

Hospital Reporting on Consultant Use – Appendix A

Reporting Period – April 1, 2018 to March 31, 2109

Use of Consultants [Marlham Stouffville Hospital]

No.	Consultant Firm Name(s)	Name and Title of Consulting Contract	Contract Term If the contract term has been extended please include the original contract term and the amended contract term	Procurement Value (A) Original value plus (B) Value of amendments and (C) Total procurement value \$ / Total Paid	(C) Total procurement value \$ / Total Paid	Consultant Selection Process If non-competitive, please provide an explanation	Modifications to Agreement (Yes/No) If Yes, did the procurement documents permit modifications to the term or value of the agreement?
1	KPMG	CW557032 - Cyber Security Assessment	March 8, 2019 - May 30, 2019	A Original Procurement Value \$51,600	\$0	Invitational Competitive	No
2	KPMG	CW557110 - Internal Audit Services	March 13 2019 - May 17, 2019	A Original Procurement Value \$14,470	\$0	Leveraging the MGCS YOIR OSS_00515254 for Internal Audit services	No
3	Drawbridge	CW556856 - Privacy Program Consulting	October 24, 2018 - March 31, 2019	A Original Procurement Value \$28,500	\$32,205	Invitational Competitive	No
4	Projektor Brand Image Ltd	CW556839 - Branding Services	January 10 2019 - November 30, 2019	A Original Procurement Value \$83,700	\$10,170	Open Competitive	No
6	PwC	CW556964 - Risk Review and Assessment	January 25, 2019 - January 24, 2023	A Original Procurement Value \$47,000	\$16,950	Invitational Competitive	No
17	Optimus	Strategy	December 2017 to December 2018	A Original Procurement Value \$148,725	\$123,417	Open Competitive	Yes, additional engagement

Fiscal 2018/19 Reporting of BPS Non-Compliance Form – Appendix B

Appendix B: Audit Observations

Plexxus findings from the audit related to the BPS Directive are:

Relevant Procurement	BPSD Ref #	Procurement Directive	Observation	Requirement	Recommendation to Address Issue
MSH, INNOVATIVE PROCUREMENT (ENERGY CONSUMPTION), MASTER WORKSPACE, CW556617	25	Bid Dispute Resolution	Unable to locate a Bid Dispute Resolution clause in an RFQ document	Competitive procurement documents must outline bid dispute resolution procedures to ensure that any dispute is handled in an ethical, fair, reasonable, and timely fashion	Reinforce requirement to include all mandatory clauses in RFx documents

APPENDIX C - ATTESTATION

Draft Attestation Form

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

TO: The Board of Markham Stouffville Hospital, (the "Board")

FROM: Jo-anne Marr, President and CEO

Date: May 30, 2019

RE: April 1, 2018 – March 31, 2019 ("the Applicable Period")

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

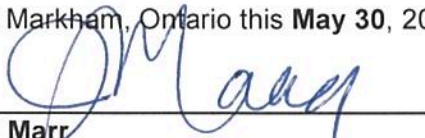
- the completion and accuracy of reports required of the Hospital pursuant to section 6 of the BPSAA on the use of consultants;
- the Hospital's compliance with the prohibition in section 4 of the BPSAA on engaging lobbyist services using public funds;
- the Hospital's compliance with any applicable 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 and 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**, 2019.



Jo-anne Marr
President & CEO

Fiscal 2018/19 Reporting of BPS Non-Compliance Form – Appendix C

Appendix C: Agreements Greater Than \$100,000 Extended Without Extension Provisions

Contract #	Vendor Name	Description of Agreement	Original Effective Date	Original Expiry Date	New Expiry Date	Total Estimated Contract Value (prior to extension)	Estimated Value of Extension	Reason for Extension
1170223MS	DAPASOFT INC	INTEGRATION CONSULTANT	3-May-17	2-May-18	30-Jun-19	\$180,000	\$315,375	Contract extended to accommodate implementation services required by service provider for SHINE project
2130002MS	VOYAGEUR TRANSPORTATION SERVICES	NON-URGENT PATIENT TRANSFER SERVICE	5-Jan-14	4-Jan-19	20-Jul-19	\$1,399,366	\$301,000	Contract extended to align with completion of a planned sourcing event (SSI)

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 Services Organization (SSO) responsible for the procurement and contract management for all in-scope activities. The SSO has identified 2 contracts over 100,000 that were extended in the absence of a specific provision for such extension. As part of its business practice, Plexxus will from time to time, arrange such extensions in order to effect co-terminus agreement expiration dates across its hospitals and/or provide agreement coverage while new sourcing events are being completed. These are necessary steps that must be taken in order to conduct competitive procurements that include consolidated spend from across multiple hospitals thereby maximizing value for money and/or securing existing contracting protections during competitive sourcing events. Also one audit observation noted that an RFQ was missing a bid dispute resolution clause. As a mitigation the SSO will reinforce all mandatory clauses in RFx documents.

Schedule D – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Hospital Service Accountability Agreement

To: The Board of Directors of the [insert name of LHIN] Local Health Integration Network (the "LHIN"). Attn: Board Chair.

From: The Board of Directors (the "Board") of the [insert name of Hospital] (the "HSP")

Date: May 30, 2019

Re: April 1, 2018 –March 31, 2019] (the "Applicable Period")

The Board has authorized me, by resolution dated [insert date], to declare and attest to you as follows:

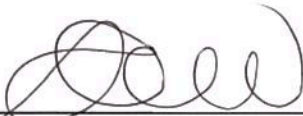
After making inquiries of the HSP's Chief Executive Officer and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled its obligations under the hospital service 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 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 of the Board
Markham Stouffville Hospital

Appendix 1 - Exceptions

Please identify each obligation under the H-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.

There are no known exceptions

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 the Markham Stouffville Hospital

Date: May 30, 2019

Re: April 1, 2018 –March 31, 2019 (the "Applicable Period")

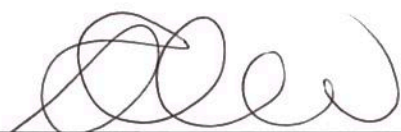
Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the M-SAA between the LHIN and the HSP effective April 1, 2014.

The Board has authorized me, by resolution dated May 30, 2019, to declare to you as follows:

After making inquiries of the President and Chief Executive Office 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, 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