

MARKHAM STOUFFVILLE HOSPITAL

APPENDIX C - ATTESTATION

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, President & CEO
Markham Stouffville Hospital

Date: May 29, 2018

RE: Fiscal Year 2017/18 ("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 President & 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 29, 2018.



Jo-anne Marr, President & CEO
Markham Stouffville Hospital

I certify that this attestation has been approved by the board of the Markham Stouffville Hospital on May 29, 2018.



Thomas Barlow
Chair, Board of Directors

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 29, 2018

Re: April 1, 2017 – March 31, 2018 (the “Applicable Period”)

The Board has authorized me, by resolution dated May 29, 2018, 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

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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

Appendix A: HealthPRO Pharmacy Contract Extensions

Contract Number	Contract Description	Original Contract Expiry Date	Revised Contract Expiry Date	Markham Stouffville Hospital	Uxbridge Cottage Hospital
				Committed	Committed
03314	ANTINEOPLASTIC AGENTS	May 31, 2018	May 31, 2019	Y	Y
P=128Rfb	ANTICHOLINERGIC AGENTS	May 31, 2018	May 31, 2019	Y	Y
03502	SYMPATHOMIMETIC AGENTS	May 31, 2018	May 31, 2019	Y	Y
P=121RR	SYMPATHOMIMETIC AGENTS	May 31, 2018	May 31, 2019	Y	Y
03128	ANTICOAGULANTS	May 31, 2018	May 31, 2019	Y	Y
01442	CALCIUM-CHANNEL BLOCKING AGENTS	May 31, 2018	May 31, 2019	Y	Y
P=281ND	GENERAL ANESTHETICS	May 31, 2018	May 31, 2019	Y	Y
P=283RU	OPIATE AGONISTS	May 31, 2018	May 31, 2019	Y	Y
P=360RB	DIAGNOSTIC AGENTS	May 31, 2018	May 31, 2019	Y	Y
P=360RB#	DIAGNOSTIC AGENTS	May 31, 2018	May 31, 2019	Y	Y
02997	REPLACEMENT PREPARATIONS	May 31, 2018	May 31, 2019	Y	Y
P=921OK	IRRIGATING SOLUTIONS	May 31, 2018	May 31, 2019	Y	Y
P=516WD	ENT VASOCONSTRICTORS	May 31, 2018	May 31, 2019	Y	Y
P=523WB	ANTI GLAUCOMA AGENTS	May 31, 2018	May 31, 2019	Y	Y
P=561WF	ANTACIDS & ADSORBENTS	May 31, 2018	May 31, 2019	Y	Y
P=567NB	EMETICS	May 31, 2018	May 31, 2019	Y	Y
01741	LOCAL ANESTHETICS	May 31, 2018	May 31, 2019	Y	Y
02465	LOCAL ANESTHETICS	May 31, 2018	May 31, 2019	Y	Y
P=7200S	LOCAL ANESTHETICS	May 31, 2018	May 31, 2019	Y	Y
P=7200T	LOCAL ANESTHETICS	May 31, 2018	May 31, 2019	Y	Y
P=7200X_PHCL	LOCAL ANESTHETICS	May 31, 2018	May 31, 2019	Y	Y
P=760NB	OXYTOXICS	May 31, 2018	May 31, 2019	Y	Y
P=840RT	SKIN & MUCOUS MEMBR. ANTIBACTERIALS	May 31, 2018	May 31, 2019	Y	Y
02101	MISC. THERAPEUTIC AGENTS	May 31, 2018	May 31, 2019	Y	Y
03514	OTHER MISC. THERAPEUTIC AGENTS	May 31, 2018	May 31, 2019	Y	Y
P=525EN	DEVICES	May 31, 2018	May 31, 2019	Y	Y
P=682RTa	DEVICES	May 31, 2018	May 31, 2019	Y	Y

Appendix D: Agreements Extended Without Extension Provision

Contract #	Vendor Name	Description of Agreement	Original Effective Date	Original Expiry Date	New Expiry Date	Reason for Extension
3110015MS	STRYKER CANADA MEDICAL EQUIPMENT	ORTHOPAEDIC IMPLANTS AND ACCESSORIES	1-Aug-05	31-Oct-17	31-Dec-18	Contract extended to align with completion of a planned sourcing event; SSI

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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	Emerge Communications	Strategic Communications	August 2017 to August 2018	A Original Procurement Value \$23,000 B Amended Procurement Value - 0 C Total Procurement Value - \$23,000 Total Paid for reporting - period - \$12,100	Invitational Competitive	No.
2	Maureen Quigley	Board Governance Facilitation	Original Contract Term: July 2017 to July 2018	A Original Procurement Value \$49,500 B Amended Procurement Value - 0 C Total Procurement Value - \$49,500 Total Paid for reporting - period - \$35,095.20	Invitational 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	A Original Procurement Value \$127,400 B Amended Procurement Value - \$20,000 C Total Procurement Value - \$147,400 Total Paid for reporting - period - \$23,200	Open-Competitive	Yes - additional services with firm pricing in the contract - additional work required on executive compensation due to new legislation
4	Optimus/SBR	Strategic Planning Services	Original Contract Term: December 2017 to December 2018	A Original Procurement Value \$148,725 B Amended Procurement Value - \$0 C Total Procurement Value - \$61,316.76 Total Paid for reporting - period -	Open-Competitive	No.

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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 28 contracts that expired during the reporting period (27 HealthPRO and 1 strategic sourcing initiative). The 28 contracts identified have been bridged through extensions in order to conduct procurement and maximize value for money by consolidating spend across multiple hospitals.

**SCHEDULE G – FORM OF COMPLIANCE
DECLARATION**

DECLARATION OF COMPLIANCE

Issued pursuant to the M-SAA effective April 1,
2014

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 Markham Stouffville Hospital (the “HSP”)

Date: **May 29, 2018**

Re: **April 1, 2017 –March 31, 2018** (the “Applicable Period”)

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the M-SAA between the LHIN and the HSP effective April 1, 2014.

The Board has authorized me, by resolution dated May 29, 2018, to declare to you as follows: After making inquiries of Jo-anne Marr, President and CEO 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 service accountability agreement (the “M-SAA”) in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

- (i) Article 4.8 of the M-SAA concerning applicable procurement practices; (ii) The *Local Health System Integration Act, 2006*; and
- (iii) The *Public Sector Compensation Restraint to Protect Public Services Act, 2010*.



Thomas Barlow, Board of Chair

Schedule G – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the M-SAA 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.]

No known exceptions