

ATTESTATION FORM

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

TO: Board of Trustees, University Health Network (the "Board")

FROM: Dr. Kevin Smith
President and Chief Executive Officer
University Health Network

Date: April 24, 2020

RE Period: April 1, 2019 - March 31, 2020

On Behalf of University Health Network (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; and
- The Hospital's compliance with any applicable perquisite directive 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;
- The Hospital's compliance with any applicable business documents directives issued under section 13 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 Toronto

Kevin Smith
KevinSmith (Apr 24, 2020)

Dr. Kevin Smith
President and Chief Executive Officer
University Health Network

Schedule A
Reporting of material exceptions in accordance with Section 15 of
the Broader Public Sector Accountability Act, 2010 (BPSAA)
For the period: April 1, 2019 to March 31, 2020

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;

No Known Exceptions

5. Exceptions to the Hospital's compliance with the business documents directive issued under section 13 of the BPSAA by the Management Board of Cabinet;

No Known Exceptions

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

UHN has worked diligently to bring itself into full compliance with all the requirements of the Procurement Directive. UHN has been guided by the five key principles outlined in the Procurement Directive (delivery of quality patient care and other services, value for money, accountability, transparency and process standardization), and has endeavoured to comply fully with the requirements of the Procurement Directive. However, there may be circumstances in which UHN has failed to comply with the strict letter of the Procurement Directive and these exceptions are noted below.

As anticipated by BPS Procurement Directive Mandatory Requirement 7.2.21 (Non-Competitive Procurement), a special circumstances exception to Mandatory Directive 7.2.18 (Term of Agreement Modifications) occurred in the form of extensions to contracts. These exceptions were made as a result of the special circumstances of UHN's strategic business decisions to align the close of active contracts with that of other related products or services; or for the purposes of entering a group procurement contract. This was done so that UHN could achieve optimum value for money by combining these opportunities into a single, competitive procurement. When all of the hospitals in the group have the same end date for their contracts, the Shared Services Organization will go to market with a competitive Request for Proposal (RFP).

Exceptions were also made when the time period required to prepare and conduct the complex and robust competitive RFP extended beyond the end of the current contract for this essential product or service. Given that these services are needed to maintain the operations of the hospital, the decisions were made to ensure continuous operation which meant extensions of some contracts. UHN and/or our Shared Services Organization (SSO), Plexxus, will continue to release competitive RFP's as soon as feasible.

Specific exceptions noted by UHN's SSO for procurements conducted on behalf of UHN are noted in the following table:

| Agreement | BPS Procurement Directive Requirement | Observation | Action |
|--|---------------------------------------|---|--|
| Surgical Instrumentation, Low and Medium Grade | 2 – Approval Authority | Sourcing Approval Form was not signed prior to commencement | Reinforce requirement to have Reqs/SAFs signed prior to commencement of sourcing activity and store signed documents in the contract management system (Ariba) |
| Robotic System | 18 – Term of Agreement Modifications | Term of agreement in the RFx document does not match that contained in the contract | Ensure that the RFx document mentions a term of agreement. Verify that the term of agreement in the RFx document matches that contained in the contract |