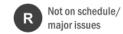
Legend

On schedule/ no real issues







Week ending	09/27/	2019	Update number	33			
Schedule	The Design Principle session with the SC has been booked for October 8						
			ance to revise the Ministry personnel engagement plan and understand ct on the Demand Forecasting workplan/schedule				
Stakeholder Engagement		Preparing list of questions and personal engagement	information needed for demand forecasti	ngprior to Ministry			
			engagement approach has been reviewe cipant confirmation is still required (expe hop)				
Risks/ Issues		Provision of complete and relia	ble data inputs to childcare model may d	elay final deliverable			
		Availability of key stakeholders workshop dates	may impact the ability to confirm data ga	p assessment			
			equired for the demand forecasting gap a ata gap assessment and a limited unders				
		Future State design timeline is participants for future state work	dependent on the Design Principles, and rking sessions	the availability of			
Decisions/ approvals	A		on the Current State Assessment, submitt f the Current State Assessment and may o	•			

### Achievements this week (09/27)

- Childcare model refinements based on feedback received
- Developed non-residential services data landscape view based on conceptual data model, information requirements and the levels of data granularity
- Walkthrough of materials, project update, list of questions and action items with France
- . Executive Summary and Next Steps were completed and submitted to MCFD for review and feedback
- · Developed the draft design principles, for review with Project Governance
- Developed outline of potential participants in future state design
- . Design Principles working session has been scheduled

#### Key activities planned for next week (week ending 10/04/2019)

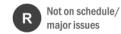
- Issue revised childcare model to MCFD
- · Refine gap assessment materials based on feedback received from France
- Further detailed assessment of a specific subset of non-residential services and the associated plan to engage stakeholders
- Submit interim business requirements deliverables to MCFD for review and feedback
- · Address pending MCFD feedback on draft Current State Assessment
- Provide an initial draft and incorporate MCFD feedback on draft Design Principles
- Developing pre-reading for Design Principle working session (booked October 8) e.g. scope and design session participants

Upcoming Project Deliverables	Target Date	%	Status	S Comments	
Current State Contract Management Report	30 Sep	95%	G	<ul> <li>Executive Summary and Next Steps provided to MCFD for review and feedback</li> <li>Draft Current State Assessment submitted for MCFD review, pending feedback to be addressed</li> </ul>	
Interim Business Requirements	30 Sep	95%	G	<ul> <li>Completed internal reviews of Interim Business Requirements deliverable PowerPoint and incorporated feedback</li> <li>Completed internal reviews of Interim Business Requirements (Excel) and incorporated feedback</li> </ul>	
Childcare Demand Forecasting Model	30 Sep	95%	А	Provided MCFD with revised childcare model	
Demand Forecasting Roadmap/ Action Plan	21 Oct	55%	А	<ul> <li>Continued development of information requirements specific to subset of non-residential services</li> <li>Completed breakdown of information requirements into sub-components (business rules, data requirements and considerations)</li> </ul>	
Co-Design Future State	31 Dec	5%	А	<ul> <li>Design Principles workshop scheduled and draft design principles completed</li> <li>Participants and number of design sessions TBC pending outcome of Design Principles</li> </ul>	
Gap Analysis/ Maturity Assessment	31 Dec	15%	G	Completed maturity and contract management lifecycle assessment section of current state assessment to inform Gap Assessment	
Future State	20 Feb	0%	G		

Legend

On schedule/ no real issues

Not on schedule/ minor issues only





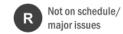
- Major Issues: Delayed or at risk to meet planned finish date with no identified solution or resolution
  Major changes to scope, budget, schedule, or resources have placed the project at critical risk. One or more of the following must change in order to proceed: workstream, schedule, resources, budget, scope.
- Minor Issues: At risk to not meet planned finish date with known action plan
  Potential impacts to scope, budget, schedule, or resources have placed the project at some risk. Project has the potential for delays, reduced quality or scope changes. Scope change does not impact schedule or budget.
- No Real Issues: Project Milestone is on track with no critical/high risks or issues
  Project is on time, on budget, and within defined scope against the established baseline of the workstream.

Roadmap

Legend

On schedule/ no real issues







Week ending	Week ending 09/06/2019		Update number	32		
Schedule	A	Project Governance has been established. First meeting will be held on the 16 <sup>th</sup> September with the agenda to be confirmed  The future state phase of the project is behind schedule. The impact of this delay will be better understood after the first Governance meeting, when direction will be provided on the approach and participants involved in future state development, however only minor impacts are expected at this time  Working with France to revise the stakeholder engagement plan and understand potential impact on the Demand Forecasting workplan/ schedule				
Stakeholder Engagement	A	required before scheduling car	ment and engagement approach provided to M n occur information needed for demand forecastingpr			
Risks/Issues	A	stakeholders which may delay Provision of complete and relia Availability of key stakeholders dates Limited data and information reliated.	med for future state workshops due to availabil future state deliverables able data inputs to childcare model may delay for a may impact the ability to confirm data gap ass equired for the demand forecasting gap assess up assessment and a limited understanding of the	final deliverable sessment workshop sment may cause		
Decisions/ approvals	A		ution process for co-design sessions ss for interim business requirements			

### Achievements this week (09/06)

- · Continued to develop draft current state report and internally review
- Provided project update, future state overview and list of draft current state themes to Rob Byers
- · Reviewed updates to draft contract sampling report with Nadine Criddle and submitted final draft
- Met with Youth Justice SME to validate one-pager process variation summary for Youth Justice
- Refinement of childcare model dashboard and data visualizations
- · Continued to draft preliminary list of information needed for demand forecasting gap assessment
- · Draft high-level conceptual model for data consolidation

#### Key activities planned for next week (week ending 13/09/2019)

- · Meet with co-design SME to provide insight into collaborative design
- · Provide future state development options for consideration
- Provide required information to support initial project governance meeting
- Continue drafting current state report and undertake internal EY reviews
- . Meet with Adoptions SME to validate one-pager process variation summary
- Refine forecasts and policy levers to childcare forecast model and further intergradation of scenarios (policy levers)
- Continue review of non-residential service landscape, contract management frameworks and other documentation
- Review draft information requirements with MCFD for stakeholder engagement

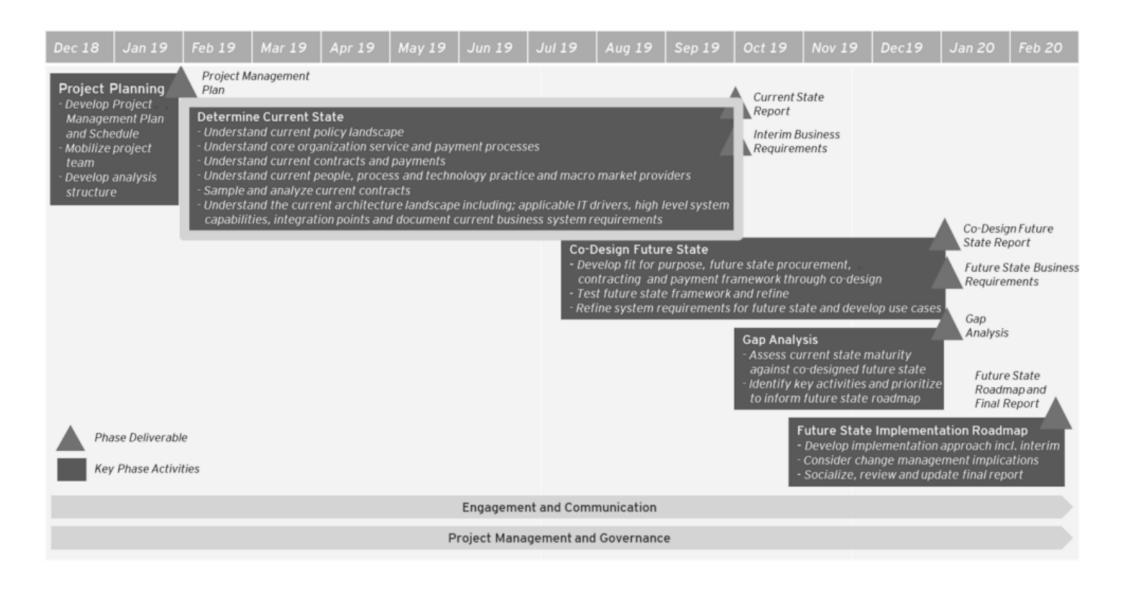
Upcoming Project Deliverables	Target Date	%	Status	Comments
Current State Contract Management Report	30 Sep	75%	G	First draft of current state report ready for internal review, incorporating internal feedback for draft client review
Interim Business Requirements	30 Sep	50%	G	
Childcare Demand Forecasting Model	30 Sep	75%	A	Continuing development of childcare forecast model and policy levers
Demand Forecasting Roadmap/ Action Plan	21 Oct	20%		List of key insights for stakeholder group
Co-Design Future State	31 Dec	0%		<ul> <li>Confirmation of attendees and approach required to progress future state workshops</li> <li>Developing future state development options and preparing information session on collaborative design for additional insight</li> </ul>
Gap Analysis/ Maturity Assessment	31 Dec	15%	G	<ul> <li>Developed the maturity section of the current state report to understand current state baseline of maturity against best practice</li> <li>Developed contract management lifecycle section of the current state report to understand specific areas of strength/ weakness</li> </ul>
Future State	20 Feb	0%	G	

Legend

On schedule/ no real issues

A Not on schedule/ minor issues only R Not on schedule/ major issues

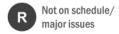




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On schedule/ no real issues

Not on schedule/ minor issues only



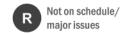


- Major Issues: Delayed or at risk to meet planned finish date with no identified solution or resolution
  Major changes to scope, budget, schedule, or resources have placed the project at critical risk. One or more of the following must change in order to proceed: workstream, schedule, resources, budget, scope.
- Minor Issues: At risk to not meet planned finish date with known action plan
  Potential impacts to scope, budget, schedule, or resources have placed the project at some risk. Project has the potential for delays, reduced quality or scope changes. Scope change does not impact schedule or budget.
  - No Real Issues: Project Milestone is on track with no critical/high risks or issues
    Project is on time, on budget, and within defined scope against the established baseline of the workstream.

Legend

On schedule/ no real issues







Week ending	09/13/2	2019	Update number	32	
Schedule	A	<ul> <li>Project Governance has been established. First meeting will be held on the 16<sup>th</sup> September</li> <li>The future state phase of the project is behind schedule. The impact of this delay will be better understood after the first Governance meeting, when direction will be provided on the approach and participants involved in future state development, however only minor impacts are expected at this time</li> <li>Working with France to revise the stakeholder engagement plan and understand potential impact on the Demand Forecasting workplan/ schedule</li> </ul>			
Stakeholder Engagement	A	scheduling and planning can o	ement approach provided to MCFD. Confirmation ccur information needed for demand forecastingprio	·	
Risks/ Issues	A	stakeholders which may delay     Provision of complete and relia     Availability of key stakeholders dates     Limited data and information relations.	med for future state workshops due to availabilit future state deliverables able data inputs to childcare model may delay fire a may impact the ability to confirm data gap asse equired for the demand forecasting gap assess p assessment and a limited understanding of th	nal deliverable essment workshop nent may cause	
Decisions/ approvals	A	Confirmation on future state de     Confirm review/ delivery proce	evelopment approach ss for interim business requirements		

## Achievements this week (09/13)

- Facilitated overview session with Co-Design SME
- Met with Adoptions SME to validate one-pager process variation summary
- Completed draft Current State Assessment for proofing and MCFD review
- Provided information to support Project Governance meeting including draft current state assessment key themes and future state options for consideration
- · Summarized assumptions and findings of Childcare forecasting model
- Incorporated policy lever inputs into model based on modeling assumptions
- Developed UML conceptual data model based on understanding of the non-residential services and data landscape
- Reviewed service landscape mapping and data model with France and discussed next steps and further refinements

### Key activities planned for next week (week ending 09/20/2019)

- Attend Project Governance meeting
- Provide Current State Assessment to MCFD for review and feedback
- . Complete Executive Summary and Next Steps section of report
- Begin planning for future state development pending governance decision
- . Complete first internal draft of PowerPoint Interim Business Requirements deliverable
- · Start Childcare model validation, back-testing and scenario analysis
- Refine modeling objectives and breakdown into information requirements
- Continue review of non-residential service landscape and related documentation specific to the data assets related to non-residential services
- Incorporate key service delivery specific elements into conceptual data model

Upcoming Project Deliverables	Target Date	%	Status	Comments	
Current State Contract Management Report	30 Sep	85%	G	<ul> <li>First draft of current state report completed for MCFD review</li> <li>Executive Summary and Next Steps to be provided on the 23<sup>rd</sup> September</li> </ul>	
Interim Business Requirements	30 Sep	60%	G	Developing Interim Business Requirements deliverable PowerPoint	
Childcare Demand Forecasting Model	30 Sep	80%	A	Model back testing and validation	
Demand Forecasting Roadmap/ Action Plan	21 Oct	30%		<ul> <li>Next iteration of conceptual data model and further revisions to service and data landscape mapping</li> <li>Draft information requirements</li> </ul>	
Co-Design Future State	31 Dec	0%		<ul> <li>Confirmation of attendees and approach required to progress future state workshops</li> <li>Developing future state development options and preparing information session on collaborative design for additional insight</li> </ul>	
Gap Analysis/ Maturity Assessment	31 Dec	15%	G	Completed maturity and contract management lifecycle assessment section of current state to inform Gap Assessment	
Future State Roadmap	20 Feb	0%	G	Provided options for consideration for future state development approach	

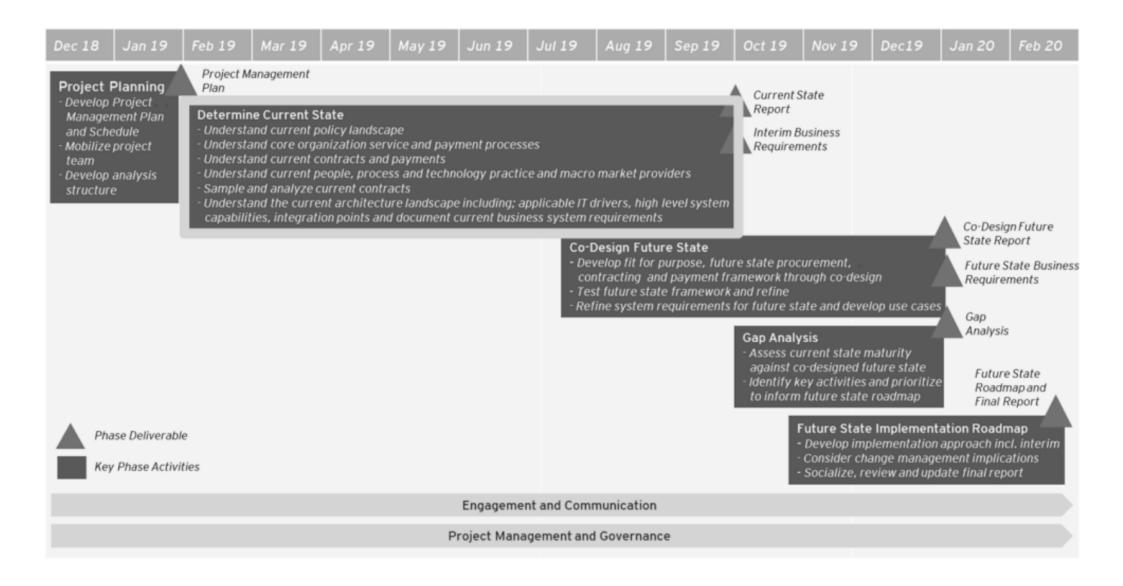
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On schedule/ no real issues



R Not on schedule/ major issues

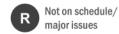




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On schedule/ no real issues

A Not on schedule/ minor issues only





- Major Issues: Delayed or at risk to meet planned finish date with no identified solution or resolution
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  - No Real Issues: Project Milestone is on track with no critical/high risks or issues
    Project is on time, on budget, and within defined scope against the established baseline of the workstream.

# STATEMENT OF WORK BUSINESS ADVISOR – STRATEGIC INITIATIVES

Contractor	Ernst & Young LLP
Supplier#	245048-005
Contract ID#	C18CFFS36902
Master RFP Reference#	RFP# SA-MF4
Statement of Work Ref#	2018 - MCFD (Contract - Payments Review)

#### WHEREAS:

- A. The parties entered into a General Service Agreement with an effective date of July 31, 2017 (the "Umbrella Agreement"), that contemplates Her Majesty the Queen in the Right of the Province of British Columbia (the "Province") retaining Ernst and Young LLP (the "Contractor") to cause Bill Kessels and the personnel she designates, to provide specified services in accordance with certain terms and conditions, set out in a Statement of Work once it has been agreed upon and executed by both parties;
- B. The Umbrella Agreement requires that the Contractor deliver to the Ministry Lead or such other person as the Ministry Lead may designate, a fully completed and signed copy of:
  - an "Undertaking of Confidentiality" that covers each and all of the Contractor and its employees, in the form attached as Appendix 2 to this Statement of Work, before starting work under each Statement of Work;
  - an "Undertaking of Confidentiality" that covers each Subcontractor and its employee(s), in the form attached as Appendix 3 to this Statement of Work, before a Subcontractor starts work under each Statement of Work;
  - 3. a "Conflict of Interest Disclosure" that covers each and all of the Contractor and its employees that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix 4 to this Statement of Work, before starting work under each Statement of Work; and
  - 4. a "Conflict of Interest Disclosure" that covers each Subcontractor and its employee(s) that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix 5 to this Statement of Work, before the Subcontractor starts work under each Statement of Work; and
- C. The parties wish to enter a Statement of Work as contemplated in the Umbrella Agreement.

**NOW THEREFORE** in consideration of these premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

## Agreement:

Any amendments to the Umbrella Agreement set out in this Statement of Work # 2018

 MCFD (Contract - Payments Review) only apply to this Statement of Work and do not apply to or vary the Umbrella Agreement for the purposes of other Statements of Work that the parties may enter into;

#### Term:

2. The term of this Statement of Work commences on **December 18**, 2018 and ends on **February 28**, 2020.

#### Services:

The Contractor will provide the Services described in this Statement of Work.

# **Background Context**

The Ministry of Children & Family Development (Ministry) works together with Delegated Aboriginal Agencies, Aboriginal service partners and approximately 5,400 contracted community social service agencies and foster homes, cross-government and social sector partners to deliver inclusive, culturally respectful, responsive and accessible services that support the well-being of children, youth and families.

The Ministry provides a range of services that support the well-being of children, youth and families in B.C. Those services are in six core business areas:

- Early childhood development and child care services;
- Services for children and youth with special needs;
- Children and youth mental health services;
- Child safety, family support and children in care services;
- Adoption services; and
- Youth justice services.

Since the early 1980's most of the services provided to children, youth and families by the Ministry have been provided by a combination of third party service providers and payment arrangements to individuals for the care of children, such as foster parents, family members and older children living independently.

The social services sector is unique as services are very dependent on human interactions/ relationships as well as community linkages, and service continuity is important for vulnerable populations who are often the primary users of the services. The service provider community includes government bodies (e.g. Health Authorities, School Districts) as well as for-profit and not-for-profit agencies which operate in union and non-union environments.

From time to time, the Ministry procures outside expertise to assist in reviews of operations and for facilitating improvements in administrative practices. The Ministry intends to review its operations and requires the expert services of a Contractor to assist in that process, and to make recommendations to improve the way the Ministry manages contracts with and payments to third party contractors and individuals that provide services in the full range of Ministry core business areas.

## A. Engagement

The Contractor will:

- Review the management of the full procurement life cycle of third party contracts and payment arrangements with individuals throughout all six of the core business areas of the Ministry; and
- b) Develop a Ministry management framework for third party contracts and payment arrangements with individuals that provides the Ministry with the tools it needs to efficiently and effectively deliver services that address the needs of the vulnerable children, youth and families within available Ministry resources.

The Ministry's objective of the review and framework is not to facilitate wholesale organizational changes (e.g. centralized versus decentralized). Rather, the review will largely focus on development of best practice policies, procedures, process tools, and internal controls that can be implemented independent of the current Ministry organization, and be adaptable as the Ministry's overall structure evolves.

The Contractor will report to a Ministry Steering Committee, with day-to-day management of the Services under the statement of work, as well as coordination with the Ministry, through a designated Ministry Lead.

The scope of the review is all third party contracts with service providers in the areas of residential services; non-residential services and child care; and payment arrangements with individuals, including Individual Funding Agreements related to Autism; Youth Agreements; Agreements with Young Adults; Post Adoption Assistance; Family Based Care; and Foster Care program areas. Additional program background information is provided in Appendix 6.

In addition, the scope includes a high level requirements assessment for a contract management and payments to individuals system.

The scope does not include:

- Contracts related to ministry functions that are not direct service delivery including consulting, advisory services and legal services, education, research and training services, information systems and information technology, and office services;
- Agreements with Delegated Aboriginal Agencies for delegated services; however, agreements for non-delegated services are in scope;
- Design of information technology systems needed to implement the framework developed under this review;

- Any potential improvements to the management of third party contracts and payment
  arrangements with individual in the ministry may require a new information
  management system. However, this system should be viewed as one of the tools to be
  used to achieve the objectives of this review; and
- As mentioned above, the review will inform IM/IT business requirements, systems
  analysis and design for a new contract management system. However, the actual
  implementation of a new contract management/payment system is not in scope for
  this review.

The review will be conducted in four phases:

# 1. Phase 0 - Kick Off and Project Initiation

- a. Conduct kick off meeting with Ministry and Contractor project team;
- b. Confirm project objectives;
- c. Confirm stakeholder engagement levels and plan (see phase 3); and
- d. Complete detailed Project Implementation Plan.

### 2. Phase One: Review (to be completed by September 30, 2019)

<u>Objective</u> – Review current contracts/arrangements and contracting practices by collecting information about the extent and cost of contacts and payment arrangements; how they are managed; and how their management integrates with social work practice and other front-line direct services (e.g. children and youth with special needs).

- a. Third Party Service Contract Stream looking separately at residential and non-residential third-party contracts, this area includes:
  - The Ministry's strategic framework, policies and procedures to put the review into the context of what the Ministry does;
  - ii. Description of the context of contract management and practice throughout the social services ministries and agencies of the BC government (including the Ministry of Social Development and Poverty Reduction; Community Living BC; and the Ministry of Health) and other relevant jurisdictions, and a description of social service contract and payment management best practices;
  - iii. Description of the functional roles and responsibilities of Ministry staff and staff of contractors in each of the phases of the procurement lifecycle;
  - Description of Ministry support and training structures for new staff responsible for procurement and contract management;
  - Description of the types and nature of contracts and contractors across the Ministry business areas for contracted residential and non-residential services;
  - Description of the structure of the market; business environment for contracted residential and non-residential services; and service delivery approaches in B.C.;
  - vii. Quantification of the number of contracts and contractors; services

- provided; length of time contractors have held Ministry contracts; and the geographical distribution of contractors;
- viii. Analysis of all components of the Ministy's contracts, including contract language; reporting requirements; and fees associated with various types of contracts and services;
- Description of current Ministry contracting practices and methodologies;
   risk analysis of Ministry practices; and comparison with government
   policies/procedures and best practices;
- x. Review of existing governance structure(s), internal controls and contracting related framework(s);
- xi. Analysis of the supply and demand for various types of services to assess the state of contractor capacity across the province;
- xii. Discussion of the interface between service delivery social work practice and contract management practice;
- xiii. Review of any other information required by the Contractor to comprehensively review contract management and practices;
- b. Payment Arrangements to Individuals Stream reviewing elements of this stream including:
  - Description of best practices for the management of payment arrangements with individuals;
  - Description of the program basis for the various types of payment arrangements;
  - Description of the management practices and controls used for various types of payment arrangements, including regional and local practice differences; risk analysis of Ministry practices; and comparison with best practices;
  - Quantification of the number and cost of the various types of payment arrangements;
  - v. Analysis of the interface between social work practice and contract management practice; and
  - vi. Review of any other information required required by the Contractor to comprehensively review the management of payment arrangements with individuals.
- Complete high level requirements assessment for a contract management and payments to individuals IM/IT system – including:
  - Create high level use cases based on review of current contract and payment practices;
  - ii. Assumption: Process maps and business architecture views exist e.g. integration, application etc;
  - iii. Create high level functional requirements based on existing current state documentations;
  - iv. Use work products from other workstreams to further create or update functional requirements (best practices, risks etc.);

- v. Conduct workshops to gather and then review/validate processes and requirements;
- vi. Add requirements based on best practices and contractor's experience with other similar systems and implementations; and
- vii. Add business architecture principles/requirements based on contractor's experience; and
- viii. If required by the Ministry, create functional system requirements to support an RFP.
- d. Prepare Draft and Final Interim Reports Phase 1, and submit to Ministry Lead, or such other person as the Ministry Lead designates.
- e. Phase 1 work will include, but not be limited to the following core activities:
  - Data collection
    - Collect background information;
    - Complete jurisdictional scan;
    - 3. Collect contract data; and
    - 4. Collect socio economic data.
  - ii. Analysis and Reporting (Current State):
    - Categorize contract data;
    - 2. Review contract samples;
    - 3. Develop contract dashboard;
    - 4. Assess contract management practices; and
    - Create and present current state report.
- 3. Phase Two: Framework Model Identification and Analysis, and Risks and Issues (to be completed by November 30, 2019)

<u>Objective</u> – Identify and analyze risks and issues based on the review in Phase 1, related to contract management and management of payment arrangements.

- a. Develop proposed Ministry contract management framework:
- b. Assess key aspects of the proposed end-to-end contract management and payment process;
- Assess risk controls;
- d. Analyze demand for services against capacity;
- e. Complete gap analysis;
- f. Analyze integration of contract management policy to social work practices; and
- g. Prepare Draft and Final Interim Reports Phase 2, which include findings; conclusions; identified quick win opportunities and more fulsome recommendations, and submit to Ministry Lead, or such other person as the Ministry Lead designates.
- 4. Phase Three: Stakeholder Consultation (Although identified as a stand alone phase to the engagement, Stakeholder Consultation will be consistent throughout the engagement as identified in the contractor's approach. Consultations will begin

immediately and conclude at the end of the engagement.)

Objective – Consult with stakeholders from the beginning of the engagement. A consultation plan will be designed in conjunction with the Ministry. Consultations will be part of the findings of Phases 1 and 2, including prioritizing areas of concern and/or packages of proposed changes based on criteria to be developed jointly by the Contractor and the Ministry. Findings will be communicated with stakeholders. Develop and submit reports.

- a. Develop consultation plan with Ministry;
- Develop workshops with contracted Ministry leadership;
- c. Develop workshops with contracted agency sector;
- d. Develop workshops with individual payment representative associations;
- e. Develop workshops with Ministry "fellow" organizations;
- f. Develop an evaluation framework to prioritize and sequence opportunities;
- g. Facilitate workshops with key stakeholders to complete opportunity evaluation;
- h. Prepare Draft Interim Report Phase 3, on opportunities identified, and submit to Ministry Lead, or such other person as the Ministry Lead designates;
- Conduct stakeholder consultations to capture feedback;
- j. Refine opportunities and options for addressing specific visible challenges; and
- Prepare Final Interim Report Phase 3 and submit to Ministry Lead, or such other person as the Ministry Lead designates.
- 5. Phase Four: Identification of Implementation Options (to be completed by February 28, 2019)

<u>Objective:</u> - Develop options for addressing the issues and moving toward best practices; increasing value for money; and prioritizing highest risks including a detailed implementation plan and schedule, with net cost estimates and timing, for contract management and management of payment arrangements.

- Develop Draft Detailed Implementation Plan, including functional requirements, with options and submit to Ministry Lead, or such other person as the Ministry Lead designates
- b. Review cycle 1;
- c. Review cycle 2;
- Develop Final Detailed Implementation Plan with options and submit to Ministry Lead, or such other person as the Ministry Lead designates; and
- e. Prepare Draft and Final Review Reports Phases 1-4.
- Provide ongoing engagement progress reports to the Ministry Steering Committee and/or Ministry Lead, or such other person as the Ministry Lead designates;
- As directed by the Ministry Steering Committee and/or Ministry Lead, or such other
  person as the Ministry Lead designates, provide briefings and/or presentations on the
  results of the review; and

8. Other directly related services as may be mutually agreed to by the Contractor and the Ministry Lead.

### B. Timeline

Table 1 sets out the timelines for completing the engagement.

Table 1

Phase	Timeline	Completion Deadline
Phase 0 - Kick Off and Project Initiation	December 2019	January 31, 2019
Phase One: Review and Interim Report,	January 2019 – September	September 30, 2019
and High Level Requirements	2019 (9 months)	
Phase Two: Model Identification and	October 1 – November 30,	November 30, 2019
Analysis, and Risks and Issues; and	2019	
Interim Report		
Phase Three: Stakeholder Consultation	January 2019 – February	February 28, 2020
and Interim Report	2020 (14 months)	
Phase Four: Identification of	January 2019 – February	February 2020
Implementation Options	2020	
Draft and Final Reports		

Initial Terms of Reference are set out in Appendix 6.

The Contractor has prepared an engagement proposal that is set out in Appendix 7, which has been incorporated into this Statement of Work.

- 4. In the event that the Contractor wishes for a person (Subcontractor), other than the Contractor and/or those persons identified in this Statement of Work, to deliver any or all of the Services, the Contractor will seek and obtain the prior written approval of the Ministry Lead, or such other person as the Ministry Lead may designate.
- 5. Prior to commencing the Services, the Contractor, must deliver to the Ministry Lead or such other person as the Ministry Lead may designate, a fully completed and signed copy of the "Conflict of Interest Disclosure", attached as Appendix 2 to this Statement of Work; and the "Undertaking of Confidentiality", attached as Appendix 4 to this Statement of Work.
- 6. To the extent that other persons have been identified and approved under Services sections 4 and 22, the Contractor must deliver to the Ministry Lead, or such other person as the Ministry Lead may designate, a fully completed and signed "Conflict of Interest Disclosure" and "Undertaking of Confidentiality" for each of those persons, attached as Appendix 3 and Appendix 5 to this Statement of Work.

#### Deliverables:

7. Before the term end of this Statement of Work, the Contractor and its Subcontractor as appropriate will prepare and deliver to the Ministry Lead or such other person or group as the Ministry Lead may designate, the following (specified for the purposes of this Statement of Work as the "Final Deliverables") as shown in Table 2.

#### Table 2

	Deliverables Activity (per Section 3)/Milestone	Target Date
1.	Draft and Final Interim Report – Phase 1	Sept 30, 2019
2.	Draft and Final Interim Report – Phase 2	November 30, 2019
3.	Draft and Final Interim Report – Phase 3	December 31, 2019
4.	Draft Review Report – Phases 1 - 4	January 31, 2020
5.	Final Review Report – Phases 1 - 4	February 28, 2020
6.	Prepare and submit to the Ministry Lead, or such other person as the Ministry Lead designates, or as further directed in Section 3, ongoing progress reports	Ongoing
7.	Other related services including additional tools, templates as required by Ministry. Additions would include change request/scope change.	TBD

As directed, the Contractor and a Subcontractor shall prepare for the approval of the Ministry Lead, or such other person or group as the Ministry Lead may designate, a Project Implementation Plan including but not limited to: a work plan with timelines and milestones; a project risk management plan; and a listing of the proposed project team members and credentials.

- 8. The form and content of reports and other deliverables, including ongoing progress reports, will be mutually agreed to between the Contractor and the Ministry Lead, or such other person as the Ministry Lead may designate.
  - a. At the end of each Phase, there will be a review of the results and Draft Interim Reports by the Ministry, and an opportunity for the Ministry and the Contractor review team to determine how the Interim Report results should affect the remaining phases of the review; and
  - b. Key government stakeholders will be given an opportunity to review Draft and Final Interim Reports and preliminary findings, and Draft and Final Review Reports,

### Reporting Accountability and Support:

- 9. The Contractor will report to the Ministry Lead, or such other person or group (e.g. project oversight committee) that the Ministry Lead may designate.
- 10. The Ministry will make reasonable efforts to provide or to assist the Contractor and its Subcontractor with obtaining timely access to information and personnel that the Ministry and the Contractor mutually agree is required for the Contractor to perform the Services.

- 11. The Contractor will rely on information provided to it by the Ministry; or other parties authorized to provide such information, and will make reasonable efforts to independently verify its accuracy and completeness within the time and provisions of any approved Project Implementation Plans prepared as part of this Statement of Work.
- 12. On an ongoing basis, the Ministry Lead, or such other person or group that the Ministry Lead may designate, and Contractor will mutually review the Services, Project Implementation Plan and project timelines to confirm the appropriateness of, or amend the identified Services, work plan, project budget and timelines.

### **Project Material**

- 13. All material owned by the Contractor prior to the commencement of this Statement of Work is the property of the Contractor. All material received, created or disbursed under this Statement of Work is the property of the Parties but may be subject to the *Freedom of Information Act*. The Contractor will ensure that to the extent that personnel or subcontractors are located outside of Canada, any material that is the property of the Ministry shall be secured and remain within Canada. At the end of the term of this Statement of Work, all material received from the Parties shall be returned to each of those Parties.
- 14. The form, content and timing of reports/other deliverables, including ongoing progress reports, to the extent it is not defined in this Statement of Work, will be mutually agreed to between the Contractor and the Ministry Lead or such other person as the Ministry Lead may designate.
- 15. Further to sections 5.3 and 6 of the Umbrella Agreement, should the Contractor be required to comply with a professional standard that requires the retention of and access to records owned by the Province under this Statement of Work #2018 MCFD (Contract Payments Review) by persons other than those that are covered by and subject to an "Undertaking of Confidentiality" and a "Conflict of Interest Disclosure" as further described in Appendices 2 5 of this statement of work, the Contractor will provide to the Ministry Lead a list of such records and an additional "Undertaking of Confidentiality" and "Conflict of Interest Disclosure" for each such person.

# Fees and Expenses:

- 16. Despite sections 17 through 20 of this Statement of Work, up to \$1,788,600 (CDN) is the maximum amount which the Province is obliged to pay to the Contractor for fees under this Statement of Work (exclusive of any applicable taxes described or referenced in section 3.1(c) of the Umbrella Agreement) without prior written approval from the Finance Lead or such other person as the Finance Lead may designate. Such amount includes \$1,633.000.00 (CDN) for fees and \$155,600.00 (CDN) for travel and other expenses.
- 17. Fees at the hourly rate specified below at Table 3 for those hours during the Term when the

Contractor or Subcontractor provides the Services. Contractor rates shall not exceed those already approved under and existing contract with the Ministry of Finance. As part of this Statement of Work, the Ministry Lead and Finance Lead may approve rates or Subcontractors that exceed the prior-approved Contractor rate, provided that:

- (a) The majority of work is carried out by the Contractor and use of an approved Subcontractor is for a short-term period only; and
- (b) Overall costs of the Statement of Work are lower for provincial taxpayers than other proposals received by the Ministry.

Table 3

Person	Hourly rate (\$CDN)
Contractor's Key Personnel (1):	
Christian Kittleson, Associate Partner	300
John Penner, Partner	300
Alice Sciascia, Senior Manager	300
Madelein Myburgh, Senior Manager	300
Nicholas Winters, Manager	300
Nidhin Ramachandran, Senior Consultant	200
Katie Mullback, Senior Consultant	200
Bill Kessels, Partner	300
Barry Levine, Associate Partner	300
Krista Yates, Senior Manager	300
Mark Nixon, Partner	500
Mohamed Bhamani, Associate Partner	300
Other staff	TBD
Subcontractor:	
Lois Wynne	125
Kim Baird	250

<sup>\*</sup> The Contractor has used an "averaging-in" methodology for setting rates, so that overall hourly rates do not exceed \$300 (CDN). EY has access to expert subject matter personnel whose hourly rates charged to EY Canada can sometimes significantly exceed these amounts.

- 18. Unless otherwise specified, fees will be at an hourly rate approved in advance in writing by the Ministry Lead or such other person as the Ministry Lead may designate for those hours during the Term when an additional approved Subcontractor or Key Personnel of the Contractor provides the Services.
- 18. The Ministry Lead or such other person as the Ministry Lead may designate, will not approve an hourly rate for a Subcontractor or Key Personnel that exceeds the rate approved for Bill Kessells, unless, to the extent commercially possible, use of such personnel is minimized and overall value-for-money under the statement or work remains equivalent as if such resources were not used.
- 19. Subject to sections 21 and 22 of this Statement of Work,
  - (a) the Contractor's travel, accommodation and meal expenses for travel greater than 32

- kilometers away from the Contractor's mailing address on the same basis as the Province pays its Group II employees when they are on travel status (see attached Appendix 1 Group II Rates Expenses for Contractors); and
- (b) the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

20. Travel and expense authorizations will be subject to prior approval by the Ministry Lead or such other person as the Ministry Lead may designate.

#### Statements of Account:

- 21. In order to obtain payment of any fees and expenses under this Statement of Work for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:
  - (a) the Contractor's legal name and address;
  - (b) the date of the statement, and the Billing Period to which the statement pertains;
  - (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
  - (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
  - (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
  - (f) a description of this Statement of Work;
  - (g) the following coding:

    Client: 039 RC: 18XCA SL: 14110 STOB: 6101 & 6102 Project: 180000
  - (h) a statement number for identification; and
  - any other billing information reasonably requested by the Province.

#### Subcontractors and Key Personnel:

22. Lois Wynne and Kim Baird are named as an approved Subcontractor for the purposes of this Statement of Work.

- 23. Without limiting the generality of sections 2.5 and 13.4 of the Umbrella Agreement [Standards in relation to persons performing Services and Subcontracting], the Contractor is responsible for the work of any Subcontractor in providing the Services under this Statement of Work.
- 24. If seeking the Province's prior written approval under sections 13.4 or 13.12 of the Umbrella Agreement [Subcontracting and Key Personnel], the Contractor will submit to the Ministry Lead or such other person as the Ministry Lead may designate a listing of the hourly rates to be changed for such persons for prior written approval.

# Payments Due:

25. Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Statement of Work and the Umbrella Agreement, the Province must pay the Contractor the fees and expenses (plus all applicable taxes), claimed in the statement if they are in accordance with this Statement of Work and the Umbrella Agreement. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

#### Miscellaneous:

26. For the purpose of this Statement of Work, the Ministry Lead and Finance Lead are as follows:

Ministry Lead:

Name:	Philip Twyford	Title:	ADM, Ministry of Children and Family Development
E-mail:	Philip.Twyford@gov.bc.ca	Tel:	(250) 516-0268

# Finance Lead:

			ADM, Deputy Minister's
Name:	Doug Foster	Title:	Office, Ministry of Finance
E-mail:	Doug.Foster@gov.bc.ca	Tel:	(250) 387-9022

27. The Umbrella Agreement, as amended by this Statement of Work as the case may be, is ratified and confirmed.

# **Execution and Delivery of Statement of Work:**

28. This Statement of Work may be entered into by a separate copy of this Statement of Work being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 of the Umbrella Agreement or any other method agreed to by the parties. The parties have executed this Statement of Work as follows:

SIGNED on the day of da	SIGNED on the 18 day of Decelor, 208 on behalf of the Province by its duly authorized representative:
signatories).	
Signature(s)  Christian Kittleson	Signature Philip Twyford
Print Name(s)	Print Name
Associate Partner, on behalf of Ernst & Young LLP	Assistant Deputy Minister, Ministry of Children and Family Development
Print Title	Print Title

#### APPENDIX 1 – GROUP II RATES EXPENSES FOR CONTRACTORS

# APPENDIX 1 - Group 1 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for GST credits).

#### Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

Effective April 1, 2016, the following meal allowances can be claimed which must not exceed \$49.05 per day (receipts are not required):

(section me surfactor).		
Breakfast only	\$12.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$13.80	ciaim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$23.25	ciaim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$25.80	see above
Breakfast and dinner only	\$35.25	see above
Lunch and dinner only	\$37.05	see above
Full day	\$49.05	i e

2. Mileage Rates When Using Private Vehicle: Effective April 1, 2016 the private vehicle rate is \$.53 per kilomètre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

#### 3. Taxi and Packing:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

Approved car rental agencies and the maximum rates for each community are listed at <a href="https://www.nss.gov.bc.ca/csa/cateoories/">https://www.nss.gov.bc.ca/csa/cateoories/</a> vehicle rentals/vehicle rentals, daily/vehicle rentals daily.htm i#suppliers. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required.

PAI (personal accident insurance) will not be reimbursed.

CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

#### 5. Accommodation:

a) Hatel/motel (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be dained.

for rooms and supplementary items (e.g., parking) are listed in the <u>Accommodation Guide</u>. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed.

The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) Private lodging (receipts are not required): \$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

#### 7. Miscellaneous Travel Expenses:

Laundry, grabulties, porterage and personal phone calls cannot be claimed. Ferry charges and highway toils can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of

#### **B.Out-of-Province Travel:**

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the director must accompany the expense daim.

#### Other Expenses

Business Expenses (e.g., all costs associated with meetings, including business and guest meals):
 Claims for business expenses must be accompanied by an

approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2.GST:
When receipts are submitted for reimbursement, they should
When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST. A contractor with n GST registration number can daim input tax credits from Canada Revenue Agency.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.): Miscellaneous expenses will be paid if supported by original

receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any misc. expenses.

FIN FSA 031 REV Apr/16

### Appendix 2 - Contractor's Undertaking of Confidentiality

Contractor: Ernst & Young LLP

Statement of Work: #2018 - MCFD (Contract - Payments Review)

- In consideration of its role as special advisor to the Province, the Contractor undertakes on behalf of itself and its employees and its Subcontractor, to treat as confidential and not disclose, refer to, or permit to be disclosed, at any time, information they produce for or obtain from the Organization or its clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of Cabinet ("Cabinet Committee") or an advisor to any such party (verbally, electronically or in writing), in relation to or resulting from this Statement of Work, including but not limited to the following:
  - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Organization;
  - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
  - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
  - (d) the fact that they have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
  - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that they become aware of by virtue of this Statement of Work;
  - any reports, recommendations or analysis prepared for, by or in connection with the
     Organization that they become aware of by virtue of this Statement of Work; and
  - (g) the terms of this Undertaking.
- 2. Section 1 of this Undertaking does not apply insofar as:
  - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
  - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;

- (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Agreement; or
- (d) the disclosure is required to comply with applicable laws.
- 3. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat as confidential:
  - (a) any legal advice the Contractor and/or its Key Personnel receives on behalf of the Province under this Statement of Work other than to communicate it to authorized officials of the Province, and
  - (b) any legal advice otherwise obtained by the Province that the Contractor and/or its Key Personnel become aware of or is provided access to in connection with this Statement of Work.

#### and will not:

- (a) permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws; or
- (b) do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
- 4. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat any Sensitive Information (other than information that may be subject to solicitor-client privilege that is addressed in the preceding section) that the Contractor and/or its Key Personnel receive or produce in connection with this Statement of Work as confidential and will not permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws.
- 5. For greater certainty, the Contractor acknowledges that the exceptions set out in subsections 5.3(b) and (c) of the Agreement and sections 2(b) and (c) of this Undertaking do not apply to section 3 or 4 of this Undertaking.
- 6. The Contractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1, 3 or 4 above for any other purpose other than those expressly provided for under this Statement of Work.
- 7. The Contractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.

- 8. The Contractor undertakes to cause its employee(s) and Subcontractor(s), upon request of the Province, to return to the Province or its designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.
- 9. The Contractor undertakes on behalf of itself and its employees that it will immediately notify the Ministry or Organizational Lead specified in this Statement of Work, if it or any of its employee(s) or Subcontractor(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking and/or the Agreement.
- 10. The Contractor undertakes to cause its employee(s) and Subcontractor(s) to immediately notify the Ministry or Organizational Lead specified in this Statement of Work, if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, any of its employee(s) or Subcontractor(s) become aware of a disclosure of information contrary to this Undertaking and/or the Agreement.

SIGNED on the 8 day of December, 20/8 by the Contractor (or, if not an individual, on
its behalf by its authorized signatory or signatories):
Signature(s)
Christian Kittleson
Print Name(s)
Associate Partner, Ernst & Young LLP
Print Title(s)

# Appendix 3. 1 - Subcontractor's Undertaking of Confidentiality

Subcontractor: Lois Wynne

Contractor's Statement of Work: #2018 - MCFD (Contract - Payments Review)

- In consideration of my role as a subcontractor to Ernst & Young LLP (the "Contractorr"), I I, Lois Wynne (the "Subcontractor") undertake on behalf of myself and my employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information that I or my employee(s) produce for, or obtain from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), its Crown corporations, agencies or clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of the Cabinet, or an advisor to any such party (verbally, electronically or in writing) in relation to or resulting from Statement of Work, including but not limited to the following:
  - (a) the contents of materials, including presentations brought to meetings or circulated to
    or within the Province, its Crown corporations and agencies (collectively or separately
    as the context requires, the "Organization");
  - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
  - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
  - (d) the fact that I and/or my employee(s) have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
  - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that I and/or my employee(s) become aware of by virtue of Statement of Work;
  - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that I and/or my employee(s) become aware of by virtue of Statement of Work; and
  - (g) the terms of this Undertaking.

- 2. Section 1 of this Undertaking does not apply insofar as:
  - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
  - (b) the information to be disclosed is general public knowledge other than because of a breach of this Statement of Work;
  - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Statement of Work; or
  - (d) the disclosure is required to comply with applicable laws.
- The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1 above for any other purpose other than those expressly provided for under Statement of Work #2018 – MCFD (Contract – Payments Review).
- 4. The Subcontractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of Statement of Work, including all copies, derivatives, reports and analysis containing such information.
- 5. The Subcontractor undertakes on behalf of itself and its employees that it will immediately notify the Ministry or Organizational Lead specified in Statement of Work #2018 MCFD (Contract Payments Review) if it or any of its employee(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking.

SIGNED on the  $\underline{29^{\text{th}}}$  day of  $\underline{\text{August}}$   $\underline{2018}$  by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

dos Wynne	
Signature(s)	
Lois Wynne	
Print Name(s)	
Subcontractor to EY LLP	
Print Title(s)	

P.

## Appendix 3. 2 – Subcontractor's Undertaking of Confidentiality

Subcontractor: Kim Baird

Contractor's Statement of Work: #2018 - MCFD (Contract - Payments Review)

- In consideration of my role as a subcontractor to Ernst & Young LLP (the "Contractor"), I I, Kim Baird (the "Subcontractor") undertake on behalf of myself and my employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information that I or my employee(s) produce for, or obtain from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), its Crown corporations, agencies or clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of the Cabinet, or an advisor to any such party (verbally, electronically or in writing) in relation to or resulting from Statement of Work, including but not limited to the following:
  - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Province, its Crown corporations and agencies (collectively or separately as the context requires, the "Organization");
  - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
  - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
  - (d) the fact that I and/or my employee(s) have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
  - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that I and/or my employee(s) become aware of by virtue of Statement of Work;
  - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that I and/or my employee(s) become aware of by virtue of Statement of Work; and
  - (g) the terms of this Undertaking.

- 2. Section 1 of this Undertaking does not apply insofar as:
  - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
  - (b) the information to be disclosed is general public knowledge other than because of a breach of this Statement of Work;
  - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Statement of Work; or
  - (d) the disclosure is required to comply with applicable laws.
- The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1 above for any other purpose other than those expressly provided for under Statement of Work #2018 – MCFD (Contract – Payments Review).
- 4. The Subcontractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of Statement of Work, including all copies, derivatives, reports and analysis containing such information.
- 5. The Subcontractor undertakes on behalf of itself and its employees that it will immediately notify the Ministry or Organizational Lead specified in Statement of Work #2018 MCFD (Contract Payments Review) if it or any of its employee(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking.

SIGNED on the  $4^{th}$  day of September 2018 by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Lim BOM	
Signature(s)	
Kim Baird	
Print Name(s)	
Subcontractor to EY LLP	
Print Title(s)	

 $\alpha' \cdot \alpha$ 

# Appendix 4 - Contractor's Conflict of Interest Disclosure

Contractor: Ernst & Young LLP

Statement of Work: #2018 - MCFD (Contract - Payments Review)

Definition: "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of the Province, and the Contractor's, its employee(s)' and/or its Subcontractor(s)' duty to act for the benefit of another party or the Contractor's, its employee(s)' and/or its Subcontractor(s)' interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- · directorship, employment or contractual interest;
- · interest in business enterprises or professional practices;
- · share ownership;
- · beneficial interest in trusts;
- · professional or personal association with the Province;
- · professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to
  the Province and another party with interests that are inconsistent or competing with the
  Province's interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to
  influence the objective exercise of the person's duties to, or in respect of, the Province.

The Contractor has reviewed this Statement of Work and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Contractor hereby declares on behalf of itself and its employee(s) (collectively "we" or "our"), that it has disclosed any Conflicts of Interest that currently exist in respect of this Statement of Work in the space afforded below.

- 1. A direct or indirect conflict with my/our duties to the Province under this Statement of Work may arise because (please indicate if non-applicable):
  - a) I/We, or my/our Associates<sup>1</sup>, hold the following offices (appointed or elected):

Not applicable

<sup>&</sup>lt;sup>1</sup> "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

# Not applicable

c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving the Province.

Project descriptions include projects from previous contract and completed in past years; not all are current. Current projects understand or identified as at date of contract signing are indicated with a "\*":

Client	Project Description	Assessment of Conflict of Interest
BC liquor Distribution Branch	Wholesale pricing review	No conflict of interest
BC Lotteries Corporation	Commissions and Cost Containment eGaming Playnow Digital penetration Talent Practices Review Customer Loyalty Program	No conflict of interest
Ministry of Finance	Confidential shared services review for non- commercial Crowns Confidential advice on LNG taxation framework Review of ICBC finances/claims management	No conflict of interest
Ministry of Education	Review of the Vancouver School Board (2015) *Jurisdictional Scan, Distributive Learning *Jurisdictional Scan, Targetted Funding	No conflict of interest
Ministry of International Trade	Impact assessment arising from Alberta's trade policies	No conflict of interest
Ministry of Natural Gas Development	Review of Australian LNG and Oil Pipeline Policy	No conflict of interest

ICBC	*IT advisory services for implementation of Guidewire Policy Centre and SAP integration. Litigation support Customer & Injury Operations Strategic Sourcing Project *Review Services *Claims QA Design	No conflict of interest
Provincial Health Services Authority	Organization review	No conflict of interest
BC Housing	Conducted social return on investment [SROI] analysis services on BC Housing's affordable rental unit programs. The engagement ran from May-August 2014	Does not present a conflict of interest under applicable professional standards
BC Oil & Gas Commission	Review of hydraulic fracturing regulations	No conflict of interest
Health Shared Services BC	Acting as Fairness Advisor to HSSBC for a RFP to select vendors for selected surgical equipment and consumables	No conflict of interest
Community Living BC	Internal audit of CLBC conflict of interest policy and management procedures. Client is Director of Internal Audit. Value of work is \$15,000. Time period is April- May 2014. No team members involved.	No conflict of interest
BC Assessment	Organization design, ERM planning and PM for transformation program.	No conflict of interest
Columbia Basin Trust	Internal audit services Advisory services associated with Implementation of CBT Information Management System (IMS)	No conflict of interest
BCIMC	Auditors of real estate portfolio	No conflict of interest
Ministry of Energy and Mines	Columbia River Treaty Economic Analysis	No conflict of interest
BC Legislature	Internal audit services	No conflict of interest

Ministry of Health	General statistical consulting and support in dispute resolution cases Workforce Capacity Assessment Governance Review *IT Target Operating Model	No conflict of interest
Ministry Citizens' Services	*Recently completed Project Management Handbook and Jurisdiction Scan for SPO	No conflict of interest
Government Communications and Public Engagement	*Inventory of forms and templates for digital	No conflict of interest
BC Hydro	Advisory services on a confidential matter which could involve litigation expert work Site C Program Assurance Governance Review Health Workforce Capacity Assessment	No conflict of interest
Ministry of Justice	Tax advice and sundry advice on contract issues for the Sea to Sky Highway.  Expert witness work for MOJ related to various litigations involving the Crown.	No conflict of interest
Ministry of Finance/Ministry of Natural Gas Development	Financial modelling and general advisory on LNG taxation & other revenues framework *NRPP useful life assessment	No conflict of interest
VIHA and PBC	Financial advisory support to North Island Hospital	No conflict of interest
PHSA and PBC	Financial advisory support to BC Children and Women's Hospitals	No conflict of interest
College of Physicians & Surgeons of BC	*Governance Review	No conflict of interest

PHSA (and MOH) and BCCA	*Clinical & Systems Transformation Program Assurance – Independent Verification & Validation Services Assessment of Health Shared Services and a Governance Review for HSSBC ERP Procurement Oncologist Capacity and Demand Organization Design Performance Management System	No conflict of interest
	Pharmacy Forecasting	
BC Pension Corporation	*Business process redesign	No conflict of interest
Ministry of Environment	*Hazardous materials tax regime review	No conflict of interest
Ministry of Transportation and Infrastructure	Review of ICBC finances/claims management	No conflict of interest

d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

Person	Entity	Nature of Relationship
Fiona Macfarlane, EY BC Managing Partner	University of BC	Director
	Immigrant Employment Council of BC Premier's Council on Disabilities	
John Bethel, EY National Health Practice leader	Fraser Health Authority	Director

Kirsten Tisdale, EY BC Public Sector Leader	BC Women's Hospital BC Cancer Foundation	Director
Doug Campbell Retired Partner (Independent Advisor to EY ,BC Public Sector	EComm 911 of British Columbia	Board Chair

e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

Ernst and Young is of the opinion that there are no matters of direct personal associations or affiliations under this sub-section that create a real or perceived conflict of interest in relation to the subject matter of this Statement of Work.

f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

Ernst and Young is of the opinion that there are no matters of direct personal associations or affiliations under this sub-section that create a real or perceived conflict of interest in relation to the subject matter of this Statement of Work.

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

#### Not Applicable

3. A Conflict of Interest with my/our duties to the Province under this Statement of Work may arise because 1/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):

# Not Applicable

4. The following is a list of each Subsidiary<sup>2</sup> or Affiliate<sup>3</sup> of a company listed In Section 1 of this declaration.

### Not Applicable

Company listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
Not Applicable		

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)'/our ability to exercise judgment with a view to the best interests of the Province under this Statement of Work:

EY has undertaken an inquiry of its available records to determine whether potential conflicts of interest might exist with respect to the performance of this engagement.

Based on the results of our search, we do not believe that any conflict of interest exists that would prevent us from accepting this engagement. However, the nature and size of the global network of EY member firms and the magnitude of their past and present clients and professional relationships do not allow us to be certain that every possible relationship or potential conflict of interest has come to our attention.

Signed this Bday of MCEMBER 20 18

Signature(s)

Title

Christian Kittleson

Associate Partner, Ernst & Young LLP

### Appendix 5.1 - Subcontractor's Conflict of Interest Disclosure

Subcontractor: Lois Wynne

Contractor's Statement of Work: ##2018 - MCFD (Contract - Payments Review)

Definition: "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), and the Contractor's, its employees' and/or its Subcontractor's duty to act for the benefit of another party or the Contractor's, its employees' and/or its Subcontractor's interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- · interest in business enterprises or professional practices;
- · share ownership;
- · beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty
  to the Province and another party with interests that are inconsistent or competing with
  the Province's interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person's duties to, or in respect of, the Province.

Lois Wynne (the "Subcontractor" or "I") has reviewed Statement of Work #2018 – MCFD (Contract – Payments Review) and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Subcontractor hereby declares on behalf of itself and its employee(s) (collectively "we" or "our"), that it has disclosed any Conflicts of Interest that currently exist in respect of Statement of Work #2018 – MCFD (Contract – Payments Review) in the space afforded below.

- 1. A direct or indirect conflict with Ernst & Young LLP or the Province under this Statement of Work may arise because:
  - a) I/We, or my/our Associates<sup>4</sup>, hold the following offices (appointed or elected):

Non-applicable

b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

Non-applicable

c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.

Non-applicable

d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

Non-applicable

e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

Non-applicable

f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

Non-applicable

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

Non-applicable

3. A Conflict of Interest with the Contractor's duties to the Province under Statement of Work #2018 – MCFD (Contract – Payments Review) may arise because I/we receive financial remuneration for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable): Non-applicable

<sup>&</sup>lt;sup>4</sup> "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

4.	The following is a list of each Subsidiary <sup>5</sup> or Affiliate <sup>6</sup> of a company listed in section 1 of
	this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
Non-applicable		

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	ne <u>18</u> day of its behalf by its		•	(or, if not an
ividual, on	its behalf by its		•	(or, if not an
	its behalf by its		•	(or, if not an

- a) it is controlled by:
  - that other corporation;
  - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation;
- two or more other corporations, each of which is controlled by that other corporation; or (b) it is a subsidiary or a subsidiary of that other corporation.

Print Title(s)

 $<sup>^{5}</sup>$  For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

 $<sup>^{6}</sup>$  For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

### Appendix 5.2 - Subcontractor's Conflict of Interest Disclosure

Subcontractor: Kim Baird

Contractor's Statement of Work: ##2018 - MCFD (Contract - Payments Review)

Definition: "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), and the Contractor's, its employees' and/or its Subcontractor's duty to act for the benefit of another party or the Contractor's, its employees' and/or its Subcontractor's interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

**Discussion:** A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- · share ownership;
- · beneficial interest in trusts;
- professional or personal association with the Province;
- · professional association or relationship with other organizations or individuals;
- · personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province's interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person's duties to, or in respect of, the Province.

Kim Baird (the "Subcontractor" or "I") has reviewed Statement of Work #2018 – MCFD (Contract – Payments Review) and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Subcontractor hereby declares on behalf of itself and its employee(s) (collectively "we" or "our"), that it has disclosed any Conflicts of Interest that currently exist in respect of Statement of Work #2018 – MCFD (Contract – Payments Review)

in the space afforded below.

- A direct or indirect conflict with Ernst & Young LLP or the Province under this Statement of Work may arise because:
  - a) I/We, or my/our Associates<sup>4</sup>, hold the following offices (appointed or elected):

N/A – only BC appointment is Indigenous Business Investment Council – focused on economic development.

b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

None

c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.

None

d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

I advise Huu-ay-aht First nation on welfare matters

e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

Non related to MCFD

f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

N/A

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

My advice on child protection issues may not be consistent with Government of BC practices

3. A Conflict of Interest with the Contractor's duties to the Province under Statement of Work #2018 – MCFD (Contract – Payments Review) may arise because I/we receive financial remuneration for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable): N/A

<sup>&</sup>lt;sup>4</sup> "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

4.	The following is a list of each Subsidiary <sup>5</sup>	or Affiliate <sup>6</sup>	of a company I	isted in section 1 o
	this declaration.			

	Name of Subsidiary or	Type of Busines	s
Company Listed in Section 1	Name of Subsidiary or	Ordinarily Carried on b	y
	Affiliate	Subsidiary or Affiliate	
N/A			

5.	Other than disclosed above, I/we have the following relationships or interests that could
	compromise, or be perceived to compromise, my employee(s)'/our ability to exercise
	judgment with a view to the best interests of the Province under this Statement of Work.

Unknown				

SIGNED on the 17th day of December 2018 by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Vini Bourd	
Signature(s)	
Kim Baird	
Print Name(s)	
Subcontractor to EY LLP	

Print Title(s)

- a) it is controlled by:
  - that other corporation;
  - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation;
- (iii) two or more other corporations, each of which is controlled by that other corporation; or(b) it is a subsidiary or a subsidiary of that other corporation.

 $<sup>^{5}</sup>$  For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

<sup>&</sup>lt;sup>6</sup> For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

Appendix 6 – Statement of Work #2018 – MCFD (Contract – Payments Review) - Additional Initial Terms of Reference Information

Ministry of Children and Family Development

Terms of Reference – Review of the Management of Third Party Contracting and Payment Arrangements with Individuals

#### Context

The Ministry of Children and Family Development provides a range of services that support the well-being of children, youth and families in B.C. Those services are in six core business areas:

- Early childhood development and child care services;
- Services for children and youth with special needs;
- Children and youth mental health services;
- Child safety, family support and children in care services;
- Adoption services; and
- Youth justice services.

Since the early 1980's most of the services provided to children, youth and families by the Ministry have been provided by a combination of third party service providers and payment arrangements to individuals for the care of children, such as foster parents, family members and older children living independently.

The social services sector is unique in that services are very dependent on human interactions/relationships as well as community linkages and service continuity is important for vulnerable populations who are often the primary users of the services. The service provider community includes government bodies (e.g. Health Authorities, School Districts) as well as for profit and not for profit agencies which operate in union and non-union environments.

From time to time the Ministry procures outside expertise to review its operations and assist it in improving its administrative practices. At present it is seeking a contractor to review and make recommendations to improve the way the Ministry manages contracts with and payments to third party contractors and individuals providing services in the full range of its core business areas.

### Third Party Contractors

Over 50% of MCFD's services are delivered through contracts, most of which are classified as Third Party Service Agreements (e.g. Child Care Services such as Child Care Operating Fund, Major Capital Investments and Minor Capital Investments; Residential Services for Children in Care; and Non-Residential Services, such as Child and Youth Mental Health, Child and Youth with Special Needs, Early Years, Youth Justice and Family Preservation). In 2017/18, there were over 11,500 STOB 80 contracts and agreements with over 7,300 service providers at a total annual expenditure of about \$1.4 billion.

Management of contracts with third party service providers is complex. Most Ministry services fall into two areas: residential services for children for children and youth; and non-residential services for children, youth and families to help them deal with issues they may be facing and reduce vulnerability and risk for the children and youth. Residential and non-residential service contracts are managed separately. The complexity arises because there is a wide diversity in terms of both contractors and contracts.

Many contractors are not-for-profit societies but there are also for-profit companies providing services, especially in the residential service area. Service providers vary significantly in terms of the number of contracts they have with the Ministry, number of staff employed, geographical area covered, whether or not they also have contracts with other social Ministries and agencies, such as Community Living BC, health authorities and the justice system. Contractors also vary in terms the types of services that they provide. The Ministry has different approaches to the way that contracts are managed in terms of how policy and procedures are followed, depending on geography and type of contract.

A growing proportion of services are provided by Delegated Aboriginal Agencies, who have the full authority to enter into their own contracts with third part service providers.

### Payment Arrangements with Individuals

The management of payment arrangements with individuals differs significantly from the management of third party contracts. Most such arrangements are with one individual or family unit, related to a specific child or small group of children and made under relatively well-defined programs, such as payments to foster parents, with defined criteria to establish payments, and accountability expectations and mechanisms. A number of such payment arrangements are managed at the local level and there are local practice differences for the various types of payments, based on considerable local discretion. Some programs are managed at the provincial level, including autism and child care subsidy programs.

The system that is used for payment arrangements with individuals (and also 3<sup>rd</sup> party contracts for residential services) is a legacy mainframe system that must be replaced before mainframe services are eliminated in the BC government in 2021. System design is not in scope for this review.

### Task

MCFD is seeking a team from a single proponent to:

- review the management of the full procurement life cycle of third party contracts and payment arrangements with individuals throughout all six of the core business areas of the Ministry; and
- develop a Ministry management framework for third party contracts and payment
  arrangements with individuals that provides the Ministry with the tools it needs to
  efficiently and effectively deliver services that address the needs of the vulnerable
  children, youth and families which the ministry serves within the fiscal resources
  available.

The Ministry's objective of the review and framework is not to facilitate wholesale organizational changes (e.g. centralized versus decentralized). Rather, the review will largely focus on development of best practice policies and procedures that can be implemented independent of the current Ministry organization, and be adaptable as the Ministry's overall structure evolves.

The contractor will report to a Steering Committee, with day-to-day management of the contract and coordination with the Ministry through a designated Ministry lead.

The scope of the review is all third party contracts with service providers in the areas of residential services, non-residential services and child care, and payment arrangements with individuals, including Individual Funding Agreements related to Autism, Youth Agreements, Agreements with Young Adults, Post Adoption Assistance, Family Based Care, Foster Care program areas.

The scope does not include:

- contracts related to ministry functions that are not direct service delivery including consulting and advisory services, education and training services, information systems and information technology, and office services;
- · agreements with Delegated Aboriginal Agencies for delegated services; and
- design of information systems needed to implement the framework developed under this review.

The review will be conducted in four phases:

- Review of current contracts/arrangements and contracting practices by collecting information about the extent and cost of contacts and payment arrangements, how they are managed and how their management integrates with social work practice:
  - a. Third Party Service Contract Stream looking separately at residential and non-residential third-party contracts, this area includes:
    - The Ministry's strategic framework, policies and procedures to put the review into the context of what the Ministry does;
    - ii. Description of the context of contract management and practice throughout the social services ministries and agencies of the BC government (including the Ministry of Social Development, Community Living BC and the Ministry of Health) and other relevant jurisdictions, and describe social service contract and payment management best practices;
    - iii. Description of the types and nature of contracts and contractors across the Ministry business areas for contracted residential and non-residential services;
    - Description of the structure of the market and business environment for contracted residential and non-residential services;
    - Quantification of the number of contracts and contractors, services provided, the length of time contractors have held Ministry contracts, and the geographical distribution of contractors;
    - vi. Analysis of fees associated with various types of contracts and services;

- vii. Description of current Ministry contracting practices; risk analysis of Ministry practices; and comparison with government policy and best practices;
- viii. Review of existing control and evaluation framework(s);
- Analysis of the supply and demand for various types of services to begin to get a picture of contractor capacity across the province;
- x. Discussion of the interface between social work practice and contract management practice; and
- xi. Any other information required to comprehensively review contract management and practice.
- b. Payment Arrangement to Individuals Stream includes:
  - Description of best practices for the management of payment arrangements with individuals;
  - Description of the program basis for the various types of payment arrangements;
  - Description of the management practices and controls for various types of payment arrangements, including regional and local practice differences, risk analysis of Ministry practices and comparison with best practices;
  - iv. Quantification of the number and cost of the various types of payment arrangements;
  - v. Discussion of the interface between social work practice and contract management practice; and
  - vi. Any other information required to comprehensively review the management of payment arrangements with individuals.

#### Timeline Phase One - 9 months

- 2. Identification and analysis of risks and issues based on the review in Phase 1 related to:
  - a. contract management, and
  - b. management of payment arrangements.

### Timeline Phase Two - 1 month

3. Consultation with stakeholders, as agreed with the Ministry, about the findings of Phases 1 and 2, including prioritizing areas of concern and/or packages of changes based on criteria to be developed jointly by the contractor and the Ministry.

### Timeline Phase Three - 2 months

- 4. Development of options for addressing the issues and moving toward best practices, increasing value for money and prioritizing highest risks including a detailed implementation plan and schedule, with net cost estimates and timing, for
  - a. contract management, and
  - b. management of payment arrangements.

#### Timeline Phase Four - 2 months

While it is clear that any changes to the management of third party contracts and payment arrangements with individuals in the Ministry will ultimately require appropriate new information systems, the intention is that those systems should be treated as tools to achieve the objectives of this review, implementing the changes to practice needed to address the issues rather than being the reason for making changes to practice.

The review will inform business requirements, systems analysis and design for a new contract management system. However, the actual planning, analysis and design of a new contract management system is not in scope for this review.

Each of the first three phases will be documented in an interim report focused on the activities in each phase, with a final report pulling the entire review together at the end of the fourth phase. At the end of each phase, there will be a review of the results and interim report by the Ministry, and an opportunity for the Ministry and the review team to determine how the interim results should affect the remaining phases of the review.

Key government stakeholders will also be given an opportunity to review draft reports and preliminary findings.

### Proposals

The description of the task is outcome-based. Proponents must demonstrate their ability to deliver the required outcomes of each phase with a proposal that includes a detailed project plan that describes how each phase will be conducted. Proponents may suggest changes to the configuration of the phases.

Proponents must describe all the various types of expertise required to conduct a review of this nature and demonstrate that the proposed review team includes all of the required expertise. It is expected that expertise will be directly linked not just to contract management but also to social work practice, management of social service providers and the business of the Ministry.

Proponents are also expected to demonstrate sensitivity to stakeholders and their concerns in conducting not just stakeholder consultations but all aspects of the review.

Appendix 7 – Statement of Work #2018 – MCFD (Contract – Payments Review) – Contractor Proposal

### Recommendation 1:

Recommendation	Replace Phase Two Report; Framework Model Identification and Analysis, and Risks and Issues report (due November 30 <sup>th</sup> ) with a Gap Analysis/ Maturity Assessment Report (due 31 December)
Rationale	It was identified as part of the detailed planning phase of this work that the Phase Two Report; Framework Model Identification and Analysis, and Risks and Issues may no longer be required. Given the significant focus on co-designing the future state, moving the development of the contract management framework (CMF) into the future state design phase of the project will ensure that the project team truly takes a working document to the session that can be tested, broken and put back together by the multidisciplinary workshop participants. We believe this is critical aspect of "design thinking/ co design methodology", and would create better buy-in to the new CMF.
	Once the CMF has been co-designed with the wider social services community, only then can we truly complete a gap analysis to understand and document the difference between the current sand future state CFM.
Impact	Part of this work was to assess risk controls and provide quick win opportunities and more fulsome recommendations.
Mitigation: Develop a process for EY to document and highlight risks, issues or quick wins to MCFD throughout than collating into a single report.	

### Recommendation 2:

Recommendation	Phase 3 Stakeholder Consultation is removed as a phase within the program and instead is a continuous activity throughout the life of the project (due February 28 2020). The report would instead be on the Co-Designed Future State (due December 31 2019)
Rationale	As agreed in the SOW, this activity will now be consistent throughout the engagement. Stakeholder Consultation/ Engagement will be documented by the team and reported on weekly to key stakeholders and monthly to the steering committee; prioritizing any areas of concern.
Impact	Reporting on stakeholder engagement would be more frequent and the co-design future state report would be completed on by 31 <sup>st</sup> December - this would allow for earlier socialization of key deliverables
Mitigation:	An engagement plan (rather than consultation) will be developed as part of the current state assessment phase.  Multidisciplinary workshops will take place in March 2019 to engage key stakeholders/ partners in understanding the service system across MCFD
wicks start	Co-design workshops will take place in August/ October 2019 where the CFM would be tested and feedback from stakeholders/ partners would be incorporated and discussed in the Co Design Future State Report (due 31 December)
	Prioritization and sequencing of opportunities would take place as part of co-designing the future state – guided by design principles agreed with MCFD and as part of the implementation roadmap design

### Original Timelines/ Deliverables:

Project Planning (PMP and Schedule)	31 January 2019
Draft and Final Interim Report - Phase 1 (Review and Interim Report)	30 November 2019
Draft and Final Interim Report - Phase 2 (Identification and Analysis, and Risks and Issues report)	31 December 2019
Draft and Final Interim Report - Phase 3 (Stakeholder Consultation and Interim Report)	31 December 2019
Draft Report - Phase 1 - 4 (All above and Identification of Implementation Options DRAFT)	31 January 2020
Final Report - Phase 1 - 4 (All above and Identification of Implementation Options Final)	28 February 2020

### Revised Timelines/ Deliverables:

Project Planning (PMP and Schedule)	31 January 2019
Current State Report (and Interim Business Requirements)	30 September 2019
Co Design Future State (and Future State Business Requirements)	31 December 2019
Gap Analysis/ Maturity Assessment	31 December 2019
Future State Implementation Roadmap	28 February 2020

Agreement:

**Engagement Partner:** 

CHRISTIAN KITIZSON

Signature:

Date: 8 MAR /2019

Client: Philip Twy ford.

Signature:

B March 2019.

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### Background and context

Ernst & Young (EY) has been engaged by MCFD to undertake a review of the current state procurement and contract management life cycle across the six core areas of MCFD Service Delivery.

Based on these findings and leading practice, EY will support the collaborative development of a future state contract management framework that provides MCFD with the tools it needs to support the delivery of services that address the needs of vulnerable children, youth, their families and communities.

This report is the first of several interim deliverables that will inform the final Current State report to be completed by 30 September 2019.

Note that all observations and opportunities for improvement outlined in this report are DRAFT until the finalization of the completed Current State report.

Section 1 **Executive summary** 

# Current state policy observations and considerations for the future state

MCFD's current state procurement and contract management framework is fragmented, decentralized, and inconsistently applied across different parts of the organization, raising several opportunities for improvement.

### Current state weaknesses, impacts, and opportunities



### Observation

- Formal procurement strategy focused on projecting needs, market analysis and sourcing has not been developed.
- Existing governance structures for procurement and contract management are not formalized or consistently used.
- Limited guidance on how to operationalize roles described in the Contract Management Manual across varying SDAs.
- The Manual and Aboriginal Procurement Guidelines are discretionary and do not encourage the use of innovative practices.



### **Impact**

- Misinterpretation of needs, redundant spending, and lack of clarity around how procurement and contracting supports achievement of strategic goals and outcomes for vulnerable children and families. Room for individualized decision making could lead to higher needs going unfunded or unknown, potentially resulting in significant negative outcomes.
- Lack of formalized and widely adopted governance structure and roles and responsibilities can result in confusion and misalignment on priorities, objectives, and investments.
- Current policy does not encourage use and continued development of best practice procurement and contract management methodologies, and allows for diversity of practice.



### Opportunities

- Develop a procurement strategy focused on achieving MCFD's service delivery outcomes for the next 3-5 years.
- Leverage data to project needs, relationships with sector to assess and build service delivery capability, and PCMB's procurement and contract management expertise to define the sourcing strategy.
- Support consistent application of policy through development and adoption of operational processes scalable to each delivery/program type.
- Increase focus on use of innovative approaches such as partnerships and lead agency models, whereby MCFD is able to contract to a single agency who manages a partnership of multiple service providers. This could be supported through inclusion of guidelines in the ministry's procurement and contract management policies.

### Current state strengths

- ▶ A Contract Management Manual exists and the procurement lifecycle presented within is prescribed as stipulated by the BC CPPM.
- ▶ MCFD's current organizational model includes centralized procurement and contract management (PCMB Provincial Office) and decentralized operational bodies (Vancouver Island, Interior, Vancouver Coastal, Fraser).
- ▶ The manual clearly describes the responsibilities of the Contract Manager, Expense Authority, Qualified Receiver and PCMB in the contract management lifecycle.
- ▶ The manual recognizes the significant role relationships between the ministry and service providers play in achieving appropriate outcomes for children and families through contract management.

# Current state process observations and considerations for the future state

MCFD's current state procurement and contract management framework is fragmented, decentralized, and inconsistently applied across different parts of the organization, raising several opportunities for improvement.

### Current state weaknesses, impacts, and opportunities



### 🔼 Observation

- No formal process maps exist or are linked within the contract management manual to support staff in their understanding and use.
- 'To-Be' processes have been developed but have not been operationalized or formalized, possibly due to the development of too many disparate tools and options and/or change fatigue.
- Linkages between front line operations and corporate services have not been completed and formalized.
- Current state processes reflect use of multiple systems and tools at various stages of the procurement lifecycle.
- Guidance available to support staff in operationalizing the manual is focused on compliance and does not encourage collaboration with children, families and communities or use of innovative approaches.



### **Impact**

- Inconsistent operationalization of policies and guidelines, making it difficult to 'baseline' and measure performance.
- Discussion and collaboration on 'To-Be' processes that do not result in meaning change may result in staff becoming disengaged over time.
- Lack of end-to-end tools and systems to facilitate procurement and contracting processes are likely to lead to individualized processes/tools being developed causing major inconsistencies in practice.
- Focus on compliance may stifle the development of innovative best practice policy and processes.



- by SDAs in the absence of formal processes and procedures, to develop processes that are flexible enough to cover different scenarios, while being practical enough to ensure consistency.
- Provide practical guidance on how to operationalize policies across SDAs of varying size and structure to obtain more consistency ministrywide.
- MCFD can leverage previous work undertaken to document To-Be processes using Lean methodology, and lessons learnt from implementation of the Unearned Revenue guidelines by PCMB.

### Current state strengths

- A significant amount of work has already been done to understand and document TO-BE processes using LEAN methodology for the following contract types; TO-BE Process Residential services, TO-BE Process Non-residential services, Staff specialized contracts (residential).
- ▶ Ministry staff hold a large amount of intellectual property and expertise on the current state contract management processes.
- ▶ PCMB has adopted, and made available to ministry staff, step-by step guidelines and a flow chart on the process for claiming unearned revenue.



### Purpose, Scope and Approach

Understanding MCFD's current policy framework will inform the development of the final current state report, and provide a foundation for collaborative development of the future state procurement, contract management and payments framework

### Purpose

The purpose of this report is to summarize our understanding of MCFD's procurement, contract management and payments policy framework. It is also to identify potential opportunities for improvement in the future state.

The document will serve as a baseline enabling us to draw comparison between what is meant to be happening on paper, with what is happening in practice across MCFD.

The report draws on EY's best practice insights from previous engagements and other jurisdictions to identify current strengths, weaknesses, issues and opportunities for improvement.

### Scope

The scope of this report includes:

- Review and summary of applicable federal and provincial policies and guidelines
- Review of all applicable and centrally available MCFD policies and processes - note EY did not have access to individual SharePoint sites.
- ▶ Observations on strengths, weaknesses, issues and opportunities to improve MCFD's policy framework as part of the future state.

### Approach

We have taken the following approach to development of the current state policy landscape:

- ▶ Review of applicable policies and guidelines, including:
  - ▶ Canadian federal policies and guidelines
  - ▶ British Columbia provincial policies and guidelines
  - MCFD strategies and plans
  - ▶ MCFD procurement and contract management policies

A complete list of policies reviewed is included in Appendix 2.

- ▶ Engagement with MCFD procurement and contract management SME.
- ▶ Interviews and discussions with stakeholders including, but not limited to, Executive Directors of Service Delivery, the Procurement and Contract Management Branch (PCMB) and Financial Services.
- ► Review of EY procurement and contract management best practices to identify opportunities for improvement
- Review of best practices and innovative approaches to procurement in the social services sector internationally

### **Definition of Official Policy**

Note that for the purposes of understanding MCFD's policy framework EY has applied the following legal definition of policy held by official policy law that defines policy as:

"A policy statement, ordinance, regulation, or decision that is officially adopted and promulgated by the lawmaking officers or by an official to whom the lawmakers have delegated policy-making authority" Curry v. Ellis County, 2009 U.S. Dist. LEXIS 67018 (N.D. Tex. July 31, 2009)

### Definition of process and procedures

Processes and procedures are how a policy is implemented in practice. Processes outline, at a high level, each of the tasks to be carried out. Procedures are the detailed steps required to perform an activity within a process.

# MCFD's Policy Framework Analysis (1)

EY has reviewed MCFD's policies and processes against a best practice procurement, contract management and payments framework to confirm if key components exist and enable effective use

The following analysis is specific to the policies that exist and are centrally available relating to procurement and contract management at MCFD. An analysis of what formally exists against a best practice framework is included below. At this point, full extent to which these policies are widely adopted and integrated within everyday decision making is unknown.

	Comparison of MCFD's framework and best practice				
	Best Practice Documentation	Formally exists & enables appropriate use	MCFD document name	Observations	
1.	Procurement Strategy	No	NA	• Strategy does not appear to formally exist or be widely adopted - critical missing piece of MCFD's policy framework - A procurement strategy is defined as a multi year strategy that projects the service needs of the organization (through analysis of data and trends), includes an analysis of the provider market and defines a sourcing strategy - MCFD does not have a formal Procurement Strategy and each service delivery area relies on previous experience to predict service needs and market capability, which leads to inconsistent and/or ineffective approaches in practice, as well as misaligned or non-strategic investments.	
2.	Procurement Guiding Principals	Partial	MCFD Contract Management Manual Section 1 - Introduction & Principles	<ul> <li>Principles exist in the manual, but may not be fully applicable to social services - MCFD follows the principles and objectives established by the BC Provincial Government and as outlined in the Ministry of Finance Core Policy and Procedures Manual; transparency, accountability, value for money, supply and demand and competition - These principals may be appropriate for the procurement of goods and services, however may not encourage best practice procurement of social services.</li> </ul>	
3.	Procurement Policy	Partial	MCFD Aboriginal Procurement Guidelines  MCFD Contract Management Manual	<ul> <li>Aboriginal Procurement Guidelines exist but are not integrated with the MCFD Contract         Management Manual and are to be used at the discretion of MCFD staff. The document provides         guidance only on how to procure culturally-appropriate service delivery to increase the likelihood of         positive and effective program outcomes for Indigenous peoples and are to be used at the         discretion of the MCFD staff. There is no requirement to document steps taken to ensure         procurement of culturally-appropriate services.</li> <li>The Contract Management Manual is a good source of theoretical information but may not         provide enough practical guidance. MCFD Contract Management Manual does not distinguish         between procurement and in flight contract management activities or make reference to         procurement or contract management process maps. The manual also does not differentiate         application of the 7 phases of procurement and contract management by contract type;         Residential, Non-Residential or Direct Client, or service line / delivery program.</li> </ul>	
4.	Selecting and Engaging Suppliers Standard	Yes	MCFD Contract Management Manual – Section 4 Pre-Award & Solicitation	The Manual provides good guidance for how to develop evaluation criteria. Individuals working in procurement responsible in this area may benefit from access to a set of basic criteria, or examples relating to various scenarios.	

Yes

Key

MCFD Policy exists/is accessible for staff use

Partial Policy exists, held by BC Gov

No

Does not exist/not accessible

# MCFD's Policy Framework Analysis (2)

EY has reviewed MCFD's policies and processes against a best practice procurement, contract management and payments framework to confirm if key components exist and enable effective use

	Comparison of MCFD's framework and best practice						
	Best Practice Formally exists & enables MCFD document name appropriate use		Observations				
5.	Contract Management Procedure	Yes	MCFD Contract Management Manual - Section 6 Administration and Monitoring MCFD Financial Reporting and Management Requirements		The Contract Management Manual is highly educational/provides good oversight to contract management activities; could be strengthened with more practical application guides. Manual suggests developing monitoring activities collaboratively with providers, undertaking regular contract reviews. Guidance on the frequency and content of these reviews is provided, and to be used at the discretion of the Contract Manager.  The MCFD Financial Reporting and Management Requirements sets out requirements for financial reporting, administrative costs, unearned revenue and surplus/deficits for MCFD procurement and contract management staff and contracted service providers.		
6.	Standard Purchase Terms and Conditions	Yes	Terms and Conditions for MCFD Service Agreements - V1.2 January 2015 (PDF)	٠	Standard purchase terms and conditions exist - Includes principals of service delivery specific to services provided to children, families and communities. Refers to payments, unearned and surplus revenue and MCFD Contracting Financial Reporting and Management Requirements policy.		
7.	Employee code of conduct	Partial	BC Standards of Conduct for Public Service Employees Engaged in Government Procurement Processes	•	<u>Employee code of conduct exists - not specific to MCFD</u> - Refers to the BC Government Standards of Conduct for Public Service Employees Engaged in Government Procurement Processes. It outlines mandatory requirements related to confidentiality and conflict of interest.		
8.	Conflict of interest policy	Partial	BC Standards of Conduct for Public Service Employees Engaged in Government Procurement Processes	٠	Conflict of interest policy exists - Refers to the BC Government Standards of Conduct for Public Service Employees Engaged in Government Procurement Processes. It outlines mandatory conflict of interest requirements.		
9.	Confidentiality and Privacy Policy	Partial	BC Standards of Conduct for Public Service Employees Engaged in Government Procurement Processes	٠	<u>Confidentiality and Privacy Policy Exists</u> - Refers to the BC Government Standards of Conduct for Public Service Employees Engaged in Government Procurement Processes. It outlines mandatory conflict of interest requirements.		
10	. Employee Performance Management Policy	Partial	BC Human Resources Policy 03 - Employee Performance Management. April 12, 2016	٠	Performance Management Policy exists - This policy statement covers the performance management process for all employees within the BC Public Service, including both bargaining unit and excluded employees.		

Yes MCFD Policy exists/is accessible for staff use

Key

Partial Policy exists, held by BC Gov



Does not exist/not accessible for staff use \_\_\_

# MCFD's Policy Framework Analysis (3)

EY has reviewed MCFD's policies and processes against a best practice procurement, contract management and payments framework to confirm if key components exist and enable effective use

	Comparison of MCFD's framework and best practice						
	Best Practice Documentation	Formally exists & enables appropriate use	MCFD document name		Observations		
11.	Quality Policy	Partial	MCFD Procurement Quality Assurance Framework	٠	The document makes recommendations that Quality Assurance practices be implemented across the region, however these have not been officially adopted by MCFD		
12.	Supplier Payment Terms Standard	Yes	Terms and Conditions for MCFD Service Agreements - V1.2 January 2015 (PDF)	٠	Standard terms and conditions exist - Refers to payments, unearned and surplus revenue and MCFD Contracting Financial Reporting and Management Requirements policy. Policy regarding unearned and surplus revenue was implemented due to a significant amount of unearned revenue being paid to service providers in accordance with MCFD's standard payment terms of two weeks in areas and two weeks in advance. This policy was implemented historically to assist service providers in gaining access to working capital.		
13.	Organisational Risk Management Standard	Partial	BC 2018/19 Guidelines for BC Government Ministry Risk Reporting		MCFD does not have an Organisation Risk Management standard, but refers to the Ministry of Finance, Risk Management Branch's Guidelines.  The guidelines outline Ministry risk reporting responsibilities including development of a Ministry Risk Register, Semi-Annual Performance Updates and a Risk Maturity Self-Assessment (done every three years).  Have not seen any evidence of MCFD specific risk management standards, i.e. definition of acceptable risk.		
14.	Travel and Entertainment Standard	Partial	BC Core Policies and Procedures Manual	٠	Document exists - not specific for MCFD - Refers to BC Core Policies and Procedures  Manual chapter 4 - Expense Management, 10 - Travel, 11 - Transportation, and procedure C - Reimbursement of Expenses.		
15.	Health, Safety and Environment Standard	Partial	BC Guidelines for Procurement of Environmentally Responsible Products and Services	•	<b>Document exists - not specific for MCFD</b> . These procurement guidelines are designed to encourage ministries to consider environmentally responsible products and services as part of their purchasing decisions.		
16.	External Communications Standard	Partial	GCPE Working with the Media Communications Policies and Procedures - MCFD	٠	An external communications standard was located through another group (GCPE), but appears to be outdated/not well known.		
17.	Document and record management standard	Yes	Various (Quick reference guides, Records Classifications, File Formats).	٠	The MCFD Modelling, Analysis & Information Management (MAIM) team holds a number of quick reference guides on document and record management standards that are available to staff.		

### MCFD Procurement, Contract Management and Payments Processes

Although some process mapping has been done by MCFD, these maps have not been formally adopted by the ministry, are not widely used across PCMB or Service Deliver and are not held centrally on iConnect

### Procurement and Contract Management processes

Currently there are no formal process maps for procurement or contract management within the Contract Management Manual or other guiding document that have been officially adopted by the ministry, or are widely in use by PCMB and Service Delivery.

PCMB provides a Procurement and Contract Management Process Documentation Checklist, available to ministry staff on iConnect. The purpose of this checklist is to ensure compliance with the BC CPPM Chapter 6 section 6.3.3.e (1) which states ministries must maintain adequate contract documentation for all phases of the procurement process. The checklist provides useful links to policies and templates where available.

In the absence of formal process maps, EY has developed a level 1 process map based on MCFD's Current Contract Management Manual (see Appendix 3).

The purpose of this exercise was to test our understanding of how the process is meant to work according to the Contract Management Manual.

The map was socialized with an MCFD SME and determined to be reflective of the policy expectations as outlined in the current contract management manual. However we understand from engagement across the organisation that this process may not be being followed in practice.

A significant amount of work has been done to document current and TO BE processes and procedures for the following contract types. These work will be reviewed as part of the next phase of the engagement and will inform the current state report:

- ▶ TO-BE Process Residential services
- ► TO-BE Process Non-residential services
- Staff specialized contracts

### Payments processes

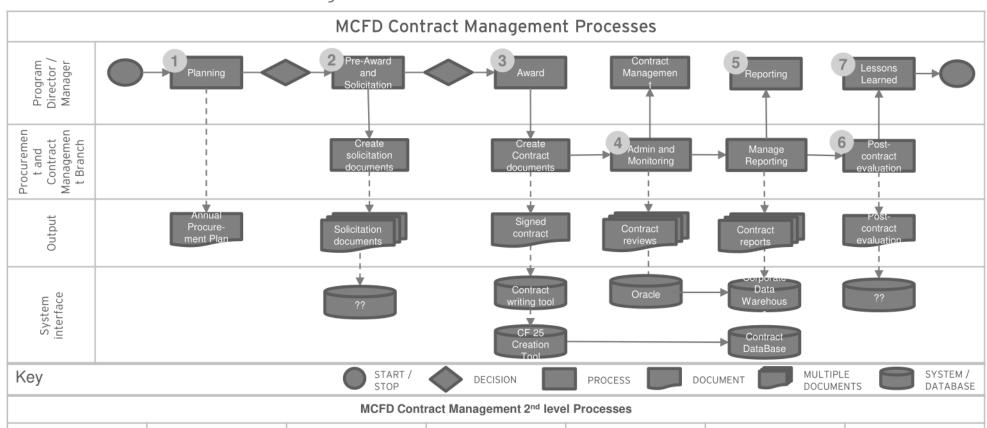
PCMB has adopted, and made available to ministry staff, step-by step guidelines and a flow chart on the process for claiming unearned revenue.

The guidelines clearly articulate the purpose of a review and who is involved. It includes a detailed RASCI, roles and responsibilities and a clear step-by-step outline of the procedures to complete the process.

This is a good example of how policy is operationalised through good process and procedural documentation to support consistent application by staff.

### Appendix 3: MCFD Non-Residential Level 1 process map

The following level one process map for non-residential services was developed by EY in accordance with the MCFD Procurement and Contract Management Manual.



#### 1. Planning:

- Identify the need for contracted services (new program requirements)
- Secure funding / confirm the budget
- Create a cost / benefit justification for the contract\* (contracts greater than \$100,000)
- Collaborative planning with service providers \* Optional

# 2. Pre-Award and Solicitation:

- Information gathering (RFI, RFEI, and RFQ).
- Direct Award, Notice of Intent (NOI)
- Choose an appropriate solution / procurement method
- Create solicitation documents
- Post/Advertise solicitation
- Support respondents
- Receive and evaluate responses

### 3. Award:

- Create contract (new / renewal / modification).
- Ensure insurance requirements are met
- Contract sign-off
   Initiate payment
- Initiate payment process (generate CF25)

# 4. Admin and Monitoring:

- Service Delivery
- Contract
   performance review
- Address
   performance issues
- Manage Budget
- Managed unearned revenue
- Termination (if appropriate).

### 5. Reporting:

- Service / program reporting
- Financial reporting
- Analyzes service/program reports and provides analysis to the program manager
- Reviews financial reports to identify potential issues

# 6. Post-contract evaluation:

- Complete postcontract evaluation
- •Share the evaluation with staff and service provider
- Records / asset management

### 7. Lessons Learnt:

- Identify opportunities to improve service delivery and better understand service needs
- Identify opportunities to improve procurement and contracting procedures

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Section 3
Strengths, Weaknesses,
Issues and Opportunities

# Strengths, Weaknesses, Issues and Opportunities - Policy

There is an opportunity to improve service delivery through an increased focus on strategic procurement, use of data and analytics, and leveraging strong sector relationships to build capability and increase innovation.

### Policy

### Strengths

- ▶ MCFD's Contract Management Manual and the 7 phases of the contract management lifecycle are prescribed as stipulated by the BC CPPM.
- MCFD's current organizational model includes centralized procurement and contract management (PCMB Provincial Office) and decentralized operational bodies (Vancouver Island, Interior, Vancouver Coastal, Fraser.
- ► The manual clearly describes the responsibilities of the Contract Manager, Expense Authority, Qualified Receiver and PCMB in the contract management lifecycle.
- The manual recognizes the significant role relationships between the ministry and service providers play in achieving appropriate outcomes for children and families through contract management

### Weaknesses

- ► MCFD does not have a procurement strategy that projects service needs, market capacity and capability or a sourcing strategy.
- ▶ MCFDs contract management manual and documentation checklist is focused on compliance with limited focus on strategic procurement or innovative practices such as the use of partnerships or lead agencies.
- ▶ Use of MCFD's Contract Management Manual and Aboriginal Procurement Guidelines is not mandatory.
- ► The Contract Management Manual does not make reference to the different modalities by which services are procured and managed by MCFD (MCFD Delivered, Direct Client Services, Agency Delivered, DAA Delivered, Residential, Non-residential etc).

#### Issues

- ▶ It is unclear how procurement and contract management is supporting the ministry to achieve its strategic goals and outcomes for children, family and communities as there is no formally adopted procurement strategy.
- ► There is no evidence of a formal procurement and contract management governance structure which is consistently used.
- Responsibilities are clearly described in the manual, however there is limited guidance provided on how to operationalize these roles across SDAs that vary in size and staff numbers.
- ► The Aboriginal Procurement Guidelines are to be used at the discretion of MCFD staff and do not require staff to evidence use of practices that support procurement of culturally appropriate services.

### Opportunities

- Develop a 3 5 year MCFD procurement strategy focused on achieving MCFD's strategic service delivery outcomes. Leverage data and analytics held by the ministry to project needs, relationships with sector to assess and build service delivery capability, and PCMB's procurement and contract management expertise to define the sourcing strategy.
- ► Support consistent application of policy through development and adoption of operational processes and procedures applicable to each delivery / programme type.
- ▶ Increase focus on and use of innovative approaches such as partnerships and lead agency models by formally including guidelines such as the Aboriginal procurement guidelines, in the ministries procurement and contract management policies.

### Strengths, Weaknesses, Issues and Opportunities - Process

There is an opportunity to significantly improve service delivery through the development and adoption of processes and procedures that provide guidance to staff on how to operationalize ministry policies

#### **Process**

### Strengths

- Significant amount of work has already been done to understand and document TO-BE processes using LEAN methodology for the following contract types
  - ► TO-BE Process Residential services
  - ► TO-BE Process Non-residential services
  - ▶ Staff specialized contracts (residential).
- Ministry staff hold a large amount of intellectual property and expertise on the current state contract management processes.
- ▶ PCMB has adopted, and made available to ministry staff, step-by step guidelines and a flow chart on the process for claiming unearned revenue.

#### Weaknesses

- ► The Procurement and Contract Management Process Documentation Checklist is focused on compliance, and does not specify a requirement to explore innovative procurement and contracting approaches such as partnering, or use of lead agencies.
- ► The Contract Management Manual does not differentiate application of the manual by contract type; Residential, Non-Residential or Direct Client.
- Non-residential contracts follow process as outlined in manual. Residential process has been mapped and is held by the Residential Team in Provincial procurement. However not all Residential contracts are held centrally.

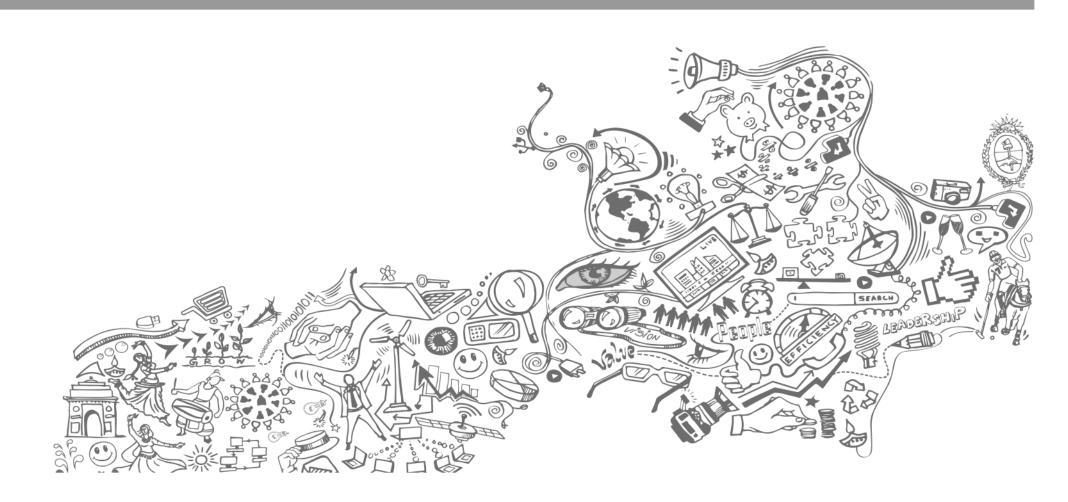
#### Issues

- ► There are no formal procurement and contract management process maps available to staff.
- ► 'To-Be' processes have been developed but have not been operationalised (possibly due to change fatigue).
- Guidance available to staff to support operationalizing the MCFD contract management manual is focused on compliance and does not encourage collaboration with children, families and communities or use of innovative procurement and contract management approaches.

### Opportunities

- MCFD has an opportunity to leverage best practices developed by SDAs in the absence of formal processes and procedures, to develop processes that are flexible enough to cover different scenarios, while being practical enough to ensure consistency.
- ► There is an opportunity provide practical guidance on how to operationalize policies across SDAs of varying size and structure.
- MCFD can leverage previous work undertaken to document TO-BE processes using Lean methodology, and lessons learnt from implementation of the Unearned Revenue guidelines by PCMB.

# Appendices



# Appendix 1: Current State Procurement, Contract Management and Payments

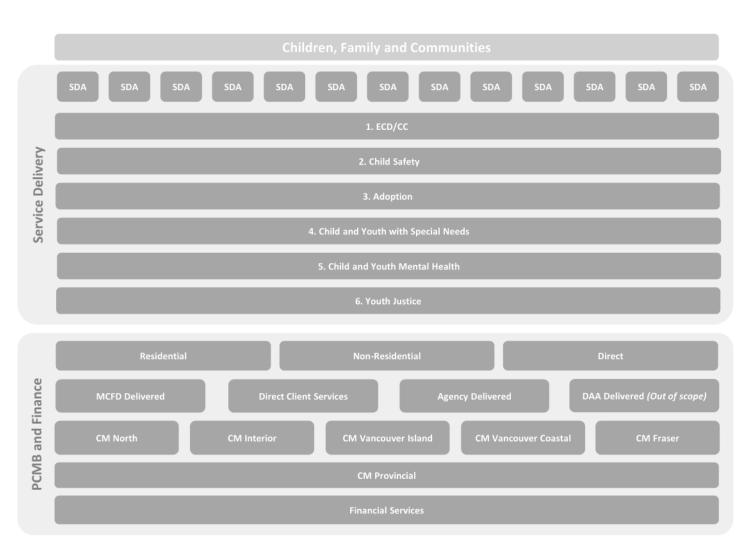
EY has developed a draft picture of the current state of procurement, contract management and payments at MCFD to inform the structure of the following current state analysis. This is a living diagram that will continue to develop over time as we learn more about procurement, contract management and payments at MCFD.

Services and entitlements (grouped into 6 service lines) are provided to children, families and communities by 13 Service Delivery Areas (SDAs) across the region.

Services are either provided directly by MCFD, or through contractual arrangements with third part suppliers or Delegated Aboriginal Authorities (DAAs - out of scope for this engagement).

The Procurement and Contract Management Branch (PCMB) provides guidance and support on contract management to the service delivery team through provincial and regional operations teams.

Payments to providers and individuals are processed by Financial Services.



### Appendix 2: MCFD's Policy Framework

Federal and provincial legislation and MCFD's strategic plans form the foundation upon which MCFD's current state, and future state, procurement, contract management and payments practices are built.

EY has reviewed federal legislation, provincial policies, and MCFD organisational strategy and planning documentation pertaining to procurement, contract management and payments at MCFD. This understanding will inform the current state review and help in identifying opportunities for improvement in the future state.

### Federal and Provincial Legislation

MCFD must comply with the following Federal and Provincial legislation:

- ▶ Procurement Services Act
- ► Financial Administration Act
- ▶ Child, Family and Community Services Act
- ▶ Freedom of Information and Privacy Protection Act
- Standards for Staffed Children's Residential Services provided under the Child, Family & Community Service Act 1998
- ▶ Standards for Foster Homes approved under the Child, Family and Community Service Act of 1998
- ► Child and Family Development Service Standards Caregiver Support Service Standards December 2006

### British Columbia provincial policies and guidelines

MCFD must comply with the following Federal and Provincial legislation and standards:

- British Columbia Core Policies and Procedures Manual Chapter 6: Procurement
- British Columbia Core Policies and Procedures Manual Chapter 21: Government transfers

### British Columbia provincial policies and guidelines cont.

- ▶ British Columbia Procurement Strategy (2018) and SPO Implementation Presentation
- ▶ British Columbia Ministry RFP Guide
- ▶ British Columbia Solicitation process and template guidelines
- ▶ 2018/19 Guidelines for BC Government Ministry Risk Reporting

### MCFD organisational strategies and plans

Procurement and contract management at MCFD must contribute to the achievement of the following organisational strategies and plans:

- ▶ MCFD Strategic Plan 2018-21
- ▶ 2019/20 2021/22 MCFD Service Plan
- Divisional Plans
  - Office of the Provincial Director and Aboriginal Services
  - Policy and Legislation
  - ► Finance and Corporate Services
  - Service Delivery Division
  - ▶ Strategic Priorities Division

A description and key points from each of the above federal, provincial and organisational policies and plans is included in Appendix 2.

# Appendix 3: Legislature and Policy Review (Federal and Provincial)

The following Federal and Provincial legislation and guidelines were reviewed as part of this current state analysis

			Federal and Provincial legislation and policy list
	Title	Description	Key points
1.	Procurement Services Act	Canadian Federal     Act	• MCFD must comply with procurement practices, form and content of agreements and procurement arrangements as recommended by the Minister.
2.	Financial Administration Act	• Canadian Federal Act	<ul> <li>MCFD must comply with requirements relating to capital management processes, including procurement, contract provisions, project management, financial controls and accounting practices as recommended by the Minister.</li> </ul>
3.	Standards for Staffed Children's Residential Services – provided under the Child, Family & Community Service Act 1998	Mandatory standards of care	The standards are mandatory and describe expected outcomes for children and youth in care, including the practical steps that caregivers and program staff must take to achieve the expected outcomes.
4.	Standards for Foster Homes - approved under the Child, Family and Community Service Act of 1998	Mandatory standards of care	The standards are mandatory and describe expected outcomes for children and youth in care, including the practical steps that caregivers and program staff must take to achieve the expected outcomes.
5.	Child and Family Development Service Standards - Caregiver Support Service Standards - December 2006	Mandatory standards of care	The purpose of the standards is to promote and enhance the safety and well-being of children in care by providing caregivers with high-quality services throughout the care giving process.
6.	BC Child, Family and Community Services Act	BC Provincial Act	<ul> <li>MCFD must comply with the stipulations as outlined in the Act.</li> <li>Of relevance to MCFD's procurement and contract management function are         <ul> <li>Part 2 - Family Support Services and Agreements</li> <li>5 Support services for families</li> <li>6 Voluntary care agreements</li> <li>7 Special needs agreements</li> <li>8 Agreements with child's kin and others</li> <li>11 Capacity to make agreements and enforceability of agreements</li> <li>12 Agreements do not limit court's power</li> </ul> </li> <li>Part 2.1 – Youth and Adult Support Services and Agreements</li> <li>12.1 Support services for youth</li> <li>12.2 Agreements with youth</li> <li>12.3 Agreements with adults</li> </ul>
7.	BC Freedom of Information and Protection of Privacy Act	BC Provincial Act	MCFD must comply with the stipulations as outlined in the Act as they relate to the Collection, Protection and Retention of Personal Information by Public Bodies.

# Appendix 3: Legislature and Policy Review (Federal and Provincial)

The following Federal and Provincial legislation and guidelines were reviewed as part of this current state analysis

	Federal and Provincial legislation and policy list				
	Title	Description	Key points		
8.	British Columbia Core Policies and Procedures Manual Chapter 6: Procurement	Provides the framework within which MCFD must undertake procurement activities.	<ul> <li>Refers to procurement of goods and services (construction).</li> <li>States that Ministries must utilize existing CSAs for services where they exist. Continuing Agreement contracts may be made between ministries and contractors for community and social services for a period of no less than three years.</li> <li>Contractors entering into a continuing agreement for the first time must meet performance and program standards, but may negotiate a period of up to 1 year to meet compliance. The Manual does not identify a requirement to document compliance with organisational and program standards.</li> <li>Outlines situations in which contracts may be directly awarded. The contract manager is responsible for documenting in the contract file the rationale, or the circumstances, that supports direct award.</li> </ul>		
9.	British Columbia Procurement Strategy (2018) and SPO Implementation Presentation	Outlines the future vision for procurement services in BC, and strategic actions that to achieve this vision.	Of relevance to MCFD are Goal 1 - Creating increased value and benefit to British Columbian's by using procurement as a strategic tool to advance social and environmental objectives, and Goal 4 - enabling greater capacity to support procurement through well-trained and well-support staff.		
10.	British Columbia Ministry RFP Guide	It identifies the musts in the RFP process, as dictated by government policy and common law.	The guide relates specifically to the use of the updated RFP template released in 2016. It also outlines government's responsibilities throughout the RFP process, from developing and issuing an RFP document to awarding the contract to the successful proponent.		
11.	British Columbia Solicitation process and template guidelines	Guidance on selecting the appropriate procurement template and tools.	<ul> <li>Before undertaking a solicitation process, ministries are required to select the appropriate procurement template and tools. The guidelines outline the following for each procurement process and related template: purpose of each process type, when the process / template is used, contract form and corporate template and user guidelines.</li> <li>The guidelines specify the use of contract templates and processes for the procurement of services, but not specifically for the procurement of social, or child and family services.</li> <li>If a ministry-specific template is required but does not yet exist, ministries can request approval from Legal Services and Procurement Services to use a customized template.</li> </ul>		

# Appendix 3: Legislature and Policy Review (Provincial - BC)

The following Federal legislation and guidelines were reviewed as part of this current state analysis

			Federal and Provincial legislation and policy list
	Title	Description	Key points
12	BC Child, Family and Community Services Act	BC Provincial Act	<ul> <li>MCFD must comply with the stipulations as outlined in the Act.</li> <li>Of relevance to MCFD's procurement and contract management function are         <ul> <li>Part 2 - Family Support Services and Agreements</li> <li>5 Support services for families</li> <li>6 Voluntary care agreements</li> <li>7 Special needs agreements</li> <li>8 Agreements with child's kin and others</li> <li>11 Capacity to make agreements and enforceability of agreements</li> <li>12 Agreements do not limit court's power</li> </ul> </li> <li>Part 2.1 - Youth and Adult Support Services and Agreements         <ul> <li>12.1 Support services for youth</li> <li>12.2 Agreements with youth</li> <li>12.3 Agreements with adults</li> </ul> </li> </ul>
13	BC Freedom of Information and Protection of Privacy Act	BC Provincial Act	MCFD must comply with the stipulations as outlined in the Act as they relate to the Collection, Protection and Retention of Personal Information by Public Bodies.
14	British Columbia Core Policies and Procedures Manual Chapter 6: Procurement	Provides the framework within which MCFD must undertake procurement activities.	<ul> <li>Refers to procurement of goods and services (construction).</li> <li>States that Ministries must utilize existing CSAs for services where they exist. Continuing Agreement contracts may be made between ministries and contractors for community and social services for a period of no less than three years.</li> <li>Contractors entering into a continuing agreement for the first time must meet performance and program standards, but may negotiate a period of up to 1 year to meet compliance. The Manual does not identify a requirement to document compliance with organisational and program standards.</li> <li>Outlines situations in which contracts may be directly awarded. The contract manager is responsible for documenting in the contract file the rationale, or the circumstances, that supports direct award.</li> </ul>
15	British Columbia Core Policies and Procedures Manual Chapter 21: Government Transfers	<ul> <li>Provides the framework within which MCFD must undertake government transfers.</li> </ul>	<ul> <li>Refers to government transfers, such as payments to organisations, businesses and individuals in the form of grants, entitlements or shared cost arrangements.</li> <li>Stipulates classification and accounting for government transfers, referred to as 'direct payment' arrangements by MCFD</li> <li>Of relevance to payments at MCFD are sections:         <ul> <li>21.3.2 Classification of Government Transfers - 4. Entitlements</li> <li>21.3.3 Accounting for Government Transfers - b. Entitlements.</li> </ul> </li> </ul>

# Appendix 3: Legislature and Policy Review (Provincial - BC) The following Federal legislation and guidelines were reviewed as part of this current state analysis

	Federal and Provincial legislation and policy list							
	Title	Description	Key points					
16	British Columbia Procurement Strategy (2018) and SPO Implementation Presentation	Outlines the future vision for procurement services in BC, and strategic actions that to achieve this vision.	Of relevance to MCFD are Goal 1 - Creating increased value and benefit to British Columbian's by using procurement as a strategic tool to advance social and environmental objectives, and Goal 4 - enabling greater capacity to support procurement through well-trained and well-support staff.					
17	British Columbia Ministry RFP Guide	It identifies the musts in the RFP process, as dictated by government policy and common law.	<ul> <li>The guide relates specifically to the use of the updated RFP template released in 2016. It also outlines government's responsibilities throughout the RFP process, from developing and issuing an RFP document to awarding the contract to the successful proponent.</li> </ul>					
18	British Columbia Solicitation process and template guidelines	Guidance on selecting the appropriate procurement template and tools.	<ul> <li>Before undertaking a solicitation process, ministries are required to select the appropriate procurement template and tools. The guidelines outline the following for each procurement process and related template: purpose of each process type, when the process / template is used, contract form and corporate template and user guidelines.</li> <li>The guidelines specify the use of contract templates and processes for the procurement of services, but not specifically for the procurement of social, or child and family services.</li> <li>If a ministry-specific template is required but does not yet exist, ministries can request approval from Legal Services and Procurement Services to use a customized template.</li> </ul>					

# Appendix 3: Legislature and Policy Review (MCFD)

The following MCFD policies related to procurement, contract management and payments were reviewed as part of this current state analysis

			MCFD Document List
	Title	Description	Key points
19.	MCFD Contract Management Manual	<ul> <li>The manual outlines the 7 phases / steps in the procurement and contract management lifecycle as outlined in the BC CPPM.</li> </ul>	<ul> <li>Referenced on MCFD / PCMB site. Held on BC website</li> <li>Use of the manual is not mandated by the ministry.</li> <li>The manual does not distinguish between strategic procurement activities and in flight contract management.</li> <li>The manual does not differentiate application of the lifecycle phases by contract type; Residential, Non-Residential and Direct Client, or service delivery programme.</li> <li>The manual does not contain, or make reference to process maps.</li> </ul>
20.	MCFD Aboriginal Procurement Guidelines	<ul> <li>The Guidelines are intended to encourage ministry staff to procure culturally-appropriate service delivery to increase the likelihood of positive and effective program outcomes for Indigenous peoples.</li> </ul>	<ul> <li>The guidelines are not mandatory and are to be used at the discretion of the MCFD staff.</li> <li>The guidelines to not stipulate a requirement to document steps taken to ensure procurement of culturally-appropriate services.</li> </ul>
21.	MCFD Financial Reporting and Management Requirements	<ul> <li>Set out requirements for financial reporting, administrative costs, unearned revenue and surplus/deficits for Ministry staff and service providers.</li> </ul>	<ul> <li>Complimentary to the Contract Management Manual</li> <li>Prepared in collaboration with representatives of the contracted social sector</li> <li>Sets out financial principles: value for money, accountability, transparency, risk management</li> <li>Provides good overview for understanding financial statements, requirements for financial statements for varying thresholds, managing unearned revenue, identifying surplus &amp; deficit</li> </ul>
22.	MCFD Unearned revenue operating procedure	<ul> <li>Outlines procedure for analysing and recouping unearned revenue. Includes guidelines and step by step actions for staff.</li> </ul>	<ul> <li>The procedure was developed in response to the identification of a large amount of unearned revenue being forwarded to service providers.</li> <li>This is because most contracts within the Ministry have advanced payment terms due to the limited capital funding available to service providers.</li> </ul>
23.	MCFD Procurement Quality Assurance Framework	<ul> <li>The document outlines dimensions of quality assurance for procurement and contract management.</li> </ul>	<ul> <li>The document makes recommendations that Quality Assurance practices be implemented across the region, however it is unclear if the recommendations have been implemented and are being used in practice.</li> </ul>



### Contents

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3	Key Observations	9
4	Quick Wins and Next Steps	14
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#### Background and context

Ernst & Young (EY) have been engaged by MCFD to undertake a review of the current state procurement and contract management life cycle across the six core areas of MCFD Service Delivery.

Based on these findings and leading practice, EY will support the collaborative development of a future state contract management framework that provides MCFD with the tools it needs to support the delivery of services that address the needs of vulnerable children, youth, their families and communities.

This data analysis report is one of many deliverables that will inform the final Current State report to be completed by 30 September 2019.

Note that all observations and opportunities for improvement outlined in this report are DRAFT until the finalization of the completed Current State report.

Section 1 **Executive Summary** 

## **Executive Summary**

There are opportunities for MCFD to increase value for money, reduce risk, and streamline contract management practice by focusing efforts on top 5% of vendors, consolidating vendors and contracts where appropriate, reducing number of cheque payments, and improving consistency and reliability of data.

cneq	cheque payments, and improving consistency and reliability of data.					
		🤼 Key Findings	Impacts & Considerations	Opportunities		
arty Service nts)	1	80% of spend with 5% of vendors*	<ul> <li>Majority of spend is with a very small pool of vendors - without a scaled approach to managing contracts, focus could be in the wrong areas</li> <li>Large number of low value contracts and vendors create significant administrative burden</li> </ul>	<ul> <li>Focus on relationships with top 5% of vendors</li> <li>Focus on process efficiencies for low spend vendors</li> </ul>		
STOB 80 (Third Party Service Agreements)	2	<ul><li>20 vendors have 10-70 contracts in place</li><li>4000 vendors have only 1 contract in place*</li></ul>	<ul> <li>Multiple contracts for similar services negotiated by different groups across different regions could result in varying rates and deliverables for the same vendor</li> <li>Complex profile of contracts and service providers with limited resources and tools to effectively manage</li> </ul>	<ul> <li>Consolidate vendors providing duplicate services based on informed contract management strategy</li> <li>Consolidate # of contracts per vendor if for similar services</li> <li>Where appropriate, transition individual contracts to entitlements</li> </ul>		
ird Party	3	<b>34%</b> of payments are by cheque*	Generally cheque payments have additional administrative burden and increased risk; moving to EFTs can help reduce cost, and increase quality assurance and oversight.	<ul> <li>Provide EFT form with all contracts and make cheques the exception</li> <li>Mandate recurring and large payments with vendors to be EFT</li> </ul>		
STOB 79 (Entitlements) & 80 (Third Party Service Agreements)	4	*Data is inconsistent, unreliable and challenging to analyze – there is no single source of truth for accurate vendor and contract information.	<ul> <li>Contract and payment data is not easily available and in a format that supports informed decision making; for ex. data initially suggested 22% of spend being off-contract, however some contract numbers were later located embedded in another field, making it challenging to provide an accurate view on this critical metric.</li> <li>Analysis required pulling data from multiple sources, including manually cleansed and categorized data by MCFD</li> <li>Contract and payment data can easily be miscoded to the incorrect STOB as we found STOB 80 payments within STOB 79</li> </ul>	<ul> <li>Integrate systems and increase consistency of data fields to create a complete data set for reporting and strategic analysis</li> <li>Undertake data clean-up exercise to remove erroneously coded line items as identified in review with MCFD</li> <li>Investigate business value of implementing a leading contract management system</li> </ul>		

This summary pertains to analysis completed on FY 17/18 STOB 79 and 80 data.

STOB 79: Entitlements (client is direct beneficiary of funds and MCFD has no control over how funding is spent). STOB 80: Third Party Service Agreements (services are provided by Service Providers on behalf of MCFD).

Section 2
Purpose, Scope & Approach

### Purpose

The purpose of this analysis was to identify key areas of spend, observe any patterns that may be occurring, and develop a more in-depth understanding of how MCFD manages vendors, contracts, and payments. This analysis has identified opportunities for improvement, informed our approach to contract sampling, and will continue to provide background information throughout our current state assessment.

### Scope and Approach

The scope of this analysis includes all MCFD spend within STOB 79 and 80. Data sources accessed include CAS Oracle (Discoverer Report), Corporate Data Warehouse, Contract Database, and MCFD-provided cleansed data including a categorization of individual versus agency spend, and a list of DAA's.

Accuracy of the data presented within the following slides is dependent upon accuracy of MCFD data sources. In completing this analysis, we encountered several data reliability and inconsistency issues which are discussed at greater depth within this report.

The following approach was used to develop the spend analysis:

- ► Engaged with the following departments that conduct reporting to understand their roles and obtain spend data:
  - ► Financial Services Branch
  - ▶ Modelling, Analysis & Information Management Branch
  - ► Corporate Operations Support Branch
  - ▶ Procurement and Contract Management Branch SME
- ▶ Obtained sample reports from all databases
- ▶ Determined which data would be applicable to spend analysis
- ▶ Created testing plan based on EY best practices
- ► Conducted visual spend analysis using Alteryx and Tableau
- ▶ Identified insights and trends

STOB	Intended Purpose	Description	FY 17/18 Spend
79	Entitlements	Client is direct beneficiary of funds and MCFD has no control over how funding is spent	\$159M
80	Third Party Service Agreements	Services are provided by Service Providers on behalf of MCFD; MCFD maintains control over funding allocation and there is a requirement for reporting back to MCFD.	\$1,091M

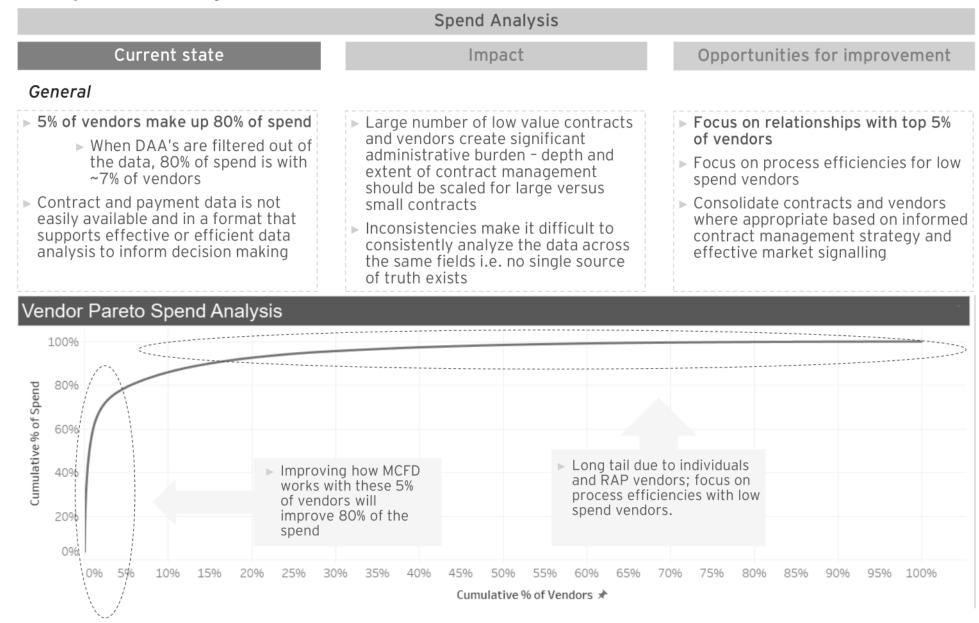
# Testing Plan

A testing plan was developed based on the three key areas of spend including contracts, vendors, and payments, as well as availability of data. The tests below indicate the categories of analyses conducted on both STOB 79 and 80 data.

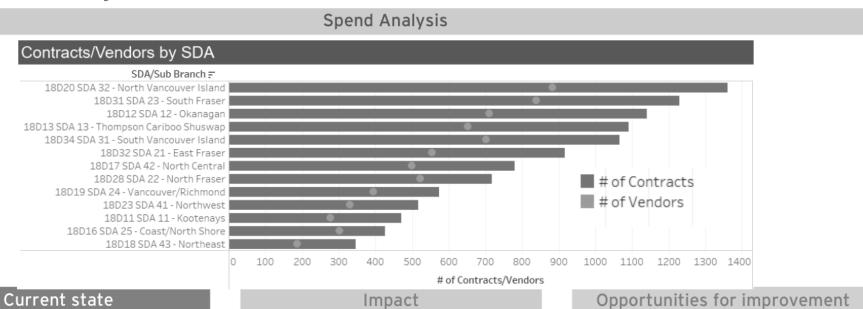
Category	Test
Summary	Spend Analysis by SDA
Summary	Spend Analysis by Core Service Line
Contract	Age of contract
Contract	Contract value
Contract	# of contracts
Contract	Contract to individuals vs companies
Contract	# of invoices per contract
Vendor	Vendor category
Vendor	Vendors supplying services to multiple SDAs (count %)
Vendor	Age of vendors (only available based on contract)
Vendor	Spend by vendor
Vendor	Invoice count by vendor
Payments	Туре
Payments	Quantity
Payments	Frequency
Payments	Method
Payments	Unique payments amounts to one vendor
Payments	Vendors by SDA (in vendor dashboard)
Payments	Payments <\$500

Section 3 **Key Observations** 

# Observations and key considerations for the future state - STOB 80 (Third Party Service Agreements)



# Observations and key considerations for the future state – STOB 80 (Third Party Service Agreements)



#### **Contracts**

- ► There are over 4000 vendors that only have 1 contract in place
  - Approximately 3000 of these are individual vendors
- There are approximately 20 vendors that have between 10 and 70 contracts in place
- It is challenging to get a complete picture of spend, approximately 70% of spend comes from CAS system, 30% from RAP
- Contract Field in source data missing several contract numbers - no single source of truth for this information

- Overly-complex profile of contracts and service providers with limited resources and tools to effectively manage
- Good data does not readily exist to differentiate spend in a way that can inform decision-making
- ► There is no single source of truth for vendor and contract information for example, data initially suggested 22% of spend being off-contract (missing information in Contract Number field), however it appears that some contract numbers are embedded in another field, making it very difficult to get an accurate view on this important metric and could lead to inaccurate reporting

- Consolidate vendor base where appropriate based on contract management strategy
  - Reduce # of contracts per vendor if for similar services
  - When annually renewing contracts, find opportunities to consolidate multiple contracts for same yendor
- Integrate systems and consolidate data to create a comprehensive source of truth
- Undertake initial data clean-up exercise to clean up any known erroneous coding issues

# Observations and key considerations for the future state - STOB 79 (Entitlements) and 80 (Third Party Service Agreements)

### Spend Analysis

#### Current state

#### Impact

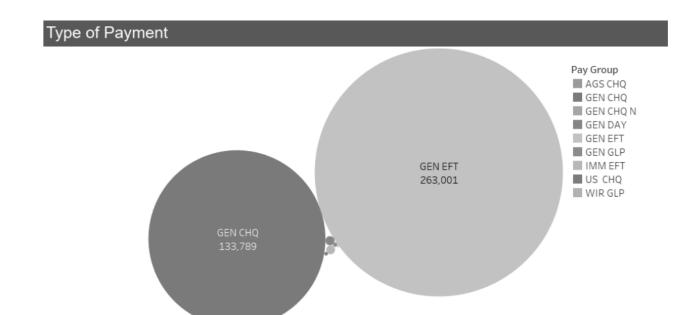
### Opportunities for improvement

### **Payments**

- ▶ 66% of payments are GEN EFT, 34% are GEN CHQ
- Some vendors with a large number of payments/month are still receiving cheques
- ► There are issues with coding resulting in STOB 79 or p-card type payments falling under STOB 80
- Payments trend higher towards end of fiscal year

- Generally cheque payments have additional cost, administrative burden and increased risk
- Reduced quality assurance and oversight
- Reports cannot be accurately pulled if payments aren't coded correctly
- Ineffective/ inefficient spend on services

- Improve planning and develop incentive to reinvest remaining spend
- Change default option for payment to EFTs; currently the default option is cheque which may be resulting in unnecessary cheque payments
- Mandate recurring and large payments with vendors to be EFT



#### Note:

A coding issue was found in pulling the payment report from the Corporate Data Warehouse used for this analysis. Therefore, it cannot be confirmed which STOBs are included in the base data (report appeared the same regardless of STOB filter). However, a manual effort was made to compare the spend of total amounts within STOB 79 & 80 and it is assumed that both are included in this data set.

# Observations and key considerations for the future state – STOB 80 (Third Party Service Agreements)

#### Current state

#### Vendor

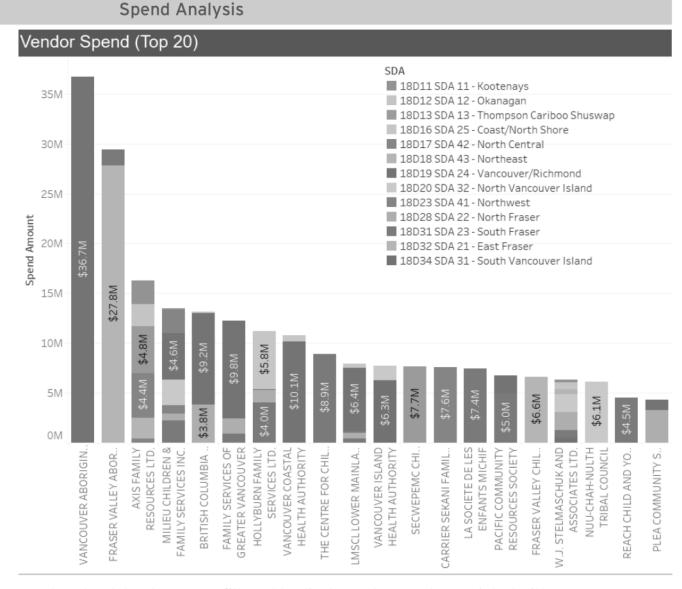
- ► Services for Children & Youth with Special Needs have significantly more vendors than any other core business area, although Child Safety, Family Support & Children in Care Services have a higher spend
- There are 10 vendors that have spend across 6 or more SDAs
- Of the top 20 spend vendors, 6 of them are delegated agencies

#### **Impact**

Administrative oversight and effort outweighs benefit of a formal agreement

#### Opportunities for improvement

- Where appropriate, transition contracts to entitlement-type agreements
- Confirm whether contracts spanning SDAs require multiple separate contracts or if there is opportunity for consolidation
- Standardize terms and rates across vendors with multiple high spend contracts



Note: The data above was filtered to display only spend associated with an SDA.

## Observations and key considerations for the future state - STOB 79 (Entitlements)

### Spend Analysis

#### Current state

#### General

- ▶ Data availability made it difficult to distinguish agency vs individual spend in STOB 79; using a formula, we categorized the spend based on vendor naming format.
- ► Technology and systems are not fully integrated and do not have sufficient controls to prevent miscoding or inconsistent data entry, for example:
  - Vendor names are inconsistently found in the data. Sometimes they are in the vendor name category, while in other cases this field is blank (13%). In many of the cases a vendor type name appears in the dist\_name column instead.
  - Potential miscoding as some STOB 80-type spend appears in STOB 79 (e.g. Axis Family Resources\*).
- ▶ Within the data available. entitlements are not mapped back to formal agreement numbers (as evidenced by 88% of contract number fields blank); spend associated with contract number is mainly respite (with individuals).
- Payment data could not be filtered by STOB 79, however, an analysis on count of imprest cheques was conducted and included within the Appendices.

#### **Impact**

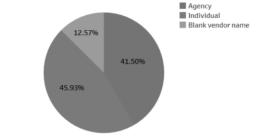
- ▶ Data quality and availability makes a thorough and meaningful analysis difficult.
- Spend is difficult to track, analyze, and make decisions on as it is not consistently or accurately coded, and information is found across various fields and data sets (no single source of truth)
- Data inconsistencies in coding could lead to increased risk such as duplicate payments and misallocation of funds.

#### Opportunities for improvement

- Build and implement data quality controls to ensure that all data is inputted correctly and systems are integrating properly when data is being transferred between them
- ▶ Investigate business value of implementing a leading contract management system

Agency vs Individual Spend

\*Example of STOB 80 type spend being found in STOB 79.



Row Labels	Ψ,	Count of Invoice_number		Sum	of Amount
AXIS FAMILY RESOURCES LTD	).	46	5	\$	64,283.16
Grand Total		46	,	\$	64,283.16

Vendor_name	<b>▼</b> Description
AXIS FAMILY RESOURCES LTD.	CS00134062 SUPPORT HOURS FOR AUG-17
AXIS FAMILY RESOURCES LTD.	CS00134062 EXTRA STAFFING FOR JUL 1-31/17
AXIS FAMILY RESOURCES LTD.	CS00134062 DAYCARE JUN2017
AXIS FAMILY RESOURCES LTD.	CS00155313 SUPPORT HOURS FOR YOUTH JUN 1-17/17

Section 4

Quick Wins and Next Steps

### Quick Wins and Next Steps

This analysis has identified opportunities for MCFD to increase value for money, reduce risk, and streamline contract management practice; the following are quick win opportunities that could lead to immediate benefits.

#### ▶ Undertake initial data clean-up exercise

▶ While reviewing this contract, vendor, and payment analysis, MCFD identified some line items within the STOB 80 source data which appeared to be incorrectly coded to STOB 80. Reviewing these line items and moving to the correct STOB will help improve consistency and accuracy of data.

#### ▶ Review cheque payments and flag candidates for conversion to EFTs

- ► Review payment data and identify candidates for transition to EFT especially if there are agencies with reoccurring payments.
- ▶ As new contracts are generated, introduce EFT as default payment option rather than cheque.

#### ▶ Identify contract rationalization opportunities

▶ While reviewing contracts (either during active contract period or at expiration), identify instances where one vendor has multiple contracts for similar services and discuss opportunities to reduce number of contracts - would serve to decrease administrative burden both for MCFD and service providers.

#### ▶ Implement data quality controls:

▶ Conduct a project to identify ways of routinely checking for data errors and maintaining data quality.

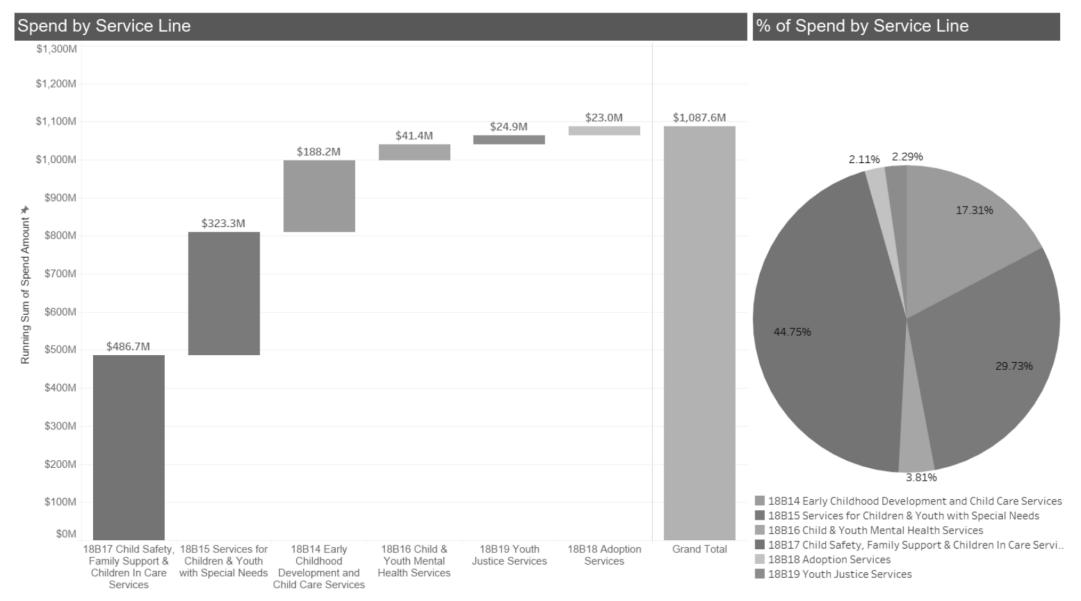
#### ▶ Investigate coding issue within method of pulling payment report in Corporate Data Warehouse

▶ Using the Invoice & Payment Inquiry (full param select) report with FY 17/18 and STOB 80 selected yielded the same report as having STOB 79 selected. There appears to be a coding issue preventing the filter function from working correctly, producing erroneous results.

Section 5

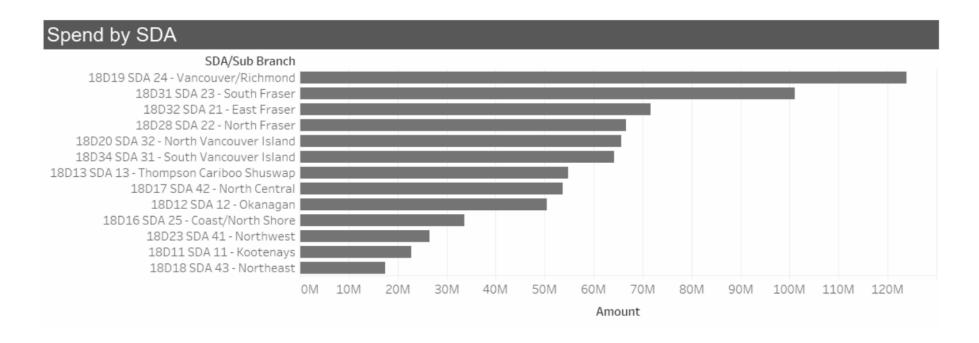
# Appendix 1: Additional Background Information

# Additional Background Information - Spend by Service Line (STOB 80)



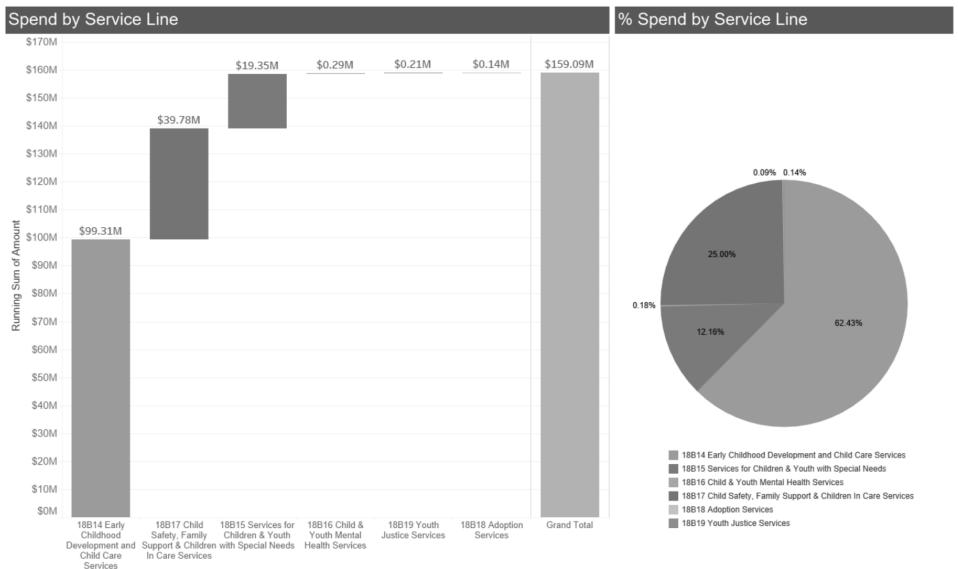
Note: There is an additional \$3.4M of spend in STOB 80 under Service Delivery Support, Executive & Support Services, and Statutory Accounts, which is not reflected in the above diagrams.

## Additional Background Information - Spend by SDA (STOB 80)



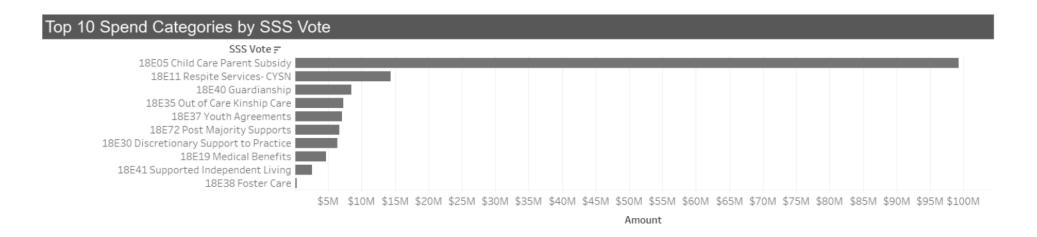
Note: There is an additional \$338.5M within STOB 80 not reflected in the above diagram which is not specific to an SDA, examples include: Specialized Provincial Services, Child Care Operating Fund, Aboriginal Services and Service Delivery Operations.

# Additional Background Information - Spend by Service Line (STOB 79)



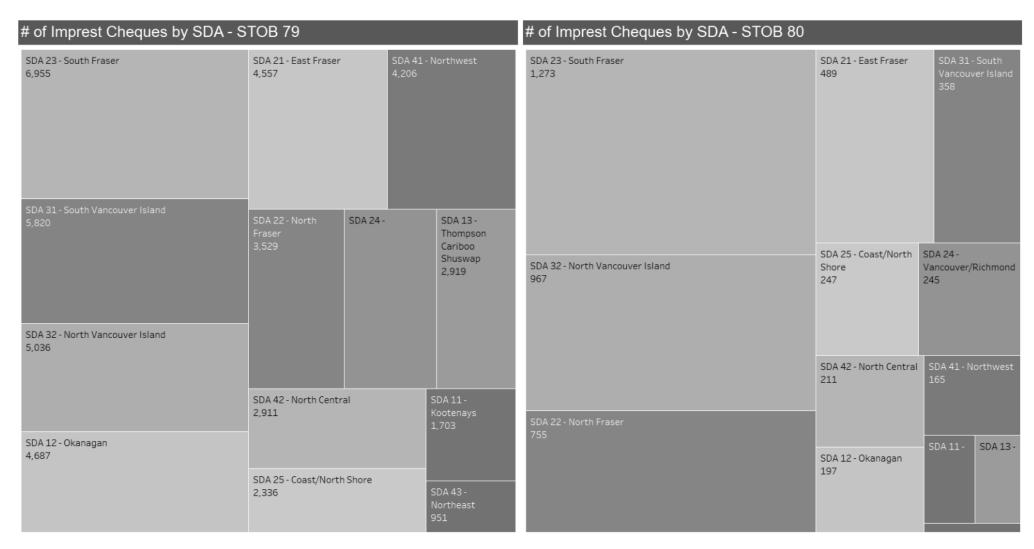
Note: There is an additional \$21K of spend in STOB 79 under Service Delivery Support, Executive & Support Services, and Statutory Accounts, which is not reflected in the above diagrams.

## Additional Background Information - Spend by SSS Vote (STOB 79)



Note: There is an additional \$2.2M within STOB 79 not reflected in the above diagram which is not included in top 10 SSS Vote spend categories.

# Additional Background Information - Count of Imprest Cheques by SDA (STOB 79 and 80)



Note: More information on STOB 79 & 80 data analysis may be located within the Spend Cube (Tableau Dashboards).

			Procurement Strategy & Planning			Contract Manageme	nt Lifecycle		
			Strategy & Manning Considerations (not in base scope but recommendations will touch)	1. Strategy	2. Creation	3. Implementation	4. In-Life Management	5. Review	6. Renew or Exit
	ce, People & Policy	Best Practices	And the second of the second o	Andread Control of the Market of the Control of the State of	A section for the section of the sec	"Mr gamma athupotes for its settled	Morangers have growther and special nativities of all shapes	-Ages and in endocated some produc	
	Governan	Insights from NZ Transformation Journey		Uses the model and peace recommendating (busing a view) as a forest and a great plant by the peace of the pea	Austina kepitad fility innerinen andrändere Peterring für Ödderen, keinzische Jagu, beinz berühren, Vissen Öddere, Össter Schriege diese Keinzische Versichen der Schriegen (Vissen Schriege diese warderen der der zuglich Vissen der Versichen der seinzel warderen warderen der der zuglich zu werde der Versichen der der der versichen Schriegen der der Versichen der Versichen der der der versichen Schriegen bezuhlt Commissionig Festerwerk, Charge Terrind (sie der 2017) führ Jedard (Commissionig Festerwerk, Charge Terrind), siere 2017 führ Jedard (Commissionig Festerwerk, Charge Terrind), siere 2017 führ Jedard (Commissionig Festerwerk, Charge Terrind), siere 2017 führ Jedard (Commissioning Festerwerk, Charge Terrind), siere 2017 führ Jeda	Zhalinis.	Paradises Invaried Pulse, Invarience and Roberts, Pulsering for Recent Inc. Invaries Resp. Childreng of United Pulsering Childreng of United Pulsering Childreng of United Pulsering Childreng of Childreng Childreng Childreng Childreng and Childreng Childreng and Childreng and Childreng Childreng Childreng and Childreng Childr	Paradisses brooker Efficies, Sove-brook and Endors Parliaming for Genomes, Government South Sou	
	or Key Activities	Best Practices	Note that an analysis and a second se	Note that content to c	Value from the things be improved.  The desired overstood the control of an individual public for the control of an individual	Age and individual transposalism individual inside for private, and the private individual inside for private, and private individual individua	Compay or demonstration of the control of the contr	Colony of the Option of the State of the Option of the State of the Option of the Opti	The grant for control trans, delite and the service and a control transport and the control transport and transpor
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		Best Practices	r dine single-integrated sprince miles) becompared an emerger, with standard and transforming	of monotones of Contract transports on space transports and EM replace.  In terminal property states only not hards embeding anchoing condemnation, tendering another, and researching.	Tablica appropriate fumpless and connect managements of offerware in-moutants of the     Tablica	<ul> <li>Помаго пответи предостав Номаго Подата на 180 горот ностите общено бизи и ребего съе обизиза из плава зебото бизи пот не</li> </ul>	of these stands and account requiring of sections or streets, which is further than the same of the sa	inflammate some suppreprinted invaluacy (assessment)  in Accurate inconting of issues ment and investigation.	e Direct et tricipa continuel le sont autoritangement colhe que
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#### OVERVIEW OF SPREADSHEET

#### Purpose:

Ernst and Young (EY) has been engaged by MCFD to undertake a review of the current state procurement and contract management lifecycle across the six core business areas of MCFD. Over the course of this current state assessment, various engagement with different stakeholders was completed and this spreadsheet has been created to capture this compiled information. The information in this spreadsheet has been captured from engagement with different Executive Directors as well as visits to seven MCFD local service delivery areas (LSA's) and service providers by EY and MCFD staff.

The focus of these LSA visits was to meet with front line staff and service providers to help understand what is working well, what areas of procurement and contract management could be improved, what challenges front line staff and market providers face in procuring and providing services and if any innovative or successful contract management practices exist that can be learnt from. This spreadsheet was created to centrally document all of the information gathered during these LSA visits. The information gathered from these LSA visits will be a key input into the current state analysis and used to inform the development of the future state contract management framework.

The seven LSA's visited were Comox, Dawson, Prince George, Vancouver, Abbotsford, Cranbrook and Kamloops.

#### Contents:

In this spreadsheet, there is the following tabs:

- 1. Executive Director 13 Executive Directors were engaged with across the Province and different service lines.
- 2. LSA Visit Overview Information captured from meetings with MCFD staff including the Director of Operations (DOO's), front line staff (Team Leaders, Resource Workers, Social Workers, Clerks etc.) and local Procurement and Contract Management Branch (PCMB) staff. For these tabs, information is documented as it aligns to both the six stages of the contract management lifecycle (strategy, creation, implementation, management, review and renew and exit) and the seven themes used to categorize the information (governance, people, process, technology, information management, outcomes and indicators and output documents). At the top of these tabs, there is the identified key takeaways for the specific LSA.
- 3. LSA Pain Points MCFD staff were asked to identify their key pain points as they align to both the contract management lifecycle and the themes of oversight/policy, processes/activities, people/roles, tools/technology, information management and outputs/documents.
- 4. LSA Service Providers service providers within the LSA were met with to gain an understanding of:
  - · Their organization and the services they provide
  - Their relationship with MCFD
  - Challenges or strengths encountered in MCFDs current procurement and contract management lifecycle
  - The tools, technology and regulations that support and guide their work
  - Any innovative procurement and contract management practices used
  - · Any supply or demand gaps that exist from their perspective
  - The key items they would like to see changed
- 5. Child Care the information in the child care tab is documented in the same way as it is for the LSA visits (aligning to the contract management lifecycle and the themes).

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			Contract Management Lifecycle		
	Need Identified	Planning	Establish Services	Manage Services	Review Services
Oversight/ policy		Lack of consistency around contracting expectations by MCFD (what skilllevel will MCFD pay for and at what rate)     Staff residentials should be awarded to non-profits with skilled staff			
					Having the inability to change contracts
Process/ activities		Not setting goals with really vulnerable clients Not having the ability to have choices in services Not having the flexibility to change the direction/ type of services			Reviewing contracting and understanding how money is spent     Auditing     Having the inability to change contracts
		Lack of consistent expecation around financial monitoring	Negotiating step down in contracts	Financial payments are delayed getting out to youth with agreements (sometimes payments are late which can impact students ability to pay rent and or tuition)	
People/ roles		Negotiating 'staffing' levels			
		Lack of training - more awareness for staff that the process involves a legal agreement			
		Recognition that the children/ youth we need staffed resources for are beyond family care homes. The companies providing services want kids that could fit in family care			
		No proactive planning (reacting not acting)			
		Lack of expertise in negotiating specialized resources - balance between social work and contracting			
Tools/ technology					
Information management					
Outputs/ documents			Project codes (having to wait for finance to assign one prior to contractor being able to provide services)		Challenging to measure services (qualitative)     Reporting expectations not helpful in understanding or evaluating services. Needs to be magningful line, outcomest)

	Pain point identified by Office
	Manager
No fill	Pain point identified by DO
	Pain point identified by Fron Life Staff (TL's)

Service Provider/ Partner	Organization Contest	Relationship Heatmap	Relationship with MCFD	Challenges/ pain point	Working well	Innovative Practices	Technology	Regulations/ Policies	Supply/ demand gaps
Service Provider	15 staff total		<ul> <li>Ministry does provide major</li> </ul>	. Hard being only able to plan year to year (will be having	- Ministry provided \$30,000 to First Nations		-	. Do have reports, identify	. Have not been involved in any discussions regarding
	Have navigator roles, youth, justice, elders		funding for ASI	those conversations again about longer term contracts)	bands for prevention funding. Some bands did			what community the family	demand or supply and the needs of the community (also
	Aboriginal parenting support worker - across		<ul> <li>Prevention funding also</li> </ul>	. Prevention funds from Ministry, not sure what is	not have the capacity to deliver these services			comes from but not tied to the	new to the rale, have only been in the rale for one year)
	Courtney and Campbell river			happening with the funding this year but have been told it	and some do not even have a land base so			original community funding	
	<ul> <li>None of the programs are traditional family</li> </ul>		first ration bands and said to use	is coming??? Last year signed the contract, this year was	funnelled the money through Sassamans society			· ASI were previously quarterly	
	support - do very intensive one on one support		for prevention in community, but	told it would come in the form of a grant however, have	to deliver the services on behalf of those			reports (stats, who has been	
	Working to decrease the number of children in		some bands don't have capacity	not yet received funding for this year. For 2018/19 year,	communities. Communities have signed			served, narrative, successes	
	care		to deliver services, some don't	\$180,000 did not come until November. Phoning and	contracts with Sassamans, currently annual			and challenges of programs,	
	. Housing navigator program - work with families/		even have a land base, so	emailing contact, Alison Bond contacting her	funding, which is how have been able to			now only twice a year in	
	individuals looking for housing, trying to get families		funnelled the money through	. Funds are rarely provided when they should be. If did not	increase programming (communities are happy			October and April)	
	to keep their children by having secure housing		sassamans society, to deliver the	have CW3I funding would be much more stressed [federal	to know that the services are available if their			<ul> <li>Reporting provided by email;</li> </ul>	
	Caregivers, indigenous support, starting 29th -		services on behalf of those	funding)	families need it]			reporting seems valuable, want	
	pilot program to see if she will work with indigenous		communities, communities have	<ul> <li>Having multiple contacts at MCRD for different contracts</li> </ul>	Community wellness jurisdiction initiative (like)			to be accountable	
	caregivers, looking after children not their own		signed contracts with sassamens		prevention funds)- opened up to 84 First Nations			<ul> <li>For prevention funds, have</li> </ul>	
	Overall goal, to keep children in homes they know.		- currently annual funding, which		not connected to DAA to deliver prevention			not been asked to submit any	
	<ul> <li>Indigenous approaches funding - originally</li> </ul>		is how have been able to		services for their communities. Lots of bands			reports but could if required.	
	provided until 2013, connect with communities		increase programming		have created programs for their communities.			Have budgets for each	
	Report from children and youth - "when talk.		Do interact with an ASI		Communities that do not have that ability can do			program so keep track of what	
	trumps service" - felt agencies were receiving money		manager for ASI contract - has		this through the Sassamans society (enables to			is happening with programs.	
	but not actually doing things with the money, were		changed a lot over the years		add more programs again)			staff write reports, they still do	
	just having big meetings rather than actually doing		<ul> <li>Normally annual funding</li> </ul>		. Community wellness initiative - 5 year funding			quarterly reports so can	
	things		arrangements		initiative. Started out with one initial bit of			answer any questions; am	
	. Managed to survive this, and ended up getting new		. Local Ministry offices connect		funding \$40,000. Then an additional amount			quite surgrised haven't been	
	funding ASI		with them regularly		based on number of band members (had to			asked for reports	
	. Open door policy: do not say no to families,		. Connect with DOD as well but		apply for it- provide a case for what they were			1	
	anyone can access services if identify as indigenous -		more for small contracts		going to do with it- can decide what portion will			1	
	do not need to have status, not limited		A lot of the contracts are		give to Sassamans)				

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			Contract Management Lifecycle		
	Need Identified	Planning	Establish Services	Manage Services	Review Services
Oversight/ policy				<ul> <li>Unclear what can be asked of contractors regarding contract management (e.g. reports, evaluations, enforcement of terms)</li> </ul>	
Process/ activities	- No clear understanding of end to end process	- The hub process is far to slow and creates confusion	No process for innovative contracts (e.g. first nations)     No process for establishing global		
			contracts		
People/ roles	- Not clear what support PCMB is able to provide or what training is available	- Roles and responsibilities are not defined			
Tools/ technology			Direction to use fixed payments instead of flexible payments, however fixed payments do not align with contract		
Information management					
Outputs/ documents					

	Pain point identified by Contract Admin (PCMB)
No fill	Pain point identified by DOO
	Pain point identified by Fron Life Staff

Service Provides/ Partner	Deganisation Control	Relationship Heatmap	Relationship with MCFD	Challenges/pain paint	Workingwolf	Innautho Fratheri	Technology	Regulations/ Polisies/ Reporting	Tapply( demand gaps
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			Contract Management Lifecycle		
	Need Identified	Planning	Establish Services	Manage Services	Review Services
Oversight/ policy	-"Indigenization" - taking MCFD policy and creating contract management language that works for indigenous communities (levels of consultation, engagement, etc). This could include having standards for this and building cultural agility and safety into contracts so they are consistent with the political promises that province has made.		Manage larger contracts provincially so there is one person for each large agency.	- Provincial consistency - want to be able to do my PACS job and for it to look the same across province (e.g. language, catalogue of service, etc)	
			- Flexibility within spend to meet the community needs as they change (currently there may be a waitlist in one area and excess capacity in others).		
Process/ activities		- Would like to have a way to look at the history of contracts (#, agencies name, changes that have been made over time).		- Tracking contracts is a huge effort. There is not enough training (e.g. when to add insurance in amendments).	<ul> <li>Trying to do 90-day renewals but we find out about the language changes only 10 days before expiration.</li> </ul>
People/ roles	Need in-depth training and a detailed information package for whatever new contract management tool is implemented.	- Ministry is not good at training. Training should be done in person so relationships can be built.	Move residential contracts to PCMB (negotiating, renewals, modifications, management)     This would increase consistency and value of people's time.	<ul> <li>Ability to put skills and knowledge into what actually needs to be done by taking away the contract administrator responsibilities.</li> </ul>	
				Lines get blurred because I've (admin) taken on some contracting so people believe I'm doing more with the contracts than I am able to.      Specialized contract manager for	
				residential care (not foster).  - Someone to take over the	
				contract management - lots of work.	
Tools/ technology	- A good, comprehensive contract management tool is needed. Currently, there is not an end-to- end tool so there is not accountability throughout the process.		Require a better tool to write the contracts so they look more professional.		
Information management					
Outputs/ documents					

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-		Procurement
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			Contract Management Lifecycle		
	Need Identified	Planning	Establish Services	Manage Services	Review Services
Oversight/ policy	Add more support dollars or be more flexible with needs (prevntative preservation)	Fiscal year end contract increases for union increases	Inconsistency in budgets, costs and negotiations		Use of evaluations to ensure outcomes are the focus versus outputs
		Early planning with service delivery around procurement			
		More focus on research and outcome development			
		Lack of communication regarding changes (i.e., employer health tax)			
Process/ activities					
People/ roles					
Tools/ technology					
Information management					
Outputs/ documents					

Pain point identified by Procurement
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			Contract Management Lifecycle		
	Need Identified	Planning	Establish Services	Manage Services	Review Services
Oversight/ policy	Need framework for accessing need	Ability to provide financial support of extras in the foster homes	Lacking consistent guidelines and exceptions for costs in staffed residential resources		
	Establishing new/ changing services based on outcomes	More robust support system for the foster home			
		Need to focus on developing/ supporting/ briefing up the foster care and out of care homes			
		Compensation (fairly) foster homes and redefining levels			
		Bed specific staffed homes			
		Need to have more proactive bed specific development not reactive child specific			
Process/ activities		Lack of consistent tendering cycle			Need more help with financial reviews of the contractor and contracts
		Functioning tool kit to help with negotiating staffed contracts			Need accurate contractors financial statements
People/ roles		Training need for DOO's ongoing	Lack of understanding/training on all contractss (i.e., negotiation, language, budgets)	Foster parents being respected as part of a team helps with recruitment and offsets the number and need of staffed residential resources	Training for evaluating and monitoring of contracts
			Expertise on resources teams		
			Lack of training for procurement and financials		
Tools/ technology		Technology support			
		Functioning tool kit to help with negotiating staffed contracts			
Information management					
Outputs/ documents					

	Pain point identified by Procurement
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			Contract Management Lifecycle		
	Need Identified	Planning	Establish Services	Manage Services	Review Services
Oversight/ policy					
Process/ activities			Copying and pasting previous payments for contracts (do not need to reinvent contracts)	Speed up time frames to generate payment (as well as direct deposit)	
People/ roles		Lacking clarify on roles, responsibilities, expectations, process (who does what)	Lacking clarity on who can provide information when necessary	Training in contracts, procurement and managing (especially when your main job isn't contracts but social delivery)	
		Clearer roles with greater collaboration (need better means of communication between business areas and clearer job descriptions)			
Tools/ technology		Central contract repository to set up, monitor and revise contracts	Electronic signatures	One system for MCFD (payments all on ICM)	
			Ability to use electronic signatures/ communicate and send contracts electronically (i.e., contracts to non MCFD providers)	Want a single user friendly system	
				One computer system for case work, finance and contracts	
Information management					
Outputs/ documents		I	I		

	Pain point identified by Procurement
No fill	Pain point identified by DOO
	Pain point identified by Front Line Staff (FLS)

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			Contract Management Lifecycle		
	Need Identified	Planning	Establish Services	Manage Services	Review Services
Oversight/ policy			The Hub. What about exceptions in crisis situations? Standards are given, SDA knows homes, can the SDA not do this themselves?		
Process/ activities		The process on the resources side. We have a process for creaeting new staffed residential agencies but it is very bumpy and is not lean. I would like to be trusted to do what is right and get done what needs to get done. Feels very beaurocratic.	been much leaner if authority was just left with DOO. I know my contracts and my budget		
		Lack of being able to start work in a timely manner (Waiting on Treasury board making decisions on wage increases)	Approval authority thresholds do not make sense. For example, \$5,000 needing a proper contract. Need more discretion around how MCFD manages that		
		ESM lifts - when should this be done? February 1st?	Challenging to find policies and finding information and their integration		
People/ roles					
Tools/ technology			Staff need tools so they can go to one place to get information.	PCMB has so many spreadsheets. It calls on FO's as their responsibilities and takes up a lot of their time that could be spent elsewhere	
			Integrations and lack there of. CWT and CF25. Need for automation.		
			Record tracking.		
			Do not push resources into ICM without proper design and development		
Information management					
Outputs/ documents					

	Pain point identified by
	Procurement
No fill	Pain point identified by DOO
	Pain point identified by Front Line Staff (FLS)

Identified by what role	Key pain point	Description of pain point
1. All roles	There is a lack of clear roles and responsibilities	As a result, resources are not sure who and what they can ask for help with (i.e., what does PCMB do?)  MCFD staff are not clear if PCMB can actually help with residential contracts (we heard this in the LSA's how PCMB was informally taking this on, where as for some PCMB staff they were told to not provide support on the residential contracts like Cranbrook)  There are duplication of tasks as there is lacking a clear understanding of what the end to end process is  Clearer roles could result in greater collaboration between business areas  Manage larger contracts provincially so there is one person for each large agency  Unclear what can be asked of contractors regarding contract management (i.e., reports, evaluations, enforcement of terms)
	There is a lack of training (training is insufficient and not ongoing)	As a result, staff do not understand how to negotiate, the language contained in the contract or budgets Inconsistencies in contracts are then created because of this lack of training This need for procurement and contract management training is escalated with front line staff who predominately come from a social work background and main role is social delivery
	No pro-active planning makes the Ministry reactive and having to procure child specific homes	Would like to see more of a focus on research and outcome development
2. Team Leaders/ Front Line Staff	Want to see a more robust support system for foster homes (fair compensation with the ability to provide support by adding 'extras' in the foster homes) Electronic signatures (e-signatures)	With a greater respect placed on foster homes and a greater emphasis on recruitment will help offset the number and need of staffed residential resources
	The HUB is creating time delays in getting contractors hired and compounds problems for service providers in retaining staff and delivering service	
	One system for case work, financial work and contracts that is user friendly	
3. Procurement staff	Need a better contract management tool (i.e., a contract repository to set up, monitor and revise contracts)	Contracts need to look more professional Would help staff be more accountable PCMB has to use so many spreadsheets to manage work which is time consuming Current systems lack integrations
	Lack the ability to do work in a timely manner because of delays at Treasury (therefore contracts cannot be renewed)	Especially at fiscal year end contract increases have to be done for the union increases
4. DOO	Flexibility with spend in order to meet the needs of the community (i.e., there is a waitlist for one program area but excess capacity in others)	Not able to be innovative with contracts Not having the ability to have choices in services Not having the flexibility to change the direction/ type of services Establishing new/changing services based on outcomes Focusing on preservation and prevention
	The residential process	The process on the resources side is very bumpy and not lean Process feels very bureaucratic Would like to move residential contracts to PCMB (negotiating, renewals, modifications, management). This would increase consistency and value of people's time Negotiating 'staffing' levels Expertise on resources teams (would like to move away from the Resources Teams being only Social Workers. Would also like to see that each resource team have a Procurement and Contract Specialist to compliment the services on that team (Sharon Mair). MCFD is unmatched in expertise when negotiating with service providers).

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Governance & Policy

People (including roles, training)

**Process** 

Process and/or key activities

Technology

Includes systems & tools

Knowledge

Includes information sharing, lessons learned, how people are communicating

**Outcomes & Indicators** 

**Key Performance Indicators** 

Output documents

Ex. Strategy Document, a Contract Summary, etc

## Appendix 8: One Pagers Process Variations Summary

#### Contextual Information

As part of EY's current state assessment, one-pagers were created for each of MCFD's six core service lines to capture the key variations within a program area, the key challenges that are encountered, and the relationship and level of interaction and alignment between the SDA and PCMB. These one pagers also capture a current state process for a specific program and/or contract type within the larger core service line. For example, an overview of the Contracted Residential Agencies (CRA) contract lifecycle is illustrated as an example of an agreement that sits within the overarching Child Protection and Family Services, within which there are multiple agreement types, many of which follow inherently different processes (as evidenced by the out of care agreement lifecycle) and receive varying levels of support or guidance from PCMB.

These current state processes are not exhaustive. Some current state processes for programs have already been created, such as for Autism. These one-pagers have been produced as examples to highlight the variation in the key activities completed by the main stakeholders (such as the SDA, PCMB and if applicable the client's family) involved in procuring and delivering a range of services across the contract management lifecycle, as well as the tools/ systems that are used to facilitate each process.

#### Analysis

The one pagers were initially populated through information gathered in consultation, collaborative workshops and reviews with Provincial PCMB. The one pagers were then socialized with subject matter experts within the SDA's to validate and iterate on. Further information collected during the LSA visits was included as well as additional insights pulled from the ministry's intranet site.

#### Outcome

It was significantly challenging to document the high level current state processes for each of the six service lines because of the inability to gather a consistent view on a process and the conflicting opinions that were received depending on who was engaged (i.e. regional PCMB team or SDD resources across different LSAs and specializations).

From these challenges, it was apparent that SDD and PCMB operate as two distinctly separate organizations, although often serving the same population - they follow different processes and guidelines, use different systems, work towards different outcomes, and have different roles supporting the contract lifecycle. SDD and PCMB are business units who work and think in siloes, often in isolation from each other, largely to do limited awareness and lack of clear ownership of roles and responsibilities. Furthermore, the challenges highlight the ability, autonomy and perceived authority that variations in processes can be created, regardless if the deviations are in conflict with best practice, policy or guidelines.

## Specialized Intervention and Youth Justice

#### Overview





\$ 24,826,967

STOB 80, FY17/18

► Services Agreements

Specialized Intervention and Youth Justice (YJ) provides community supervision and custody programs for youth aged 12 to 17 as well as mental health assessment and treatment services for youth who are in custody or under community youth justice supervision. This service line includes the programs of Community Youth Justice Services, Maples Adolescent Treatment Centre, Youth Custody Services and Youth Forensic Psychiatric Services. While the SDAs have traditionally been responsible for managing the full lifecycle of procurement and contract management of YJ services, a shift in 2017/2018y occurred with PCMB providing a greater level of support for YJ services. While PCMB's involvement with the procurement process has increased, it is still predominantly administration based and roles and responsibilities within the service delivery areas still require greater clarity.

#### **Key Insights**

#### Key Variations within Program Area:

- A large portion of YJ services are federally funded and accessed following a court order. YJ services provided to youth who fall under the authority of the Youth Criminal Justice Act (YCJA) are supported through a cost-sharing agreement with the federal government. Current challenge is meeting spending requirements with declining cases
- Some contracts and invoices are being completed electronically by PCMB (e.g. for the Full Time Attendance Program (FTAP) however majority of YJ contracts are completed by LSA and are paper based.
- MCFD has recently mandated that all invoice processes be completed electronic by early Fall 2020. The Youth Justice program has been selected to pilot this transition to electronic invoices
- Youth Justice contracts are one of the only programs where contracts are predominantly invoice based (in addition to Sessional Contracts)
- The LEAD agency model is not being used to deliver services because there is limited awareness as to what the model is and how the service line can utilize it
- No review of services for Youth Justice because they are court mandated
- Some of the YJ contracts are directly awarded to providers because of low dollar amounts (I.e. under \$25,000)
- There is limited flexibility within YJ contracts due to the restriction associated with federal funding. Federal funding supplies the Youth Justice contract and there is no flexibility to transfer funding to other programs despite being repeatedly some programs being under utilized
- Youth Justice funding is categorized as high, medium, and low
- FTAP contracts are electronical and kept with PCMB while contracts for Youth Custody are all paper based. This difference is because of a cultural divide and some contract managers not being comfortable with electronic format

#### Key Challenges:

- Recent changes to the Youth Criminal Justice Act has increased focus on keeping youth out of the criminal justice system. This is putting increased pressure on an already low number of appropriate foster parents and increasing the number of children that are being places in CRAs
- Some contract information is stored locally within the SDA's. This restricts PCMBs ability to support contract creation and in life management and can result in old contract templates being reused
- Most invoices for Youth Justice services are paper based and are processed by the SDA. PCMB is actively working with SDA's to utilize PCMB for invoice processing so invoices can be generated electronically. This would allow PCMB to provide greater value to YJ as they could access invoices, helping to inform burn down rates, complete quality assurance checks and provide proactive insights to the LSAs
- Many of the YJ contracts do not have reporting requirements included, minimizing both the LSA's and PCMB ability to effectively evaluate the performance of service providers and create an remediation action plan if expectations are not being met
- Some LSA's are renewing contracts that do not have renewal terms and conditions included requiring PCMB to create workaround processes which may result in the total contract aggregate above the direct award threshold impacting compliance
- It is challenging to collect unearned revenue as there is limited guidance, support or consistent process available for how to identify or collect unearned revenue
- YJ contracts allow for the re-allocation of contract dollars from one high priority YJ service to another. Therefore, high priority resources should not be allowed to be re-allocated to a lower YJ funding category or to shift resources to another program (i.e., attempting to re-allocate funds from YJ to CYMH)
- Contract managers report a delay in the creation and finalization of contracts and quality concerns as a result of PCMB's increased involvement

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## Specialized Intervention and Youth Justice

While there are variations within this broader program area, the process below is most representative of Youth Justice Services Service Agreements.

Need Identified	Planning	Establish Services	Manage & Pay for Services	Review Services
		Service Delivery Area (SDA) Activit	ies	
Receive direction on what court mandated services to provide	<ul> <li>Select preferred service providers</li> <li>Work with PCMB to generate contract if applicable. Provide direction to PCMB if re-using old contract or creating new contract</li> <li>If re-using old contract, request PCMB to add in new service provider information</li> <li>Request risk and insurance content from PCMB to include in contract if applicable</li> <li>Seek advice and assistance from PCMB if required</li> </ul>	signing authority in SDA reviews and signs contract  Create new physical file folder within LSA's at respective YJ locations to store contract and supporting documentation	<ul> <li>Receive and approve invoices, create coding block, send to A/P</li> <li>If contract amendment(s) required, work with PCMB to update contract</li> <li>Receive and review service and financial reporting from service provider. Work with service provider to address gaps or issues related to performance/deliverables</li> <li>Save reporting in local contract folder</li> <li>If unearned revenue is identified by PCMB provide direction on recovery and work with PCMB to follow up with provider</li> </ul>	<ul> <li>Determine if contract is still required, and end, renew or create a new contract as required</li> <li>Notify and work with PCMB to end, renew or create a new contract</li> </ul>
	Procurement a	and Contract Management Branch (I	PCMB) Activities	
	<ul> <li>Create contract</li> <li>Provide risk and insurance content to SDA if applicable</li> <li>Support SDA to generate new contract as required</li> <li>Provide advice and assistance to SDA as required</li> </ul>	<ul> <li>Review contract and provide feedback to SDA if applicable</li> <li>Send contract to service provider and SDA for signature</li> <li>Create CF25 and send to A/P if applicable</li> <li>Save contract to LAN if applicable</li> </ul>	<ul> <li>Work with SDA to complete amendments as required</li> <li>Receive and review reporting if applicable</li> <li>Identify unearned revenue and notify SDA if applicable</li> <li>Complete electronic invoice process if applicable, send to A/P</li> </ul>	<ul> <li>Support contract creation or renewal process as required (i.e., assist with drafting the contract, answering payment questions and assessing financials)</li> </ul>
		Tools/ Systems		
	- Contract Writing Tool (CWT)	<ul><li>Contract Writing Tool</li><li>LAN (contract is saved)</li></ul>	<ul><li>Invoice template</li><li>Excel (coding block)</li></ul>	Contract Writing Tool (renewal) Page 201 of 2

## Early Years/Child Care Programs and Services

#### Overview





MCFD Delivered **Direct Client Services** Contractor Delivered DAA Delivered

\$188,231,201

STOB 80, FY17/18

- ► Early Years Service Agreements
- ► Child Care Operating Funding Program Application
- ► Child Care Fee Reduction Initiative

Early Years (EY) and Inclusion has recently undergone a significant shift, moving from being provincially procured and contracted services to being delivered predominantly through "lead agency" contracts managed by the service delivery areas (SDA's), with extensive support from the Procurement and Contract Management Branch (PCMB). This change has impacted the way in which needs are assessed, services are contracted and eventually delivered to early years clients. Also included within this service line is Childcare. Unlike EY, Childcare continues to be provincially delivered and traditionally has had limited interaction with service delivery or PCMB. While this is beginning to change, childcare services have traditionally been procured and contracted in isolation from finance and corporate services rather than in alignment with broader procurement and contracting processes or systems.

#### **Key Insights**

#### Key Variations within Program Area:

- Numerous custom standalone systems are being used for Childcare and Early Years programs such as CCOF, a custom built solution which is used to develop contracts for one program within Childcare (the child care operating fund)
- Historically, there has been limited emphasis on monitoring childcare agreements as they are subsidies, compared to contract payments. Now that new and innovative contracts are being implemented such as the childcare prototype sites, there is no established monitoring process to leverage and staff do not have the required skillsets to monitor and oversee contracts (actively working with PCMB to address this)
- Childcare expenditure is being coded to STOB's using inconsistent practices. Grants, which traditionally are coded to STOB 77 are being coded to STOB 80 so additional oversight can be obtained (approval has been given in some instances)
- The level of interaction between the program areas and PCMB varies and clarity is lacking on what processes and activities PCMB can and cannot support. Early Years has historically had greater engagement with PCMB across every stage of the contract management lifecycle but predominantly in contracting strategy and contract creation
- Childcare has previously had limited interaction with PCMB and only recently strengthened it's relationship with PCMB because of their increased involvement with the large changes occurring with the prototype daycare sites and the review of child care resources contracts
- The new Early Years program uses the LEAD agency model. This reduces the administrative burden on SDAs as MCFD contracts directly with a lead agency who then manages direct subcontractor agreements to deliver a boarder range of services, often creating more seamless experience for clients

- As a result of EY services shifting from being provincially lead to being locally managed by the LSA/SDA, local round tables are no longer facilitated by MCFD. Regular meetings with service providers, local MCFD staff and community were previously organized to develop collaborative relationships and discuss if services were meeting clients needs
- Service providers and MCFD staff expressed the importance of these sessions and found them highly beneficial in generating opportunities for stakeholders to collaborate and provide feedback to help inform current and future services as needs as trends in communities change
- Some SDA's had continued to organize similar events however no clear mandate has been provided as to whether these activities and forums should be created. causing variations occur across the SDAs.
- The success of utilizing the LEAD agency model appeared to vary by SDA as a result of provider availability and capacity, in addition to specific relationships or experiences in some regions. Discretion in applying the model, especially in smaller areas, should be used if a LEAD agency in a region is not a service provider that will deliver the most effective and beneficial services for the community
- No clear direction has been provided to EY on unearned revenue. Unearned revenue is being inconsistently recovered for EY and is dependent on PCMB receiving the appropriate reporting. If identified, in some areas the SDA's were able to provide direction on recovery, preferring to keeping the funds within the program area, which differed to the direction provided to regional procurement and contract management employees.
- Electronic signatures are being used in some program areas however applying this more broadly across Early Years/ Childcare service line appears to be challenging

## Early Years/Child Care Programs and Services

Across both the Early Years and Childcare programs significant variations exist in terms of key activities completed by the SDA and PCMB and the instances where different tools are used to support the procurement and contract management process. The following process most closely represents the provision of Early Years services but may vary by LSA/SDA.

Need Identified
Planning
Establish Services
Manage & Pay for Services
Review Services
Service Delivery Area (SDA) Activities

#### Notified of available funding

by PCMB or MCFD

management

- Meet with service providers and PCMB to discuss needs and contract particulars (SDA leads conversation)
- If RFP used, work with PCMB to provide required information to develop appropriate RFP
- Review contract and provide feedback to PCMB if
- Sign contract developed with PCMB
- Save contract and supporting documentation to local drives
- If contract amendment(s) required, work with PCMB to update contract
- Receive and review service and financial reporting from service provider
- Send reporting to Procurement if applicable
- If unearned revenue is identified by PCMB, provide direction on recovery

- Facilitate contract review prior to end of contract term
- Work with service provider to determine best use of unearned revenue if applicable
- Petermine if contract is still required, notify and work with PCMB to end, renew or create a new contract

#### Procurement and Contract Management Branch (PCMB) Activities

- Notified of available funding by MCFD management
- Notify SDA of available funding if required (SDA may already be aware)
- Meet with SDA and service providers as required
- Post notice of intent if direct award on BC Bid
- If RFP used, create the RFP and manage the procurement process
- If PCMB not managing the process, provide support to SDA as requested
- Create contract

- Send contract to SDA for review
- Revise contract as directed by SDA
- Once confirmed by SDA, send to service provider for signature
- Send signed contract to SDA for signature
- Complete CF25 and insurance, send to A/P if applicable
- Save documentation to LAN

- Complete contract amendments as required
- If applicable receive and review reporting (sent from SDA or service providers)
- Identify unearned revenue and notify SDA if applicable
- Receive direction on recovery of unearned revenue if applicable

- Support the recovery of unearned revenue and generate CF25 if required
- If required complete value for money
- Create or renew contract as required

#### Tools/ Systems

- BC Bid
- Contract Writing Tool (CWT) (create contract)
- Contract Writing Tool
- Excel (contract tracking)
- LAN (contracts saved)
- LAN (amended contracts saved)
- Excel and Word (reporting)
- Excel (unearned revenue and value for money)
- Contract Writing Tool (renewals) Page 203 of 260

## Child Protection and Family Services

#### Overview





\$476,310,843

STOB 80, FY17/18

- ► Residential Service Agreements
- ► Family Care Home Agreement
- ► Voluntary Care Agreement
- ► Extended Family Agreement
- ► Interim or Temporary Custody
- rinterini or reinporary custody
- ► Permanent Transfer of Custody
- ▶ Youth Agreements

Child Protection and Family Services, also known as residential services, includes the programs of child protection and family support services in addition to out of care/ kinship agreements. Despite significant efforts by MCFD staff, no standardized procurement and contract management process exists to inform the procurement of residential services. This is particularly challenging as majority of procurement and contract management tasks are completed by Resource Social Workers and other front line staff who have large caseloads and have traditionally received limited training in this space. PCMB provides varying levels of support to front line staff through out the province but does not have a clear mandate to provide support for residential services. The level of support that PCMB is able to provides to the SDA's varies significantly depending on, leadership direction, capacity, personal relationships and front line staffs proximity to PCMB resources.

#### **Key Insights**

#### Key Variations within Program Area:

- How SDAs define residential care differ throughout the province. No broadly used definition appears to exist
- Some SDA's have developed and are independently managing pre-qualified lists for contracted residential agencies (CRAs). Manual tools like whiteboards are being used to track the capacity and vacancy of CRAs and foster homes within each LSA
- Child protection services are procured using either bed or child specific contracts.
  Bed specific contracts are longer term contracts, typically one year and different
  children can be placed in the bed using the same contract. Child specific contracts
  are generally shorter in length and have been procured to specifically address the
  unique needs of a child or sibling group. No clear direction has been provided on
  what type of contracts are best or the appropriate tolerance to vacancies
- The level in which SDAs review the service providers costing tool, financial statements and identify unearned revenue at the end of the contract term differ significantly across the province. This appeared to be largely due to capacity and capability of staff responsible for managing these contracts and the level of support provided by PCMB
- Most contracts within child protection and family services are largely template driven minimising the level of complexity, (such as out of care agreements) which is stated as a reason why PCMB has limited involvement
- Global contracts (used sporadically across the province) are however becoming increasingly popular and require significant support from PCMB to strategize, create the contract and monitor effectively
- Some SDAs use the Centralized Services Hub to screen prospective out of care, foster and CRA service providers. This creates variation in the process and experiences, particularly for staff and service providers who work across SDAs (as some SDAs have continued to complete their own screening)
- In the Kamloops LSA, ICM is being as a pilot initiative to create EFP contracts

- Front line staff responsible for creating and managing contracts diverts effort from service delivery
- Increasingly challenging to maintain and recruit new foster parents and complex care providers because of short contract durations, age, low wages comparative to jobs in similar sectors, increasing cost of living and the increased complexity of client needs. As a result children that could be placed with suitable foster families are increasingly being placed in CRA's which are considerably more expensive and often negatively impact achievement of client outcomes
- Traditional procurement processes used by government (i.e., Request for Proposals) are challenging due to the emergency nature of protection services
- No proactive procurement or market signaling is done for residential services.
   Service providers have no insight into what contracts may be coming available creating uncertainty for staff and limiting ability to resource staffed homes if an urgent need arises
- No central guidance or reference tool exists to guide the development of the costing tool. Costs allowances such as rent or food therefore vary across regions and even in contracts with the same or near by service providers
- As contracts and supporting documentation are locally procured, negotiated and stored there is limited ability to compare or more broadly negotiate service provider fees, which creates inconsistencies, regionally, locally and even with the same provider in multiple instances
- Limited guidance and support for approach and risk tolerance for global and multiyear contracts exists.
- Strategic direction and formal tolerance for maintaining vacancy rates in bed specific contracts does not exists. This limits front line staff ability to shift from reactive to proactive procurement and reduce the occurrence of emergency placements

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## Child Protection and Family Services

(tracking existing clients and

provider availability)

Across the Child Safety and Family Services programs variations exist in terms of key activities completed by the SDA and PCMB and the instances where different tools are used to

	Need Identified	Planning		Establish Services		Manage & Pay for Services	Revie	ew Services
			Serv	ice Delivery Area (SDA) Activiti	ies			
Pre	tified child requires accement view list of existing service oviders to determine if propriate vacancies exist no appropriate vacancies extreview pre-qualified adors list velop business case to tify procurement of new rvices if required esent business case prove business case esent business case for ovincial approval if required	Contact appropriate service providers to notify services required  Provide shortlisted service providers with information on client needs  Hold information session with potential service providers as required  Receive and review proposals  Update business case with selected supplier information  Present updated business case  Complete criminal record check for residential care providers		Procurement approved  Notify successful vendor  Complete contract negotiation  Create contract  Send contract to service provider for signature  Signing authority in SDA reviews and signs contract (signatory triggers A/P disbursement and contract is in status of pay)  Create physical file folder at LSA's to store contract and support documentation		Conduct quality assurance reviews at defined time periods in accordance with policy (i.e., home visits and monthly status reports)  Complete contract amendments as required  Receive service provider reporting  If unearned revenue identified by PCMB, provide direction and support recovery or reallocation of funds	to end of co Determine if	f contract is still d end, renew or
			and C	ontract Management Branch (F	РСМВ	3) Activities		
cre	y provide support with eating business case as quired	May support preparation of documentation if a formal procurement process is used (e.g. RFQ, RFP)				Receive service provider reporting if applicable Identify and collect unearned revenue if applicable Provide support with quality assurance problems as required	applicable	ntract renewal if earned revenue it
				Tools/ Systems				
ICN Wh	M niteboard and Excel	 Costing tool (Excel)	[-	RAP (create contract) SharePoint (contract		RAP (manage contract and pay)	RAP (contra	act renewal)

Excel and Word (reporting)

templates)

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## Child Protection and Family Services

Across the Child Safety and Family Services programs variations exist in terms of key activities completed by the SDA and PCMB and the instances where different tools are used to support the procurement and contract management process. The following process most closely represents the Out of Care/Kinship program and Extended Family Program.

Manage & Pay for Services **Need Identified** Planning **Establish Services Review Services** Service Delivery Area (SDA) Activities Notified child requires Assess care provider's Create contract Conduct quality assurance Facilitate contract review prior placement readiness, capacity and home reviews at defined time to end of contract term Print contract periods in accordance with environment Determine if contract is still Assess available out-of-care policy (i.e., meet with child Obtain parents and out-ofproviders Complete consolidated required and end, renew or and care providers) care providers signature create a new contract criminal record check Identify preferred out-of-care Complete contract Signing authority in SDA provider Complete reference check amendments as required reviews and signs contract Approve child's transition to (signatory triggers A/P out-of-care provider disbursement and contract is in status of pay) Identify unique requirements to be included in care Create physical file folder at LSA's to store contract and agreement with service support documentation provider (influenced by developed care plan) Procurement and Contract Management Branch (PCMB) Activities Tools/ Systems RAP (amend contract) RAP (contract renewals) ICM RAP (create contract)

#### Overview





\$42,826,025

STOB 80, FY17/18

- ► Sessional Contract Template Individual Physician
- ► Sessional Contract Template Individual Corporation

The Child and Youth Mental Health (CYMH) service line has four programs including Community based CYMH services, Everyday Anxiety Strategies for Educators (EASE), Maples Adolescent Treatment Centre and Youth Forensic Psychiatric Services. The CYMH program serves a broad population of clients and services are provided to children and youth as well as their families on a voluntary basis. CYMH services are inconsistently provided across the province because of varying urban/rural geographical areas and service providers availability and capacity. CYMH services are delivered in a very collaborative manner with children, youth, families and caregivers compared to other program areas. Engagement with the Procurement and Contract Management Branch (PCMB) varies depending on program area. CYMH services in the SDAs are fully supported by the PCMB regional teams.

#### Key Insights

#### Key Variations within Program Area:

- In the Vancouver and Richmond local service delivery areas (LSAs), all child and youth mental health services are outsourced and delivered through the service provider, Vancouver Coastal Health. Other LSA's provide these services and programs through MCFD inhouse teams. This key relationship with health is unique and long standing. The Ministry of Health has set provincial level minimum reporting requirements and as a result MCFD is forced to use their reporting that is different than what other LSA's CYMH programs use
- Sessional contracts are one of the only two programs where contracts are invoice driven contracts (in addition to Youth Justice contracts)
- Sessional contracts are largely template driven with changes made for specific deliverables
- Varying levels of quality reporting is being received from service providers for CYMH. Reporting received from physicians for sessional contracts is often very insightful and after submitting, Physicians meet with the CYMH teams in the LSAs to review and gather feedback helping to create a strong relationship between MCFD and service providers
- The budget for Sessional Contracts is consistent every year making it difficult to procure additional services if there are changes in the demand or need
- Administrative staff are responsible for managing Sessional Contracts with minimal or no training provided to them

- Limited ability to effective share and access information gathered by the Ministry of Health with MCFD despite both being government entities. With limited ability to access client information, and a lack of accountability for reporting from Health, MCFD does not have a clear understanding of the value and benefits they are receiving from the contracts held with the Health Authorities to deliver mental health services on their behalf in Vancouver
- MCFD staff responsible for sessional contracts in the LSA's may not be aware or
  informed when a new contract document is available and should be used. Revised
  contract templates are posted with irregular communications on the Ministry's
  intranet site. This creates risk if contract templates were updated to include new
  contract or policy language and creates additional work when doing contract
  reviews and renewals as language is inconsistent
- No completed benchmarking for CYMH. It is challenging to compare costs across agencies and determine appropriate rates (i.e., for wages and rent)
- Tracking of utilization and burn down rates for CYMH invoice driven contracts is
  completed manually on individually created Excel spreadsheets. This has resulted in
  the creation of unique and inconsistent processes within the same program area.
  As these spreadsheets are locally managed and saved, there is no ability for MCFD
  resources to see the utilization of a contract in real time without having to reach
  out to the individual responsible for tracking the information
- Qualified receivers (QR) for invoice driven contracts are responsible for approving
  invoices with minimal oversight or knowledge into whether the services were
  actually provided. The QR was created as a control mechanism, but current process
  is not mitigating risk. There is a need to determine what is the appropriate role to
  be doing QR
- Sessional Contracts are all manual and paper based. These manual processes are time consuming to complete and highly susceptible to human errors

#### Overview





\$42,826,025

STOB 80, FY17/18

► Sessional Contract Template - Individual Physician

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#### **Key Insights**

#### Key Variations within Program Area:

- In the Vancouver and Richmond local service delivery areas (LSAs), all child and youth mental health services are outsourced and delivered through the service provider, Vancouver Coastal Health. Other LSA's provide these services and programs through MCFD inhouse teams. This key relationship with health is unique and long standing. The Ministry of Health has set provincial level minimum reporting requirements and as a result MCFD is forced to use their reporting that is different than what other LSA's CYMH programs use
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  informed when a new contract document is available and should be used. Revised
  contract templates are posted with irregular communications on the Ministry's
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  contract or policy language and creates additional work when doing contract
  reviews and renewals as language is inconsistent
- No completed benchmarking for CYMH. It is challenging to compare costs across agencies and determine appropriate rates (i.e., for wages and rent)
- Tracking of utilization and burn down rates for CYMH invoice driven contracts is completed manually on individually created Excel spreadsheets. This has resulted in the creation of unique and inconsistent processes within the same program area. As these spreadsheets are locally managed and saved, there is no ability for MCFD resources to see the utilization of a contract in real time without having to reach out to the individual responsible for tracking the information
- Qualified receivers (QR) for invoice driven contracts are responsible for approving
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  actually provided. The QR was created as a control mechanism, but current process
  is not mitigating risk. There is a need to determine what is the appropriate role to
  be doing QR
- Sessional Contracts are all manual and paper based. These manual processes are time consuming to complete and highly susceptible to human errors

## Child and Youth Mental Health (CYMH)

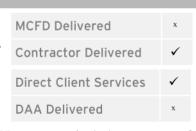
Across the Child and Youth Mental Health programs variations exist in terms of key activities completed by the SDA and PCMB and the instances where different tools are used to support the procurement and contract management process. The following process most closely represents the provision of Sessional Contracts.

Need Identified	Planning	Establish Services	Manage & Pay for Services Review Services
		Service Delivery Area (SDA) Activiti	es
Use previous years budgets to identify need for current year. Required services determined	Meet with Physician to understand the services and how frequently they can be provided for the allotted budget      Modify Sessional Contract template to create new contract	<ul> <li>Review contract with Physician to ensure understanding of rates, dates and deliverables</li> <li>Send contract to Physician for signature</li> <li>Receive signed contract from Physician</li> <li>Send contract to signing authority in SDA for review and signature</li> <li>Save contract and other associated documentation to local drives</li> <li>Send signed contract to Finance</li> <li>Provide invoice submission template to Physician</li> </ul>	<ul> <li>Receive invoice(s). Approve or reject invoice(s) for payment</li> <li>Qualified Receiver signs and approves invoice(s)</li> <li>Create coding block</li> <li>Signing authority from Program Area signs invoice(s) approving expense</li> <li>Send approved invoices and coding block to Finance</li> <li>If contract renewal required begin renewal process</li> <li>Meet with Physician to understand the services and how frequent they can be provided for the allotted budget in the coming year</li> <li>Send approved invoices and coding block to Finance</li> <li>If invoices rejected, follow up with Physician for correction</li> <li>Receive service reporting from Physician. Physician meets with Program Area to review and gather feedback</li> <li>Send service reporting to Procurement if applicable</li> <li>Track utilization and burn down rate</li> </ul>
	Procurement	and Contract Management Branch (P	CMR) Activities
	,	and Contract Management Branch (P	
	Provide advice and assistance to SDA if required (i.e., provide insight into number of sessional's previously contracted for and utilization)		<ul> <li>Provide advice and assistar to SDA on the renewal or termination processes if required</li> </ul>
		Tools/ Systems	
	<ul><li>LAN (contract templates)</li><li>Word (contract templates)</li></ul>	- Local drives (contracts saved)	<ul> <li>Excel (tracking invoices, payments, utilization)</li> <li>Excel (tracking contract end dates)</li> <li>Page 209 of Word (contract templates)</li> </ul>

## Child and Youth Special Needs (CYSN)

#### Overview





\$323,337,009 STOB 79 and 80, FY17/18

- ► Autism Agreement
- ► Request to Pay Service Provider (RTP)
- ▶ Direct Payment Agreement
- ▶ Invoice Payment Agreement
- ► Support Services Agreements
- ► Special Needs Agreement
- ► Respite Benefits Funding Agreement
- ► Direct Funding Respite Agreements
- ► Application for Autism Funding
- ► Schedule B Autism Funding: Under 6 and Ages 6-18 Expenses Form

Child and Youth Special Needs (CYSN) programs includes an array of services such as foundational programs, family support programs, specialized provincial services and services for children in care with special needs. These programs vary in how they assess needs, determine eligibility, access and deliver services and distribute funding. Foundational CYSN programs are open access while family support programs and specialized provincial services require confirmed eligibility. CYSN Specialized Provincial Services, such as the Autism Funding Programs, are provincially funded and managed. Engagement with the Procurement and Contract Management Branch (PCMB) varies depending on the program such as Autism where PCMB has minimal involvement.

#### **Key Insights**

#### Key Variations within Program Area:

- Unlike other program areas, parents whose children are receiving Autism services
  have the opportunity to choose their service providers. A pre-qualified list of
  available services and service providers has been created for the Autism program
  (Registry of Autism Service Providers, RASP). Parents whose children are under the
  age of 6 and receiving Autism Funding must select from this formal catalogue.
   Service providers must renew their RASP status every two years
- Compared to other programs, there is an abundance of information on Autism readily available for parents to access. Autism Information Services BC (AIS BC) was established in 2017 as a provincial information centre for the general public regarding autism and to provide support in navigating the BC service system making it easier for clients and their families to understand the program area and services offered
- Funding agreements for Autism are automatically renewed at the end of the child's birth month
- Under the CYSN Family Support Program, microboard services are delivered by a small group of people joining together as a non-profit society to address a specific child/youth's needs. A microboard manages the funding for the services and supports and enters into a contract with MCFD outlining the services that will be provided by the microboard
- A Priority for Service Tool is used for the Family Support Programs to determine the urgency of a family's/ child's need for support services in relation to others in the area because of funding limits and a high demand for services
- Auditors do random audits of the program to ensure money is being spent appropriately
- An Autism Family Portal is used for families to manage their funding and can send messages

- Inconsistent service provider reporting submission process across CSYN as the
  foundational programs (early intervention, infant development, school age therapy
  and supported child development program) use SharePoint to submit required
  reporting. Variations in the metrics reported and submitted on for other CYSN
  programs minimizes the ability to effectively identify trends, challenges and
  opportunities across the whole service line
- Inability to source and procure sufficient services to meet the increasingly complex needs of CYSN clients. MCFD is often asked for respite requests and finding a regular family home that can provide respite relief is challenging. As a result of needs not being identified upfront and early enough, families sit on waitlists for a very long time and children end up having to come into the care of MCFD
- For Autism, the interpretation of policy and understanding what is funded versus not funded for parents is hard to navigate
- The service model for Autism, requires parents to do their own service coordination
  which leaves parents confused, frustrated and in some cases without services for
  their children. It can be difficult for parents to find providers to match their child's
  needs. As well, many parents do not know what behavior changes to expect
- Parents vary in their ability to take on the demands placed on them to navigate the
  Autism system including finding and managing service providers and completing
  complicated paperwork. There is a large administrative burden on parents. Some
  families pay service providers high rates in order to do the paperwork for them, or
  complete it with errors and have to redo it
- Cultural barriers to seeking help can also limit families' access to services. For
  example, to see a CYSN Social Worker, a parent also has to visit the same office
  that handles child protection cases

## Child and Youth with Special Needs (CYSN)

Across the Child and Youth with Special Needs program variations exist in terms of key activities completed by the SDA and PCMB and the instances where different tools are used to support the procurement and contract management process. The following process most closely represents the provision of Autism services for clients under the age of 6.

Need Identified		Planning	Establish Services	Manage & Pay for Services	Review Services
			Family Activities		
<ul> <li>Contact MCFD call centres</li> <li>Obtain child autism diag</li> <li>Contact local MCFD office</li> <li>meet with CYSN worker</li> </ul>	nosis	Complete Autism Application Plan for procurement activities Complete and submit to MCFD Behavioural Plan of Intervention (BPI)	<ul> <li>Sign both copies of the Autism Agreement</li> <li>Receive letter outlining available funding and applicable time frame</li> <li>Research and select service providers from the Registry of Autism Service Providers (RASP)</li> <li>Submit Request to Pay (RTP) to indicate funding direction</li> </ul>	- Manage service provider	
		MCFD Bra	anch Activities (SDA and Provincial	Operations)	1
<ul> <li>Meet with family to vali eligibility (i.e., diagnosi provide program inforn</li> <li>Create family file in ICN</li> </ul>	s) and nation	Receive Autism Application and confirm child is eligible for Autism Funding  Send family two copies of the Autism Agreement  Validate BPI  Determine eligibility of service provider(s) and add them to RASP as required	<ul> <li>Receive signed Autism         Agreements from family</li> <li>Send family letter outlining         available funding and         applicable time frame</li> <li>Set up funding account in         child(s) name</li> </ul>	<ul> <li>Receive invoices from service providers for provided services</li> <li>Review received RTP with service providers</li> <li>Pay service provider invoices</li> </ul>	<ul> <li>Renew Autism Funding         Agreement prior to the expiry         date so there is no delay in         payment to the family</li> <li>Review service providers to         confirm eligibility for RASP</li> <li>Assist in process to renew         and re-confirm eligibility of         service provider(s) for RASP         as required</li> </ul>
		Procurement a	and Contract Management Branch (	PCMB) Activities	
			Tools/ Systems		
<ul><li>ICM</li><li>Priority for Service too</li></ul>		ICM	- ICM - RASP	- ICM - Oracle	- Oracle - RASP Page 211 of 260

## Adoption and Permanency Branch

#### Overview





\$22,857,272

STOB 80, FY17/18

- Post Adoption Assistance and Planning Agreement
   Form
- ▶ Modification Agreement
- ► Designation of Child
- ► Application for Post Adoption Assistance (CF2207)
- ► Reapplication for Post Adoption Assistance (CF2207A)
- ▶ Post Adoption Assistance

The Adoption Services program area includes Planning for Permanency, Adoption Planning, Adoption Supports and Post Adoption Assistance (PAA). The majority of adoptions are eligible for financial assistance from the PAA program which has been created for families who adopt children designated with special service needs or special placement needs and is intended to reduce financial barriers to adoption from ministry care. The PAA Program use to be a centralized model of service delivery and has shifted to the SDAs having full responsibility for creating the agreements, managing approvals and initiating the payment processes. PCMB only supports Adoption and Guardianship with contracts that support the Province, and not specific to individuals such as Indigenous Foster Parent recruitment and training and information and support for current and potential foster parents and adoptive parents. As such, PCMB does not currently provide any support to the SDAs for adoption related contracts or agreements such as the PAA's.

#### **Key Insights**

#### Key Variations within Program Area:

- The contract to determine eligibility to receive Post Adoption Assistance is an income and asset tested application
- Adoptive parents may request a review at any time during the term of their Post Adoption Assistance agreement to either add or reduce current funding. When requesting additional funding, all of the requirements to assess the need for service must be met
- If an adoptive family is moving, they will need to reapply for a Post Adoption
   Assistance contract in the new service delivery area (SDA) as soon as possible as
   current agreements terminate 60 days after beginning to reside in a new SDA. This
   creates additional work for both the Adoption workers and the adoptive parents as
   today's population is more transient with families moving to pursue affordable
   housing and employment opportunities
- Adoption workers are responsible for the whole procurement and contract
  management lifecycle including determining an adoptive parent's eligibility at the
  initial application stage, assessing specific service spending limits, calculating the
  rate of maintenance support as well as completing contract renewals and
  amendments
- Non-profit licensed adoption agencies are contracted with to facilitate local and inter-country adoption services. The agencies complete home studies for prospective adoptive parents and facilitate adoption-education programs. The Provincial Director of Adoption monitors the agencies' activities and agency relicensing every three years
- Opportunity for program area to be reassessed to be shifted to an entitlement
- All PAA contracts are created outside of a system using Word templates that are modified to make them client specific

- Without PCMB's involvement, MCFD adoption resources are responsible for creating, tracking and managing the PAA process. These resources receive insufficient program specific training to effectively and efficiently perform these procurement and contract management tasks
- Post Adoption Assistance contracts must be renewed every 24 months. These
  contract renewals can be time consuming to complete (it is recommended that the
  renew process be initiated 4-6 months prior to current agreement's expiry). Some
  LSA's use the contract renewal opportunity to also connect with the family and get
  an update on the child. If at the time of contract renewal, no engagement is done
  with the family other than to get signatures, this work effort could be reduced by
  transitioning these contracts to entitlements
- Some Post Adoption Assistance contracts are frequently modified to account for additional financial payments that may be necessary for a child (i.e., basic maintenance payment and then additional funding for respite, therapy or equipment services). These amendments are time consuming to complete and there is an opportunity to build into these contracts capacity and overage to account for these additional costs
- Tracking of renewals for Post Adoption Assistance contracts is completed
  manually on individually created Excel spreadsheets resulting in the creation of
  unique and inconsistent processes within the same program area. Information in
  these spreadsheets may contain outdated and inaccurate information
- With no current process to support electronic signatures, contracts have to be sent around the Province for signature which is time consuming and inefficient
- The whole procurement and contract management process for PAA's is manually completed using Word templates to create contracts and Excel to track page wid of 260 dates

## Adoption and Permanency Branch

Across the Adoption and Permanency Branch programs variations exist in terms of key activities completed by the SDA and PCMB and the instances where different tools are used to support the procurement and contract management process. The following process most closely represents the provision of Post Adoption Assistance program.

**Need Identified** Manage & Pay for Services Planning Establish Services **Review Services** Service Delivery Area (SDA) Activities Adoptive parent(s) apply for Negotiate specific services Send all copies of the Post Receive request from If a contract renewal is PAA and funding with adoptive Adoption Assistant adoptive parent(s) requesting required, being renewal family using the Post Agreements to adoptive a review of application process (renewal process is Send adoptive parent(s) Post Adoption Provincial parent(s) for signature the same as when first Adoption Assistance Determine family's need for Assistance Guidelines as to negotiating the PAA. The requesting additional funding application Send all of the signed what can be considered and same eligibility requirements and if PAA eligibility met contracts to signing authority included in the contract must be met. Signatures from Receive from family (income/ asset test) in MCFD for review and adoptive parent(s) and completed Post Adoption Complete Post Adoption signature signing authority in SDA's Assistance application If eligibility met, complete a Assistance and Planning must be attained) Fill out two CF25 forms, print Modification Agreement Agreement Form (used to Determine if family meets and send to signing authority calculate payment and plan If contract termination PAA eligibility (income/ asset Send Modification Agreement for signature out services/ supports to required, determine if test) to adoptive parent(s) for generate a PAA agreement) termination criteria is met Send completed and signed signature Adoptive family meets PAA and begin termination CF25 to Finance Receive approval from signing eligibility criteria Send Modification Agreement process authority in MCFD by email to signing authority for Send one signed copy of PAA (EDS) Complete CF25 to terminate and CF25 to Finance signature agreement and send to Appropriate Post Adoption Save modified contract and Create and send one signed Finance Assistance has been copy of contract to adoptive all documentation with determined parent(s) with accompanying physical AA file letter Complete Post Adoption Receive invoice(s) Assistance Agreement Save one copy of the contract Qualified Receiver signs and with physical AA file in local Review and print three copies approves invoices office of agreement

#### Procurement and Contract Management Branch (PCMB) Activities

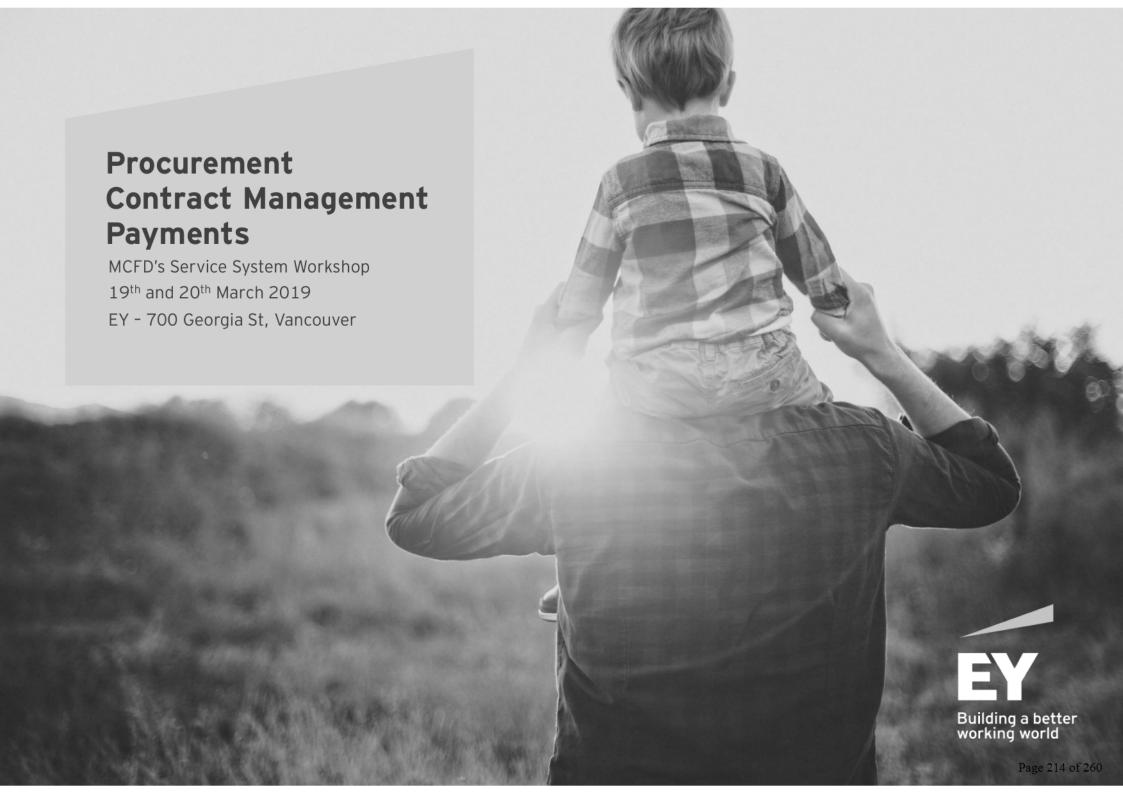
#### Tools/ Systems

- Word (contract templates)
- Local drives (contracts saved)
- LAN (contract templates)
- ICM (letter generated from)
- Excel (tracking invoices, payments, utilization)
  - Word (contract templates)

Send approved invoices to

Finance

- Excel (tracking contract end dates)
- Word (contract tePagea243)of 260



## Workshop Purpose and Output

#### The purpose of the workshop was to understand:

- How MCFD's core service delivery areas delivered, procured, contracted and paid for
- The process of delivering services from identification of a need through to planning, establishment, management and review
- Understand at a high level how this differs across services or SDAs
- Understanding the tools/ systems/ roles involved in the process
- Highlight what works well in the current state and what are the pain points

#### Output:

- Thematic summary of the current state of procurement and contract analysis at MCFD
- Thematic summary of aspirations for the future state of procurement and contract analysis at MCFD
- Summary of procurement in a social services context
- Summary of how procurement in a social services context is different from procurement in other sectors
- Summary of service lines, modalities of delivery, contract agreement types and payment methods
- Five Journey Maps outlining procurement, contract management and payment activities, roles, tools, what is working well and what is not working well

## Current state of MCFD procurement and contract management in one word



## Future state of MCFD procurement and contract management in one word



## What is procurement in a social services context?

- Relationships are much more important
- Successful outcomes for children
- Children have specific needs, hard to know what's working
- Complex changing needs
- Clear leads/ responsibilities required by region,
   SDA, provincial
- Qualitative review versus quantitative review
- Greater vulnerability/ liabilities
- Service providers need to be flexible and adaptable to MCFDs needs
- Structured decision-making tool but can't be prescriptive
- Liabilities

- Relationships
- Focus needs to be on outcome not output
- Constant quality assured required; 'plan, do, check'
- Child dependent
- Focused on families needs. not just meeting the needs of the child
- Family also has to be considered
- Vulnerabilities
- What works for one indigenous community may not work for another
- Dynamic outputs, activities, outcomes
- Child dependent
- Flexibility in contracting
- Community input
- Should be more focus on qualitative review
- Needs to be continuous research
- Continuous quality improvement
- Experience has its benefits but sometimes we've been around so long we get stuck
- No inventory of services
- People in the SDA's don't know what contracts are available to them

# How is procurement in a social services context different?

- Contracts need to be elastic
- Experience has positives and negative's currently stuck in our ways
- Changing family dynamics
- Responding to crises
- Crisis happening all the time
- No quantitative tools to check on how kids are doing
- Limited suppliers
- Want to move ahead but there's no end point
- Changing needs
- Not voluntarily in a residential context
- Reinvestment of dollars left
- Need ability to move money around

- More complicated
- Social workers are working alone
- Unpredictable demand/ need for services
- Shifting supply and demand
- Treating contracts as an elastic
- Different short-term outcomes
- Who do you go to? What do you do? Lots of unknown's
- Process to shift mind from social workers to business
- Quick moving
- Assessments on a client basis
- Need to work together to achieve outcomes
- Indigenous communities understand the children's needs best
- Changing workloads
- Wasted money
- Limited number of caregivers
- It's their market outcomes
- Outputs are static
- Social services need to reassess outcomes and needs all the time
- Need for greater collaboration
- Subjective evaluation of services

#### MCFD Service Lines:

#### Early Years / Child Care Programs and Services

ECD Programs Child Care Programs

## Child Protection and Family Services

Family Support Programs Youth Support Programs Alternates to Care Children & Youth In Care

#### Children & Youth with Special Needs (CYSN)

Foundational Programs Family Support Programs Special Needs Children In Care Specialized Provincial Services Transition Planning

#### Adoption and Permanency Services

Planning for Permanency Adoption Support

#### Child & Youth Mental Health (CYMH)

Community Based Programs Maples Adolesent Treatment Centre Specialized Provincial Programs

## Youth Justice Services

Community Youth Justice Services Specialized Provincial Program Youth Custody Services Youth Forensic services

#### **Observations:**

- All six core service lines are delivered regionally and provincially
- Child Protection and Family Services has the highest number of contracts of any service line by volume
- Child and Youth with Special Needs also has a large volume of contracts
- Residential services are delivered under the Child Protection and Family Services, Child and Youth with Special Needs and Youth Justice service lines
- Complexity with regard to contract management sits within the Child Protection and Family Services and Child and Youth with Special Needs service lines. Many of these contracts are child specific
- Youth Justice services are more prescriptive as the program is Federally funded. Services are accessed following a court order

## Current state service delivery mechanisms:

There are four key mechanisms used to deliver services across all SDAs:

### MCFD Delivered

Services are delivered to clients by MCFD staff

### Contractor Delivered

Services are delivered on behalf of MCFD by a third party service provider

### **Direct Client Services**

Payments provided directly to individuals who are determined to have meet eligibility criteria

### DAA Delivered

Services are directly delivered, or contracted to third parties, by Delegrated Aboriginal Authorities

### **Observations:**

- Each of the four delivery mechanisms are understood and used across the 13 SDAs
- DAA Delivered is complex as funding administered by MCFD is given to DAAs to procure appropriate service, however many DAAs contract with third party providers MCFD is also contracting with directly

## Current state procurement methods:

## Information gathering:

Request for Information (ROI)

Request for Expressions of Interest (RFEI)

## Solicitation / procurement of services:

Direct Award

Pre-Qualification

Request for Proposal (RFP)

Notice of Intent (NOI)

Invitation to Tender (ITT)

Invitation to Quote (ITQ)

Short Form Request for Proposal (SFRP)

## **Observations:**

- Direct award is the most commonly used procurement method (approximately 60%)
- A NOI is issued to inform the community of the intention to direct award
- Pre-qualification lists are commonly used to procure and direct award services
- Direct award is commonly used for the urgent procurement of beds. This occurs several times a week across all the SDAs/ LSAs
- Procurement is often reactive, no ability to predict the number of beds required over time
- Limited appetite to maintain vacant beds
- Inability to predict residential needs ahead of time means suppliers are unable to plan accordingly and maintain staffing levels. This unpredictability creates a barrier to market entry for new suppliers
- The unpredictability of services make MCFD reactive and may increase the cost of services to MCFD

## **Current State Agreement types:**

There are broadly three agreement/ contract types that are used by MCFD to deliver services.

Residential

Non-Residential

**Direct Client Services** 

### Observations

- · Residential contracts are used for the procurement of residential services, i.e. beds for children in care
- Residential contracts are procured and managed at a local and provincial level
- Locally procured residential services are predominantly child specific (provision of one bed). When the child moves from the
  resource, the contract ends for that child and there is no more funding to the agency for that child
- There are also some contracts procured locally for the provision of multiple beds i.e. "bed specific" contracts where the funding is not tied to a specific child(ren) but rather the service to provide a home to any child(ren) that are being brought into care or are in care e.g. a group home that has set levels of funding, regardless of whether the bed is occupied
- There are global residential contracts that are procured and managed at the provincial level
- Non-Residential contracts are used to deliver non-residential services, such as community programs delivered by third party suppliers and respite services (for children not-in-care)
- Non-Residential contracts are procured and managed at a local and provincial level
- Non-Residential services may be contracted by number of service hours, number of clients serviced or be client specific (i.e. respite care)
- PCMB provides support for the procurement of non-residential services but not for residential services
- Direct Client Services, such as the provision of funding entitlements, are established using a contract agreement i.e. Autism Funding and AYA. There is no contract management associated with these agreements

Note: A home can have more than one child specific contract and/ or multiple beds under a child specific contract. E.g. a sibling group of two children could be a child specific contract. Child specific is not necessarily about servicing one child - it is about the contractual obligations and funding tied to specific child(ren).

## Current State Payment types:

There are three methods by which payments are made to service providers and clients:

Electronic Fund Transfer (EFT)

Cheque

Cash/ Gift Card

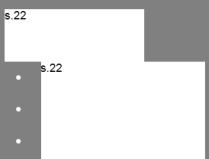
### Observations

- MCFD policy stipulates that EFT is the Ministry's preferred method of payment, however it is not mandated or formally provided as part of the contracting process (unless requested) so there are still a large number of impressed cheques issued
- EFT is initiated if a service supplier provides an EFT form on return of the contract for services. If the form is not supplied MCFD does not enforce or prescribe the use of EFT for payment
- Impressed cheques are generated using the RAP system and mailed to suppliers and clients
- There is a high cost associated with payment using impressed cheque (approximately \$60 per cheque)
- Impressed cheques can be generated by provincial and local MCFD offices
- There are limited rules governing the use of impressed cheques, and practice varies across the region
- In some regions cheques are used to provide immediate assistance to clients (purchase food, clothing etc.)
- There have been instances where impressed cheques were used inappropriately
- Local offices are not aware of the cost associated with generating impressed cheques
- Payment via physical check is used as a mechanism to encourage clients to meet with social workers
- Cash and gift cards may also be used to provide immediate assistance to clients, but should not be used to pay for third party services

## Workshop Attendees

Name	Position	SDA / Office
Donna Mathiasen	ED Corporate Operations Support	Surrey
Sharon Armstrong	Director Residential Services	Provincial Operations (Vancouver)
Delmer Samson	Finance/ Contract Consultant	Victoria (HO)
Thea Ardiel	Practice Representative	Victoria
Erica Affantik	Practice Representative	Victoria
Cheryl Beauchamp	DOO	Okanagan
Kathleen Kennedy	DO0	North East
Heather Lawson Eichel	DO0	South Island
Carissa Boyd	Team Leader	North West
Susan Craig	Team Lead	Kootenays
Nazma Kassam	A/Team Leader	Vancouver/Richmond
Caroline Raderect	Team Lead	
Patti Tooke	DO0	North Island
Mel Sauve	Youth Justice Team Leader	TCS
Heather Hanley	Team Leader	South Fraser
Peter Chu	Team Leader	East Fraser
Michelle Godin	DOO	Coast North Shore

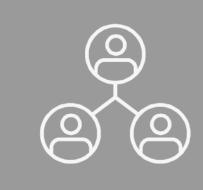
# Persona 1:



### Background:

s.22 is a busy single mum that works a full time at the s.22 s.22

With no family support in the area .e.22 :ontacted MCFD to ask for help.



## Additional needs/considerations:

- Education support required
- Additional entitlements that could support \$\frac{\sigma.22}{\text{to care for }}\frac{\sigma.22}{\text{without}}\text{without} adding financial strain

## Contracting considerations:

• s.22 has indicated she is well placed to continue caring for s.22 but would benefit from respite care opportunities

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s.22

Background:

s.22

## Persona 2:

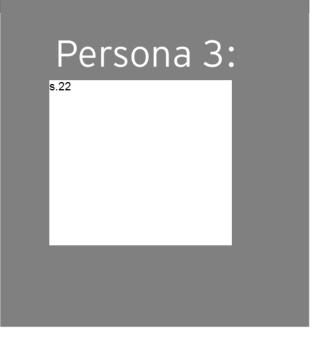
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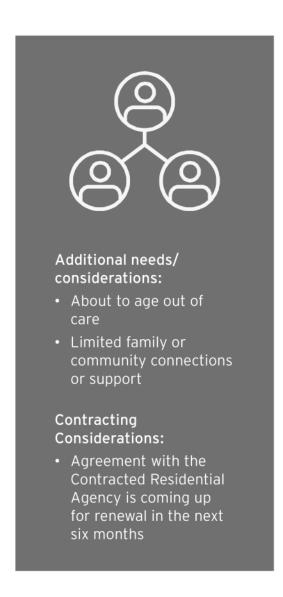


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## Persona 4:



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## Persona 5:

s.22



## Contracting Considerations

- DAA is currently providing services in the community
- The ED has secured additional funding
- An RFP may be required

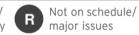
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# Ministry of Children and Family Development **Status update**

Legend

On schedule/ no real issues A Not on schedule/ minor issues only





Week ending	10/04/2019		Update number	34
Schedule		(DF) Working with France to revise the stakeholder engagement approach to prevent additional delays     The Design Principle session has been postponed pending confirmation on future state development		
Stakeholder Engagement		required gap assessme Refined future state op with MCFD and an optic	restions and areas for validation to fac int stakeholder engagement stions for engagement approach has be on has been selected, participant confi to be obtained through Design Princip	een reviewed rmation is
Risks/ Issues	А	residential service land supplementary funding assessment due to inat • Future State design tim	information on the key elements of the scape (including non-caseload driven s , etc.) may cause project delay and a r polity to assess certain elements in deta deline is dependent on the Design Princ cipants for future state working session	ervices, narrow gap nil ciples, and
Decisions/ approvals	А	<ul> <li>Awaiting feedback from submitted 16th Septem State Assessment and</li> <li>Awaiting feedback from</li> </ul>	from MCFD on the Revised Childcare in MCFD on the Current State Assessmenter. This will delay the finalization of may delay the future state phase in MCFD on the Interim Business Requirestate design to be confirmed by 10/11	ent, the Current ements

20 Feb

Roadmap

#### Achievements this week (10/04)

- (DF) Completed first iteration of Data Requirement Workbook and PPT: Detailed breakdown of information requirements. Includes formulating the business rules and calculations of each requirement and the associated data points
- (DF) Incorporated specific subset (non-caseload) of non-residential services into data gap assessment for further analysis. The list is based on services from the chart of accounts that are not included in the catalogue of services
- (DF) Refined gap assessment elements based on feedback received from France
- Submitted interim business requirements deliverables to MCFD for review and feedback
- Revised Current State Report Executive Summary based on MCFD feedback to date
- Reviewed draft design principles with MCFD project team and incorporated feedback
- Developed design principle agenda and workshop material for Project Governance
- Developed outline of scope and potential participants in future state design

### Key activities planned for next week (week ending 10/11/2019)

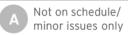
- (CC) Incorporate MCFD feedback on revised Childcare Model deliverable and provide final version to MCFD
- (DF) Validate demand forecasting information requirements and data landscape with stakeholder group
- (DF) Continue development of information requirements and associated breakdown based on feedback
- Address pending MCFD feedback on draft Current State Assessment
- Develop one page summary of Current State Report Executive Summary

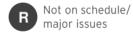
Upcoming Project Deliverables	Target Date	%	Status	Comments
Current State Contract Management Report	30 Sep	95%	G	<ul> <li>Awaiting feedback on Current State Assessment</li> <li>One page Current State Report Executive Summary in development</li> </ul>
Interim Business Requirements	30 Sep	95%	G	Awaiting feedback on Interim Business Requirements
Childcare Demand Forecasting Model	30 Sep	95%	G	<ul> <li>Revised childcare model has been submitted to MCFD</li> <li>Pending second round of feedback from MCFD for final edits before finalization</li> </ul>
Demand Forecasting Roadmap/ Action Plan	21 Oct	65%	А	<ul> <li>First draft of Data Requirements workbook and PPT completed for review and feedback</li> <li>Incorporating changes to data landscape and information requirements based on validation and feedback</li> </ul>
Co-Design Future State	31 Dec	5%	А	<ul> <li>Design Principles workshop preparation completed</li> <li>Participants and number of design sessions TBC pending outcome of Design Principles</li> <li>Continuation of Future state design TBC</li> </ul>
Gap Analysis/ Maturity Assessment	31 Dec	15%	G	Current state maturity documented
Future State	20 Fob	0%	G	

# Ministry of Children and Family Development **Status update**

Legend

On schedule/ no real issues







- Major Issues: Delayed or at risk to meet planned finish date with no identified solution or resolution
  Major changes to scope, budget, schedule, or resources have placed the project at critical risk. One or more of the following must change in order to proceed: workstream, schedule, resources, budget, scope.
- Minor Issues: At risk to not meet planned finish date with known action plan
  Potential impacts to scope, budget, schedule, or resources have placed the project at some risk. Project has the potential for delays, reduced quality or scope changes. Scope change does not impact schedule or budget.
- No Real Issues: Project Milestone is on track with no critical/high risks or issues

  Project is on time, on budget, and within defined scope against the established baseline of the workstream.

## Ministry of Children and Family Development Procurement and Contract Management Framework Steering Committee - Record of Decision Date: 29<sup>th</sup> October 2019

Time: 9:00am Location: s.15

Members: Rob Byers, Jonathan Dube, Teresa Dobmeier, Carolyn Kamper, Steven Yong

**Regrets:** Denise Devenny

Delegates/Guests: None

Secretariat: Nadine Criddle, Chelsea Ritchie, Alicia Jackson (Minutes)

#### Confirmation of Agenda and acceptance of Term of References without changes.

The Steering Committee accepted the Term of References without changes.

#### 2. Introduction

Nadine provided an overview of action items from the previous meeting.

#### 3. Overview and Status Update

- Nadine informed the SC that the PCMP contract had been cancelled after the Current State Report was received.
- Nadine informed the SC that the remaining work would be completed internally.
- Nadine sought the SC's direction on where the internal project work should be governed from going forward.

### 4. PCMP Project Wrap Up

- Nadine requested feedback on the Current State Report from the SC.
- The SC provided commentary and their opinions on the report.
- Johnathan asked about subsequent deliverables and timelines.
- Nadine clarified that there was a SOW adjustment in March that revised the key deliverables and timeline.
- The SC provided feedback on the report and suggested what information should have been included.
- Jonathan noted that we should be mindful of how we are reflecting Service Provider suggestions if they are not aligned with Policy.
- Chelsea went over the budget/invoicing to date for the contract.
- Rob asked the SC if they felt the internal work for the project should continue under this steering committee or be placed at another governance table.
- The SC discussed other existing governance tables that may better serve the project.

### 5. Demand Modelling and Forecasting

- Steven is leading the forecasting model for childcare within the province of British Columbia.
- Main point of this model is to get to universal daycare.
- The model is based on a lot of levers and variables.

## Ministry of Children and Family Development Procurement and Contract Management Framework Steering Committee - Record of Decision Date: 29<sup>th</sup> October 2019

Time: 9:00am Location: \$.15

## 6. Committee Decision

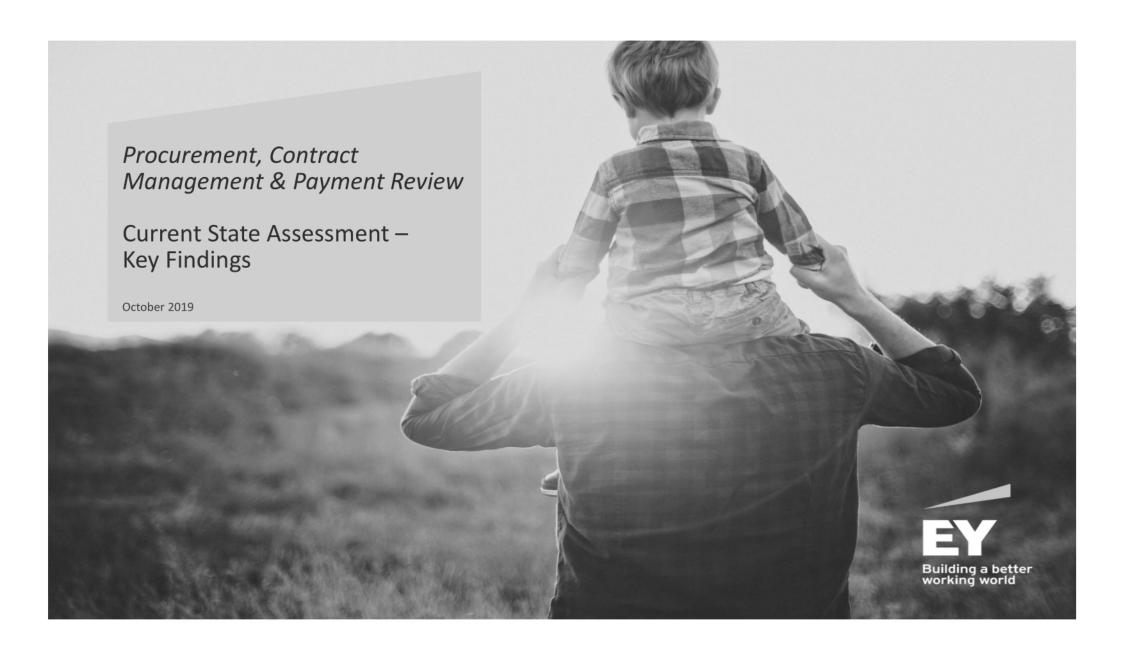
 Committee agreed - utilize a different form moving forward and cancel remaining meetings.

### 7. Action Items

- A summary document to be put together for this governance table. Rob will provide the committee with a final cost overview of the contract.
- Committee to email Nadine any comments/concerns/feedback by end of day Friday, Nov 1<sup>st</sup>.

Meeting Adjourned: 10:00am

**Next Meeting: No future meetings** 



## Agenda

- Current State Assessment Purpose & Scope
- Current State Assessment Executive Summary
- Collaborative Engagement Approach
- Key Findings
- · Current State in One Word
- Future State in One Word
- Key Questions & Considerations Going Forward
- Project Contacts

## Current State Assessment – Purpose & Scope

The **purpose** of the Current State Assessment is to provide a holistic view on the challenges and opportunities currently present within MCFD's procurement and contract management lifecycle, to improve the way MCFD procures, contracts, manages and pays for the delivery of services.

The **scope** of the Current State Assessment is intentionally broad. It includes all third-party contracts with service providers in the areas of residential services, non-residential services and payment arrangements with individuals, across all six core business areas. As such, the review included extensive engagement with a range of stakeholder groups, both internal and external to MCFD.

## Current State Assessment – Executive Summary

#### Current State Assessment purpose

The purpose of the Current State Assessment is to provide a holistic view on the challenges and opportunities currently present within MCFD's procurement and contract management lifecycle, to improve the way MCFD procures, contracts, manages and pays for the delivery of services.

#### Current state procurement and contact management systemic key findings



- No end-to-end tool exists to effectively manage the contract management lifecycle.
- Insufficient tools/technology are being used to support level of spend.

Technology • Data is unreliable and no single source of truth exists to make informed decisions.



- · Spend data is overly challenging to analyze and can easily be misinterpreted.
- No central repository is being used to efficiently manage contracts.
- · Limited information sharing and lessons learned exist within MCFD.
- Knowledge · Heavy reliance on the knowledge of key individuals rather than systematic processes.



- · Contracts do not support the achievement of outcomes and are not informed by an overarching strategy for achieving target outcomes.
- Outcomes/ Contractual obligations are not routinely monitored, enforced or reported on.
- Indicators Reporting metrics are inconsistently defined and add limited value to contract management.



- · Roles and responsibilities are not clearly defined, communicated or consistently executed.
- Insufficient training is in place for staff with procurement and contracting responsibilities.
- Communication is fragmented within MCFD and with external stakeholders.
- · Working culture within procurement and contract management typically follows organizational siloes.



- · Processes are highly manual with redundant steps and touchpoints.
- · Limited flexibility to respond to the changing needs of clients across service lines and contract types.
- Procurement and contracting processes are rarely known, not formally documented and/or inconsistently executed.
- · Some payment processes are inefficient and may increase risk, including payment methods, delays and workarounds.



- · No overarching strategy has been implemented to inform procurement and contract management.
- Procurement and contract management is viewed as an administrative function with limited strategic importance.
- No defined supplier segmentation strategies, despite a complex and variable portfolio of suppliers and contracts.
- Procurement of services is reactive as MCFD does not have the information or guidance it needs to make informed decisions.



- Current procurement process is time consuming and could be better tailored to the social services market.
- Service provider reporting is not consistent and is perceived to not be of valuable use to MCFD.
- Client needs are becoming increasingly complex and require increasing levels of collaboration, flexibility and innovation.
- Short duration of contracts and the administrative process of contract extension and/or renewal reduce operational effectiveness.
- Limited collaboration and planning with communities and providers exist to inform procurement of new services/improve existing services.

#### Contract lifecycle findings – expected contract management activities

In general, MCFD contract management practices are at the "Developing" level, with the following key gaps:

- · Contracting Strategy: Limited early engagement with key stakeholders and users, and lack of regular, formal market analysis to understand current conditions and any new innovations in the provider market
- Contract Creation: Inadequate development of a performance measurement regime to understand if the services MCFD is purchasing are delivering the desired results, and application of inconsistent, outdated methods for storing contracts and supporting documents
- Contract Implementation: No consistent approach to transitioning contracts from creators to managers to ensure all parties are aligned on contract contents, key processes, and what role each will play during in-life management
- In-Life Contract Management: Unclear definition and execution of roles and responsibilities, informal/
- inconsistent performance review meetings, and no clear accountabilities for contract monitoring Contract Reviews: Limited application of existing post-contract evaluation procedures and documentation of lessons learned
- Renew and Exit: Information gained from post-contract evaluations is not used systemically to support the decision to renew or exit



### Scope

The scope of the Current State Assessment Is Intentionally broad. It includes all third -party contracts with service providers in the areas of residential services, non-residential services and payment arrangements with In addition to ongoing engagement with key internal and individuals, across all six core external stakeholders, the project met with: business areas. As such, the review included extensive

engagement with a range of stakeholder

MCFD.

26 groups, both internal and 5 external to

Collaborative engagement approach

and future state considerations

insight through a survey

Individuals were met with from 7 LSAs, across all

5 regions to understand current state challenges

Indigenous and non-Indigenous service providers,

Delegated Aboriginal Agencies and representative

bodies were also met with during LSA engagement

## Collaborative Engagement Approach

• Individuals were met with from 7 LSAs, across all 5 regions to understand current state challenges and future state considerations 85+ • Indigenous and non-Indigenous service providers, Delegated Aboriginal Agencies and representative bodies were met with during LSA engagement 18 Assistant Deputy Ministers across the Ministry including Service Delivery and **Strategic Priorities** • Executive Directors from Service Delivery, Finance & Corporate Services and **Provincial Operations** 26 • Relevant ministries including Finance, Indigenous Relations & Reconciliation and Citizens' Services • MCFD staff through 6 facilitated workshops ranging from 4 hours to 2 days 50+ MCFD staff provided insight through a survey 122

## Key Findings – Current State

### People

- Roles and responsibilities are not clearly defined, communicated or consistently executed.
- Insufficient training is in place for staff with procurement and contracting responsibilities
- Communication is fragmented within MCFD and with external stakeholders.
- Working culture within procurement and contract management typically follows organizational siloes.

### **Process**

- Processes are highly manual with redundant steps and touchpoints.
- Limited flexibility to respond to the changing needs of clients across service lines and contract types.
- Procurement and contracting processes are rarely known, not formally documented and/or inconsistently executed.
- Some payment processes are inefficient and may increase risk, including payment methods, delays and workarounds.

### Governance

- No overarching strategy has been implemented to inform procurement and contract management.
- Procurement and contract management is viewed as an administrative function with limited strategic importance.
- No defined supplier segmentation strategies, despite a complex and variable portfolio of suppliers and contracts.
- Procurement of services is reactive as MCFD does not have the information or guidance it needs to make informed decisions.

## **Outcomes/Indicators**

- Contracts do not support the achievement of outcomes and are not informed by an overarching strategy for achieving target outcomes.
- Contractual obligations are not routinely monitored, enforced or reported on.
- Reporting metrics are inconsistently defined and add limited value to contract management.

## Key Findings – Current State

## **Technology**

- No end-to-end tool exists to effectively manage the contract management lifecycle.
- Insufficient tools/technology are being used to support level of spend.
- Data is unreliable and no single source of truth exists to make informed decisions.

## Knowledge

- Spend data is overly challenging to analyze and can easily be misinterpreted.
- No central repository is being used to efficiently manage contracts.
- Limited information sharing and lessons learned exist within MCFD.
- Heavy reliance on the knowledge of key individuals rather than systematic processes.

### Market

- Current procurement process is time consuming and could be better tailored to the social services market.
- Service provider reporting is not consistent and is perceived to not be of valuable use to MCFD.
- Client needs are becoming increasingly complex and require increasing levels of collaboration, flexibility and innovation.
- Short duration of contracts and the administrative process of contract extension and/or renewal reduce operational effectiveness.
- Limited collaboration and planning with communities and providers exist to inform procurement of new services/improvexisting services

## Key Findings – Key Gaps in Current Contract Lifecycle

Contracting Strategy: Limited early engagement with key stakeholders and users, and lack of regular, formal market analysis to understand current conditions and any new innovations in the provider market.

Contract Creation: Inadequate development of a performance measurement regime to understand if the services MCFD is purchasing are delivering the desired results, and application of inconsistent, outdated methods for storing contracts and supporting documents.

Contract Implementation: No consistent approach to transitioning contracts from creators to managers to ensure all parties are aligned on contract contents, key processes, and what role each will play during in-life management.

**In-Life Contract Management**: Unclear definition and execution of roles and responsibilities, informal/inconsistent performance review meetings, and no clear accountabilities for contract monitoring.

Contract Reviews: Limited application of existing post-contract evaluation procedures and documentation of lessons learned.

Renew and Exit: Information gained from post-contract evaluations is not used systemically to support the decision to renew or exit.

## Key Findings – Spend Analysis: Vendor Volume

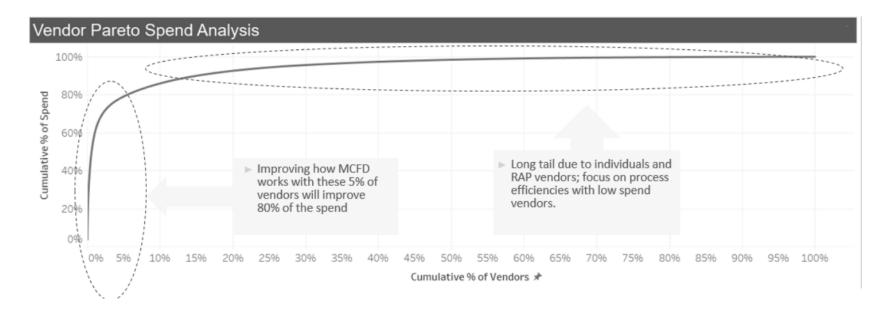
**Current state** 

### Impact

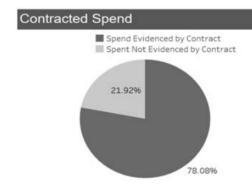
### Opportunities for improvement

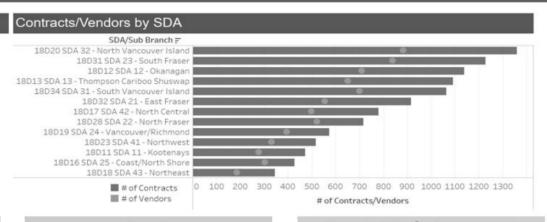
#### General

- ▶ 5% of vendors make up 80% of spend
  - When DAA's are filtered out of the data, 80% of spend is with ~7% of vendors
- Contract and payment data is not easily available and in a format that supports effective or efficient data analysis to inform decision making
- Large number of low value contracts and vendors create significant administrative burden
- Inconsistencies make it difficult to consistently analyze the data across the same fields i.e. no single source of truth exists
- Focus on relationships with top 5% of vendors
- Focus on process efficiencies for low spend vendors
- Consolidate contracts and vendors where appropriate based on informed contract management strategy and effective market signalling



## Key Findings – Spend Analysis: Contracts





#### Current state

#### Contracts

- 22% of the spend is not evidenced by a contract number within data sets analyzed
  - If individual spend is removed, this becomes 15%
- There are over 4000 vendors that only have 1 contract in place
  - Approximately 3000 of these are individual vendors
- ▶ There are 20 vendors that have between 15 and 70 contracts in place
- It is challenging to get a complete picture of spend, approximately 70% of spend comes from CAS system, 30% from RAP

## Impact

- Off-contract spend results in use of varying, non-negotiated rates, lack of defined deliverables and insufficient controls
- Overly-complex profile of contracts and service providers with limited resources and tools to effectively manage
- Good data does not readily exist to differentiate spend in a way that can inform decision-making

### Opportunities for improvement

- Determine why 22% of spend is not associated with a contract number and understand root cause
- Consolidate vendor base where appropriate based on contract management strategy
  - Reduce # of contracts per vendor if for similar services
  - When annually renewing contracts, find opportunities to consolidate multiple contracts for same vendor
- Integrate systems and consolidate data to create a comprehensive source of truth

## Key Findings – Spend Analysis: Payments

#### Current state

### Impact

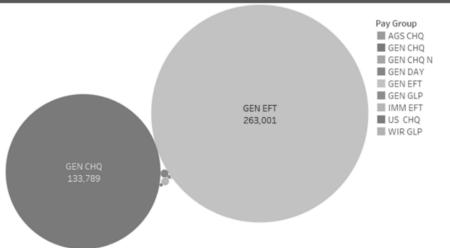
### Opportunities for improvement

#### **Payments**

- 66% of payments are GEN EFT, 34% are GEN CHQ
- Some vendors with a large number of payments/month are still receiving cheques
- There are issues with coding resulting in STOB 79 or pcard type payments falling under STOB 80
- Payments trend higher towards end of fiscal year

- Additional cost and administrative burden
- Increased cost, reduced quality assurance and oversight
- Reports cannot be accurately pulled if payments aren't coded correctly
- ▶ Ineffective/ inefficient spend on services
- Improve planning and develop incentive to reinvest remaining spend
- Change default option for payment to EFTs; currently the default option is cheque which may be resulting in unnecessary cheque payments
- Mandate recurring and large payments with vendors to be EFT





## Key Findings - Spend Analysis: Vendor Spend

#### Current state

### Vendor

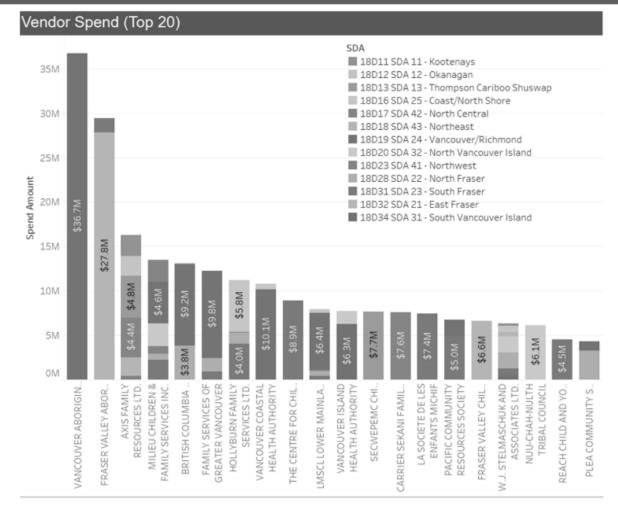
- Services for Children & Youth with Special Needs have significantly more vendors than any other core business area, although Child Safety, Family Support & Children in Care Services have a higher spend
- ► There are 10 vendors that have spend across 6 or more SDAs
- Of the top 20 spend vendors, 6 of them are delegated agencies

### Impact

Administrative oversight and effort outweighs benefit of a formal agreement

### Opportunities for improvement

- ► Where appropriate, transition contracts to entitlement-type agreements
- Confirm whether contracts spanning SDAs require multiple separate contracts or if there is opportunity for consolidation
- Standardize terms and rates across vendors with multiple high spend contracts



## Current State of Procurement & Contract Management in One Word



## Future State of Procurement & Contract Management in One Word



## Key Questions & Considerations Going Forward

- Are there too many contracts, can some of these be entitlements or should a strategy be developed to move towards a lead contractor/provider model?
- Should annual contracting restrictions apply to social sector contracts? This is having a negative impact on MCFD costs and on market stability.
- The current state process is fragmented, inconsistent and ineffective. How do we recognise the differences that exist while creating consistency?
- How can we encourage/enforce the use of EFT over cheques without impacting service delivery quality/responsiveness?
- · What is the tolerance for vacancy rates?
- What is the right level of oversight and assurance and who should be providing/facilitating this?
- · How do we best involve the community in procuring for services to achieve outcomes?



## **Project Contacts**

**Rob Byers**, EFO & ADM Finance & Corporate Services Division

Rob.Byers@gov.bc.ca

778 698 9126

Nadine Criddle, Executive Director
Procurement & Contract
Management Branch
Nadine.Criddle@gov.bc.ca

250 356 1328

Procurement & Contract
Management Branch

Chelsea.Ritchie@gov.bc.ca 250 893 8644

## MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT INFORMATION NOTE

**DATE:** January 10, 2020

CLIFF#: 246763

PREPARED FOR: Honourable Katrine Conroy, Minister

**ISSUE:** Ernst and Young Current State Report Release

#### **BACKGROUND:**

In December 2018, Ernst and Young (EY) was engaged by the Ministry of Children and Family Development (MCFD) in response to several reports that identified challenges with current contract and procurement management practices. The final deliverable due in February was to provide MCFD with a contract management framework that supports efficient and effective delivery of service that improved the wellbeing of children and families. s.12; s.13

MCFD received

two deliverables prior to the cancellation, a current state report and interim business requirements.

Ministry executive and the project steering committee have received the current state report and summary results from the report have been shared with several key stakeholder groups as well as MCFD service delivery and procurement and contract management staff. The key findings in the current state report are in line with several other reports on procurement and contract management within the ministry including the audit on contracted residential care agencies. Additionally, feedback from the summary results presentations have indicated that the findings from the current state report are known issues within the ministry and stakeholder groups.

Release of the full report is planned for the end of January/early February with distribution to the Collaborative Contract Reference Group (CCRG), CSSEA, and round table members. Distribution of the final state report delivers on the commitments made and supports the development of the future state.

### **DISCUSSION:**

With the cancellation of the EY contract, the development of the future state procurement and contract management framework was transitioned to the ministry. Efforts to initiate the planning have started, however operational priorities and limited internal capacity have slowed progress. The release of the current state report will refocus attention on the issues with procurement and contract management and the lack of progress that has been made.

A procurement and contract management session to engage sector partners is being planned for February 7th. The purpose of the session is to use the findings from the EY current state report and frontline experience to identify potential "quick win" improvements in the procurement process that could be implemented in a shorter time frame. A list of priority

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recommendations will be provided to the CCRG for endorsement and a project plan to support the implementation of the "quick wins" will be developed. Sector stakeholders represented at the CCRG and in the round table discussions will be expecting a comprehensive future state procurement and contract management framework in the next few months and work to develop the framework needs to be prioritized.

#### **NEXT STEPS:**

- Distribute EY Current State report to stakeholders through CCRG, round table and directly (CSSEA) where appropriate.
- Prepare appropriate briefing, presentation and other materials to support the release of the report.
- Continue to progress the work to plan and develop the procurement and contract management framework.

### SUGGESTED MESSAGING:

- s.13
- •
- •
- •
- •
- •

### ATTACHMENTS (if applicable):

A. Current State Report

Contact	Alternate Contact	Prepared by:
Assistant Deputy Minister:	for content:	
Rob Byers	Nadine Criddle	Nadine Criddle
Finance & Corporate Services	Finance & Corporate Services	Procurement & Contract
Division	Division / Procurement &	Management Branch
	Contract Management	
	Branch	
778 698-9126	250 516-6681	250 516-6681 / 250 356-1328

## MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT DECISION NOTE

**DATE:** December 18, 2019 **DATE OF PREVIOUS NOTE (if applicable):** [Date]

CLIFF#: 246508 PREVIOUS CLIFF # (if applicable): [CLIFF #]

PREPARED FOR: Rob Byers, Assistant Deputy Minister, Finance and Corporate Services Division

**ISSUE:** Ernst and Young Current State Report Release

### **BACKGROUND:**

In December 2018, Ernst and Young (EY) was engaged by the Ministry of Children and Family Development (MCFD) in response to several reports that identified challenges with current contract and procurement management practices. The final deliverable due in February was to provide MCFD with a contract management framework that supports efficient and effective delivery of service that improve the wellbeing of children and families. s.12; s.13

MCFD received

two deliverables prior to the cancellation, a current state report and interim business requirements.

Ministry executive and the project steering committee have received the current state report and summary results from the report have been shared with several key stakeholder groups as well as MCFD service delivery and procurement and contract management staff. Feedback from the summary result presentations have indicated that the findings from the current state report are known issues and there were no surprises.

Initial expectations were that the EY report would be the catalyst to resolving outstanding procurement and contract management issues. With the cancellation of the future state deliverables and the sharing of the summary findings for the current state, the expectations have shifted from the EY report to the transition of future state to the ministry. Release of the full current state report is still pending.

### **DISCUSSION:**

The report is comprised of the current state final report, executive summary placement and nine appendixes:

- 1. Current State Assessment Framework details the best practices and New Zealand insights against the contract management lifecycle.
- 2. Actioning the Financial and Internal Control Review a 100 day action plan in response to the Grant Thornton report.
- 3. Policy and Process Review summary review of policy and processes used to inform the current state report.
- 4. Service System Overview and Journey Map summary of workshop to understand how MCFD's core service delivery areas delivered, procured, contracted and paid for.

- 5. Vendor and Contract Data Analysis includes analysis of all MCFD contract spend within STOB 79 and 80.
- 6. Stakeholder Engagement Log details the parties engaged in the EY consultation process.
- 7. Contract Sampling details the findings, impacts and recommendations resulting from the contract sampling analysis.
- 8. One Page Process Variations Summary documents each of six core service lines to capture key variations within the program areas.
- 9. Document Reviews list of documents reviewed in support of the current state report.
- Interim business requirements were also part of the final package.

The EY report has been discussed in multiple forums including the round table discussions and the Collaborative Contracting Reference Group (CCRG). Service providers also participated in the consultation process and the ministry has committed to sharing the results of the EY report once complete. Distribution of the final state report and executive placemat to the CCRG and CSSEA early in the new year delivers on the commitments made and supports the development of the future state. The CCRG includes representatives from The Federation, the BC Association for Child Development and Intervention, BC Association of Aboriginal Friendship Centres and with the addition of Community Social Service Employers Association of BC (CSSEA) would represent the key stakeholder groups. Information from the appendixes was used in support of the development of the final current state report or is specific to the ministry (appendix 2) so may releasing the additional detail is optional.

#### **OPTIONS:**

 Release the final state report and executive placement to key stakeholder groups through the CCRG and CSSEA early in the new year.

#### RECOMMENDATION:

Option 1

#### Attachments:

A. Current State Report

Contact	Alternate Contact	Prepared by:
Assistant Deputy Minister:	for content:	
Rob Byers	Nadine Criddle	Nadine Criddle
Finance & Corporate Services	Finance & Corporate Services	Procurement & Contract
Division	Division / Procurement &	Management Branch
	Contract Management	
	Branch	
778 698-9126	250 516-6681	250 516-6681 / 250 356-1328
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