

APPENDIX C - ATTESTATION

Attestation Form

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

**TO:** The Georgian Bay General Hospital Board of Directors (the "Board")

**FROM:** Karen McGrath, President & CEO  
Georgian Bay General Hospital

**Date:** June 23<sup>rd</sup>, 2016

**RE:** April 1<sup>st</sup>, 2015 to March 31<sup>st</sup>, 2016 ("the Applicable Period")

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On behalf of the **Georgian Bay General 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 Chief Executive Officer** 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 Midland, Ontario this 23<sup>rd</sup> day of June, 2016.



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**Karen McGrath,**  
**President & CEO**  
**Georgian Bay General Hospital**

I certify that this attestation has been approved by the board of the **Georgian Bay General Hospital** on **June 23<sup>rd</sup>, 2016**.



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**Ralph Befort,**  
**Chair of the Board**  
**Georgian Bay General Hospital**

## SCHEDULE A to Attestation

### Instructions [please delete instructions once you have completed the Schedule]:

If, on behalf of your Hospital, you have no material exceptions to declare, please include a "no known exceptions" statement in each section to this schedule.

If, on behalf of your Hospital, you have material exceptions to declare with respect to any of the matters set out below, please:

- a) list them accordingly
  - b) provide a rationale for each exception in respect of why the Hospital did not comply with the requirement, and
  - c) describe what actions have been, or will be taken, to address each exception.
1. Exceptions to the completion and accuracy of reports required in section 6 of the BPSAA on the use of consultants;
  2. Exceptions to the Hospital's compliance with the prohibition in section 4 of the BPSAA on engaging lobbyist services using public funds;
  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;
  4. [to be added once ss. 15(1)(c.1) of the Act is proclaimed into force] 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
  5. Exceptions to the Hospital's compliance with the procurement directive issued under section 12 of the BPSAA by the Management Board of Cabinet.

## Appendix I to Attestation

The following are known noted exceptions to the Hospital's compliance with the procurement directive issued under section 12 of the BPSAA by the Management Board of Cabinet:

1. Med2020 – Abstract software- single sourced – to be compliant with other regional HIS partners - \$60,258
2. Honeywell – Software & controls – sole sourced – to be compliant with existing products - \$68,000

# APPENDIX A – HOSPITAL REPORT ON CONSULTANT USE

## Hospital Report on Consultant Use

**Name of Hospital: Georgian Bay General Hospital**

**LHIN: North Simcoe Muskoka**

**Reporting Period: April 1, 2015 to March 31, 2016**

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	Consultant Selection Process (Open Competitive, Invitational Competitive, Non-competitive) 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	Geyer & Associates	Lee Geyer	April 2015 – June 2015	Original Price: \$19,250 Value of Amendments:\$0 Total Procurement value\$19,250 Total Paid: \$19,250	Invitational Competitive	No
2.	Geyer & Associates	Lee Geyer and Anne LeGresley	Original July 27, 2015 – November 6, 2015 Extended – July 27, 2015 – January 2016	Original Price: \$92,500 Value of Amendments:\$22,412 Total Procurement value\$ 114,912 Total Paid: \$114,912	Open Competitive	Yes –and the procurement documents permitted modifications to the term or value of the agreement

**Preservation of Solicitor –client privilege:**

This legislation maintains the integrity of solicitor client privilege, litigation privilege and settlement privilege, and does not require the disclosure of information subject to any of these privileges.

While hospitals are expected to report on their retention of lawyers and law firms for the provision of consulting services, they are not required to report on instances where they have retained lawyers and law firms to provide legal advice, draft legal documents, conduct litigation on behalf of a hospital, or otherwise for the purpose of providing legal services to a hospital.



**SSW**

*Integrating for Value  
Leaders in Service*

May 30, 2016

Karen McGrath,  
President & CEO  
Georgian Bay General Hospital  
1112 St. Andrews Drive  
Midland, ON L4R 4P4.

Dear Ms. McGrath:

**Compliance with the Broader Public Sector Procurement Directive**

We provide this letter in connection with compliance of Georgian Bay's ("you" or "your") procurement activity administered and completed by Shared Services West ("SSW" or "us") from April 1, 2015 to March 31, 2016 ("Applicable Period") with the Broader Public Sector Procurement Directive issued under Section 12 of the *Broader Public Sector Accountability Act* by the Management Board of Cabinet ("Procurement Directive"). This excludes procurement activity of staff or others reporting to you. For procurements partly managed by SSW, such as for some of the redevelopment contracts entered into by you during the Applicable Period, this attestation applies only to the portion of the work performed by us.

In making this attestation, we have exercised care and diligence that would reasonably be expected of a President & CEO, Vice President, Corporate Services & CFO and Vice President, Supply Chain Services, in these circumstances, including reviewing our internal compliance process, making due inquiries of staff that have knowledge of these matters, and the results of a sample-based internal audit ("the audit").

**Procurement Directive compliance:**

- We have conducted procurements of goods and services, including of consulting services, on your behalf in accordance with the Procurement Directive to the extent of its applicability to our work, and have listed the scope of, and our observations resulting from, the audit at Appendix 2.

**Policy compliance:**

- We acknowledge that we are responsible for ensuring that your contracts are executed in compliance with the Procurement Directive and your specific policies, and have designed and implemented an internal control framework to prevent and detect deviations therefrom.
- We have taken steps to retain all material documentation, information, and communication related to the procurement processes, in a recoverable format, in accordance with the Procurement Directive and your policies (i.e., for seven years).

**Communications from Government authorities:**

- There have been no communications from the Ministry of Finance or any other regulatory or government agency concerning non-compliance, or potential deficiencies in compliance, with the Procurement Directive or any other related legislated directive or policy.

**Potential legal disputes:**


- We have informed your Chief Financial Officer of any significant bid disputes or other matters which could potentially expose you to legal risk or contingent liabilities immediately upon learning of the same.

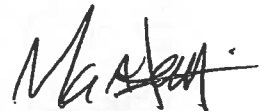
Following listings are provided in the attached appendices:

1. All known consulting service contracts administered by us;
2. Exceptions noted resulting from our sample-based internal audit; and
3. Attestation from HealthPro for the procurements managed by them as applicable to you.

Yours truly,

  
Karen Belaire  
President & CEO

  
Rohit Tandon  
Vice President, Corporate  
Services & CFO

  
Marc Lemaire  
Vice President, Supply  
Chain Services



Appendix 1

List of Consulting Service contracts administered by SSW

No.	Consultant Firm Name	Name & Title of Consulting Contract	Contract Terms (Original plus renewals / amendments)	Procurement Value (Originals Plus renewals / amendments)	Actual Paid	Consultant Selection Process (Open/Non-Compete -> Reasons for Non-Compete)	Agreement Modifications (If Yes, Provided in Agmt? Reasons?)
		Nothing to report					



## **Appendix 2 Exceptions Noted on Sample-Based Internal Audit**

We conducted a self-assessment internal audit of a small sample of contracts managed by us during the Applicable Period, selected based on spend and complexity. In some cases, in order to maximize value for money and for the hospital's benefit, purchases under a contract commence after all the terms and conditions of the contract have been finalized but before the contract is fully formally signed. Contracts with gaps between first purchase and formal execution of less than one month have not been noted as exceptions (to Procurement Directive's Mandatory Requirement Number #15) in this Appendix.

There was no other exception identified as a result of such audit.

Since we do not manage a portion of compliance with the Procurement Directive, the scope of our audit excluded compliance with the following:

**MR #1 – Segregation of Duties:**

Organizations must segregate at least three of the five functional procurement roles: Requisition, Budgeting, Commitment, Receipt and Payment. Responsibilities for these roles must lie with different departments or, at a minimum, with different individuals.

Where it is not feasible to segregate these roles, i.e., for smaller Organizations, adequate compensating controls approved by an external auditor must be put in place.

**MR #22 – Contract Management:**

- Payments must be made in accordance with provisions of the contract. All invoices must contain detailed information sufficient to warrant payment. Any overpayments must be recovered in a timely manner.
- Establish expense claim and reimbursement rules compliant with the Broader Public Sector Expenses Directive<sup>1</sup> and ensure all expenses are claimed and reimbursed in accordance with these rules.
- Ensure that expenses are claimed and reimbursed only where the contract explicitly provides for reimbursement of expenses.

\* MR#: Procurement Directive's Mandatory Requirement Number

# HealthPRO

Choice. Support. Results.

May 10, 2016

Karen McGrath  
President & Chief Executive Officer  
Georgian Bay General Hospital  
1112 St. Andrews's Drive  
Midland, Ontario  
L4R 4P4

Dear Ms. McGrath:

**Re: Ontario Ministry of Finance Broader Public Sector Procurement Directive**

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Thank you for your continued support of HealthPRO and your participation in our contracts. As your national group purchasing organization, we understand it is important that our contracting processes comply with national and provincial agreements.

We have reviewed our contracting processes and documents and can attest to HealthPRO's compliance to the Ontario Broader Public Sector Accountability Act Procurement Directive for the fiscal year 2015/16.

To provide for the optimal opportunity for competitive procurements, selected contracts were extended to align expiry dates and be positioned to deliver maximum value for the membership. This was an approved business decision; however, the Broader Public Sector Procurement Directives require that such extensions be reported as exceptions. A list of these contracts is included on Appendix A. All of these contracts have now been competitively bid or are currently in the competitive bid process.

If you require additional information, please contact Ms. Krista Stagliano, our Vice President of Materials Management at 905-568-3478 ext. 256.

Yours sincerely,

**HealthPRO Procurement Services Inc.**



Cynthia Valaitis  
President & CEO

cc: Rohit Tandon, Shared Services West



Appendix A

Contract No.	Description	Original Expiry Date	Revised Expiry Date	Contract Participation
CS109PL	Mesh With Bioresorbable Coating	May 31, 2015	Nov 30, 2015	
CS126PL	Defibrillator - Multi-Function Pads	May 31, 2015	Nov 30, 2015	
CS305CA	Glassware/Plasticware	May 31, 2015	Nov 30, 2015	X
CS307CA	Gen. Purpose Lab Chem. - East	May 31, 2015	Nov 30, 2015	X
CS310CA	General Lab Supplies	May 31, 2015	Nov 30, 2015	X
CS311CA	Diagnostic Kits	May 31, 2015	Nov 30, 2015	X
CS315CA	Embedding Rings & Cassettes	May 31, 2015	Nov 30, 2015	
CS337CA	Gen. Purpose Lab Chem. - West	May 31, 2015	Nov 30, 2015	
CS341CA	Microscope Slides & Covers	May 31, 2015	Nov 30, 2015	X
CS01514CA	Barium Products	Nov 30, 2015	Nov 30, 2016	
CL01141PL	Pressure Offloading Systems	May 31, 2015	May 31, 2016	
CL01142PL	Highly Absorbent Dressing	May 31, 2015	May 31, 2016	
CL01153PL	Wound Modulators	May 31, 2015	May 31, 2016	
CL02019PL	Patient Turn And Position System	May 31, 2015	May 31, 2016	X
CL203CA	Needle Counters	May 31, 2015	Nov 30, 2015	X
PH104ND	92:56 Protective Agents MESNA, 100 MG/ML, INJ, Multi Dose	May 31, 2015	May 31, 2016	X

