDOR	Contract #	Value over the term	Comments
1	GE Healthcare	1140292MS	\$1,911,863.57	This is a reconciliation of all GE Equipment contracts to one main contract. NCAF complete and competitive process will be conducted.
2	Philips Healthcare	1150126MS	\$2,269,250.46	This is a reconciliation of all Equipment contracts to one main contract. NCAF complete and competitive process will be conducted.
3	Philips Healthcare	1150126UH	\$99,583.58	This is a reconciliation of all Equipment contracts to one main contract. NCAF complete and competitive process will be conducted.
4	IBM Canada	VOR #OSS-00362535	\$2,607,990.87	This was awarded through VOR #OSS-00362535 however a second stage process was not conducted.

□ Hospital Reporting on Consultant Use

Name of Hospital : Markham Stouffville Hospital

LHIN: Central LHIN
Reporting Period April 1, 2016 to March 31, 2017

No.	Consulting Firm (Name)	Name & Title of consulting Contract	Contract Terms (Original + Amendments)	Procurement Value (A) Original value plus (B) Value of amendments and (C) Total procurement value (\$) / Total Paid	Consultant Selection Process (Open Competitive, Invitational Competitive, Non-competitive)	Modifications to Agreement (Yes/No) If Yes, did the procurement documents permit modifications to the term or value of the agreement?
1	Deloitte	Operational Review	Original Contract Term September 2016 to March 2017	A Original Procurement Value \$148,030 B Amended Procurement Value - 0 C Total Procurement Value - \$148,030	Open-Competitive	No
2	Strategy Corp	Board Governance Review	Original Contract Term September 2016 to Feb 28, 2017 Amended Contract Term September 9, 2016 to May 28, 2017	Total Paid for reporting - period - \$131,000 A Original Procurement Value \$82,400 B Amended Procurement Value - 0 C Total Procurement Value - \$82,400	Open-Competitive	No
3	Optimus/SBR	Compensation and Organizational Review	Original Contract Term September 2016 to March 2017 Amended Contract Term September 2016 to June 30, 2017	Total Paid for reporting - period - \$55,045.25 A Original Procurement Value \$127,400 B Amended Procurement Value - \$20,000 C Total Procurement Value - \$147,400	Open-Competitive	Yes - additional services with firm pricing in the contract - additional work required on executive compensation due to new legislation
4	GRA Consultants	Security Assessment and Review	Original Contract Term June 2016 to Oct 2016	Total Paid for reporting - period - \$103,340 A Original Procurement Value \$75,243 B Amended Procurement Value - \$0 C Total Procurement Value - \$75,243	Invitational-Competitive	No

SCHEDULE A TO ATTESTATION

1. Exceptions to the completion and accuracy of reports required in section 6 of the BPSAA on the use of consultants

No known exceptions

2. Exceptions to the Hospital's compliance with the prohibition in section 4 of the BPSAA on engaging lobbyist services using public funds

No known exceptions

3. Exceptions to the Hospital's compliance with the expense claims directive issued under section 10 of the BPSAA by the Management Board of Cabinet

No known exceptions

4. Exceptions to the Hospital's compliance with the perquisites directive issued under section 11.1 of the BPSAA by the Management Board of Cabinet; and

No known exceptions

5. Exceptions to the Hospital's compliance with the procurement directive issued under section 12 of the BPSAA by the Management Board of Cabinet.

The Hospital is part of a Shared Service Organization (SSO) responsible for procurement and contract management for all in-scope activities. The SSO has identified 14 contracts that expired during the reporting period to maximize spend across multiple members. The 14 contracts identified have been bridged through extensions in order to conduct procurement.

BPS Procurement Directive Mandatory Requirement 7.2.21 (Non Competitive Procurement), 3 contracts have been identified as non-compliant to competitive bid. A non-compliance form has been completed for all 3 contracts. Each form identifies the nature of the non-compliance. The form also indicates that a compliant competitive procurement process will be conducted and completed to align with the contracts' expiry dates.

Due diligence on the HIS cluster was completed and identifies Markham Stouffville Hospital as a HIS host hospital with multi-tenancy as part of its scope in the procurement process. No BPS procurement directive exemption is required.