

Version 30 – SEPTEMBER 26, 2001 10:00 A.M.

BLUE RIO MODEL

FAMILY HEALTH NETWORK AGREEMENT

AMONG

HER MAJESTY THE QUEEN, in right of Ontario, as represented by the Minister of
Health and Long-Term Care

(hereinafter referred to as the “Ministry”)

- and -

THE ONTARIO FAMILY HEALTH NETWORK, a corporation established under the
Development Corporations Act

(hereinafter referred to as the “OFHN”)

- and -

*

*

*

*

*

*

(hereinafter referred to as the “FHN Physicians”)

- and -

THE ONTARIO MEDICAL ASSOCIATION, a corporation established under the
Corporations Act (Ontario)

(hereinafter referred to as the “OMA”)

THIS AGREEMENT made the _____ day of _____, 200__

WHEREAS the Ministry wishes to work with physicians and other health care providers to enhance the provision of primary care by:

- improving access to primary health care;
- improving the co-ordination of patient care;
- improving access to health care through a combination of Evening and Weekend Hours and availability of a teletriage system;
- improving the quality and continuity of primary health care;
- improving access to advanced information technology capabilities;
- enhancing the provision of comprehensive care by primary care physicians;
- enhancing the collaboration between physicians and other health care providers;
- improving the continuing medical education of primary care providers;

AND WHEREAS the parties wish to enter into this Agreement to work toward the achievement of these objectives within a clear framework of roles, responsibilities and obligations for the parties;

AND WHEREAS the parties wish to collaborate to monitor and assess the success of this initiative in order to continue to make changes to enhance its effectiveness;

AND WHEREAS the parties wish to recognize the right of patients to voluntarily enroll and the right of physicians to choose whether to enter into this Agreement;

AND WHEREAS the parties wish to encourage the establishment of family health networks in order to assist economic development in Ontario through the provision of more comprehensive care in areas where this is needed;

NOW THEREFORE, THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto) the parties make the agreements and acknowledgements hereinafter set forth:

PART I - INTRODUCTION

ARTICLE 1 : INTERPRETATION

1.1 Definitions

In this Agreement,

- (a) **“Act”** means the *Health Insurance Act*, R.S.O. 1990, c. H.6;
- (b) **“Commencement Date”** means the date upon which the FHN Physicians switch their remuneration from Fee-for-service only to the remuneration arrangements provided under this Agreement;
- (c) **“Effective Date”** means the date by which all of the Parties have signed this Agreement;
- (d) **“Enrolled Patient”** means an Insured Person who is enrolled with a FHN Physician under this agreement;
- (e) **“Enrollment Form”** means the enrollment form completed and signed by a patient enrolling to a FHN Physician, and acknowledged by the FHN Physician, which form is set out in Appendix A, entitled “Patient Enrollment Form and Consent to Release Personal Health Information”;
- (f) **“Excluded Insured Services”** means Insured Services other than the Core Services as set out in Schedule 2 to Appendix I;
- (g) **“Evening and Weekend Hours”** are the evening and weekend hours set out in section 5.2 that the FHN Physicians agree to offer the FHN Services to Enrolled Patients through booked appointments and unscheduled visits;
- (h) **“Fee-for-service”** means the method of payment to Physicians under the Act for the provision of Insured Services to Insured Persons;
- (i) **“Family Health Network” and “FHN” means:**

- (i) an unincorporated association consisting of natural persons who are all FHN Physicians, and of which no non-FHN Physician is a member; or
- (ii) a partnership consisting of FHN Physicians who are all partners in the partnership and of which no non-FHN Physician is a partner; or
- (iii) a corporation consisting of FHN Physicians who are all shareholders of the corporation, and of which no non-FHN Physician is a shareholder; or
- (iv) an unincorporated association consisting of any combination of:
 - FHN Physicians as natural persons; and/or
 - partnership or partnerships of which only FHN Physicians are partners; and/or
 - corporation or corporations of which only FHN Physicians are shareholders, and of which no non-FHN Physician is a member;
- (j) **“FHN Physician”** means a Physician who is a signatory to this Agreement or a Physician who has signed a FHN Physician Declaration;
- (k) **“FHN Physician Declaration”** means the Declaration in the form set out in Appendix B;
- (l) **“FHN Contracted Physician”** means a Physician:
 - (i) who is not a FHN Physician;
 - (ii) who has been engaged under section 7.3 to provide services under this Agreement; and
 - (iii) who has signed a FHN Contracted Physician Declaration;
- (m) **“FHN Contracted Physician Declaration”** means the Declaration in the form set out in Appendix C;
- (n) **“FHN Services”** means the primary care services that are provided, coordinated or overseen by the FHN Physicians as are set out in Appendix D;
- (o) **“Framework Agreement”** means the Agreement dated April 26, 2000 between the OMA and the Minister;
- (p) **“Governance Documents”** means:
 - (i) where the FHN is an unincorporated association, the contract of association, bylaws and/or rules among the members of the Association;

- (ii) where the FHN is a partnership, the partnership agreement among the partners;
- (iii) where the FHN is a corporation, the articles, bylaws and shareholders' agreement among the shareholders,

in each case, constituting and establishing the rules for the operation of the association, partnership or corporation, as the case may be, and meeting the Governance Requirements hereunder;

- (q) **"Governance Requirements"** means the requirements that FHNs shall meet, as set out in Appendix E;
- (r) **"Insured Person"** and **"Insured Services"** have the same meaning as in the Act;
- (s) **"Lead FHN Physician"** means either or both of the Lead FHN Physician and the Associate FHN Physician, as defined in Appendix E, who, acting alone or together, are authorized by the members of the FHN to bind all of them in accordance with the Governance Requirements;
- (t) **"Long-Term Care Facility"** means a nursing home as defined in the *Nursing Homes Act*, an approved charitable home for the aged as defined in the *Charitable Institutions Act* or a home as defined in the *Homes for the Aged and Rest Homes Act*;
- (u) **"Minister"** means the Minister of Health and Long-Term Care or his or her delegate;
- (v) **"Ministry"** means the Ontario Ministry of Health and Long-Term Care;
- (w) **"Party"** means each of the Ministry, the OMA, the FHN Physicians, and the OFHN, who are collectively referred to as the **"Parties"**;
- (x) **"Physician"** means a general or family physician:
 - (i) who is a member in good standing of the College of Physicians and Surgeons of Ontario;
 - (ii) who holds a certificate of registration issued by the College under the *Medicine Act, 1991*; and
 - (iii) who provides a broad range of primary care services to their patients;
- (y) **"Plan"** means the Ontario Health Insurance Plan established under the Act;
- (z) **"Recognized Holidays"** means New Year's Day, Good Friday, Victoria Day, Canada Day, August Civic Day, Labour Day, Thanksgiving, Christmas Day, and Boxing Day;
- (aa) **"Schedule of Benefits"** has the same meaning as in Regulation 552 made under the Act;

- (bb) **“Service Enhancement Codes”** means the fee codes for the services described in Appendix I;
- (cc) **“THAS”** means the Telephone Health Advisory Services as described in Article 6.

1.2 Headings

The headings contained in this Agreement shall form no part of this Agreement, but shall be deemed to have been inserted for convenience of reference only.

1.3 Terms

When used in this Agreement, the terms **“Minister”**, **“OFHN”** and **“OMA”** shall be deemed to include, where appropriate, their respective officers, employees, agents, successors and assigns.

PART II - FHN FORMATION PROCESS

ARTICLE 2 : INITIAL STAGE

2.1 FHN Features

A FHN shall consist of a minimum of Five (5) FHN Physicians who are able to demonstrate to the satisfaction of the OFHN that they will be able to enroll a minimum of 4000 Enrolled Patients.

2.2 Deliverables

Prior to, or concurrent with, the effective date, the FHN Physicians shall:

- (a) deliver to the OFHN a completed Application for Group Registration in a form as may be required by the Ministry;
- (b) deliver to the OFHN signed FHN Physician Consents for Disclosure of Billing and Financial Information forms, in the form of Appendix G; and
- (c) deliver to the OFHN a certificate signed by all of the FHN Physicians, which certificate shall:
 - (i) confirm that the FHN Physicians have executed all Governance Documents necessary to meet the Governance Requirements and to perform all of their obligations under this Agreement;
 - (ii) identify the Lead FHN Physician and the Associate FHN Physician having the authority to act on behalf of the FHN as provided herein.

2.3 Review of Governance Documents

Upon the written request by the OFHN, the FHN Physicians shall provide a complete copy of the Governance Documents to the OFHN. If, after reviewing the Governance Documents, the OFHN determines that the Governance Documents are inconsistent or deficient in relation to this Agreement, the FHN Physicians shall, within thirty (30) days of any request by the OFHN, rectify such inconsistencies or deficiencies and shall notify the OFHN of what changes have been made for such purposes.

2.4 Issuance of a FHN Identifier Number

After the OFHN is satisfied that the FHN Physicians have fully and satisfactorily complied with the requirements under this Article, the Ministry shall issue to the FHN Physicians a FHN Identifier Number (the “**Issuance Date**”).

ARTICLE 3 : TRANSITION STAGE

3.1.1 Enrolling of Patients

Within Twelve (12) months of the Issuance Date, the FHN Physicians, with the support of the OFHN, shall invite each patient in each of their practices the opportunity to become an Enrolled Patient if the patient is:

- (a) at the time of enrollment, an Insured Person;
- (b) an individual who resides within 100 kilometers of a location where the FHN Services are regularly provided;
- (c) not a resident of a Long-Term Care Facility;
- (d) not incarcerated in a provincial or federal correctional institution; and
- (e) not enrolled in another alternatively funded enrolled general practitioner service.

Patients enroll with an individual FHN Physician.

A patient shall not be required to enroll in order to receive or to continue to receive services from a FHN Physician.

3.1.2 No Patient Enrollment Refused

No patient shall be refused the opportunity to enroll with his or her FHN Physician on account of his or her health status or need for health services.

3.2.1 Enrolling of New Patients

At any time during the term of this Agreement, FHN Physicians may invite patients to become Enrolled Patients if the individual is:

- (a) at the time of enrollment, an Insured Person;
- (b) an individual who resides within 100 kilometers of a location where the FHN Services are regularly provided;
- (c) not a resident of a Long-Term Care Facility;
- (d) not incarcerated in a provincial or federal correctional institution; and
- (e) not enrolled in another alternatively funded enrolled general practitioner service.

Individuals enrol with an individual FHN Physician.

3.2.2 No Limitation or Restriction on Enrolment Invitations

A FHN Physician shall not limit or restrict his or her invitations to new patients to enrol on account of the patient's individual health status or need for health services.

3.3 Enrolment Form

During the term of this Agreement, patients who are invited to enrol in accordance with sections 3.1 and 3.2 shall be provided with the patient Enrolment Form and Consent to Release Personal Information, in the form appended hereto as Appendix A. The Enrolment Form shall become effective upon its completion and signing by the patient and the acknowledgement of the FHN Physician thereon. Upon the full completion of the Enrolment Form by the patient and the FHN Physician, the FHN Physician shall provide a copy to the patient.

Enrollment

- (f) The OFHN shall, in consultation with the OMA and the Ministry, establish appropriate procedures for the enrolment of patients with FHN Physicians.
- (g) In order to facilitate and minimize the work of FHN Physicians in connection with enrolment, the OFHN shall co-ordinate, oversee, support and administer the enrolment process in co-operation with the FHN Physicians and their FHN.
- (h) Each FHN Physician shall receive a payment of one thousand dollars (\$1,000) upon starting the enrolment process after the issuance of a FHN Identification Number and a second payment of two thousand dollars (\$2000) within sixty (60) days of the Commencement Date.

- (i) A FHN Physician shall be allowed to retain the one thousand (\$1000) payment despite the FHN not being certified under Article 4.

3.5 Professional Rights and Obligations

Nothing in this Article precludes a FHN Physician from terminating his or her relationship with any patient in accordance with applicable guidelines issued by the College of Physicians and Surgeons of Ontario. Further, nothing in this Article shall create obligations for a FHN Physician that go beyond his or her professional competence or that, using the FHN Physician's best efforts, are beyond the reasonable control of the FHN Physician.

ARTICLE 4 : CERTIFICATION STAGE

4.1 Certification

Before a FHN can become operational, a FHN must be certified in accordance with this Article.

4.2 Application for Certification

The Lead FHN Physician shall give notice to the Ministry and to the OFHN of the Commencement Date proposed by the FHN Physicians at least 30 days prior to the proposed Commencement Date. The Lead FHN Physician shall include the following documents with such notice:

- (a) a copy of an insurance certificate, complying with the requirements set out in Article 13;
- (b) a signed FHN Physician Declaration from each FHN Physician who did not sign this Agreement but who has joined the FHN since the Effective Date;
- (c) a signed FHN Contracted Physician Declaration from each FHN Contracted Physician in the form of Appendix C;
- (d) a current list of all FHN Physicians, office addresses and office hours, including Evening and Weekend Hours; and
- (e) a description of on-call physician arrangements for THAS.

4.3 OFHN Review

The OFHN shall review all such documentation relating to the FHN Physicians as may be necessary in order to determine whether the requirements under this Agreement have been met.

In the event of any inconsistency or deficiency, the OFHN shall give notice of such inconsistency or deficiency to the FHN Physicians, and the FHN Physicians shall rectify any such inconsistency or deficiency as soon as practicable. The FHN Physicians and the OFHN shall use all best efforts to work collaboratively in managing and resolving any disputes arising under this Article. The FHN Physicians understand and agree that the failure to address such deficiency or inconsistency to the satisfaction of the OFHN shall preclude the certification of the FHN.

4.4 Certification

After the OFHN is satisfied that the FHN Physicians have fully complied with all of the requirements under this Agreement, the OFHN shall certify the FHN and confirm the proposed Commencement Date.

PART III - OPERATIONAL

ARTICLE 5 : OPERATIONAL STAGE

5.1 Family Health Network Services

The FHN Physicians within the FHN shall, from among their number, provide, coordinate or oversee the provision of the FHN Services. The FHN Physician to whom a patient is enrolled shall be responsible for providing, coordinating or overseeing, as appropriate, the provision of the FHN Services to that patient. The primary responsibility for providing the FHN Services under this Agreement rests with the FHN Physicians.

This section shall not create obligations for a FHN Physician that go beyond his or her professional competence or that, using his or her best efforts, are beyond the reasonable control of the FHN Physician.

5.2 Service Obligations

Except for Recognized Holidays, the FHN Physicians shall ensure that a sufficient number of Physicians are available to provide the FHN Services during reasonable and regular office hours from Monday through Friday sufficient and convenient to serve Enrolled Patients. Except for Recognized Holidays, at least one FHN Physician office staffed by a FHN Physician shall be open Monday to Thursday until 8 p.m. and for a minimum of three hours on weekends (“**Evening and Weekend Hours**”). If more than fifty percent (50%) of the FHN Physicians provide public hospital emergency room coverage or public hospital

anesthesia services on a regular, ongoing basis, then the obligation to provide Evening and Weekend Hours may be waived by the OFHN, at the written request of the Lead FHN Physician.

The FHN Services shall be provided during reasonable and regular office hours at the offices of one or more of the FHN Physicians.

During Evening and Weekend Hours, the FHN Physicians shall provide the FHN Services at appropriate locations of their choice, provided that they shall advise the OFHN of such locations. FHN Physicians providing services in an Emergency Room of a Public Hospital shall use best efforts to ensure that non-emergency services provided to Enrolled Patients are not counted by the Public Hospital as a visit to the Emergency Room. FHN Services provided by FHN Physicians in a Public Hospital's Emergency Room must be offered separate and apart from the Public Hospital's Emergency Room services.

5.3 Notice of Hours and Services to Enrolled Patients

FHN Physicians shall advise Enrolled Patients of the office hours and locations referred to in this Article and the THAS arrangements referred to in Article 6 by posting a notice in a prominent place in all of the FHN Physicians' office locations.

ARTICLE 6 : TELEPHONE HEALTH ADVISORY SERVICES

6.1 General

The OFHN agrees that it shall, by the Commencement Date, at its expense, arrange the provision of THAS for the benefit of Enrolled Patients. THAS shall include advice and referral information, including triage to self-care, access, where appropriate, to an on-call FHN physician who is permitted access to the medical records of the Enrolled Patients and, if essential, to a public hospital emergency department. THAS shall be available to Enrolled Patients from 5 p.m. to 9 a.m., Monday to Thursday, 5 p.m. Friday to 9 a.m. Monday, and during Recognized Holidays (the "**THAS Hours of Delivery**"). THAS Service shall include appropriate feedback to the responsible FHN Physician when an Enrolled Patient contacts the THAS provider.

6.2 THAS Charges

FHN Physicians and FHN Contracted Physicians shall not charge anyone directly or indirectly, nor shall they accept payment on any person's behalf, for this service.

6.3 OFHN Payment to FHN for THAS

The OFHN shall make a monthly payment of two thousand dollars (\$2,000) to each FHN in consideration of the FHN Physicians:

- (a) ensuring that a FHN Physician is available on call during the THAS Hours of Delivery;
- (b) ensuring that the THAS provider is informed of which FHN Physician is on call and how to reach that FHN Physician;
- (c) in conjunction with the OFHN, promoting the THAS among the FHN's Enrolled Patients and for encouraging the proper and appropriate use of THAS by Enrolled Patients;
- (d) providing the THAS provider with information about available local services to which the THAS Provider's staff can direct callers and
- (e) participating in on-going reviews and an overall evaluation of THAS.

The monthly payment shall be made at the end of each month through direct deposit to the FHN's bank account or through such other arrangements as may be made between the FHN and the OFHN.

6.4 Multiple FHNs and On-Call Service

Subject to the approval of the OFHN, where a community has multiple FHNs, on-call services may be provided on behalf of one or more FHN's by a single FHN Physician who is permitted access to the records of the Enrolled Patients.

ARTICLE 7 : FHN PHYSICIANS AND STAFFING

7.1 Incoming FHN Physicians

Where a Physician seeks to join a FHN, the Lead FHN Physician shall provide the Ministry/OFHN and the OMA with notice, which shall include the FHN Physician Declaration in the form as set out in Appendix B, signed by each incoming FHN Physician, and the Lead FHN Physician.

The OFHN shall review the documents and, where the OFHN is satisfied with the documents, the OFHN shall confirm in writing the FHN Physician's admission to the FHN.

The new FHN Physician shall, in no event, provide services under this Agreement prior to the OFHN's confirmation of the FHN Physician's admission to the FHN. Where applicable, the obligations contained in Article 3 shall apply to the new FHN Physician, in the year commencing upon the date of the OFHN confirming the admission of the new FHN Physician into the FHN.

7.2 Departing FHN Physicians

Where a FHN Physician departs from a FHN, such FHN Physician shall meet the relevant obligations set out in Appendix H.

7.3 FHN Contracted Physicians

A non-FHN Physician becomes a FHN Contracted Physician only after the following conditions have been met:

- (a) the Physician has registered with the Ministry and holds a billing number;
- (b) the Physician and the Lead FHN Physician have signed the FHN Contracted Physician Declaration as set out in Appendix C and have filed the signed Declaration with the Ministry/OFHN within fourteen (14) days of its execution; and
- (c) the FHN Contracted Physician has signed and sent to OFHN the Consent to Disclosure of Billing and Financial Information, in the form set out in Appendix G-2.

Despite this section, it is recognized and understood by the Parties that the primary responsibility for providing the FHN Services under this Agreement rests with the FHN Physicians.

7.4 FHN Physicians as Sole Employer of their Personnel

The FHN Physicians shall be the sole and exclusive employer(s) or principal(s), as the case may be, of their personnel, for any and all purposes, including compliance with the relevant laws and regulations of Canada and Ontario, arising from the provision of the FHN Services hereunder.

7.5 Nurse Practitioners

The FHN may have Nurse Practitioners provide FHN Services that are within their professional competence.

ARTICLE 8 : RECORDS and INFORMATION MANAGEMENT, CONFIDENTIALITY

8.1 Confidentiality - General

The FHN Physicians and the FHN Contracted Physicians shall be fully responsible for ensuring that medical records pertaining to Enrolled Patients are maintained in accordance with all current legal and professional regulatory requirements. The FHN Physicians and FHN Contracted Physicians agree that they shall use all best efforts to keep all information in their custody pertaining to Enrolled Patients and all information made available, shared or exchanged under this Agreement strictly confidential and secure, subject to the provisions of this Agreement, a consent provided by an Enrolled Patient, or law.

8.2 Sharing of Personal Information by FHN Physicians and FHN Contracted Physicians

FHN Physicians and FHN Contracted Physicians shall make available to each other and to other personnel involved with the care of Enrolled Patients the medical records of Enrolled Patients as required in order to provide the FHN Services to Enrolled Patients.

8.3 Retention of Enrollment Forms

The FHN Physicians shall retain the signed Enrollment Forms in accordance with general professional requirements for the retention of medical records for their patients.

8.4 Retention of Records

The records referred to in Article 14 shall be retained by the FHN Physicians during the term of this Agreement and for at least seven (7) years from the date of the expiry or termination of this Agreement. In the event that the FHN ceases to exist for any reason, the FHN Physicians shall make appropriate arrangements for the preservation of all such records. In the event that the FHN Physicians do not make such arrangements, the Lead FHN Physician shall have the obligation to make such arrangements.

ARTICLE 9 : REPORTS TO THE MINISTRY AND THE OFHN

9.1 Enrollment Information to the Ministry

Following certification, the FHN Physicians shall provide the OFHN with the information contained in any new patient enrollment forms and any changes in information with respect to Enrolled Patients.

9.2 FHN Facility and Hours of Operation Information

The Lead FHN Physician shall regularly provide to the OFHN in writing updated addresses of all offices and hours of operation of the FHN Physicians and a list of the FHN Physicians and FHN Contracted Physicians practicing at each such office.

9.3 Reasonable Requests for Information

The FHN Physicians and FHN Contracted Physicians agree to respond in a timely manner to such reasonable inquiries or requests for information or materials as may be made from time to time by the Ministry or the OFHN.

ARTICLE 10 : RELATIONSHIP AMONG PARTIES

10.1 No Partnership Relationship or Relationship of Employment

The Parties understand and agree that the relationship between the FHN Physicians and the Ministry under this Agreement shall be that of independent contractors. Nothing in this Agreement shall be construed to constitute the FHN Physicians as partners, employees or agents of the Ministry for any purpose whatsoever.

10.2 FHN Physicians have the Responsibility to Make or Ensure Payments

The FHN Physicians and FHN Contracted Physicians shall be solely responsible for the withholding and payment of taxes, premiums, contributions and remittances of any nature, including any interest or penalties or other amounts, required by any applicable governmental authorities.

PART IV - TERM

ARTICLE 11 : TERM, RENEWAL AND TERMINATION

11.1 Initial Term of Agreement

This Agreement shall come into force on the Effective Date, and shall continue for a period of three (3) years from the Commencement Date (the "Initial Term"), unless terminated earlier in accordance with this Agreement. This Agreement shall terminate automatically at the end of the Initial Term, unless it is renewed by written agreement made among the Parties.

11.2 Termination of Agreement for Convenience

Notwithstanding anything else to the contrary contained herein, any of the FHN, the OFHN or the Ministry may terminate this Agreement at any time and for any reason, without any cost, penalty or liability, by providing the other Parties with 60 days' notice (hereinafter referred to as the "**Notice Period**") of their intention to do so.

11.3 Termination of Agreement for Cause

Subject to section 11.5 below, if any of the FHN, the Ministry or the OFHN is in material breach of this Agreement, any of these Parties may terminate this Agreement as follows:

- (a) in the case of any breach that is capable of being cured, any non-defaulting Party may provide notice to the other Parties, which notice shall set out the particulars of the breach, and state that if the breach is not cured within thirty (30) days, then the Agreement may be terminated at any time by immediate written notice provided by the non-defaulting Party; and
- (b) in the case of any breach that is not capable of being cured, any non-defaulting Party may terminate this Agreement by immediate notice provided to the other Parties.

11.4 Breach by Individual FHN Physicians

In the event that one or more FHN Physicians is in material breach of any provision of this Agreement, but the remaining FHN Physicians and FHN Contracted Physicians continue to be in compliance with this Agreement, the Ministry or the OFHN shall be entitled either:

- (a) to terminate this Agreement in accordance with the provisions of section 11.3 (b) above; or
- (b) to require the FHN to remove from the FHN the FHN Physician(s) who is/are in breach of this Agreement within thirty (30) days, and if the FHN fails to remove such FHN Physician(s) within such period, the OFHN or the Ministry may terminate this Agreement in accordance with section 11.3 (b) above. In the event that the FHN Physician(s) is/are removed, the payment calculation for the FHN shall be recalculated.

11.5 Material Breaches

For purposes of sections 11.3 and 11.4, but without limiting the provisions thereof, the following events shall be deemed to be material breaches of this Agreement by a FHN Physician or Physicians or by the FHN, which the Ministry or the OFHN shall be entitled at their option to treat as incapable of being cured:

- (a) any dishonest or fraudulent act by a FHN Physician or the FHN Physicians in the performance of any of their obligations hereunder;

- (b) habitual neglect, consistent failure or inappropriate performance of duties or obligations under this Agreement by a FHN Physician or the FHN Physicians;
- (c) evidence of a pattern of failing to adhere to sections 3.1.2 and 3.2.2 by a FHN Physician or the FHN Physicians;
- (d) where the number of FHN Physicians falls below the minimum number of FHN Physicians required under this Agreement;
- (e) a FHN Physician or FHN Physicians' inability to practice as a result of the suspension or revocation of the FHN Physician or FHN Physicians' certificate(s) of registration.

11.6 Obligations during Notice Period

Notwithstanding that any Party has provided notice of termination of this Agreement, the FHN Physicians and FHN Contracted Physicians shall, during the Notice Period and continuing up to the date of termination, continue to provide the FHN Services to all Enrolled Patients and to perform all of their obligations under this Agreement, and the FHN Physicians shall be entitled, during such Notice Period, to be paid for the FHN Services performed in compliance with this Agreement.

11.7 Consequences of Termination

Upon any termination of this Agreement, the FHN Physicians shall make such arrangements and provide such co-operation and assistance as may be reasonably expected of them and required to facilitate the orderly termination of this Agreement and the continued provision of health care services to Enrolled Patients without any interruption or delay. Upon termination of this Agreement for cause or convenience, the terminating party shall notify the Enrolled Patients that the FHN Physician will no longer be providing services under this Agreement. It is expected that the FHN Physicians shall normally post an appropriate notice in all of their offices and shall notify the THAS provider of any such termination.

PART V - PAYMENT AND FINANCIAL

ARTICLE 12 : PAYMENT

12.1 Payment

Except as set out in Sections 3.4 and 6.3 the payment provisions of this Agreement are contained in Appendix I and are only payable to the FHN for services rendered on and following the Commencement Date.

12.2 Exception

Except for section 6.1 (THAS Services) and section 3.1.1 (Patient Enrollment) nothing in this Agreement prevents or restricts the FHN, FHN Physicians or FHN Contracted Physicians from charging for uninsured services.

12.3 Deduction for Debt by FHN Physician

Notwithstanding anything in this Agreement, where a FHN Physician or a FHN Contracted Physician owes a debt to the Ministry or to the OFHN for any reason, the Ministry/OFHN upon notice to the Lead FHN Physician may retain, by way of deduction or set-off, out of any money that is due and payable under this Agreement, an amount from one or more of the monthly payments to be made to the FHN, up to the amount that the FHN Physician or FHN Contracted Physician is paid by the FHN per month, provided that within seven days of a request by the Ministry/OFHN, the FHN shall provide a written declaration to the Minister indicating the amount that the FHN Physician or FHN Contracted Physician is paid per month.

12.4 Deduction for Debt by FHN

Notwithstanding anything in this Agreement, where, after certification, the FHN owes a debt to the Ministry/OFHN, because of an overpayment by the Ministry/OFHN to the FHN or because a FHN Physician, a FHN Contracted Physician or the FHN has billed the Plan or any person for services within the scope of this Agreement, the Ministry/OFHN upon notice to the Lead FHN Physician may retain, by way of deduction or set-off, out of any money that is due and payable under this Agreement, all or part of such money from one or more of the monthly payments to be made to the FHN. If there is insufficient or no money due and payable by the Ministry to the FHN under this Agreement against which to deduct or set-off such debt, then the FHN shall pay to the Ministry/OFHN forthwith any monies owing and the FHN Physicians shall be liable in equal shares for such debt.

12.5 Transitional Recovery Right

The Ministry may recover from any payment made hereunder to the FHN, whether that recovery is by way of deduction or set-off, an amount paid to any FHN Physician or FHN Contracted Physician by the Plan for a service if the General Manager of the Plan advises the Ministry that the General Manager is of the opinion that a circumstance described in subsection 18(2) of the Act exists in respect of that Physician. Such recovery shall be up to the amount that the FHN Physician or FHN Contracted Physician is paid by the FHN per month. Despite the foregoing, the Ministry shall not deduct or set-off any amount under this section if the sole reason for the General Manager's opinion is that a circumstance described in paragraph 3 or 6 of subsection 18(2) of the Act exists in respect of the service rendered by that physician.

12.6 Remittance Advice Report

The Ministry shall provide a FHN Remittance Advice Report to all FHN Physicians, which Report shall include billing and payment information relating to all FHN Physicians within the FHN.

12.7 Not to Affect Other Rights

Nothing in this Agreement affects any other right of the Ministry or Her Majesty the Queen in Right of Ontario (hereinafter referred to as the "**Crown**") under any statute, regulation or rule of law to recover or collect money owing by a FHN Physician or a FHN Contracted Physician to the Ministry or the Crown, including any right of deduction or set off given to the General Manager under the *Health Insurance Act*, or given to the Minister of Finance under the *Financial Administration Act*.

12.8 OMA Dues

In accordance with section 15.6 of the Framework Agreement, all FHN Physicians, whether members of the OMA or not, are required to pay OMA dues and assessments that the OMA would charge each FHN Physician if he or she were a member of the OMA. Accordingly, the Ministry shall deduct from the payments made by the Ministry to the FHN, for each FHN Physician who has not paid his or her OMA dues and assessments, an amount equal to the amount of OMA dues and assessments that the FHN Physician would have paid as a member of the OMA and shall forthwith remit such amounts to the OMA, or to such person as the OMA may direct.

ARTICLE 13 : INSURANCE, LIABILITY, INDEMNIFICATION PROVISIONS

13.1 Medical Malpractice Insurance

FHN Physicians shall ensure that each FHN Physician and FHN Contracted Physician maintains in full force and effect, during the term of this Agreement, medical malpractice liability insurance coverage or membership in a medical mutual defence association of a type appropriate for the physician.

The FHN Physicians and the FHN Contracted Physicians shall be covered by any Agreement between the Ministry and the OMA dealing with the payment of fees or premiums for medical malpractice liability insurance coverage or membership in a medical mutual defence association.

13.2 Indemnity

FHN Physicians shall at all times, both during and following the term of this Agreement and all renewals of this Agreement, indemnify and save harmless Her Majesty the Queen in Right of Ontario from and against all claims, causes of action, demands, liabilities, losses, costs, damages, actions, suits, judgements or other proceedings of any kind or nature (hereinafter referred to collectively as “**Claims**”) by whomsoever made, sustained, occasioned by, brought or prosecuted in any manner based upon, occasioned by, or in any way attributable to anything done or omitted to be done by the FHN, or by any of the FHN’s officers, directors, employees, agents, assigns, independent contractors or subcontractors, including FHN Physicians and FHN Contracted Physicians (hereinafter referred to in this Agreement as “**Personnel**”), under this Agreement for which comprehensive commercial general liability insurance and all risk property insurance, as required by section 13.1, are available.

For further certainty, nothing in this Agreement shall make Her Majesty the Queen in Right of Ontario liable for any liability of the FHN or its Personnel in respect of the matters for which medical malpractice liability insurance coverage, or its equivalent, is obtained pursuant to section 13.4.

13.3 Ministry Not Liable

The Ministry shall not be liable to the FHN nor any of its Personnel for any losses, expenses, costs, claims, damages or liabilities based upon, occasioned by or attributable

to anything done or omitted to be done by the FHN or any of its Personnel in connection with this Agreement or with the performance by the FHN of its obligations under this Agreement, or the exercise by the Ministry of any rights or remedies given to the Ministry under this Agreement, unless the losses, expenses, costs, claims, damages or liabilities are caused by the negligence of the Ministry. The Ministry shall not be liable to the FHN Physicians or to any of its Personnel, for any damages, losses, taxes or payments of any kind whatsoever or howsoever arising from the employment or use of any of the FHN Physicians' Personnel or any person or entity retained by the FHN Physicians for the purpose of performing or discharging the obligations under this Agreement.

The FHN Physicians understand and agree that the Ministry and the OFHN shall have no obligations or liability howsoever arising from the internal administration or management of the FHN.

13.4 Insurance

The FHN Physicians shall maintain the following policies in full force and effect during the term of this Agreement, at their own expense:

- (a) A policy of comprehensive commercial general liability insurance providing coverage for a limit of not less than five million dollars (\$5,000,000) for each occurrence of a claim of bodily injury, including personal injury, or property damage including loss of the use thereof, excluding those items covered by the insurance required under section 13.1, that may arise directly or indirectly from the acts or omissions of the FHN or the FHN's Personnel, and
- (b) Policies of property all-risk insurance providing coverage on a replacement cost basis for the loss of any or all buildings (if applicable), assets, furniture, fixtures, or administrative supplies.

At the request of the Ministry, the Lead FHN Physician shall provide the Ministry with a copy of the certificate(s) and policy(ies) evidencing this insurance. The Lead FHN Physician shall immediately report to the Ministry any changes to, cancellation of, or discontinuation of, the FHN's insurance coverage.

13.5 General requirements of insurance policies

The insurance policies referred to in paragraph 13.4 shall be in form and substance acceptable to the Ministry and shall include the following terms:

- (a) a clause that includes Her Majesty the Queen in Right of Ontario, as represented by the Ministry, as an additional insured;
- (b) a cross-liability insurance clause endorsement acceptable to the Ministry;
- (c) a clause requiring the insurer to provide thirty (30) days prior written notice to the Ministry in the manner set forth in the policy in the event of the termination, expiry or variation of the insurance policy; and
- (d) a contractual liability endorsement.

The Ministry shall pay any reasonable additional costs arising from the requirements of this section 13.5.

ARTICLE 14 : AUDIT AND VERIFICATION

14.1 Audit

Books of account, financial records regarding the receipt and administration of all amounts paid by the Ministry and the OFHN, electronic transaction logs and Enrollment Forms (the “**FHN Records**”) shall be subject to audit by the Ministry, the Ministry’s auditors and the Provincial Auditor upon 24 hours notice. As and when requested by the Ministry/OFHN, FHN Physicians and their Personnel shall provide such representatives with access to all FHN Records as well as any further information that may be required with reference to such documents, books and records. Such representatives shall have the right to copy any of the documents, books and records referred to in this paragraph. The Ministry/OFHN shall reimburse the FHN for the costs of such photocopies. The Ministry and the OFHN agree that they shall use every effort to minimize any disruption to the professional practices of the FHN Physicians caused by any audit conducted under this section.

The FHN shall allow the Ministry/OFHN to audit the FHN Physicians’ and FHN Contracted Physicians’ use of Ministry networks and systems.

Notwithstanding anything else contained in this Agreement, the rights of the Ministry and the OFHN to access, receive or copy records under this Agreement shall not, in any way, be interpreted or construed so as to constitute “control” or “custody” as such terms are used in the *Freedom of Information and Protection of Privacy Act*.

14.2 Enrollment Verification – Ministry/OFHN

The Ministry and/or the OFHN may, at any time, at their sole expense, seek to verify the enrolled status of persons through such measures or procedures as may be considered appropriate or necessary. Where the results of such verification measures or procedures show that the person is no longer an Enrolled Patient, the Ministry or the OFHN shall remove such person from the FHN Physicians list of enrolled Patients and shall give immediate notice of the removal to the Lead FHN Physician. Where, after reasonable efforts, OFHN cannot verify that a person remains a validly Enrolled Patient, OFHN may give notice to the Lead FHN Physician. If the FHN is unable to demonstrate that the person remains a validly Enrolled Patient within 90 days of such notice, the Ministry may withhold all or part of the FHN Physician's monthly payment that relates to those Enrolled Patients whose enrolled status has not been verified. If money is withheld under this section, no interest shall be owed by the Ministry to the FHN .

14.3 Enrollment Audit Process

The Ministry and/or the OFHN shall conduct annual audits on the enrolment status of each FHN Physician's list of Enrolled Patients. In order to minimize the work of FHN Physicians in connection with this audit process, the OFHN will undertake the initial roster verification for each FHN Physician. Where the results of such verification measures or procedures show that the person is no longer an Enrolled Patient, the Ministry or the OFHN shall remove the person from the FHN Physicians list of enrolled Patients and shall give immediate notice of such removal to the Lead FHN Physician. Where, after reasonable efforts, OFHN cannot verify that a person remains a validly Enrolled Patient, OFHN may give notice to the Lead FHN Physician. If the FHN is unable to demonstrate that the person remains a validly Enrolled Patient within 90 days of such notice, the Ministry may withhold all or part of the FHN Physician's monthly payment that relates to those Enrolled Patients whose enrolled status has not been verified. If money is withheld under this section, no interest shall be owed by the Ministry to the FHN.

PART VI - GENERAL

ARTICLE 15 : AMENDMENTS

15.1 Review of Compensation

The Ministry and the OMA agree to conduct a review of the payment provisions under this Agreement by no later than April 1, 2004.

15.2 Amendment of the Agreement

The Parties acknowledge and understand that, pursuant to the terms of the Framework Agreement and a Memorandum of Understanding dated _____ among the Ministry, the OMA and the OFHN, only the Ministry and the OMA, with the approval of the Minister, may negotiate amendments to this Agreement. The Parties further acknowledge and understand that the OFHN may provide advice and make recommendations to the OMA and to the Ministry with respect to the continued development or amendment of this Agreement. Where any amendments to this Agreement are negotiated, the OMA and the Ministry shall provide the FHN Physicians with notice of the amendments to this Agreement at least 90 days prior to the effective date of the amendment. Notwithstanding the foregoing, the FHN Physicians may agree that an amendment is effective as of an earlier date than the effective date of the notice of amendment. The FHN Physicians shall have thirty days from the date of the notice of amendment to determine whether to accept the amendment or to give notice of termination of this Agreement pursuant to section 11.2. If no notice of termination is given, the FHN shall be deemed to have accepted the amendment as at its effective date.

15.3 Resource Based Relative Value Scale Commission (“RBRVS Commission”)

If, as a result of the recommendations of the RBRVS Commission, changes are made to the Schedule of Benefits, as referenced in the Framework Agreement, the OMA and the Ministry shall meet to review the payments provided for under this Agreement.

ARTICLE 16 : GENERAL PROVISIONS

16.1 Application of this Article

Except as specifically provided, all of the provisions in this Article shall apply throughout the term of this Agreement.

16.2 Evaluation and Monitoring

16.2.1 Participation

FHN Physicians and FHN Contracted Physicians agree that they shall participate in and cooperate with evaluation and monitoring activities undertaken by the Ministry or persons designated by the Ministry, following appropriate notice. It is understood that the evaluation

and monitoring activities shall be conducted with a view to minimizing disruption to the normal operations of the FHN Physicians' or FHN Contracted Physicians' practices.

16.2.2 Results may be published or used

The FHN Physicians and FHN Contracted Physicians agree that the results of any evaluations of the FHN Physicians, the FHN Contracted Physicians or the primary care initiative may be appropriately published or used.

16.3 Number and Gender

Unless the context requires otherwise, words importing the singular include the plural and vice-versa and words importing gender include all genders.

16.4 Statutory References

Any reference in this Agreement to any statute, regulation or any provision thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute, regulation or provision as amended, restated or re-enacted from time to time and to any successor legislation that may be enacted from time to time.

16.5 Governance - General

Upon the written request of the OFHN at any time during the term of this Agreement, the FHN Physicians shall promptly provide a complete copy of the Governance Documents to the OFHN. Notwithstanding anything to the contrary contained herein, if at any time during the term of this Agreement, any conflict or inconsistency is found by the OFHN to exist between the terms of this Agreement and the Governance Documents, the FHN Physicians shall amend or modify the Governance Documents as soon as practicable in order to remove any such conflict or inconsistency, but in any event the terms of this Agreement shall prevail.

16.6 Compliance with Laws

At all times during the term of this Agreement, each FHN Physician and FHN Contracted Physician shall comply with all applicable laws, rules, statutes, regulations and standards and shall obtain and maintain all applicable or required certificates of registration or accreditation, relating to or affecting the performance of his or her obligations under this Agreement.

16.7 Enrolment – General:

16.7.1 Removal from Enrolment

A FHN Physician may remove any person from enrollment if:

- (a) the person consistently fails to fulfill the obligations of the Enrollment Form; or
- (b) the FHN Physician acts pursuant to procedures established by the College of Physicians and Surgeons of Ontario.

No person shall be removed as an Enrolled Patient on account of his or her health status or need for health services.

16.7.2 Enrollment Cessation

An Enrolled Patient ceases to be an Enrolled Patient of the FHN Physician if the Enrolled Patient:

- (a) dies;
- (b) becomes an uninsured Person;
- (c) communicates in writing to the FHN Physician or a person designated by the Ministry, that he or she no longer wishes to be an Enrolled Patient of the FHN;
- (d) becomes an Enrolled Patient of another FHN Physician;
- (e) becomes an Enrolled Patient of an alternatively funded enrolled General Practitioner service;
- (f) is removed by the FHN from enrollment in accordance with section 16.7.1;
- (g) is granted a Ministry-approved extended absence pursuant to the Act.
- (h) becomes a resident of a Long Term Care Facility;
- (i) is incarcerated in a provincial or federal correctional institution and the FHN Physician ceases to provide the FHN Services to the Enrolled Patient; or
- (j) if the Enrolled Patient moves his place of residence one hundred kms. or more from a location where services are regularly provided by the FHN, unless the patient indicates in writing that he wishes to remain an enrolled patient.

In addition, an Enrolled Patient may have his enrolment terminated if the Enrolled Patient consistently fails to meet the Patient Commitment obligations contained in the Patient Enrolment Form.

Where the Ministry or the OFHN is in receipt of evidence that one or more of the events set out in section 16.7.2 has occurred, the Ministry/OFHN shall immediately remove that person from enrolment to the FHN Physician and give immediate notice of such action to the Lead FHN Physician.

Where a FHN Physician is aware that one or more of the events set out in section 16.7.2 has occurred, that FHN Physician shall immediately remove that person from his or her enrolment and give immediate notice of such action to the Ministry.

16.7.3 Professional Rights and Obligations

Nothing in this section 16.7 precludes a FHN Physician from terminating his or her relationship with any patient in accordance with applicable guidelines issued by the College of Physicians and Surgeons of Ontario. Further, nothing in this section shall create obligations for a FHN Physician that go beyond his or her professional competence or that, using the FHN Physician's best efforts, are beyond the reasonable control of the FHN Physician.

16.7.4 No Charges to Patients for Enrolling with FHN

A FHN Physician shall not charge a patient or anyone acting on their behalf for processing an Enrollment Form, for adding or removing a person as an Enrolled Patient, or for processing information changes.

16.7.5 Discontinuing Professional Services

Nothing in this Agreement abrogates or restricts any other right that any Physician may have for discontinuing professional services for a patient.

16.8 Professional Responsibilities

The professional freedom of FHN Physicians and FHN Contracted Physicians shall be preserved and protected. They shall be free to discharge their professional responsibilities in accordance with the law, contemporary medical standards and the requirements of their profession and the communities they serve.

16.9 No Prejudice Upon Return to Fee-for-service

Nothing in this Agreement shall operate so as to prevent any FHN Physician or FHN Contracted Physician from resuming fee-for-service billings and payments in accordance

with the Schedule of Benefits if he or she ceases to provide services under this Agreement, or upon the expiry or termination of this Agreement.

16.10 Severability of Provisions

If a court or other lawful authority of competent jurisdiction declares any provision of this Agreement invalid, illegal or unenforceable, this Agreement shall continue in full force and effect with respect to all other provisions. All rights and remedies under such other provisions shall survive any such declaration. Any invalid, illegal or unenforceable provision shall, to the extent permitted by law, be severed and replaced by a valid, legal and enforceable provision that comes as close as possible to the intention underlying the severed provision as may be ordered by a court of competent jurisdiction or consented to by the Parties in writing.

16.11 Non-performance and Waiver

No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or of the breach of any other provision of this Agreement. No provision of this Agreement shall be deemed to be waived and no breach excused unless such waiver or consent excusing the breach is in writing and signed by the Party that is purporting to have given such waiver or consent. No delay or omission on the part of any Party to this Agreement shall operate as a waiver of any such right. No waiver or failure to enforce any part of the Agreement shall in any way affect the validity of this Agreement or any part of it.

16.12 OFHN Role

The Parties recognize and understand that, pursuant to Ontario Regulation 65/01, the OFHN is responsible for implementing the primary care initiative in Ontario and for this purpose, the Ministry may delegate administrative functions under this agreement to OFHN

16.13 Assignment of Agreement/OFHN Ceasing to Operate/Protection of Rights

Neither this Agreement, nor any of the rights or obligations of the Parties arising under this Agreement, shall be transferable or assignable by any Party to any third party without the prior written consent of the other Parties.

In the event that the OFHN ceases to operate for any reason, the Parties agree that the Ministry shall assume all of the responsibilities, rights and obligations of the OFHN under this Agreement.

Notwithstanding the generality of all of the foregoing, the Ministry may assign this Agreement, or any rights, duties, functions or obligations hereunder to any Ministry or Agency of the Government of Ontario, without requiring the consent of the other Parties hereto, provided that any assignment of rights, duties, functions or obligations shall continue to bind any such assignee.

16.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario. The Parties hereto do hereby attorn to the jurisdiction of the Courts of Ontario.

16.15 Rights and Remedies Cumulative

Except to the extent otherwise expressly stated in this Agreement, the rights and remedies of the Parties to this Agreement are cumulative and are in addition to, and not in substitution for, any rights and remedies provided by law or in equity.

16.16 Appendices

The Appendices to this Agreement shall form part of this Agreement as fully as if set out in the body of the Agreement. The Appendices that form part of this Agreement are:

- A Patient Enrollment Form and Consent to Release Personal Information
- B FHN Physician Declaration
- C FHN Contracted Physician Declaration
- D Description of FHN Services
- E Governance Requirements
- F Information Technology
- G FHN Physician Consent to Disclosure of Billing and Financial Information

- G-2 FHN Contracted Physician Consent to Disclosure of Billing and Financial Information
- H Process for Departing Physicians
- I Payments
- J Patient Consent to Release Personal Health Information
- K Dispute Resolution

16.17 Entire Agreement

Subject to Article 15, this Agreement constitutes the entire Agreement amongst all of these Parties pertaining to the subject matter of this Agreement and supersedes all prior Agreements and understandings, collateral, oral, or otherwise among these Parties. There are no other Agreements among these Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

16.18 Notice

Unless otherwise specified in this Agreement, any notice or consent (herein referred to as “**Notice**”), required or otherwise, to be given by one Party to this Agreement to another or others, shall be in writing and sent by registered mail, courier, facsimile, or other electronic message which provides a hard copy, and shall be deemed to have been sufficiently given on the date of receipt.

Any Notice shall be addressed, in the case of notice to the OFHN, to:

Site Co-ordinator (TBC)
1075 Bay Street, 9th Floor
Toronto, ON
M5S 2B1
Fax: 416. 326.4684

and, in the case of notice to the OMA, to:

General Counsel, OMA
525 University Avenue, Suite 300
Toronto, ON
M5G 2K7
Fax: 416.340.2946 (**TBC**)

and, in the case of notice to the FHN, to:

the Lead FHN Physician

*

Fax: *

and, in the case of notice to the Ministry, to:

Assistant Deputy Minister, Health Services Division

80 Grosvenor Street, 10th Floor

Toronto, ON

M7A 1R3

Fax: 416.314.5915

Notices sent by registered mail shall be conclusively deemed to have been received within two days of mailing and notices sent by courier or facsimile, or electronically, shall be conclusively deemed to have been received the business day next following the date of courier, facsimile or electronic transmission.

16.19 No Third Party Beneficiary Rights

Nothing in this Agreement, express or implied, is intended to confer benefits or rights upon any person or entity not a party to it, and this Agreement shall not be interpreted or construed to give rise to any right or benefit on behalf of any third party.

16.20 Information Technology

The OMA and the Ministry have entered into the following Letter of Understanding with respect to Information Technology:

“This will confirm our understanding with respect to Information Technology for our Primary Care initiative.

The Government of Ontario has set aside \$150 million for Primary Care Information Technology. The OMA and the Government have established a joint Primary Care Physician e-Health Project to develop as soon as possible the information technology systems that will be available to all FHN Physicians and FHNs.

The OMA and the Government agree that the following principles will apply to Information Technology:

Systems which are developed and implemented shall be available for the FHNs in order to facilitate connectivity and communication among health care providers and to assist in clinical management and administration.

Information technology will be available for all FHN Physicians and FHNs.

FHNs that participate in Information Technology will receive a technology grant in an amount to be determined by the OMA and the Ministry.

Information with respect to the details of this initiative will be provided to all FHN physicians as soon as it is available. The final agreement with respect to this initiative shall become Appendix F to this Agreement.”

16.21 Dispute Resolution

The OMA and the Ministry will develop an appropriate dispute resolution process to deal with matters arising under this Agreement among the parties. Upon completion the process will become Appendix K of this Agreement. Until that time, all such disputes may be referred to the Physician Services Committee

16.22 Counterparts

This agreement may be extended in any number of counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the day and year first above written.

**HER MAJESTY THE QUEEN, in right of
Ontario, as represented by the Minister of
Health and Long-Term Care**

Per: _____

THE ONTARIO FAMILY HEALTH NETWORK

Per: _____
Authorized Signing Officer

**FOR THE FHN – SIGNATORIES WILL DEPEND
ON FORM OF ORGANIZATION.**

FHN PHYSICIANS (Unincorporated Association of Natural Persons)

FHN (as a Partnership)

FHN (as a Corporation)

FHN Members (Unincorporated Association of Natural Persons and/or Partnerships and/or Corporations)

THE ONTARIO MEDICAL ASSOCIATION

Per: _____
Authorized Signing Officer

APPENDIX A

Patient Enrolment Form and Consent to Release Personal Information

Physician Billing Number _ _ _ _ _

FHN Identifier _ _ _ _

Physician's Name _ _ _ _ _

[For office use only]

The Ontario Ministry of Health and Long-Term Care (the “**Ministry**”) has announced plans for the establishment of Family Health Networks across Ontario. By joining with other doctors in a Family Health Network, your family doctor will be better able to provide you with quality medical care, including access to a 24-hour response service.

You, or you and your family, are invited to enrol with your family doctor by completing and signing this form. The form sets out the commitments that you are asked to make as a patient enrolled to your family doctor. The form also describes certain events that give rise or may give rise to the termination of your enrolment. Finally, the form asks for your consent to the exchange of certain information relating to your health care among your family doctor, the Ministry and other health care providers.

Enrolling with a Family Health Network doctor is your choice. There is no obligation for you to enrol. If you choose to enrol, you may terminate your enrolment at any time.

(PLEASE PRINT)

Health Card Number _ _ _ _ _ (_ _ _) Date of birth _ _ _ _ _
version code year month day

Last Name _ _ _ _ _ First Name _ _ _ _ _ Second Name _ _ _ _ _

Mailing Address _ _ _ _ _
street number and name or rural route or general delivery apartment number

town / city

postal code

Home Address (if different from your mailing address)

street number and name or rural route or general delivery

apartment number

town / city

postal code

Home phone number () _ _ _ _ _ - _ _ _ _ _ Work or other phone number () _ _ _ _ _ - _ _ _ _ _

Email address: _ _ _ _ _

I prefer to receive notices about preventive care measures from my family doctor by _ _ _ _ _ regular mail or by _ _ _ _ _ email, subject to availability (check one).

YOU MAY ENROL ANY CHILDREN YOU HAVE UNDER THE AGE OF 16 OR ANY MINORS UNDER THE AGE OF 16 FOR WHOM YOU ARE GUARDIAN BY COMPLETING THE FOLLOWING INFORMATION. UPON REACHING THE AGE OF 16, THE MINOR WILL BE ASKED TO CONFIRM WHETHER HE OR SHE WISHES TO CONTINUE TO BE ENROLLED WITH HIS OR HER FAMILY DOCTOR.

1. Last Name _____ First Name _____ Second Name _____
 Health Card Number _____ (____) _____ Date of birth _____
version code year month day

Home Address (if different from your address)

street number and name or rural route or general delivery

apartment number

town / city

postal code

Home phone number (if different from your address) () _____ - _____

Your relationship to the minor: ☐ Parent
☐ Legal Guardian

2. Last Name _____ First Name _____ Second Name _____
 Health Card Number _____ (____) _____ Date of birth _____
version code year month day

Home Address (if different from your address)

street number and name or rural route or general delivery

apartment number

town / city

postal code

Home phone number (if different from your address) () _____ - _____

Your relationship to the minor: ☐ Parent
☐ Legal Guardian

3. Last Name _____ First Name _____ Second Name _____
 Health Card Number _____ (____) _____ Date of birth _____
version code year month day

Home Address (if different from your address)

street number and name or rural route or general delivery

apartment number

town / city

postal code

Home phone number (if different from your address) () _____ - _____

Your relationship to the minor: ☐ Parent
☐ Legal Guardian

Patient Commitment

By enrolling, you agree that, except in the case of an emergency or when you are travelling away from home, you will first contact your family doctor, the Family Health Network to which your family doctor belongs or the Network's Telephone Health Answering Service (if available), whenever you or your enrolled family members need primary care medical advice or treatment.

Once you have enrolled, you may not enrol with another Family Health Network doctor or terminate your enrolment until six weeks have passed from the date that you complete and sign this Enrolment Form unless you have moved.

You may not voluntarily change the doctor with whom you are enrolled more than twice a year.

If you change addresses, you must promptly notify your family doctor and the OFHN of your new address and telephone number.

Termination of Enrolment by Your Family Doctor

Your enrolment with your family doctor *will* be terminated if any of the following occurs:

- (a) The Family Health Network ceases to exist;
- (b) You no longer qualify for insured health care services under the *Health Insurance Act (Ontario)*;
- (a) Your family doctor chooses to discontinue acting as your doctor in accordance with the guidelines issued by the College of Physicians and Surgeons of Ontario;
- (b) You move your place of residence 100 kms. or more from a location where services are regularly provided by the Family Health Network, unless you indicate in writing that you wish to remain an enrolled patient with your family doctor;
- (c) You enroll with another Family Health Network doctor or another alternatively funded family physician; or
- (d) You are granted an extended absence by the Ministry.

Your enrolment may be terminated if any of the following occurs:

- (a) You consistently fail to meet your obligations set out above under Patient Commitment;

- (b) Your family doctor leaves the Family Health Network. In such a case, your family doctor will, if possible, provide you with notice of his or her decision to leave the Family Health Network. You may be invited to enrol with another family doctor in this Family Health Network or in another Family Health Network that your family doctor may join;
- (c) You become a resident of a nursing home or chronic care facility; or
- (d) You are imprisoned in a provincial or federal correctional institution.

Termination of Enrolment by the Patient

You may terminate your enrolment by giving written notice to your family doctor or to the Ontario Family Health Network at _____.

Patient Consent to Exchange of Personal Health Information

Your family doctor will be able to offer you better medical care if you permit your family doctor and the Ministry to share appropriate and relevant information relating to your and your family's health. By completing and signing this form, you

- (a) agree to allow your family doctor to share and the health care professionals working with your family doctor appropriate and relevant medical records and information about you with other health care providers involved in your care;
- (b) agree to allow the Ministry to release the following specific information to your family doctor:
 - dates of immunizations (flu shots, etc.);
 - dates of cervical screenings and mammographies;
 - information concerning the date of service and the fee paid, including the fee code, for insured primary care services that you receive from a family doctor outside of your Family Health Network; and
- (c) consent to the exchange of the information contained in this form among your family doctor, other family doctors in the Family Health Network, the Ministry and the Ontario Family Health Network for purposes related to your enrollment;
- (d) consent to the Ministry or the Ontario Family Health Network on behalf of your family doctor, to exchange the following specific biographic information with the Telephone Health Advisory Service:
 - name, health number and version code, address, date of birth, gender

I agree to the terms and conditions contained in this Enrollment Form and Consent to Release Personal Information. I acknowledge that this Enrollment Form is not intended to be a legally binding contract and is not intended to give rise to any new legal obligations between my family doctor and me.

_____ Date ____ ____ ____ ____

Patient signature _____ year ____ month ____ day ____

☐ I am a legal guardian or attorney for personal care

Last name First name Telephone number Signature year ____ month ____ day ____

Please return all copies of this form in the envelope provided. Your doctor will acknowledge your Enrolment by signing this form and you will be provided with a copy for your records.

Family doctor's signature Date ____ ____ ____ ____
year ____ month ____ day ____

Collection of the information on this form is for the administration and operation of the Primary Care initiative. The information is collected/used for these purposes under the authority of the Family Health Network Agreement entered into under the authority of the *Ministry of Health Act*, subsections 6(1) and (2) and the *Health Insurance Act*, R.S.O. 1990, C. H.6, ss. 4(2)(b) and (f), 4.1(1) and (2), 10 and 11(1). For information about collection practices, contact the Director, Registration and Claims Branch, at (613) 548-6559 or by mail, through the addresses listed for local Ministry of Health and Long-Term Care offices. Your consent to the release of personal information is revoked if you stop being enrolled with your family doctor. You may also cancel your consent at any time by writing to or phoning the Ministry. Your doctor will be promptly informed of such revocation of consent. However, the information released to your doctor before that time will remain in your medical file.

APPENDIX B

FAMILY HEALTH NETWORK PHYSICIAN DECLARATION

TO: THE MINISTRY OF HEALTH AND LONG-TERM CARE (the “Ministry”)

AND TO: THE GENERAL MANAGER OF THE ONTARIO HEALTH INSURANCE PLAN (the “**General Manager**”)

AND TO: THE ONTARIO FAMILY HEALTH NETWORK (the “**OFHN**”)

IN CONSIDERATION of the Ministry and the Family Health Network (the “**FHN**”) entering into the Family Health Network Agreement (the “**Agreement**”) under which the Ministry shall remunerate me and the FHN for the services to be provided as set out under the Agreement, I _____ hereby declare and acknowledge as follows:

1. I have received a copy of the Agreement and have reviewed and fully understand the terms of the Agreement. Subject to the amendment of subsection 3.1.1 as set out in paragraph (2) below, I agree to be bound by all of the terms of the Agreement.
2. Upon OFHN confirming my status as a FHN Physician, I, with the support of the OFHN and in accordance with a timetable to be agreed to between the OFHN and the FHN, hereby agree to offer each patient in my practice the opportunity to become an Enrolled Patient, provided that he or she meets the criteria set out in subsection 3.1.1 of the Agreement.
3. Other than as provided for in the Agreement, I shall not claim, directly or indirectly, or accept payment, or authorize any person to claim for or accept payment from the Ontario Health Insurance Plan (the “Plan”) or from any other person, for any FHN Services provided to Enrolled Patients.
4. In the event that I breach any of the claim, payment or funding provisions set out in the Agreement, or where I owe a debt to the Minister for any other reason,
 - (a) the Ministry may retain, by way of deduction or set-off, out of any money that is due and payable to me by the FHN under the Agreement, all or part of such money as the Ministry sees fit in the circumstances; and
 - (b) the General Manager may retain, by way of deduction or set-off, under the Health Insurance Act, out of any money that is due and payable to me by the FHN or by the Plan, all or part of such money as permitted by that Act and the Agreement.

If the Ministry or the General Manager does retain by way of a deduction or set-off any money due and payable to the FHN as a result of such debt of mine, the FHN shall be entitled to deduct such amounts from any amounts payable to me by the FHN.

5. I have executed all FHN Governance Documents and consent to the disclosure to the OFHN and to the Ministry of all documentation pertaining to the governance of the Family Health Network as may be required to demonstrate compliance with the Governance Requirements as defined and as set out in the Agreement.
6. I acknowledge and agree that all payments to be made under the Agreement shall be made to the bank account specified by the FHN Physicians in accordance with the Governance Requirements as defined and as set out in the Agreement.
7. I confirm that Dr. _____, as Lead FHN Physician, and Dr. _____ as Associate FHN Physician, have the authority to act on my behalf in accordance with the Governance Requirements as defined and as set out in the Agreement.

Dated at _____ this _____ day of _____, _____.

Name _____
Billing Number _____
Office Address _____

Fax Number _____
Phone Number _____
Name of FHN _____

Signature: FHN Physician

Witness

I, _____ (Lead Physician), confirm that _____ (Physician) has received a copy of the Agreement and the FHN Governance Documents and by the signing of this Appendix has agreed to be bound by them. I agree on behalf of the FHN to provide to the Ministry such information as may be reasonably required for the purposes of this Appendix.

Signature: Lead Physician

APPENDIX C

**FAMILY HEALTH NETWORK
CONTRACTED PHYSICIAN DECLARATION**

TO: THE MINISTRY OF HEALTH AND LONG-TERM CARE (the “Ministry”)

AND TO: THE GENERAL MANAGER OF THE ONTARIO HEALTH INSURANCE
PLAN (the “**General Manager**”)

AND TO: THE ONTARIO FAMILY HEALTH NETWORK (the “OFHN”)

IN CONSIDERATION of the Ministry and the Family Health Network (the “FHN”) entering into the Family Health Network Agreement (the “Agreement”) under which the Ministry shall remunerate me for the services to be provided as set out under the Agreement, I _____ hereby declare and acknowledge as follows:

1. I have received a copy of the Agreement and have reviewed and fully understand the terms of the Agreement. I agree to be bound by all applicable terms of the Agreement.
2. As long as I am a FHN Contracted Physician, I shall not claim directly or indirectly, or accept payment, or authorize any person to claim for or accept payment from the Ontario Health Insurance Plan (the “Plan”) or from any other person, for any FHN Services provided to Enrolled Patients other than as provided in the Agreement.
3. I acknowledge and agree that all payments to be made under the Agreement shall be made to the bank account specified by the FHN Physicians in accordance with the Governance Requirements as defined and as set out in the Agreement.
4. In the event that I breach any of the claim, payment or funding provisions set out in the Agreement, or where I owe a debt to the Minister for any other reason,
 - (a) the Ministry may retain, by way of deduction or set-off, out of any money that is due and payable to me by the FHN under the Agreement, all or part of such money as the Ministry sees fit in the circumstances; and
 - (b) the General Manager may retain, by way of deduction or set-off, under the Health Insurance Act, out of any money that is due and payable to me by the FHN or by the Plan, all or part of such money as permitted by that Act and the Agreement.

In the event that the General Manager does retain by way of a deduction or set-off any money due and payable to the FHN as a result of such debt of mine, the FHN shall be entitled to deduct such amounts from any amounts payable to me by the FHN.

5. I confirm that Dr. _____, as Lead FHN Physician, and Dr. _____ as Associate FHN Physician, have the authority to act on my behalf in accordance with the Governance Requirements as defined and as set out in the Agreement.

Dated at _____ this _____ day of _____, _____.

Name _____
Billing Number _____
Office Address _____

Fax Number _____
Phone Number _____
Name of FHN _____

Signature: FHN Contracted Physician

Witness

I, _____ (Lead Physician), confirm that _____ (Physician) has received a copy of the Agreement and the FHN Governance Documents and by the signing of this Appendix has agreed to be bound by them. I agree on behalf of the FHN to provide to the Ministry such information as may be reasonably required for the purposes of this Appendix.

Signature: Lead Physician

APPENDIX D

DESCRIPTION OF FAMILY HEALTH NETWORK SERVICES

Health Assessments

- (a) When necessary take a full history, including presenting complaint if any, past illnesses, social history, family history, review of systems and perform a complete physical examination.
- (b) Periodically take a specific history and perform a physical examination as required to screen patients for disease.
- (c) Regularly take a specific history and perform physical examination as required to respond to patient complaints and/or to manage chronic problems.

Diagnosis and Treatment

Assess and plan for Enrolled Patients' care based on the outcome of a history and physical examination aided by investigations and consultations as determined to be appropriate according to the results of complete, periodic or regular health assessments. Care for and monitor episodic and chronic illness or injury. In the case of acute illness or injury, offer early access to assessment, diagnostic, primary medical treatment and advice on self-care and prevention.

Primary Reproductive Care

Provide primary reproductive care, including counselling Enrolled Patients on birth control and family planning, and educating about, screening for, and treating sexually transmitted diseases.

Primary Mental Health Care

Offer treatment of emotional and psychiatric problems, to the extent that FHN Physicians are comfortably able to provide such treatment. Where appropriate, refer Enrolled Patients to and collaborate with psychiatrists and appropriate mental health care providers.

Primary Palliative Care

Provide palliative care, or offer to provide support to the team responsible for providing palliative care, to terminally ill patients. Palliative care shall include offering office-based services, referrals to Community Care Access Centres or to such other support services as are required, and making home visits, where appropriate.

Support for Hospital, Home and, Where Applicable, Long-Term Care Facilities

Where applicable and where possible, assist with discharge planning, rehabilitation services, out-patient follow-up and home care services.

In northern and rural areas, at least 50% of the FHN Physicians must have active in-patient hospital privileges and involvement, where appropriate, with discharge planning, rehabilitation services, out-patient follow-up and home care services.

Service Co-ordination and Referral

Co-ordinate referrals to other health care providers and agencies, including specialists, rehabilitation and physiotherapy services, home care and hospice programs, and diagnostic services, as appropriate. Co-ordinate referrals for secondary and tertiary care, where and when required. Monitor the status of Enrolled Patients who have been referred for additional care and collaborate on the medical treatment of such Enrolled Patients.

Patient Education and Preventive Care

Use evidence-based guidelines to screen patients at risk for disease, to attempt early detection and institute early intervention and counselling to reduce risk or development of harm from disease, including appropriate immunizations and periodic health assessments. Where disease is detected, institute early intervention and counselling, including appropriate immunizations and periodic health assessments, to reduce risk or development of harm.

Access to Pre-Natal, Obstetrical, Post-Natal, and In-Hospital Newborn Care

Provide maternal services, including antenatal care to term, labour and delivery, and immediate maternal and newborn care. If the FHN Physicians do not offer full maternal care, they shall make best efforts to arrange for Enrolled Patients to receive these services.

Arrangements for 24/7 Response

Provide service to Enrolled Patients through a combination of regular office hours, extended office hours, and the THAS which allows twenty four hours a day, seven days a week response to patient health concerns.

APPENDIX E

**FAMILY HEALTH NETWORK LEGAL STRUCTURES
AND GOVERNANCE REQUIREMENTS**

1. Unincorporated Association – Natural Persons:

Where the FHN is composed entirely of natural persons, all FHN Physicians shall enter into a Contract of Association consistent with these Governance Requirements.

2. Partnership – Natural Persons as Partners:

Where the FHN is a partnership composed entirely of natural persons, all FHN Physicians shall enter into a Partnership Agreement consistent with these Governance Requirements.

3. Corporation – Shareholders:

Where the FHN is a corporation, all shareholders shall enter into a Shareholders' Agreement and shall adopt Corporate Bylaws that shall both be consistent with these Governance Requirements.

4. Unincorporated Association – Natural Persons, Partnerships, Corporations:

Where the FHN is composed of one or more of:

- (i) natural persons;
- (ii) partnerships;
- (iii) corporations;

all such legal entities shall enter into a Contract of Association consistent with these Governance Requirements.

Notwithstanding anything else contained in this Agreement, non-FHN Physicians may not be either partners in a partnership or shareholders in a corporation where such partnership or corporation is a Party to this Agreement.

The FHN Physicians agree that they shall ensure that their respective Contracts of Association, Partnership Agreements, Corporate Bylaws and Shareholder Agreements, as the case may be, shall include provisions that address the following matters:

- (i) the admission of new FHN Physicians;
- (ii) the withdrawal of current FHN Physicians;
- (iii) the expulsion of current FHN Physicians;
- (iv) an approval process for FHN Contracted Physicians;
- (v) the selection of the Commencement Date for the FHN;

- (vi) where the FHN Physicians are in an unincorporated association, modifications to the Contract of Association;
- (vii) any decision of the FHN Physicians to terminate the FHN Agreement;
- (viii) a process for determining after-hours and on-call service by FHN Physicians;
- (ix) how the FHN Physicians share financial information received from the Ministry or the OFHN;
- (x) how the FHN Physicians shall determine individual payments to the FHN Physicians from payments deposited to the FHN's bank account;
- (xi) a process to provide notification from each FHN Physician's malpractice insurer of any change or cancellation of such insurance.

FHN – OPERATIONAL REQUIREMENTS

The FHN Physicians further agree that, regardless of the legal structure of the FHN, they shall:

- (a) establish a bank account in the name of the FHN, with the naming of at least two appropriate signing officers, one of whom shall be the Lead FHN Physician, as defined in (d) below;
- (b) establish a framework for managing the FHN Physicians' rights and interests in property specially and separately funded by the Ministry. For greater clarity, such property shall not include any property purchased with any funding provided by the Ministry in consideration of the FHN Services;
- (c) adopt and implement information management protocols that give due regard to appropriate patient confidentiality and are consistent with this Agreement and applicable law; and
- (d) establish explicit authority for a minimum of two elected officers, of whom one shall be known as the "Lead FHN Physician", and one shall be known as the "Associate FHN Physician", who must all be FHN Physicians, and who, acting alone or in combination, are able to bind all of the members of the FHN collectively and personally, for a minimum of the following purposes:
 - for execution of all amendments, extensions or renewals of the FHN Agreement;
 - for execution of subsequent or supplementary agreements, as may be required, relating to the receipt, disbursement and use of public funds, other than funds provided in consideration of the FHN Services, in support of FHN activities and operations; and
 - to enter into agreements with such other persons, health care providers, health organizations, and institutions, as may be required or desired, for the purpose of supporting FHN activities and operations.

APPENDIX F

INFORMATION TECHNOLOGY

APPENDIX G

FAMILY HEALTH NETWORK PHYSICIAN

CONSENT TO DISCLOSURE OF BILLING AND FINANCIAL INFORMATION

TO: THE GENERAL MANAGER OF THE ONTARIO HEALTH INSURANCE
PLAN (the “**General Manager**”)

AND TO: THE MINISTER OF HEALTH AND LONG-TERM CARE

AND TO: THE LEAD FAMILY HEALTH NETWORK PHYSICIAN (the “Lead FHN
Physician”)

AND TO: THE ONTARIO FAMILY HEALTH NETWORK (?)

I, _____, hereby authorize the General Manager to disclose to the Lead FHN
Physician, Dr. _____, the following information relating to
amounts paid by the Plan to me for Insured Services rendered by me during the past three (3) years:

date of service;

fee code for service, where applicable;

amount paid for service; and

global capitation amounts, where applicable.

This consent shall be valid until I cease being a FHN Physician, or until the FHN ceases to exist, or
until I revoke this consent in writing to the General Manager, whichever may come first.

I acknowledge and understand that the purpose of the disclosure of this information by the General
Manager to the Lead FHN Physician is to assist and support the FHN Physicians for financial and
administrative purposes.

The terms used in this consent shall have the same meaning as they have in the Family Health
Network Agreement.

Dated at _____ this _____ day of _____, _____.

Signature

Name

Address

Family Health Network

APPENDIX G-2

**FAMILY HEALTH NETWORK CONTRACTED PHYSICIAN
CONSENT TO DISCLOSURE OF BILLING AND FINANCIAL INFORMATION**

TO: THE GENERAL MANAGER OF THE ONTARIO HEALTH INSURANCE
PLAN (the “General Manager”)

AND TO: THE MINISTER OF HEALTH AND LONG-TERM CARE (the “Minister”)

AND TO: THE LEAD FAMILY HEALTH NETWORK PHYSICIAN (the “Lead FHN
Physician”)

I, _____, hereby authorize the General Manager to disclose to the Lead FHN Physician, Dr. _____, the following information relating to amounts paid by the Plan to me for Insured Services rendered by me as of the date of my commencement as a FHN Contracted Physician:

- (a) date of service;
- (b) fee code for service, where applicable;
- (c) amount paid for service; and
- (d) global capitation amounts, where applicable.

This consent shall be valid until I cease being a FHN Contracted Physician, or until the FHN ceases to exist, or until I revoke this consent in writing to the General Manager, whichever may come first.

I acknowledge and understand that the purpose of the disclosure of this information by the General Manager to the Lead FHN Physician is to assist and support the FHN Physicians for financial and administrative purposes.

The terms used in this consent shall have the same meaning as they have in the Family Health Network Agreement.

Dated at _____ this _____ day of _____, _____.

Signature

Name

Address

Family Health Network

APPENDIX H

PROCESS FOR DEPARTING OR ABSENT PHYSICIANS

1. Departing FHN Physician – Continuing to Practice Medicine

(a) Physician joining with another FHN and Retaining Enrolled Patients:

The FHN Physician shall provide 60 days' written notice to the Lead FHN Physician, the Ministry, the OFHN and the OMA. The FHN Physician shall also provide appropriate notice to his or her Enrolled Patients.

Where a FHN Physician moves his or her office, and as a result, some of his or her Enrolled Patients live more than 100 kms. from a location where the FHN Services are provided by the FHN, the FHN Physician shall give written notice to his or her Enrolled Patients asking that such Enrolled Patients confirm their Enrollment within 60 days. Where the Enrolled Patient does not confirm his or her Enrollment to the FHN Physician within the 60 days, the enrollment of such patient shall terminate at the end of the 60-day period.

(b) Physician reverting to Fee-for-service and Retaining Enrolled Patients:

The FHN Physician shall provide 60 days' notice to the Lead FHN Physician, the Ministry, the OFHN and to the OMA and 30 days' written notice to his or her Enrolled Patients.

2. Departing FHN Physician – Ceasing to Practice Medicine

(a) Physician relocating outside of practice area, not practicing medicine in a professional capacity/no longer providing services to patients:

The FHN Physician shall provide 60 days' notice to the Lead FHN Physician, the Ministry, the OFHN and to the OMA and 60 days' written notice to his or her Enrolled Patients.

The remaining FHN Physicians may offer to take on the Enrolled Patients of the FHN Physician, but if they do, they shall not differentiate on account of the health status or need for health services of any such Enrolled Patients. Re-enrollment of such patients, with the assistance of OFHN, will be required.

3. Departing FHN Physician because of Death

The Lead FHN Physician shall provide the Ministry/OFHN and the OMA with notice of the FHN Physician's death within 30 days.

The remaining FHN Physicians shall use all best efforts to continue to provide services to the Enrolled Patients of the deceased FHN Physician and provided they do so, payments shall continue to the FHN for such patients for up to six months. The remaining FHN Physicians shall provide written notice to the Enrolled Patients of the death of the FHN Physician. The remaining FHN Physicians may offer to take on the Enrolled Patients of the deceased FHN Physician, but if they do, they shall not differentiate on account of the health status or need for health services of any such Enrolled Patients. Re-enrollment of such patients, with the assistance of OFHN, will be required in order for any payment to continue after the six-month period.

4. Physician on Maternity or Disability Leave

The Lead FHN Physician shall provide the Ministry/OFHN with notice of maternity or disability leave of the FHN Physician within thirty days. The remaining FHN Physicians shall use all best efforts to continue to provide services to the Enrolled Patients of the FHN Physician on maternity or disability leave during the period of the leave and provided they do so, payment to the FHN shall continue to the FHN for such patients during the period of maternity or disability leave.

APPENDIX I

PAYMENT

1.1 Base Rate Payment

The Ministry shall pay to the FHN on behalf of each of its FHN Physicians for each of their Enrolled Patients an amount equal to the daily Base Rate for the Enrolled Patient's age and sex category as set out in Schedule 1 of this Appendix for each day the patient is an Enrolled Patient. Payment will be made monthly in arrears for Core Services rendered on and following the Commencement Date.

1.2 Core Services

Core Services shall mean the FHN Services that are included in the Base Rate, as set out in Schedule 2 of this Appendix.

1.3 Blended Fee-For-Service Payment

The Ministry shall pay to the FHN on behalf of each of its FHN Physicians and FHN Contracted Physicians ten percent (10%) of the value of valid claims in accordance with the Health Insurance Act for Core Services included in the Base Rate that are provided to Enrolled Patients.

1.4 Excluded Services to Enrolled Patients

The Ministry shall pay to the FHN on behalf of each of its FHN Physicians and FHN Contracted Physicians valid claims in accordance with the Health Insurance Act for insured services that are not Core Services provided to Enrolled Patients

1.5 Insured Services Provided to Non-Enrolled Patients

The Ministry shall pay to the FHN on behalf of each of its FHN Physicians and FHN Contracted Physicians valid claims in accordance with the Health Insurance Act for insured services provided to patients other than Enrolled Patients. In the case of insured services that are Core Services in Schedule 2 provided to these patients, the valid claims shall be paid annually up to a total maximum payment of \$40,000 multiplied by the number of FHN Physicians.

1.6 First Year Exemption

The maximum payment set out in Section 1.5 shall not apply to payments to the FHN in the case where the payments result from FHN Physicians who are changing from Fee-For-Service to the method of payment under this Agreement during the twelve (12) month period beginning on the Commencement Date.

1.7 Special Payment

1.7.1 The FHN shall be entitled to a Special Payment based on the success of the FHN and its FHN Physicians in providing to their Enrolled Patients all the FHN Services required by the Enrolled Patients. The Special Payment will be calculated and paid semi-annually for each Enrolled Patient based upon the complete claims data available to the Ministry for the semi-annual period.

1.7.2 The amount of each semi-annual Special Payment shall be determined as follows:

- (a) multiply the sum of all eligible Enrolled Patients' Base Rate for six (6) months by 0.22. The resulting number will be referred to as the "Maximum Special Payment" (MSP);
- (b) subtract from the MSP the total value of all claims paid by the Ministry to physicians other than FHN Physicians for insured services described as Core Services in Schedule 2 provided to Enrolled Patients during the semi-annual period. The resulting amount is the Special Payment payable to the FHN for that period. Where the amount is either zero or negative there is no Special Payment for the period.

1.8 Rosters Over 2000

In the case where the average number of Enrolled Patients per FHN Physician exceeds 2000, the average Base Rate payment for the FHN shall be reduced by fifty percent (50 %) for the number of Enrolled Patients of the FHN which is in excess of the 2000 multiplied by the number of FHN Physicians.

1.9 Payments are Pro Rata

All payments, unless otherwise specified in this Agreement, are based on a fiscal year of April 1 to March 31 and are prorated, wherever appropriate, with respect to all variables, including, without restricting the generality, time, amount and number of physicians.

2. Service Enhancement Codes

Each FHN Physician may submit claims for the following Service Enhancement Codes pursuant to the terms set out below. All references to an Enrolled Patient are intended to include an Enrolled Patient's parent or guardian where appropriate.

2.1 Preventive Care Management Service Enhancement Codes

A Service Enhancement Fee of \$6.86 is payable to a FHN Physician for each Enrolled Patient he or she contacts for the purpose of scheduling an appointment for one of the following Preventive Care Management tests / procedures:

2.1.1 Pap smear: Q001A

The Service Enhancement Fee may be claimed biennially for each Enrolled Patient, between 35 and 70 years of age and at risk of cervical cancer, who is contacted for the purpose of scheduling a Pap smear.

2.1.2 Mammography: Q002A

The Service Enhancement Fee may be claimed biennially for each female Enrolled Patient, between 50 and 70 years of age and at risk of breast cancer, who is contacted for the purpose of scheduling a mammography.

2.1.3 Influenza Vaccine for Enrolled Patients over 65: Q003A

The Service Enhancement Fee may be claimed annually for each Enrolled Patient, over the age of 65, who is contacted for the purpose of scheduling an influenza vaccination.

2.1.4 Immunizations for Enrolled Members under Two Years: A004A

The Service Enhancement Fee may be claimed once for each Enrolled Patient, between 18 months and 2 years of age, whose parent or guardian is contacted for the purpose of scheduling an appointment for required immunizations pursuant to the guidelines set by the National Advisory Committee on Immunization.

2.2 Conditions for claiming

A valid claim for one of the above Preventive Care Management Service Enhancement Fees is subject to the following conditions:

2.2.1. the FHN Physician may only claim the Service Enhancement Fee once one of the following has occurred:

- (a) the Enrolled Patient has responded to the FHN Physician's efforts to contact said Enrolled Patient by appearing for a scheduled appointment with the FHN Physician for the recommended test or procedure; or
- (b) the Enrolled Patient has responded to the FHN Physician's efforts to contact said Enrolled Patient by declining the recommended test or procedure, either verbally or in writing; or
- (c) the FHN Physician has provided two written notices to the Enrolled Patient (with the exception of a claim made under Code Q003A: Influenza Vaccine for Enrolled Patients over 65, in which case only one written notice is required) and telephoned the Enrolled Patient.

The written notices and the telephone call must meet the following requirements:

- (i) The written notices shall be sent via regular mail, e-mail or facsimile. The FHN Physician shall address the written notices to the Enrolled Patient and use the address provided by the Enrolled Patient in the Enrolment Form.
- (ii) The first written notice shall include the following information:
 - the specific test or procedure that is recommended;
 - the material risks and benefits of the test or procedure, and the recommended frequency of such test or procedure;
 - the date of when the test or procedure of the kind recommended was last received by the Enrolled Patient, if applicable; and
 - the name of a FHN contact person and telephone number for scheduling an appointment.
- (iii) The second written notice must be delivered one to three months after the first written notice and shall include the following:
 - an offer to schedule an appointment for the specific test or procedure that is being recommended;

- a description of the medical benefits of the test or procedure that is being recommended; and
- the name of a FHN contact person and telephone number for scheduling an appointment.

(iv) Telephone Call

The telephone call shall be made to the Enrolled Patient at the phone number the FHN has on record for the patient. The telephone call shall be made by a FHN Physician, a FHN nurse practitioner, or a member of the FHN staff in order to convey the medical benefit of the recommended test or procedure.

2.2.2 The FHN Physician must retain written records of all correspondence with the Enrolled Patient, including copies of the written notices, dates of delivery of the written notices and the date and a detailed description of the telephone call;

2.2.3 The Enrolled Patient who is contacted shall not already have had the test or procedure being recommended in the past two years, in the case of claims for codes Q001A and Q002A; or one year, in the case of claims for code Q003A;

2.2.4 If the written notice and telephone call made to an Enrolled Patient include a recommendation for more than one of the tests and procedures only one claim for a Preventive Care Management Service Enhancement Fee may be made.

2.2.5 The Preventive Care Management Service Enhancement Fee shall cover all costs associated with performing the requirements necessary to make a claim for codes Q001A, Q002A, Q003A and Q004A.

2.3. Cumulative Preventive Care Management Service Enhancement Codes

A FHN may claim the following Service Enhancement Codes on behalf of a FHN Physician who has administered a high cumulative level of preventive care to his or her roster of patients. A FHN may make one claim per year for each FHN Physician under each of the following four headings per year.

2.3.1 Influenza Vaccine for Enrolled Patients over 65

This Service Enhancement Fee is payable to the FHN and calculated annually on an individual FHN physician basis based on the percentage of Enrolled Patients rostered to the FHN Physician who are over the age of 65 and who have received the influenza vaccine appropriate for that influenza season and before December 31st of that fiscal year.

<u>Percentage of Enrolled Patients</u>	<u>Fee Payable</u>	<u>Service Enhancement Code</u>
60%	\$220	Q100
65%	\$440	Q101
70%	\$770	Q102
75%	\$1100	Q103
80%	\$2200	Q104

2.3.2 Pap smear

This Service Enhancement Fee is payable to the FHN and calculated annually on an individual FHN physician basis based on the percentage of female Enrolled Patients rostered to the FHN Physician who are between 35 and 70 years of age and who have had a Pap smear in either the current or previous fiscal year.

<u>Percentage of Enrolled Patients</u>	<u>Fee Payable</u>	<u>Service Enhancement Code</u>
60%	\$220	Q105
65%	\$440	Q106
70%	\$660	Q107
75%	\$1320	Q108
80%	\$2200	Q109

2.3.3 Mammography

This Service Enhancement Fee is payable to the FHN and calculated annually on an individual FHN physician basis based on the percentage of female Enrolled Patients rostered to the FHN Physician who are between 50 and 70 years of age and who have had a mammogram in either the current or previous fiscal year.

<u>Percentage of Enrolled Patients</u>	<u>Fee Payable</u>	<u>Service Enhancement Code</u>
55%	\$220	Q110
60%	\$440	Q111
65%	\$770	Q112
70%	\$1320	Q113
75%	\$2200	Q114

2.3.4 Immunizations for Enrolled Patients under Two Years

This Service Enhancement Fee is payable to the FHN and calculated annually on an individual FHN Physician basis based on the percentage of Enrolled Patients who are between 18 months and two years of age and are rostered to the FHN Physician and who have received all of the immunizations recommended by the National Advisory Committee on Immunization. To claim this Service Enhancement Fee, the FHN Physician must retain detailed records, including the name of the vaccine, lot number, manufacturer, date of immunization, and route of administration.

<u>Percentage of Enrolled Patients</u>	<u>Fee Payable</u>	<u>Service Enhancement Code</u>
85%	\$440	Q115
90%	\$1100	Q116
95%	\$2200	Q117

2.4 Targeted Medical Education Service Enhancement Codes Q555

A Service Enhancement Fee of \$100.00 per hour is payable annually to a FHN Physician for each hour that he or she spends at a continuing medical education conference or seminar, subject to the following condition:

- a) the conference/seminar must have been approved by a joint committee of the OMA, the Ministry, Institute of Clinical Evaluative Sciences, and the Ontario College of Family Physicians;
- b) a FHN Physician may claim a maximum of 24 hours per year; and
- c) the FHN Physician must retain proof of attendance at the conference/seminar.

3. Special Payment for Obstetrical Deliveries

3.1 A FHN Physician or FHN Contracted Physician shall receive an additional \$3,200 after submitting valid claims for five or more services from the list set out in Schedule 3 (attached) to five or more patients in any fiscal year.

4. Special Payment for Hospital Services

4.1 The FHN Physician or FHN Contracted Physician shall receive an additional \$5,000 after submitting valid claims for services totalling \$2,000 in any fiscal year from the list of services set out in Schedule 4 (attached).

5. Payments to FHN

5.1 All payments, except those set out in sections 2.4, 3, and 4, of this Appendix shall be made to the FHN and not to individual physicians.

5.2 The Base Rate Payment, together with payments under sections 1.3, 1.4, 1.5, and 2.1 of this Appendix as well as payments under Article 6.3 of the Agreement shall be made by the Ministry on a monthly basis by electronic deposit to the FHN bank account, established in accordance with the Governance Requirements.

5.3 Payments under sections 3 and 4 of this Appendix shall be paid in the month following the month in which the last claim for a service required to be made in order to be eligible for such payment was submitted to the Ministry by the FHN.

Appendix I Schedule 1: Ratio for Payment of Base Rate Payment and Special Payment by age and sex X (the					
	AGE CATEGORY	MALE	FEMALE	TOTAL	
	00-04	1.07	1.02	1.05	
	05-09	0.55	0.55	0.55	
	10-14	0.44	0.47	0.45	
	15-19	0.46	0.82	0.64	
	20-24	0.47	1.03	0.75	
	25-29	0.51	1.08	0.79	
	30-34	0.60	1.09	0.84	
	35-39	0.73	1.17	0.95	
	40-44	0.81	1.21	1.01	
	45-49	0.89	1.31	1.10	
	50-54	1.02	1.46	1.24	
	55-59	1.15	1.47	1.31	
	60-64	1.27	1.50	1.39	
	65-69	1.42	1.57	1.50	
	70-74	1.61	1.65	1.63	
	75-79	1.88	1.89	1.88	
	80-84	1.88	1.83	1.85	
	85-89	1.92	1.80	1.84	
	90+	1.74	1.44	1.51	

Note: (XXXX) is the multiplier for the base rate payment

		Appendix I Schedule 2
<u>Primary Care Reform:</u> Fee Codes included in the base rate payment		
	Fee	Fee Code Description
o	A001	Minor Assessments
o	A003	General Assessments
o	A004	General Reassessment
o	A007	Intermediate Assessments
o	A008	Mini Assessment
o	A110	Periodic Oculo-visual Assessment aged 19 years and below
o	A111	Periodic Oculo-visual Assessment aged 20 to 64 years
o	A112	Periodic Oculo-visual Assessment - additional assessment
o	A114	Periodic Oculo-visual Assessment aged 65 years and above
o	A903	Pre-dental General Assessment
o	A990	Daytime Premium - Monday to Friday
o	A994	Evenings (17:00h - 24:00h) Saturdays, Sundays, Holidays
o	A996	Nights (00:00h - 7:00h)
o	G001	Cholesterol test - in office
o	G002	Lab. Medicine in Private office - Glucose, quantitative or semi-quantitative
o	G004	Occult blood/lab med. in office
o	G005	Pregnancy test in office

o	G009	Urinalysis (in office)
o	G010	Urinalysis, routine -- in office
o	G011	Fungus culture incl. KOH & smear
o	G012	Wet preparation (fungus etc.) - in office
o	G014	Streptococcus test in office
o	G123	Nerve block - each additional
o	G197	Skin testing (allergy) - professional fee
o	G202	Allergy Hyposensitization (incl. assessment)
o	G205	Insect venom desensitization
o	G212	Hyposensitization/sole reason
o	G223	Nerve block - additional sites
o	G227	Nerve block - other cranial
o	G228	Nerve block - paravertebral
o	G231	Nerve blocks - somatic/peripheral nerves
o	G235	Nerve block - supraorbital
o	G271	Cardiovascular/anticoagulant supervision
o	G313	ECG, Professional Fee
o	G365	Pap Smear
o	G372	Intramuscular injection with visit
o	G373	Injection - infants (sole reason for visit)
o	G375	Intralesional infiltration
o	G377	Intralesional infiltration
o	G379	Injection intravenous/child/adult

o	G384	Injection/infants infiltration - tissues
o	G385	Intralesional infiltration - each additional site
o	G420	Otolaryngology/ear syringing/curettng
o	G435	Tonometry
o	G462	Polio vaccine - oral
o	G481	HB/HC screening in office
o	G482	Cardiovascular/ venipuncture child
o	G489	Venipuncture/adolescent, child
o	G525	Diagnostic Hearing Test
o	G527	Hearing Aid evaluation - or fitting
o	G538	Active immunization
o	G539	Immunization - sole reason for visit (1st visit)
o	G590	Active immunization - Influenza agent - with visit
o	G591	Active immunization - Influenza agent - sole reasont
o	G700	Basic office fee for G code procedures
o	K004	Family Psychotherapy
o	K005	Counselling - Individual Care
o	K006	Individual hypnotherapy (per 1/2 hour)
o	K007	Individual Psychotherapy
o	K008	Diagnostic interview/counselling, child, parent
o	K013	Counselling (per 1/2 hr)
o	K015	Counselling relatives
o	K017	Annual Health Exam - Child after 2nd birthday

o	Z101	Skin - inc. abscess/haem.
o	Z176	Skin suture/laceration < 5cm
o	E075	Geriatric general assessment premium for patient aged 75 or older
	<u>NOTES</u>	
1	Pro-rated Institutional Code: Z176	
(2)	Pro-rated GP Specialty Codes: A110, A111, A112, A114, G197, G700, K006, K007, K008	
(3)	E075 is the geriatric general assessment premium billed for patients aged 75 and older. We have included 20% of each A003 service in the Base Rate. 20% of the general assessment A003 @ \$52.50 is \$10.50. Since the premium E075 pays 20% of this assessment to patients aged 75 or older it was only applied to those age/sex cells.	

Appendix I Schedule 3

The following codes are used to determine whether a physician has met the threshold for the special payment for Obstetrical services:

P006 OBS-vaginal delivery

P009 Attend at labour/delivery by phys other than obstetrical consultant

P011 Attend labour same phys assts/anaes at Csect/op del

P018 OBS Caesarean section – procedure only

P020 OBS Op Del other than Caesarean section

P038 Attend labour patient transferred to another centre for delivery

P041 OBS Delivery Caesarean section with tubal interruption

Appendix I Schedule 4

The following codes are used to determine the threshold for payment of the special payment for hospital services:

A933 On-call general assessment

C002 Subsequent visits to 5 weeks

C003 General assessment

C004 General re-assessment

C005 Consultation

C006 Re-consultation

C007 Subsequent visits 6th to 13th week

C008 Concurrent care

C009 Subsequent visits after 13th week

C010 Supportive care

C121 Further fees for visits due to intercurrent illness

C777 Pronouncement of death

C905 Limited consultation in hospital

C933 On-call admission general assessment

APPENDIX J

CONSENT TO RELEASE ONTARIO DRUG BENEFIT PLAN INFORMATION

Physician Billing Number _ _ _ _ _
FHN Identifier _ _ _ _
Physician's Name _____
[To be completed by FHN Physician]

Patients who enroll with a Family Health Network doctor have the choice of completing and signing this consent form. By completing and signing this form, you give permission to the Ministry of Health and Long-Term Care (the "Ministry") to release to your family doctor information on all dispensed drugs paid for by the Ontario Drug Benefit Plan, including the dispensing date, the quantity dispensed, days supplied, prescription number and Drug/Product Identification Number.

Completing and signing this consent form is voluntary.

(PLEASE PRINT)

Health Card Number _ _ _ _ _ (_ _) Date of birth _ _ _ _ _
version code year month day

Last Name _____ First Name _____ Second Name _____

Mailing Address _____
street number and name or rural route or general delivery apartment number

town / city postal code

Home Address (if different from your mailing address)

street number and name or rural route or general delivery apartment number

town / city postal code

Home phone number () _____ - _____ Work or other phone number () _____ - _____

Family Doctor's Name: _____

I give the Ministry permission to release to my family doctor information relating to all dispensed prescription drugs paid by the Ontario Drug Benefit Plan.

 Patient signature Date _ _ _ _ _
year month day

☐ I am a legal guardian or attorney for personal care

 Last name First name Telephone number Signature year month day

This consent is automatically cancelled if your enrolment with your family doctor is terminated. You can cancel your consent at any time by writing to or phoning the Ministry. However, the information released to your doctor before that time will remain in your medical file. Collection of the information on this form is for the administration and operation of the Primary Care project and for health planning and co-ordination. It is collected for these purposes under the authority of the Ministry of Health Act, subsections 6(1) and (2) and the Ontario Drug Benefit Act, R.S.O. 1990, c.O.10, subsections 13(1) and (2). For information about collection practices, contact the Director, Registration and Claims Branch, at (613) 548-6559 or by mail, through the addresses listed for local Ministry of Health and Long-Term Care offices.