

GENERAL BLENDED PAYMENT TEMPLATE

12.13.06

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 -

***[Name of]* FAMILY HEALTH NETWORK**

Comprised of the following physicians:

[list all FHN Physicians]

(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_

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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 enrol 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) **“Enrolment Form”** means the enrolment 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 Enrolment 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 Medicine Professional Corporation consisting of FHN Physicians who are all voting shareholders of the corporation, and of which no non-FHN Physician is a voting shareholder, unless otherwise agreed to by the OMA and the Ministry in writing; 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
 - A Medicine Professional Corporation or Medicine Professional Corporations of which only FHN Physicians are voting shareholders and of which no non-FHN Physician is a voting member, unless otherwise agreed to by the OMA and the Ministry in writing;
- (j) **“FHN Physician”** means a signatory to either this Agreement or a FHN Physician Declaration who falls into one of the following categories of persons:
 - (i) a Physician in his/her personal capacity; or
 - (ii) a Medicine Professional Corporation whose voting shareholders are all Physicians providing FHN Services pursuant to this Agreement, unless otherwise agreed to by the OMA and the Ministry in writing;
- (k) **“FHN Physician Declaration”** means the Declaration in the form set out in Appendix B;
- (l) **“FHN Contracted Physician”** means a Physician or a Medicine Professional Corporation:
 - (i) who is not a FHN Physician;
 - (ii) who has been engaged under section 8.3 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 current Physician Services Framework Agreement between the OMA and the Ministry or such other revised, amended

or any new agreement which the OMA and the Ministry may enter into from time to time during the term of this Agreement;

(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*;

(t.1) **“Medicine Professional Corporation”** has the same meaning ascribed to the term Physician Corporation under O.Reg 665/05 made under the *Business Corporations Act R.S.O., c.B.16*;

(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, and the FHN Physicians, 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”** 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 three (3) FHN Physicians who are able to demonstrate to the satisfaction of the Ministry that they will be able to enrol a minimum of the following number of Enrolled Patients:

- (a) For groups of 3 FHN Physicians: 2,400 patients;
- (b) For groups of 4 FHN Physicians: 3,200 patients; and

- (c) For groups of 5 & more FHN Physicians: 4,000 patients.

Notwithstanding the foregoing, in the event that a FHN Physician is a Medicine Professional Corporation, each voting shareholder of the Medicine Professional Corporation shall be counted separately for the purposes of fulfilling the minimum group size requirement.

2.2 Deliverables

Prior to, or concurrent with, the Effective Date, the FHN Physicians shall:

- (a) deliver to the Ministry a completed Application for Group Registration in a form as may be required by the Ministry;
- (b) deliver to the Ministry signed FHN Physician Consent for Disclosure of Billing and Financial Information form, in the form of Appendix G; and
- (c) deliver to the Ministry 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.
- (d) communicate to the Ministry, the names of the FHN Physicians who are opting for Income Stabilization and deliver a signed copy of the Income Stabilization Undertaking in the form which is attached to Appendix "K".

2.3 Review of Governance Documents

Upon written request by the Ministry, the FHN Physicians shall provide a complete copy of the Governance Documents to the Ministry. If, after reviewing the Governance Documents, the Ministry 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 Ministry, rectify such inconsistencies or deficiencies and shall notify the Ministry of what changes have been made for such purposes.

2.4 Issuance of a FHN Identifier Number

After the Ministry 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 Ministry, 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 enrolment, an Insured Person;
- (b) an individual who resides within 100 kilometres of a location where the FHN Services are regularly provided;
- (c) not incarcerated in a provincial or federal correctional institution; and
- (d) not enrolled in another alternatively funded enrolled general practitioner service.

Patients enrol with an individual FHN Physician.

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

3.1.2 No Patient Enrolment Refused

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

3.1.3 Enrolment of Long-Term Care Patients

FHN Physicians shall have the option of enrolling their patients who reside in a Long-Term Care Facility provided that the enrolling FHN Physician offers enrolment to all of his/her patients who reside in the same Long-Term Care Facility. The Base Rate Payment for such enrolled patients, which is not age and sex adjusted, includes all codes set out in Appendix I Schedules 2 and 2A.

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 patient is:

- (a) at the time of enrolment, an Insured Person;
- (b) an individual who resides within 100 kilometres of a location where the FHN Services are regularly provided;
- (c) not incarcerated in a provincial or federal correctional institution; and
- (d) 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.

In the event that the FHN Physician is a Medicine Professional Corporation, patients shall be assigned to an individual voting shareholder designated by that corporation to act as its agent for the purposes of enrolment, including completing with the patient the Enrolment Form.

3.4 Enrolment Funding

Each FHN Physician shall receive an incentive in the amount of five dollars (\$5.00) on a per patient basis for the initial enrolment of patients in accordance with the provisions

contained herein for a twelve (12) month period beginning on his/her effective date of registration as a FHN Physician.

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 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 14;
- (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 Ministry Review

The Ministry 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 Ministry 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 Ministry 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 Ministry shall preclude the certification of the FHN

4.4 Certification

After the Ministry is satisfied that the FHN Physicians have fully complied with all of the requirements under this Agreement, the Ministry 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, co-ordinate or oversee the provision of the FHN Services. The FHN Physician to whom a patient is enrolled shall be responsible for providing, co-ordinating 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

- (a) 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.
- (b) Unless otherwise agreed to by the Ministry in writing, except for Recognized Holidays, and subject to Articles 5.2(iv) and 5.2(v), at least one FHN Physician office staffed by a FHN Physician or a FHN Contracted Physician shall be open outside of regular office hours for scheduled and unscheduled Enrolled Patient appointments/visits, according to the following minimum requirements (“Evening and Weekend Hours”):
- i. If the FHN consists of only three FHN Physicians, at least one FHN Physician office staffed by a FHN Physician or a FHN Contracted Physician, shall be open for a minimum three hour block of time on at least three of the following occasions: Monday to Thursday night after 5:00 p.m., or for a minimum three hour block of time on a weekend.
 - ii. If the FHN consists of only four FHN Physicians, at least one FHN Physician office staffed by a FHN Physician or a FHN Contracted Physician, shall be open for a minimum three hour block of time on at least four of the following occasions: Monday to Thursday night after 5:00 p.m., or for a minimum three hour block of time on a weekend.
 - iii. If the FHN consists of five or more FHN Physicians, at least one FHN Physician office staffed by a FHN Physician or a FHN Contracted Physician shall be open for a minimum three hour block of time on at least five of the following occasions: Monday to Thursday night after 5:00 p.m. and for a minimum three hour block of time on a weekend.
 - iv. If more than fifty percent (50%) of the FHN Physicians provide: (A) public hospital emergency room coverage, (B) public hospital anaesthesia services on a regular, ongoing basis, (C) obstetrical deliveries outside of regular office hours, or (D) any combination of services stated in (A), (B), and (C), then the obligation to provide Evening and Weekend Hours may be waived by the Ministry, at the written request of the Lead FHN Physician.
 - v. Notwithstanding any other provision in the Agreement, nurse practitioners shall be permitted to equitably contribute to the fulfillment of Evening and Weekend Hours coverage and bonuses on the following basis. Nurse practitioners are permitted to fulfill the obligation for one of the 3 hour blocks of Evening and Weekend Hours coverage per week for the FHN and shall

submit valid claims for those services rendered to FHN Enrolled Patients in accordance with section 6 of Appendix I.

- vi. 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 Ministry 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 must be offered separate and apart from the Public Hospital's Emergency Room services.
- vii. The FHN may provide a 3 hour block of coverage on Saturday, in place of one of the weekday Evening Hour blocks. The FHN may also provide a 3 hour block of coverage on Sunday, in place of one of the weekday Evening Hour blocks. If a 3 hour block of coverage is provided on both Saturday and Sunday, two of the weekday Evening Hour Blocks will be considered to have been met.

Notwithstanding the foregoing, in the event that a FHN Physician is a Medicine Professional Corporation, each voting shareholder of the Medicine Professional Corporation shall be counted separately for the purposes of determining the minimum requirements for Evening and Weekend Hours.

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 Ministry 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 Ministry Payment to FHN for THAS

The Ministry shall make a monthly payment of two thousand dollars (\$2,000) to each FHN which has at least five (5) FHN Physicians. The Ministry shall make a monthly payment of four hundred dollars (\$400) multiplied by the number of FHN Physicians per month to FHNs with 3 - 4 FHN Physicians. These payments are 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 Ministry, 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 Ministry.

Notwithstanding the foregoing, in the event that a FHN Physician is a Medicine Professional Corporation, each voting shareholder of the Medicine Professional Corporation shall be counted separately for the purposes of determining the THAS on-call block of coverage and payment.

6.4 Multiple FHNs and On-Call Service

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

ARTICLE 7 : GROUP MANAGEMENT AND LEADERSHIP PAYMENT

7.1 GMLP Payment

Starting on the Commencement Date the FHN shall be entitled to a Group Management and Leadership Payment (“**GMLP**”) equal to one dollar (\$1.00) per year for each patient rostered with all FHN physicians to a maximum payment to the FHN in any year of twenty-five thousand dollars (\$25,000). Such payment shall be paid monthly and prorated pursuant to section 1.9 of Appendix I.

ARTICLE 8 : FHN PHYSICIANS AND STAFFING

8.1 Incoming FHN Physicians

Where a Physician seeks to join a FHN, the Lead FHN Physician shall provide the Ministry 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 Ministry shall review the documents and, where the Ministry is satisfied with the documents, the Ministry 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 Ministry’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 Ministry confirming the admission of the new FHN Physician into the FHN.

8.2 Departing FHN Physicians

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

8.3 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 within fourteen (14) days of its execution; and
- (c) the FHN Contracted Physician has signed and sent to the Ministry 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.

8.4 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.

8.5 Nurse Practitioners

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

ARTICLE 9 : RECORDS and INFORMATION MANAGEMENT, CONFIDENTIALITY

9.1 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.

9.2 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.

9.3 Retention of Enrolment Forms

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

9.4 Retention of Enrolment and Financial Records

The records referred to in Article 15 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 10 : REPORTS TO THE MINISTRY

10.1 Enrolment Information to the Ministry

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

10.2 FHN Facility and Hours of Operation Information

The Lead FHN Physician shall regularly provide to the Ministry 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.

10.3 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.

ARTICLE 11 : RELATIONSHIP AMONG PARTIES

11.1 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.

11.2 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 12 : TERM, RENEWAL AND TERMINATION

12.1 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.

12.2 Termination of Agreement for Convenience

Notwithstanding anything else to the contrary contained herein, the FHN, 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.

12.3 Termination of Agreement for Cause

Subject to section 12.5 below, if the FHN or the Ministry 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 Party, 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 Party.

12.4 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 shall be entitled either:

- (a) to terminate this Agreement in accordance with the provisions of section 12.3 (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 Ministry may terminate this Agreement in accordance with section 12.3 (b) above. In the event that the FHN Physician(s) is/are removed, the payment calculation for the FHN shall be recalculated.

12.5 Material Breaches

For purposes of sections 12.3 and 12.4 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 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.

12.6 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.

12.7 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 13 : PAYMENT

13.1 Payment

Except as set out in Sections 3.4, 6.3 and 7.1, 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, unless otherwise specified in Appendix I.

13.2 Exception

Except for section 6.2 (THAS Services) and section 3.1.1 (Patient Enrolment) nothing in this Agreement prevents or restricts the FHN, FHN Physicians or FHN Contracted Physicians from charging for uninsured services.

13.3 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 for any reason, the Ministry 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, 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.

13.4 Deduction for Debt by FHN

Notwithstanding anything in this Agreement, where, after certification, the FHN owes a debt to the Ministry, because of an overpayment by the Ministry 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 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 forthwith any monies owing and the FHN Physicians shall be liable in equal shares for such debt.

13.5 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 rendered prior to certification 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.

13.6 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.

13.7 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*.

13.8 OMA Dues

In accordance with section 21.3 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 14 : INSURANCE, LIABILITY, INDEMNIFICATION PROVISIONS

14.1 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.

14.2 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 14.4, 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 14.1.

14.3 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 shall have no obligations or liability howsoever arising from the internal administration or management of the FHN.

14.4 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 14.1, 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.

14.5 General requirements of insurance policies

The insurance policies referred to in paragraph 14.4 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 14.5.

ARTICLE 15 : AUDIT AND VERIFICATION

15.1 Financial

Books of account, financial records regarding the receipt and administration of all amounts paid by the Ministry, electronic transaction logs and Enrolment 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, 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 shall reimburse the FHN for the costs of such photocopies. The Ministry 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 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 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*.

15.2 Enrolment Verification – Ministry

The Ministry 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 shall remove such person from the FHN Physician's list of Enrolled Patients and shall give immediate notice of the removal to the Lead FHN Physician. Where, after reasonable efforts, the Ministry cannot verify that a person remains a validly Enrolled Patient, the Ministry 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.

15.3 Enrolment Audit Process

The Ministry 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 Ministry 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 shall remove the person from the FHN Physician's list of enrolled Patients and shall give immediate notice of such removal to the Lead FHN Physician. Where, after reasonable efforts, the Ministry cannot verify that a person remains a validly Enrolled Patient, the Ministry 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 16 : AMENDMENTS

16.1 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.

16.2 Amendment of the Agreement

The Parties acknowledge and understand that, pursuant to the terms of the Framework Agreement and a Memorandum of Understanding among the Ministry and the OMA, only the Ministry and the OMA, with the approval of the Minister, may negotiate amendments to 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 12.2. If no notice of termination is given, the FHN shall be deemed to have accepted the amendment as at its effective date.

16.3 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 17 : GENERAL PROVISIONS

17.1 Application of this Article

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

17.2 Evaluation and Monitoring

17.2.1 Participation

FHN Physicians and FHN Contracted Physicians agree that they shall participate in and co-operate 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.

17.2.2 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.

17.3 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.

17.4 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.

17.5 Governance - General

Upon the written request of the Ministry at any time during the term of this Agreement, the FHN Physicians shall promptly provide a complete copy of the Governance Documents to the Ministry. 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 Ministry 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.

17.6 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.

17.7 Enrolment – General:

17.7.1 Removal from Enrolment

A FHN Physician may remove any person from enrolment if:

- (a) the person consistently fails to fulfil the obligations of the Enrolment 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.

17.7.2 Enrolment 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 enrolment in accordance with section 17.7.1;
- (g) is granted a Ministry-approved extended absence pursuant to the Act.
- (h) becomes a resident of a Long Term Care Facility and the FHN Physician chooses not to offer enrolment to all of his/her patients who reside in the same Long-Term Facility in accordance with section 3.1.3;
- (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 is in receipt of evidence that one or more of the events set out in section 17.7.2 has occurred, the Ministry 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 17.7.2 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.

17.7.3 Professional Rights and Obligations

Nothing in this section 17.7 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.

17.7.4 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 Enrolment Form, for adding or removing a person as an Enrolled Patient, or for processing information changes.

17.7.5 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.

17.8 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.

17.9 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.

17.10 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.

17.11 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.

17.12 Assignment of Agreement/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.

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.

17.13 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.

17.14 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.

17.15 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 Enrolment 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 Income Stabilization

17.16 Entire Agreement

Subject to Article 16, 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.

17.17 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 OMA, to:

General Counsel, OMA

525 University Avenue, Suite 300
Toronto, ON
M5G 2K7
Fax: (416)340-2946

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

Lead FHN Physician

[insert name and address of Lead FHN Physician]

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

Manager West and Capitated Models Unit, Primary Health Care Team

1075 Bay Street, 10th Floor
Toronto ON M5S 2B1
Fax: (416) 326-4684

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.

17.18 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.

17.19 Information Technology

FHN Physicians shall be entitled to participate in the Physician IT Program in accordance with the provisions of Appendix "F", attached hereto.

17.20 Dispute Resolution

Any disputes among the parties arising from matters under this Agreement may be referred to the Physician Services Committee ("PSC") for consideration.

17.21 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: _____

Date: _____

FHN PHYSICIANS

Witness

Date

Witness

Date

Witness

Date

Witness

Date

Witness

Date

Witness

Date

THE ONTARIO MEDICAL ASSOCIATION

Per: _____

Authorized Signing Officer

Date: _____

APPENDIX A



Ministry of Health
and Long-Term Care

Patient Enrolment and Consent to Release Personal Health Information

Your family doctor is a member of a primary health care **Patient Enrolment Model (PEM)**. Family doctors work in patient enrolment models to give you and your family continued access to quality primary health care services.

Enrolling with a family doctor who is participating in a PEM is your choice. If you choose to enrol, please fill out this form, **using a black or blue ball point pen**, as follows:

- To enrol **yourself** *complete Sections 1 & 3*
- To enrol **yourself** and up to **two** children under 16 years of age and/or dependent adults for whom you are a parent, legal guardian or attorney for personal care *complete Sections 1, 2 & 3*
- To enrol children under 16 years of age and/or dependent adults for whom you are a parent, legal guardian or attorney for personal care but **not** yourself *complete Sections 2 & 3*
- To enrol **more than two** children under 16 years of age or dependent adults for whom you are a parent, legal guardian or attorney for personal care *complete Sections 2 & 3 on a separate form*

Note: *If the mailing address includes a post office box (P.O. Box), rural route (R.R.), or general delivery, you must also complete the residence address.*

If your family doctor is not already identified or is incorrectly identified in Section 4, please print his or her name inside the box in Section 4.

Your family doctor will acknowledge your enrolment form in Section 4 and will provide you with a copy for your records.

For questions about enrolment and consent, filling out this form or to receive additional forms, please call INFOline at 1 888 218-9929 (TTY 1 800 387-5559).

Instructions:

1. Remove this instruction page.
2. Complete the form as instructed above.
3. Read the back of the form and Section 3 before signing it.
4. Return all copies of the completed form in the envelope provided.

(Cette formule est aussi disponible en format bilingue. Pour recevoir une copie, composez : 1 888 218-9929)



Ministry of Health
and Long-Term Care

Patient Enrolment and Consent to Release Personal Health Information

Microfilm use only

Please PRINT using black or blue ballpoint pen.

Collection of the information on this form is under the authority of the Ministry of Health Act, subsection 6(1) and (2) and the Health Insurance Act, R.S.O. 1990, c. H.6, s. 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, Box 48, 48 Place d'Armes, Kingston ON K7L 5J3, INFOline tel. 1 888 218-9929 or by mail through the addresses listed for local Ministry of Health and Long-Term Care offices.

Section 1 – I want to enrol myself with the family doctor identified in Section 4

Last Name		First Name		Second Name	
Health Number		Version Code	Mailing Address	Apartment # Street No. and Name or P.O. Box, Rural Route, General Delivery	
Date of Birth (yyyy/mm/dd)		Sex <input type="checkbox"/> M <input type="checkbox"/> F		City/Town Postal Code	
Send notices from my family doctor's office to me by: <input type="checkbox"/> regular mail <input type="checkbox"/> email (if possible)			Residence Address or same as mailing address <input type="checkbox"/>	Apartment # Street No. and Name or Lot, Concession and Township	
Email Address:				City/Town Postal Code	

Section 2 – I want to enrol my child(ren) under 16 and/or dependent adult(s) with the family doctor identified in Section 4

A Last Name		First Name		Second Name	
Health Number		Version Code	Mailing Address or same as Section 1 <input type="checkbox"/>	Apartment # Street No. and Name or P.O. Box, Rural Route, General Delivery	
Date of Birth (yyyy/mm/dd)		Sex <input type="checkbox"/> M <input type="checkbox"/> F		City/Town Postal Code	
I am this person's <input type="checkbox"/> parent <input type="checkbox"/> legal guardian <input type="checkbox"/> attorney for personal care			Residence Address or same as Section 1 <input type="checkbox"/>	Apartment # Street No. and Name or Lot, Concession and Township	
				City/Town Postal Code	
B Last Name		First Name		Second Name	
Health Number		Version Code	Mailing Address or same as Section 1 <input type="checkbox"/>	Apartment # Street No. and Name or P.O. Box, Rural Route, General Delivery	
Date of Birth (yyyy/mm/dd)		Sex <input type="checkbox"/> M <input type="checkbox"/> F		City/Town Postal Code	
I am this person's <input type="checkbox"/> parent <input type="checkbox"/> legal guardian <input type="checkbox"/> attorney for personal care			Residence Address or same as Section 1 <input type="checkbox"/>	Apartment # Street No. and Name or Lot, Concession and Township	
				City/Town Postal Code	

Section 3 – Signature

I have read and agree to the Patient Commitment, the Consent to Release Personal Health Information and the Cancellation Conditions on the back of this form. I acknowledge that this Enrolment 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.

I am signing on behalf of (check all that apply)

☐ myself ☐ child(ren) ☐ dependent adult(s)

My Name

last name

first name

Signature

X

Date (yyyy/mm/dd)

Home Telephone No.

()

Work Telephone No.

()

Family Doctor's Signature

X

(Include Billing no. and Group no.)

Date (yyyy/mm/dd)

Patient Enrolment and Consent to Release Personal Health Information

Patient Commitment

I agree to contact my family doctor, (or if applicable the group to which my family doctor belongs or the designated Telephone Health Advisory Service if available to me), when I, or my enrolled child(ren) or dependent adult(s), need primary care medical advice or treatment. I promise to do this unless there is an emergency or I am travelling away from home.

I agree that if I or the person(s) I have signed for move, I will contact my family doctor's office or the ministry (see box below) with a new address and telephone number.

I understand that I can end my enrolment with this family doctor and enrol with another family doctor after six weeks have passed from the date that I complete and sign this form (immediately if I have moved). However, I agree not to change the doctor with whom I am enrolled more than twice a year.

I understand that by enrolling a child under 16 or a dependent adult, my signature on the front of this form means that I agree to these terms and conditions on behalf of that person. When an enrolled child reaches 16 years of age, the ministry will contact him or her to confirm enrolment/consent with the family doctor.

Consent to Release Personal Health Information

I understand that my family doctor will be able to offer better medical care if I permit my family doctor and the ministry to share appropriate and relevant information relating to my health.

I agree to allow my family doctor, other family doctors in the Patient Enrolment Model (if applicable) and the ministry to exchange the information in this form related to my enrolment.

I agree that my family doctor and the ministry can exchange information about my name, address and telephone number.

I agree to allow the ministry to release the following specific information to my family doctor:

- dates of immunizations (flu shots, etc.)
- dates of preventive care screening services (pap tests, mammograms, etc.)
- dates of service, fees paid and fee codes of primary health care services provided to me by a family doctor outside my family doctor's Patient Enrolment Model (if applicable).

If the Telephone Health Advisory Service is available to me, I agree to allow my family doctor and the ministry to exchange only the following information with the designated Telephone Health Advisory Service: my name, health number and version code, address, date of birth, gender.

I understand that this consent to release personal health information ends when:

- My enrolment with my family doctor ends or
- I cancel my consent by writing or telephoning the Ministry of Health and Long-Term Care (see box below).

The ministry will inform my family doctor when the consent is no longer valid. However, I understand that the information already released to my family doctor will remain in my medical file.

Cancellation Conditions

Enrolment with my family doctor and my consent to release personal health information will end when:

- I cancel my enrolment by writing my family doctor or by writing or telephoning the ministry (see box below);
- I no longer qualify for health care services under the *Health Insurance Act (Ontario)*;
- the Patient Enrolment Model to which my doctor belongs no longer exists;
- my family doctor chooses to discontinue acting as my family doctor in accordance with the College of Physicians and Surgeons of Ontario guidelines;
- I enrol with another family doctor; or
- the ministry grants me an extended absence.

My enrolment with my family doctor and my consent to release personal health information may end when:

- I consistently fail to meet the obligations to which I agreed in the Patient Commitment (above);
- my family doctor leaves this Patient Enrolment Model;
- I become a resident of a long-term care facility;
- I am imprisoned in a provincial or federal correctional institution; or
- I move outside the geographic area where the Patient Enrolment Model to which my family doctor belongs regularly provides services.

Contact Information:

Ministry of Health and Long-Term Care
P.O. Box 48, Station Main
Kingston ON K7L 9Z9
Call: INFOline 1 888 218-9929
TTY 1 800 387-5559

(Cette formule est aussi disponible en format bilingue. Pour recevoir une copie, composez : 1 888 218-9929)

APPENDIX B
as amended January 1, 2006

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**”)

SECTION ONE: FHN PHYSICIAN DECLARATION	
In the event the FHN Physician is a natural person, please complete the box below:	In the event the FHN Physician is a Medicine Professional Corporation please complete the box below:
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 the undersigned physician and the FHN for the services to be provided as set out under the Agreement, the undersigned physician, [insert name of physician] hereby declares and acknowledges as follows:	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 [insert name of Medicine Professional Corporation] and the FHN for the services to be provided as set out under the Agreement, [insert name of Medicine Professional Corporation], a body corporate duly incorporated under the laws of the Province of Ontario, hereby declares and acknowledges as follows:

1. The undersigned has received a copy of the Agreement and reviewed and fully understand the terms of the Agreement. The undersigned agrees to be bound by all of the terms of the Agreement.
2. Upon the Ministry confirming the undersigned’s status as a FHN Physician, the undersigned, with the support of the Ministry and in accordance with a timetable to be agreed to between the Ministry and the FHN, hereby agrees to offer each patient in his/her practice or, in the practice of each voting shareholder of the [insert name of Medicine Professional Corporation], as applicable, 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, the undersigned 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 the undersigned breaches any of the claim, payment or funding provisions set out in the Agreement, or where the undersigned owes 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 the undersigned 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 the undersigned 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 the undersigned, the FHN shall be entitled to deduct such amounts from any amounts payable to the undersigned by the FHN.

5. The undersigned has executed all FHN Governance Documents either in my personal capacity or, if applicable, as a shareholder in my professional corporation, and consent to the disclosure 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. The undersigned acknowledges and agrees 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. The undersigned confirms that Dr. _____, as Lead FHN Physician, and Dr. _____ as Associate FHN Physician, have the authority to act on my/our 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 _____

In the event the FHN Physician is a natural person:

Signature: Physician

Witness

OR

In the event the FHN Physician is a Medicine Professional Corporation:

The [insert name of corporation] hereby further represents, warrants to and covenants with the Ministry as follows:

1. The [insert name of corporation] is a corporation duly incorporated and validly subsisting pursuant to the laws of Ontario;
2. The [insert name of corporation] has full power and authority to enter into this Agreement and to observe, perform and comply with the terms and conditions of this Agreement, and all necessary action and procedures have been taken in order to enter into and authorize this Agreement; and
3. The [insert name of corporation] holds and shall continue to hold all registrations and certificates necessary to carry on business in Ontario and to perform its obligations under this Agreement.

Signature: Authorized Signing Officer

Witness

Name and Title: _____

I have the authority to bind the [insert name of Professional Corporation]

AND

SECTION TWO: SHAREHOLDER ACKNOWLEDGEMENT	
To be completed in the event the FHN Physician is a Medicine Professional Corporation by each voting shareholder of that corporation:	
Name of Voting Shareholder: Billing Number:	Office Address: Phone Number: Fax Number:
Name of Voting Shareholder: Billing Number:	Office Address: Phone Number: Fax Number:
Etc. for each voting shareholder of the corporation	

We, the undersigned physicians, being all of the voting shareholders in the [insert name of professional corporation], hereby acknowledge and agree that the Ministry's rights as set out in sections 3 and 4 of this Declaration, and sections 13.3 and 13.4 of the Agreement, shall apply to each one of us in our personal capacities.

List Names of each voting shareholder:

Name:

Witness

Name:

Witness

Etc.

AND

SECTION THREE: LEAD PHYSICIAN DECLARATION
--

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
as amended January 1, 2006

**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**”)

SECTION ONE: FHN CONTRACTED PHYSICIAN DECLARATION	
In the event the FHN Contracted Physician is a natural person, please complete the box below:	In the event the FHN Contracted Physician is a Medicine Professional Corporation please complete the box below:
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 the undersigned physician and the FHN for the services to be provided as set out under the Agreement, the undersigned physician, [insert name of physician] hereby declares and acknowledges as follows:	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 [insert name of Medicine Professional Corporation] and the FHN for the services to be provided as set out under the Agreement, [insert name of Medicine Professional Corporation], a body corporate duly incorporated under the laws of the Province of Ontario, hereby declares and acknowledges as follows:

1. The undersigned has received a copy of the Agreement and have reviewed and fully understand the terms of the Agreement. The undersigned agrees to be bound by all applicable terms of the Agreement.
2. As long as the undersigned is a FHN Contracted Physician the undersigned 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. The undersigned acknowledges and agrees 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 the undersigned breaches any of the claim, payment or funding provisions set out in the Agreement, or where the undersigned owes 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 the undersigned 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 the undersigned 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 the undersigned, the FHN shall be entitled to deduct such amounts from any amounts payable to the undersigned by the FHN.

5. The undersigned confirms that Dr. _____, as Lead FHN Physician, and Dr. _____ as Associate FHN Physician, have the authority to act on my/our 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 _____

In the event the FHN Contracted Physician is a natural person:

Signature: Physician

Witness

OR

In the event the FHN Contracted Physician is a Medicine Professional Corporation:

The [insert name of corporation] hereby further represents, warrants to and covenants with the Ministry as follows:

1. The [insert name of corporation] is a corporation duly incorporated and validly subsisting pursuant to the laws of Ontario;
2. The [insert name of corporation] has full power and authority to enter into this Agreement and to observe, perform and comply with the terms and conditions of this Agreement, and all necessary action and procedures have been taken in order to enter into and authorize this Agreement; and
3. The [insert name of corporation] holds and shall continue to hold all registrations and certificates necessary to carry on business in Ontario and to perform its obligations under this Agreement.

Signature: Authorized Signing Officer

Witness

Name & Title: _____

I have the authority to bind the [insert name of Professional Corporation]

AND

SECTION TWO: SHAREHOLDER ACKNOWLEDGEMENT

To be completed in the event the FHN Contracted Physician is a Medicine Professional Corporation by each voting shareholder of that corporation:

Name of Voting Shareholder:	Office Address:
Billing Number:	Phone Number:
	Fax Number:
Name of Voting Shareholder:	Office Address:
Billing Number:	Phone Number:
	Fax Number:
Etc. for each voting shareholder of the corporation	

We, the undersigned physicians, being all of the voting shareholders in the [insert name of professional corporation], hereby acknowledge and agree that the Ministry's rights as set out in sections 3 and 4 of this Declaration, and sections 13.3 and 13.4 of the Agreement, shall apply to each one of us in our personal capacities.

List Names of each voting shareholder:

Name:

Witness

Name:

Witness

Etc.

AND

SECTION THREE: LEAD PHYSICIAN DECLARATION

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

as amended January 1, 2006

**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. Medicine Professional Corporation – Shareholders:

Where the FHN is a Medicine Professional Corporation, all voting 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, Medicine Professional Corporations:

Where the FHN is composed of one or more of:

- (i) natural persons;
- (ii) partnerships;
- (iii) Medicine Professional 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 voting 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;
- (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;
- (a) 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;
- (b) adopt and implement information management protocols that give due regard to appropriate patient confidentiality and are consistent with this Agreement and applicable law; and
- (c) 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

Physician IT Program

1. The Physician IT Program will be available for a period of 3 years from the commencement of the Program.
2. Information technology will be provided to FHN Physicians through the Physician IT Program. The Physician IT Program will be managed by and delivered by the OMA or its agents.
3. The Physician IT Program includes the following elements:
 - 3.1 OntarioMD.ca – Provides FHN Physicians with free access, for the term of this Appendix, to an internet portal that contains healthcare-related information and access to services.
 - 3.2 Approved Clinical Management System Products (“CMS”) – Provides FHN Physicians with a list of Clinical Management System products, either Local Solution or Application Service Provider (ASP), that create electronic medical records (“EMR”) and integrate billing and scheduling functionality. The CMS list will be periodically updated to add new information technology products or to remove current products.
 - 3.3 Transition Support Program – Provides FHN Physicians with free access, for the duration of the Physician IT Program, to change management products and tools and a Transition Support Program Specialist to support the acquisition, implementation, and adoption of information technology.
 - 3.4 Secure Network Connectivity – Provides FHN Physicians with free access to the Smart Systems for Health Agency (“SSHA”) network or a network provider approved by SSHA.
 - 3.5 Secure eMail Communication – Provides FHN Physicians with free access to a SSHA secure eMail account.
 - 3.6 Primary Care IT Funding Plan – Provides FHN Physicians who elect to participate (“Participating Physicians”) with a funding subsidy towards the acquisition, implementation and adoption of information technology. The amount of the funding subsidy will be dependent on the information technology option selected by a Participating Physician. Participating Physicians must apply for the Primary Care IT Funding Plan during the 3 year period the Physician IT Program is available and agree to the Terms and Conditions of the Primary Care IT Funding Plan.
 - 3.6.1 Comprehensive Package - Under the Comprehensive Package option, Participating Physicians will receive funding to acquire, install and implement an Approved CMS Product.
 - 3.6.1.1 A one-time site readiness grant of \$4500, per Participating Physician, to be used to prepare the office environment(s) for the installation and use of the Approved CMS Product.
 - 3.6.1.2 A \$600 monthly funding subsidy, per Participating Physician, for a period of 36 months for the acquisition, implementation and maintenance of a CMS.

- 3.6.1.3 A one-time performance recognition bonus of \$2500 per Participating Physician on establishment of an EMR for either two-thirds (2/3) or 600, whichever is less, of their rostered patients. For the purposes of the performance recognition bonus, the EMR is expected to contain demographic profile, current prescriptions, current immunizations, details of any allergies, and a patient problem list.
 - 3.6.2 Physician Desktop Package – Under the Physician Desktop Package, Participating Physicians will receive a one-time funding grant of \$2000 to be used to purchase a personal computer that includes an office productivity suite, an Internet browser, and a printer.
4. Primary Care IT Funding Plan Terms and Conditions
- 4.1. To receive funding through the Primary Care IT Funding Plan, Participating Physicians must agree to the following Terms and Conditions that remain in effect for the period during which Primary Care IT Funding Plan payments are made to the FHN.
 - 4.2. Participating Physicians in the Comprehensive Package must:
 - 4.2.1. Acquire and implement a CMS.
 - 4.2.2. Acquire the same CMS within their FHN.
 - 4.2.3. Have ready access to a CMS from their examination room(s) and/or office environment including the ability to access the Internet and print confidential information.
 - 4.2.4. Have installed the necessary server/network infrastructure to support their technology environment.
 - 4.3. Participating Physicians in the Physician Desktop Package must acquire equipment that meets or exceeds minimum standards available through the Transition Support Program Scope of Work document.
 - 4.4. Participating Physicians selecting a CMS (Local Solution) must install the CMS on a computer located in the office of each Participating Physician or on a server located in the office of one Participating Physician on behalf of all Participating Physicians or on a server located in a hospital at the request of all Participating Physicians. Each Participating Physician must retain exclusive ownership and control of his or her EMR.
 - 4.5. Each Participating Physicians is responsible for any tax obligations that arise from his or her receipt of funding from the Primary Care IT Funding Plan.
 - 4.6. The Participating Physicians must enter into an agreement governing the ownership of the information technology acquired through the Primary Care IT Funding Plan.
 - 4.7. Participating Physicians must implement and use the SSHA network or, if SSHA is unable to provide a network connection to a Participating Physician, a network connection provided through a network provider approved by SSHA.
 - 4.8. Participating Physicians must implement and use a SSHA secure e-mail account.

- 4.9. Participating Physicians will register with the SSHA Registration Management System. Such registration can occur through various mechanisms including the OMA or its agents. OMA or its agents may register physicians and their staff for use of all services provided by OMA or its agents. OMA or its agents may also act as a registration agent for SSHA.
- 4.10. Participating Physicians and/or their authorized Lead FHN Physician must complete the following documents available through the Transition Support Program. The documents have been approved by the Ministry and the OMA. Changes to the documents will be subject to review and approval by the Ministry and the OMA.
- Letter of Intent v1.0
 - Notice of Change v1.0 (when applicable)
 - Vendor Contract Declaration Form v1.0
 - Electronic Funds Transfer Form v1.0
 - Scope of Work Document v1.0 for each Participating Physician Location
 - Go-Live Declaration v1.0
 - Performance Recognition Declaration v1.0
- 4.11. Primary Care IT Funding Plan payments will be made to the FHN. The FHN will make appropriate arrangements with Participating Physicians with respect to the disbursement of the Primary Care IT Funding Plan payments.
- 4.12. Primary Care IT Funding Plan payments will be made by electronic bank deposit.
- 4.13. Primary Care IT Funding Plan payments for the Comprehensive Package will be made as follows:
- 4.13.1. Payment of the site readiness grant will be issued to the FHN with 30 days of the OMA's receipt and acceptance of the Vendor Contract Declaration form.
 - 4.13.2. Payment of the monthly subsidy will commence within 60 days of OMA's receipt and acceptance of the Go-Live Declaration form.
 - 4.13.3. Payment of the performance recognition bonus will be issued within 60 days of OMA's receipt and acceptance of the Performance Recognition Declaration form.
- 4.14. Primary Care IT Funding Plan payments for the Physician Desktop Package will be made within 60 days of the OMA's receipt and acceptance of a Go-Live Declaration form.
- 4.15. In the event that there are changes within the FHN that affect the Primary Care IT Funding Plan payments, the FHN must complete and submit a Notice of Change as set out below.
- 4.15.1. The FHN is required to notify OMA within 30 days of a Participating Physician's departure from the FHN. It is recognized that in accordance with Schedule H of the FHN Agreement, the Lead FHN Physician must also provide notice to the OMA and the Ministry in the event of the death or maternity or disability leave of a FHN Physician within 30 days of such event. For the purposes of the Primary Care IT Funding Plan, the FHN is entitled to replace a Participating Physician and may be

entitled to continued funding from the Primary Care IT Funding Plan for a replacement Participating Physician.

- 4.15.2. A physician replacing a Participating Physician funded under the Physician Desktop Package is not eligible to receive funding under the Physician Desktop Package.
- 4.15.3. A physician replacing a Participating Physician funded under the Comprehensive Package, is eligible to receive any remaining monthly subsidy payments associated with the departing physician. The replacement physician is not eligible to receive additional site readiness funding.
- 4.15.4. Where a departing Participating Physician selected the Comprehensive Package, the OMA reserves the right to reduce the FHN's monthly subsidy payment if a replacement Participating Physician is not found within 6 months of the departure date.
- 4.15.5. New FHN Physicians are entitled to apply for funding from the Primary Care IT Funding Program.
- 4.15.6. Where a Participating Physician elects to upgrade from the Physician Desktop Package to the Comprehensive Package, the FHN may apply for funding from the Primary Care IT Funding Program. The FHN is eligible to receive the site readiness grant, less the \$2000 payment already provided under the Physician Desktop Program, the monthly subsidy, and the performance recognition grant.
- 4.16. The Participating Physicians and their staff must participate in appropriate training on the use and functionality of the information technology they select.
- 4.17. The Participating Physicians will be required to agree to develop a disaster recovery plan and a business continuity plan for their Approved CMS Product.
- 4.18. The Participating Physicians will be required to authorize OMA and/or its representatives at all reasonable times, and with reasonable notice, to audit any information technology installations, invoices, and documents related to the Primary Care IT Funding plan that are in the possession or under the control of the Group.
- 4.19. Participating Physicians acknowledge that the OMA may discontinue Primary Care IT Fund payments for a Participating Physician who has either not implemented or ceased to use the EMR.
- 4.20. Participating Physicians acknowledge that the OMA may terminate Primary Care IT Fund payments, if the FHN breaches any of the Primary Care IT Funding Plan Terms and Conditions.
5. Liability – None of the OMA, OMAeS, the Ministry, nor any of their directors, officers, employees or agents shall be liable to the FHN or FHN Physicians for any damages, injury, claims, costs or losses of any kind arising out of or in any way related to the Physician IT Program.
6. Amendments
 - 6.1. In recognition of the changing information technology environment and the government's commitment to an eHealth Strategy, changes may be needed to the Physician IT Program to take advantage of new opportunities. Changes to the Physician IT Program elements or to the Primary Care IT Funding Plan Terms and Conditions will be reflected through an amendment to this Appendix prior to implementation.

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**”)

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:

- (a) date of service;
- (b) fee code for service, where applicable;
- (c) amount paid for service; and
- (d) base rate payment 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) base rate payment 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, 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 Enrolment within 60 days. Where the Enrolled Patient does not confirm his or her Enrolment to the FHN Physician within the 60 days, the enrolment 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, and to the OMA and 30 days' written notice to his or her Enrolled Patients.

2. Departing FHN Physician – Ceasing to Practice Medicine

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, and 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-enrolment of such patients, with the assistance of the Ministry, will be required.

3. Departing FHN Physician because of Death

The Lead FHN Physician shall provide the Ministry 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-enrolment of such patients, with the assistance of the Ministry, 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 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
As Amended March 30, 2005

PAYMENT

Note: The payments set out in sections 5, 6, 7 and 8 apply as of the Issuance Date.

1.1 Base Rate Payment

- (a) 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.

(b) **Base Rate Payment for Enrolled Patients in Long Term Care Facilities:**

Effective on the later of April 1, 2006 and the Commencement Date, the Base Rate Payment on and following the Commencement Date for Enrolled Patients who reside in Long-Term Care Facilities shall be \$941.16 (net) per annum and shall not be age and sex adjusted.

The value of this Base Rate Payment shall be revised periodically thereafter in accordance with the appropriate fee-for-service increases set out in, and over the term of, the Framework Agreement. The subsequent revisions to the value of this Base Rate Payment shall be confirmed and agreed to by the OMA and the Ministry and notice of the resulting new value shall thereafter be communicated to the FHN Physicians.

In order to be eligible for this payment, the FHN Physician shall meet the additional service obligations set out in section 1.1(c) of this Appendix.

(c) **Additional Service Obligations as of April 1, 2006:**

In addition to the service obligations contained herein, the FHN Physician shall meet the following further obligations relating to the care of an Enrolled LTC Patient:

1. Completing a medication review every three months;
2. Conducting all discussions relating to the Enrolled LTC Patient with the care staff of the Long-Term Care Facility;
3. Except for Recognized Holidays, participating in telephone calls from the Long Term Care Facility in respect of the Enrolled LTC Patient during reasonable and regular office hours from Monday through Friday; and
4. Performing on average two assessments per month per Enrolled Patient.

(d) **Blended Fee-For-Service Payment for Services Provided to Enrolled Patients in Long Term Care Facilities:**

The Ministry shall pay to the FHN on behalf of each of its FHN Physicians and FHN Contracted Physicians 10 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 such Enrolled LTC patients.

1.1.1 Comprehensive Care Capitation Payments

Effective on the later of October 1, 2005 and the Commencement Date, a FHN Physician shall be entitled to the following average monthly comprehensive care capitation rates for each Enrolled Patient:

- a. An average monthly capitation rate of \$1.42 per Enrolled Patient;
- b. Twelve (12) months thereafter the average monthly capitation rate will increase to \$1.80 per Enrolled Patient; and
- c. On January 1, 2008 the average monthly capitation rate in paragraph (a) will increase to \$1.50 and the average monthly capitation rate in paragraph (b) will increase to \$2.15.

The actual age and sex adjusted capitation rates may be calculated by multiplying the rates listed in Schedule 1A of this Appendix by the dollar amount quoted above.

1.1.2 Seniors Care Premium

As of October 1, 2005, a FHN Physician shall be entitled to a complex care premium of 15% on the Comprehensive Care Capitation Payments set out in section 1.1.1 of this Appendix for Enrolled Patients 70 years of age and older. As of January 1, 2008, this premium will apply to Enrolled Patients 65 years of age and older.

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 Excluded Insured 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.

1.5.1 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 (the “Multiplier”). As of April 1, 2005, the Multiplier shall be increased periodically in accordance with the appropriate fee-for-service increases set out in, and over the term of, the Framework Agreement. The new values, as agreed to by the OMA and the Ministry, are set out below:

Fiscal Period	Multiplier
April 1, 2005 – March 31, 2006	\$45,000
April 1, 2006 – March 31, 2007	\$47,500
April 1, 2007 – March 31, 2008	\$48,500

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 0.2065. 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 specialists, FHN Physicians for Insured Services described as Core Services in Schedule 2 provided to Enrolled Patients during the semi-annual period, and general practitioner specialists who provide:
 - (i) oculovisual assessments (A110, A112); and
 - (ii) Effective the later of April 1, 2005 and the Commencement Date, GP Psychotherapy, as defined for the purposes of the Agreement as a Physician whose annual billing amounts for the following codes has totalled 50% or greater of their total annual fee-for-service billings in the preceding twelve (12) months: K004, K006, K007, K010, K011, K012, K024, and K025.

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 2400

In the case where the average number of Enrolled Patients per FHN Physician exceeds 2400, 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 2400 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 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 and who is not excluded from the target population (as set out in section 2.3.2 of this Appendix), who is contacted for the purpose of scheduling a Pap smear.

2.1.2 Mammogram: 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 and who is not excluded from the target population (as set out in section 2.3.3 of this Appendix), who is contacted for the purpose of scheduling a mammogram.

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: Q004A

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 Ministry supplied immunizations pursuant to the guidelines set by the National Advisory Committee on Immunization.

2.1.5 Colorectal Screening: Q005A

Effective the later of April 1, 2006 and the Commencement Date, the Service Enhancement Fee may be claimed biennially for each Enrolled Patient, between 50 and 74 years of age (inclusive), at risk of colorectal cancer and who is not excluded from the target population (as set in section 2.3.5 of this Appendix), who is contacted for the purpose of scheduling a fecal occult blood test.

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.

For the purposes of subsections (a), (b) and (c) above, 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, Q002A and Q005A; 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, Q004A and Q005A.

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 five 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, are not excluded from the target population (as set out below), and who have had a Pap smear in the previous 24 months as of March 31, 2004 or in the previous 30 months as of March 31, 2005 and every subsequent March 31 thereafter.

<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

The following Enrolled Patients are excluded from the target population for pap smears:

- (i) Female Enrolled Patients who have had a hysterectomy; and
- (ii) Female Enrolled Patients who are being treated for cervical diseases that preclude regular screening for pap testing.

The applicable exclusionary code for pap smears is Q140.

2.3.3 Mammogram

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, are not excluded from the target population (as set out below), and who have had a mammogram in the previous 24 months as of March 31, 2004 or in the previous 30 months as of March 31, 2005 and every subsequent March 31 thereafter.

<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

The following Enrolled Patients are excluded from the target population for mammograms:

- (i) Female Enrolled Patients who have had a mastectomy; and
- (ii) Female Enrolled Patient who are being treated for clinical breast disease.

The applicable exclusionary code for mammograms is Q141.

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 Ministry supplied immunizations recommended by the National Advisory Committee on Immunization in the previous 24 months as of March 31, 2004 or in the previous 30 months as of March 31, 2005 and every subsequent March 31 thereafter.

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

2.3.5 Colorectal Screening

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 50 and 74 years of age (inclusive), are not excluded from the target population (as set out below) and who have had a fecal occult blood test in the previous 30 months as of April 1, 2006 and every subsequent March 31 thereafter.

<u>Percentage of Enrolled Patients</u>	<u>Fee Payable</u>	<u>Service Enhancement Code</u>
15%	\$220	Q118
20%	\$440	Q119
40%	\$1,100	Q120
50%	\$2,200	Q121

In order to be eligible for this Service Enhancement Fee, the FHN Physician's evaluation will include a review of the Enrolled Patient's family history and fecal occult blood test, where appropriate. The current Cancer Care Ontario guidelines will apply for ambiguous or positive results. To claim this Service Enhancement Fee, the FHN Physician must retain detailed records documenting the provision of this service, his/her evaluation and the results of the same.

The following Enrolled Patients are excluded from the target population for colorectal screening:

- (i) Enrolled Patients with known cancer being followed by a physician;
- (ii) Enrolled Patients with known inflammatory bowel disease;
- (iii) Enrolled Patients who have had colonoscopies within five (5) years;
- (iv) Enrolled Patients with a history of malignant bowel disease; and
- (v) Enrolled Patients with any disease requiring regular colonoscopies for surveillance purposes.

The applicable exclusionary code for colorectal screening is Q142.

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 Payments

Effective the later of April 1, 2005 and the Commencement Date, a FHN Physician is eligible to qualify for each of the special payments described below in any fiscal year. Special payments will not be paid for both obstetrical deliveries and prenatal care. The provision of any services listed in sections 3.4, 3.5, and 3.6 by a nurse practitioner will count towards the FHN Physician's fulfillment of the obligations to qualify for each of these Special Payments provided that the nurse practitioner submits valid claims for these services on behalf of the FHN Physician in accordance with the provisions of this Appendix. The Lead FHN Physician shall submit to the Ministry the authorization documents, in the form set out in Schedule 3 to this Appendix, prior to the nurse practitioner providing any services under this section

3.1 Special Payment For Obstetrical Deliveries

A FHN Physician shall receive an additional \$3,200.00 after submitting valid claims for five (5) or more services from the list set out in Schedule 4 (attached) to five (5) or more patients in any fiscal year.

3.2 Special Payment For Hospital Services

A FHN Physician shall receive an additional \$5,000.00 after submitting valid claims for services totalling \$2,000.00 in any fiscal year from the list of services set out in Schedule 5 (attached).

Effective the later of April 1, 2005 and the Commencement Date, the amount payable shall be increased from \$5,000.00 to \$7,500.00 for FHN Physicians who are located in either:

- (i) an area with a score on the OMA Rurality Index of Ontario ("OMA RIO") greater than 45 (the "Designated RIO Area"); or
- (ii) one of the following five (5) Northern Urban Referral Centres: Sudbury, Timmins, North Bay, Sault Ste Marie or Thunder Bay, or such other northern community that may be agreed to in writing by the OMA and the Ministry.

In order to be eligible for the \$7,500.00 payment, either the office the FHN Physician regularly provides FHN Services (as registered with the Ministry) or the hospital in which he/she regularly provides hospital services will be located in the Designated RIO Area or the Northern Urban Referral Centre (as the case may be).

3.3 Special Payment For Palliative Care

A FHN Physician shall receive an additional \$2,000.00 after submitting valid claims for fee schedule code K023 for four (4) or more palliative care patients in any fiscal year.

3.4 Special Payment For Office Procedures

A FHN Physician shall receive an additional \$2,000.00 after submitting valid claims for services to FHN Enrolled Patients totalling \$1,200.00 or more in any fiscal year from the list of services set out in Schedule 6 (attached).

3.5 Special Payment For Prenatal Care

A FHN Physician shall receive an additional \$2,000.00 after submitting valid claims for fee schedule codes P003 and/or P004 for prenatal care during the first 28 weeks of gestation for five (5) or more FHN Enrolled Patients in any fiscal year.

3.6 Special Payment For Home Visits (Other Than Palliative Care)

A FHN Physician shall receive an additional \$2,000.00 after submitting valid claims for fee schedule codes A901 and/or A902 for one hundred (100) or more home visits to FHN Enrolled Patients in any fiscal year.

4. Payments To FHN

4.1 All payments, except those set out in Sections 2.4, 3, 5, and 13 of this Appendix shall be made to the FHN and not to individual physicians.

Notwithstanding any other provision contained herein, effective the later of April 1, 2006 and the Commencement Date, the FHN Physicians may elect as a group to have any one or more of the payments set out in sections 1.1, 1.1.1, 1.1.2, 1.3, 1.4, 1.5, 2.1, 2.3, 6, 7, 7.1, 8, 9, 10, 11, and 12 of this Appendix and section 3.4 of the Agreement made to the individual FHN Physician instead of to the FHN. For further certainty, the preceding list does not include section 1.5.1 of this Appendix. In order to be eligible for this option, all FHN Physicians must unanimously agree on which of the eligible payments will be directed to the individual FHN Physician instead of to the FHN. The Lead FHN Physician shall advise the Ministry in writing of the election made by the FHN Physicians in the form agreed to by the OMA and the Ministry. The Lead FHN Physician shall furthermore be responsible for advising any new Physician who thereafter joins the FHN of the election, if any, made by the FHN Physicians and any such new Physician shall be bound by the terms of said election.

4.2 Subject to any election made under section 4.1 above, the Base Rate Payment, together with payments under Sections 1.1.1, 1.1.2, 1.3, 1.4, 1.5, 1.5.1, 1.7, 2.1, 2.3, 6, 7, 7.1, 8, 9, 10, 11, 12 and 14 of this Appendix as well as payments under Sections 3.4, 6.3 and 7.1 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.

4.3 Payments under Section 3 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.

5. Premiums for Primary Health Care of Patients with Serious Mental Illness

A FHN Physician shall receive an additional \$1,000 per fiscal year when during that fiscal year, at least five patients with diagnoses of bipolar disorder or schizophrenia are rostered with the FHN Physician. Fee Schedule codes for services provided to these patients must be accompanied by tracking code Q021 for schizophrenia and tracking code Q020 for bipolar disorder, and the patient must be rostered in order for the premium to be paid.

A FHN Physician shall receive an additional \$1,000 (\$2,000 in total) for the Mental Health Care premium for at least an additional 5 patients (i.e. at least 10 patients in total) subject to the rules provided above.

Note: The Mental Health Premium will be paid to the FHN Physician by the claims payment system based on claims data.

6. After Hours Premium

The Ministry shall pay the FHN a 20% premium on the full value of fee codes A001, A003, A004, A007, A008, A888, K005, K013, and K017 for valid claims for Evening and Weekend Hours Services provided to Enrolled Patients in accordance with Section 5.2.

A shadow billing code Q012 must accompany each submitted claim in order for the premium to be paid.

A FHN Physician who provides services on Recognized Holidays shall be entitled to receive payment of the After Hours Premiums for such services to Enrolled Patients.

7. New Patient Fee

The Ministry shall pay the FHN \$100 for each New Patient that is enrolled up to a maximum of 50 patients per fiscal year. For each such enrolment a shadow billing code, Q013, must be billed in order for payment to be made. In addition, a 10% premium shall be added to this payment for those New Patients between 65 and 74 years of age and a 20% premium shall be added for those patients 75 and over.

Note: In order for this fee to be paid, the FHN Physician must, in addition to enrolling the patient, complete with the patient a “New Patient Declaration Form” as set out in Schedule 7 of this Appendix. The Patient Declaration form requires the FHN Physician to agree to provide ongoing Comprehensive Care to the enrolled patient. Please note that the Ministry will undertake periodic reviews of claims for new patients and may request access to the New Patient Declarations, or contact the Physician, or contact the patient to verify the accuracy of the claims.

7.1 New Graduate-New Patient Fee

Effective the later of July 1, 2005 and the Issuance Date, a FHN Physician who qualifies as a New Graduate shall be eligible to receive the New Patient Fee of \$100.00 for each New Patient that he/she enrolls up to a maximum of 150 patients during his/her first year of comprehensive primary care practice.

For the purposes of this Agreement, a New Graduate is a physician, including an International Medical Graduate, who graduated no more than three (3) years prior to the date that he/she signs the FHN Agreement.

For each such enrolment a shadow billing code, Q033A, must be billed in order for payment to be made. In addition, a 10% premium shall be added to this payment for those New Patients between 65 and 74 years of age and a 20% premium shall be added for those patients 75 and over.

Note: In order for this fee to be paid, the FHN Physician must, in addition to enrolling the patient, complete with the patient a “New Patient Declaration Form” as set out in Schedule 7 of this Appendix. The Patient Declaration form requires the FHN Physician to agree to provide ongoing Comprehensive Care to the enrolled patient. Please note that the Ministry will undertake periodic reviews of claims for new patients and may request access to the New Patient Declarations, or contact the Physician, or contact the patient to verify the accuracy of the claims.

8. Newborn Care Episodic Fee

The FHN shall receive an additional payment of \$12.50 for approved claims for up to 8 well baby visits (A007) to Enrolled Patients in the first year of life (“Newborn Fee”). The add-on code, Q014 must accompany each submitted claim in order for the premium to be paid.

As of April 1, 2004 and periodically thereafter, the value of the Newborn Fee shall be revised in accordance with the appropriate fee-for-service increases set out in, and over the term of, the Framework Agreement. The subsequent revisions to the value of the Newborn Fee shall be confirmed and agreed to by the OMA and the Ministry and notice of the resulting new value shall thereafter be communicated to the FHN Physicians.

9. Unattached Patient Fee

Effective the later of October 1, 2005 and the Issuance Date, an incentive in the amount of \$150.00 will be paid to the FHN on a per patient basis for the enrolment of the acute care patient previously without a family physician, following the patient's discharge from an in-patient hospital visit. The payment of this incentive is subject to the FHN Physician enrolling the patient within three months of accepting responsibility for providing for the patient comprehensive care. This fee is not payable in addition to the New Patient Fee set out in sections 7 and 7.1 of this Appendix.

For each such claim, a shadow billing code Q023 must be submitted in order for payment to be made.

Note: In order for this fee to be paid, the FHN Physician must, in addition to enrolling the patient, complete with the patient a "Unattached Patient Declaration Form" as set out in Schedule 8 of this Appendix. The Unattached Patient Declaration Form requires the FHN Physician to agree to provide ongoing Comprehensive Care to the enrolled patient. Please note that the Ministry will undertake periodic reviews of claims for new patients and may request access to the Unattached Patient Declarations, or contact the Physician, or contact the patient to verify the accuracy of the claims.

10. Diabetes Management Incentive

Effective the later of April 1, 2006 and the Commencement Date, a FHN Physician shall receive an annual fee of \$60 per Enrolled Patient for coordinating, providing, and documenting all required elements of care for diabetic patients.

In order to be eligible for this fee, the FHN Physician shall complete a flow sheet in respect of the diabetic Enrolled Patient that includes required elements of diabetes management and complication risk assessment consistent with the Canadian Diabetes Association 2003 Clinical Practice Guidelines.

In order for this incentive to be paid, a shadow billing code, Q040A, must be submitted either separately or in combination with other fee-for-service codes once all elements of the flow sheet are completed.

11. Add-on Initial Smoking Cessation Fee

Effective the later of April 1, 2006 and the Commencement Date, a FHN Physician shall receive an annual incentive fee of \$15 added to the normal visit fee for dialogue with an Enrolled Patient who smokes.

The FHN Physician shall document the smoking cessation dialogue by either referring to the Smoking Cessation Guidelines for Physicians or completing the Smoking Cessation Flow Sheet developed by the Ministry and the OMA or, alternatively, documenting the completion of the 5A model of the Clinical Tobacco Intervention program.

In order for this fee to be paid, a FHN Physician must submit a shadow billing code, Q041A, with one of the following fee-for-service codes with the same service date:

A001A, A003A, A004A, A005A, A006A, A007A, A008A, A903A, K005A, K007A, K013A, K017A, P003A, P004A, P005A, P008A, W001A, W002A, W003A, W004A, W008A, W010A, W102A, W104A, W107A, W109A and W121A.

The Ministry shall pay a FHN Physician a maximum of one Add-on Initial Smoking Cessation Fee per Enrolled Patient per year.

12. Smoking Cessation Counselling Fee

Effective the later of April 1, 2006 and the Commencement Date, a FHN Physician shall be entitled to an incentive for each of a maximum of two (2) follow-up counselling sessions in the twelve (12) months following the service date of a valid Add-on Smoking Cessation Fee (Q041A) for the Enrolled Patient who has committed to quit smoking. This incentive will be equal to the adjusted value of A007 over the term of the Framework Agreement plus \$1.50.

In order for this incentive to be paid, the FHN Physician shall submit a shadow billing code, Q042A, for \$1.50 in conjunction with an intermediate assessment (A007) with the same service date.

The FHN Physician shall document each of the two counselling sessions by either utilizing the Smoking Cessation Guidelines for Physicians and completing the Smoking Cessation Flow Sheet developed by the Ministry and the OMA or, alternatively, shall use other guidelines and flow sheets that reflect similar elements and document accordingly.

13. Rurality Gradient

Effective the later of April 1, 2006 and the Commencement Date, FHN Physicians shall be eligible to qualify for a rurality premium on the basis of their score on the OMA RIO. Beginning at a score of 45 on the OMA RIO, a FHN Physician shall be eligible to receive a payment of \$5,000 per fiscal year. This payment shall be increased by \$1,000 for each further score of 5 on the OMA RIO.

For the purposes of determining eligibility for this payment, the FHN Physician's score on the OMA RIO shall be based on the location of the office in which the FHN Physician regularly provides FHN Services (as registered with the Ministry).

14. Office Practice Administration

Effective the later of April 1, 2007 and the Commencement Date, the FHN shall be entitled to partial funding to support the cost of administrative functions of the FHN. These administrative functions will include, but will not be limited to, group administration, group on-call and extended hours organization, assistance with Information Technology implementation and planning for interdisciplinary teams.

The FHN's entitlement to funding shall be conditional on the FHN Physicians hiring an administrator to perform these functions and determined on the basis of the number of FHN Physicians who comprise the FHN in accordance with the scale set out below.

The Lead FHN Physician shall notify the Ministry in writing within twenty-one (21) days of any change in the number of FHN Physicians who comprise the FHN or if the FHN Physicians no longer employ an administrator. The Lead FHN Physician shall submit to the Ministry on an annual basis a written statement confirming the engagement of an administrator, the total number of hours worked and the administrative functions performed by the administrator.

<i>Number of FHN Physicians</i>	<i>Eligible Funding</i>
5-7	\$12,500
8-14	\$17,500
15-25	\$25,000

Appendix I Schedule 1: Ratio for Payment of Base Rate Payment and Special Payment by age and sex

	AGE CATEGORY	MALE	FEMALE	TOTAL		
	00-04	1.06	1.01	1.04		
	05-09	0.55	0.54	0.55		
	10-14	0.44	0.46	0.45		
	15-19	0.46	0.82	0.64		
	20-24	0.46	1.04	0.74		
	25-29	0.50	1.07	0.79		
	30-34	0.58	1.08	0.83		
	35-39	0.72	1.17	0.95		
	40-44	0.80	1.20	1.01		
	45-49	0.88	1.30	1.11		
	50-54	1.02	1.46	1.25		
	55-59	1.16	1.48	1.33		
	60-64	1.28	1.51	1.41		
	65-69	1.44	1.59	1.53		
	70-74	1.67	1.70	1.70		
	75-79	2.01	2.03	2.02		
	80-84	2.10	2.10	2.10		
	85-89	2.35	2.39	2.38		
	90+	2.65	2.71	2.69		

Note: The value of the multiplier for the base rate payment is as follows:

October 1, 2006 – December 31, 2006	\$110.01
January 1, 2007 – March 31, 2007	\$110.74
April 1, 2007 – December 31, 2007	\$111.84
January 1, 2008 and thereafter	\$112.94

Note Senior's Premium: as of October 1, 2005, a FHN Physician shall be eligible for a complex care premium of 15% on the Base Rate Payment set out in this Schedule for Enrolled Patients 70 years of age and older. As of January 1, 2008, this premium will apply to Enrolled Patients 65 years of age and older.

Appendix I**Schedule 1A****CAPITATION RATE CALCULATOR – COMPREHENSIVE CARE CAPITATION PAYMENTS**

Average Enrolment with Estimated Monthly Comprehensive Care Fee Calculation		
Monthly Comprehensive Care Fee per Enrolled Patient		
Age Range	Male	Female
	Monthly Rate	Monthly Rate
0-4	1.06	1.01
5-9	0.56	0.54
10-14	0.44	0.46
15-19	0.46	0.82
20-24	0.46	1.04
25-29	0.50	1.08
30-34	0.58	1.08
35-39	0.72	1.17
40-44	0.80	1.20
45-49	0.88	1.30
50-54	1.02	1.46
55-59	1.16	1.47
60-64	1.27	1.51
65-69	1.44	1.59
70-74	1.67	1.70
75-79	2.01	2.03
80-84	2.11	2.10
85-89	2.35	2.39
90+	2.65	2.70

		Appendix I Schedule 2
Core Services: Fee Codes included in the base rate payment		
	Fee code	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	A112	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)
	E070	Geriatric General Assessment Premium – patient aged 70 or older
	E071	Geriatric Intermediate Assessment Premium – patient aged 70 or older
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	G197	Skin testing (allergy) - professional fee
o	G202	Allergy Hyposensitization (incl. Assessment)
o	G205	Insect venom desensitization
o	G212	Hyposensitization/sole reason
o	G271	Cardiovascular/anticoagulant supervision
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/curettage
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	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 reason
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

Note: the addition of E070 and E071 to the menu of fee codes is effective October 1, 2005.

Appendix I Schedule 2a: Fee codes included in the Long-Term Care Base Rate Payment.
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Fsc	Desc
A001A	Minor Assess. - F.P./G.P.
A003A	Gen. Asses. - F.P./G.P. Annual Health with Diag. Code 917
A004A	Gen. Re-Assess. - F.P./G.P.
A007A	Intermed. Assess./Well Baby Care - F.P./G.P./Paed.
A008A	Mini Assessment - F.P./G.P.
A110A	GP Periodic oculo-visual assessm. ages 19 or below
A112A	GP Periodic oculo-visual assessm. ages 65 and over
A903A	Pre-dental Gen. Assess. FP/GP
A990A	Spec. visit Each daytime (Mon. to Fri.)
A994A	Nights Sp. Visit Office(5 pm to 12 mn), Sat/Sun/Hol First Pt.
A996A	Spec. Visit Nights (12 mn to 7 am), First Pt.
E070A	Geriatric General Assessment Premium – patient aged 70 or older
E071A	Geriatric Intermediate Assessment Premium – patient aged 70 or older
G001A	Lab.med.in office -Cholesterol total
G002A	Lab.med.in office -glucose quant/semi-quantitative
G004A	Lab.med.in office -occult blood
G005A	Lab.med.in office- pregnancy test
G009A	Lab.med.in office -urinalysis routine
G010A	Lab.med.in office-one/more parts of G009 w/out microscopy
G011A	Lab.med.in office-fungus culture incl.KOH & smear
G012A	Lab.med.in office-wet prep'tion (fungus,trichm.parasites)
G014A	Lab.Med. - Streptococcus in office
G197A	Allergy-skin tests prof.comp.to G209
G202A	Allergy-hyposensitization 1/more inj (incl. assess)
G212A	Allergy-hyposens inj.(G700+G202) (sole reason visit)
G271A	Cardiov/Anticoag supervision - telep. advice - per mth
G365A	Gynaec.Papanicolaou smear
G372A	Inj/inf.intramusc/subcut/intraderm.with visit
G373A	Inj/inf.as G372 but sole reason for visit 1st inj.

G375A	Intrales.infil.one/two lesions
G377A	Intrales.infil.3/more
G379A	Inj/inf.intravenous-child/adult
G384A	Inj/inf.infiltration tissues,trigger point
G385A	Inj/inf.each add'l site add to G384(max 2)
G420A	Otolaryng - ear syringing/curettng (not with Z907)- unilat/bilat.
G435A	Ophthal – Tonometry
G481A	Lab.med.in office -Hb./Hct.screen any method/instr.
G482A	Cardiovasc. - Venipuncture - child
G489A	Cardiovasc. - Venipuncture - adolescent/adult
G525A	Otolaryng - Diagnostic Hearing Tests - prof comp to G440
G538A	Inj/inf immunization per visit each injection or additional Flu inject.
G539A	Immunization sole reason first injection Flu injection vaccine
G590A	Active Immunization influenza agent with visit
G591A	Active Immunization influenza agent sole reason
K004A	Family - Psychotherapy - (2 or more) per 1/2 hr
K005A	Primary Mental Health Care
K006A	Individual - Hypnotherapy - per 1/2 hr
K007A	Individual - Psychotherapy - per 1/2 hr./GP
K008A	Diag. Interview/counselling child/parent, per 1/2 hr
K013A	Counselling - per 1/2 hr Limit 3 per year per phys only Educ Dial
K015A	Counselling - Catastrophic on behalf of pt see para B20(c)
K017A	Ann. Health Exam. - Child after second birthday no Diag.req'd.
Z101A	Skin - Inc. Abscess/haematoma Subcut. Local anaes - one
Z176A	Skin-Suture/lac-up to 5 cm
W001A	General Practice-Subseq. visits per mth. - Chr/Conval Hosp/LTIC
W002A	General Practice-First four visits per mth. - Chr/Conval Hosp/LTIC
W003A	General Practice-First two visits per mth. - Nurs. Home/Aged
W004A	Gen. Pract.-Gen. Re-Assess. in Nurs. Home/covered by Ext. Care Legisl.
W008A	Subseq. Visits - Nurs. Home/Aged - Covered by Ext. Care Leg
W102A	Adm. Assess. Type 1 - Chr/Conval Hosp - LTIC - GP
W104A	Adm. Assess. Type 2 - Chr/Conval Hosp - LTIC - GP
W105A	Consult. - Chr/Conval. Hosp - LTIC – GP
W106A	Repeat Consult. - Chr/Conval Hosp - LTIC – GP

W107A	Adm. Assess. Type 3 - Chr/Conval Hosp - LTIC - GP
W109A	Ann. Phys. Exam - Chr/Conval Hosp - LTIC – GP
W121A	LTIC Ac. Intercurrent illness, in excess of monthly max
W777A	Visit for Pronouncement of Death LTIC
W872A	Terminal Care N.H/G.P. Family Pract.
W882A	Terminal Care - Chron. Hosp/N.Homes etc.,G.P./Fam. Pr.
W903A	Pre-dental/pre-surg. Gen. Assess.

Note: As of April 1, 2006 the following fee codes shall be added to the Long Term Care Base Rate Payment: W010, E430, G003, G006, G007, G008, W771, W972, G394, K070, K071, and K072.

Note: the addition of E070 and E071 to the menu of fee codes is effective October 1, 2005.

Appendix I Schedule 3**Nurse Practitioner Authorization for Primary Care Harmonized Model Agreements**

We the undersigned agree that services rendered by the Primary Care Nurse Practitioner(s) that we employ, within the scope of his/her practice will be counted towards our targets for Home Visits, Prenatal Care and Office Procedure Special Premiums in accordance with Appendix E, section 7.4 of the 2004 Memorandum of Agreement. Furthermore we agree that such services will be shadow billed and paid at zero for the exclusive purposes of tracking such services and including them when calculating Special Premiums under our Primary Care Harmonized Model Agreements.

AGREED:

Name of Primary Care Group	Group ID
Name of Primary Care Lead Physician	Lead Physician Signature
	Date

Nurse Practitioner(s):

Name	RN (EC) Billing Number	Signature	Effective Date
Name	RN (EC) Billing Number	Signature	Effective Date
Name	RN (EC) Billing Number	Signature	Effective Date

Additional Requirements: (forms to be completed by the Primary Care NP)

- 1) *Undertaking by Physician/Practitioner for Participation in Machine Readable Input (MRI) form*
- 2) *Electronic Data Transfer (EDT) Undertaking and Acknowledgement form*

Note:

- The NP must wait for confirmation from PHCT that he/she has been affiliated with the group prior to submitting his/her services.
- The NP must be approved for diskette/electronic submission prior to submitting his/her services.
- The NP must be added to your billing software system and NP services must submit claims using his/her RN (EC) Billing Number (starts with 7#####).
- NP services will be subject to normal OHIP processing rules and regulations (e.g. must have valid Health Number and Version Code, six month submission deadline, etc.).
- NP services will be subject to any processing rules associated with your Primary Care Harmonized Model Agreement (e.g. only services provided to your enrolled patients will accumulate).
- The NP should only shadow bill for claims associated with the Home Visit, Prenatal Care, and Office Procedures Special Premiums.

- Where the NP is Ministry funded, submission of claims for these premiums does not change any program requirements the NP currently has with regards to performance reporting (e.g. continue to submit reports as per Ministry funding contract).
- Shadow billed claims should be submitted with the fee billed amount listed in the current Schedule of Benefits, but will be processed and reported at zero payment. You may wish to discuss this with your software vendor.

Please complete and return forms to your Ministry site team at the appropriate address below:

Ministry of Health and Long-term Care
Primary Health Care Team
1075 Bay Street, 9th Floor
Toronto, ON M5S 2B1

Ministry of Health and Long-Term Care
Primary Health Care Team
80 Queen Street, 3rd Floor
Kingston, ON K7K 6W7

Appendix I Schedule 4

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
- 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 5

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 6 th to 13 th week
C008	Concurrent care
C009	Subsequent visits after 13 th 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
H001	Newborn Care

Appendix I Schedule 6

The following codes are used to determine whether a physician has met the threshold for the special payment for office procedures. The procedures must have been done in the physician's office.

G420 Ear syringing and or extensive curetting or debridement

Incision: Abscess or Hematoma

Z101 Local anaesthetic – subcutaneous – one

Z173 - two

Z174 - three or more

Z103 Palmar or plantar spaces

Z106 Ischiorectal or pilonidal

Z104 perianal

Z114 Foreign body removal local anaesthetic

Z118 Aspiration of superficial lump for cytology

Z116 Biopsy(s) - any method when sutures are used

Z113 - any method when sutures are not used

Excision (with or without Biopsy) with the following fee schedule codes:

GROUP 1 - E.G. VERRUCA, KERATOSIS, PYOGENIC GRANULOMA

Z156 Removal by excision and suture – single lesion

Z157 two lesions

Z158 three or more lesions

Z159 Removal by electrocoagulation and or curreting single lesion

Z160 two lesions

Z161 three or more lesions

GROUP 2 NEVUS

Z162 Removal by excision and suture – single lesion

Z163 two lesions

Z164 three or more lesions

GROUP 3 – PLANTAR VERRUCA

Z166 Removal by excision and suture – single lesion

Z167 two lesions

Z168 three or more lesions

Removal by electrocoagulation and/or curetting

Z169 single lesion

Z170 two lesions

Z171 three or more lesions

GROUP 4 –CYST, HEMANGIOMA, LIPOMA

Face or neck

Z122 Local anesthetic –single lesion

Z123 two lesions

Z124 three or more lesions

Other areas

Z125 Local anesthetic – single lesion

Z126 two lesions

Z127 three or more lesions

GROUP 5 – OTHER LESIONS

Z096 Lipoma – 5-10 cm

Malignant Lesions including biopsy of each lesion – single or multiple sites

Face or Neck – simple excision

R048 single lesion

R049 two lesions

R050 three or more lesions

Other areas – simple excision

R094 single lesion

R040 two lesions

R041 three or more lesions

Face or neck – curettage, electrodesiccation or cryosurgery

R018 single lesion

R019 two lesions

R020 three or more lesions

Other areas - curettage, electrodesiccation or cryosurgery

R031 single lesion

R032 two lesions

R033 three or more lesions

TREATMENT OF NASAL HEMORRHAGE

Z314 cauterization (IOP) –unilateral

Z315 anterior packing - unilateral

Z316 posterior packing – uni- or bilateral

Injection – Joint

G370 Bursa, joint, ganglion or tendon sheath and/or aspiration

G371 each additional site or area (to a max of 3)

OPERATION ON THE MUSCULOSKELETAL SYSTEM

Reduction - Fractures

F004 Phalanx – no reduction, rigid immobilization

F005 closed

E558 Each additional

F006 Intra-articular - closed

F008 Metacarpal – no reduction, one or more, rigid immobilization

F009 closed

E504 Each additional

F012 Bennett's – no reduction, rigid immobilization

F013 closed

F102 Carpus – no reduction, rigid immobilization

- F016 closed, one or more
- F017 open, one or more
- F018 Scaphoid – no reduction, rigid immobilization

Reductions- Dislocations

- D001 Finger – closed – one
- E576 Each additional
- D004 Metacarpal/phalangeal – closed –one
- E577 Each additional
- D007 Carpal - closed
- D012 Radial head – closed , pulled elbow

Casts

- Z200 application of Unna's paste
- Z201 finger
- Z202 hand
- Z203 arm, forearm, or wrist
- Z204 removal of plaster (not associated with fractures or dislocation) within 2 weeks of initial treatment
- Z211 whole leg
- Z213 below knee, knee splints

Suture of Lacerations (IOP)

- Z154 Up to 5 cm if on face and/or requires tying of bleeders and/or closure in layers
- Z175 5.1 to 10 cm
- Z177 5.1 cm – 10 cm if on face and/or requires typing of bleeders and/or closure in layers
- Z179 10.1 to 15 cm
- Z190 10.1 to 15 cm if on face and/or requires typing of bleeders and/or closure in layers
- Z191 more than 15.1 cm – other than face
- Z192 more than 15.1 cm – on face

Finger or Toe-nail (IOP)

Z110 Extensive debridement of onychogryphotic nail involving removal of multiple laminae

Simple, partial or complete, nail excision requiring anaesthesia

Z128 one

Z129 multiple

Z130 radical, including destruction of nail bed - one

Z131 multiple

Chemical and/or cryotherapy treatment of minor skin lesions

Z117 one or more lesions, per treatment

OPERATIONS ON THE BREAST

Z141 Needle biopsy – one or more (IOP)

Z139 Aspiration of cyst – one or more (IOP)

ENDOSCOPIES (IOP)

Z515 Esophagoscopy, with or without biopsy(ies) (IOP)

Z567 Subsequent procedure by same physician (within three months following previous endoscopic procedure) (IOP)

STOMACH – ENDOSCOPIES (IOP)

Z527 Gastrosocopy (may include biopsies, photography and removal of polyps = or < 1cm

Z547 Gastrosocopy with removal of foreign body

Z528 Subsequent (within three months following previous gastrosocopy)

Intestines (except rectum) – Endoscopy (IOP)

Z580 Endoscopy (using 60 cm. flexible endoscope)

Endoscope:

Z555 of sigmoid to descending colon

E740 to splenic flexure

E741 to hepatic flexure

E747 to cecum

E705 into terminal ileum

Endoscopic Sigmoidoscopy (with rigid scope) with or without anoscopy (IOP)

Z535 not to be billed with Z555 or Z580

Z536 with biopsy(ies)

VULVA AND INTROITUS - INCISION

Z714 Abscess of vulva, Bartholin or Skene's gland (IOP) – incision and drainage: Local anaesthetic

Vulva and Introitus – Excision – Condylomata – single or multiple (IOP)

Z733 chemical and/or cryosurgery – one or more

Z736 local anesthetic

CORNEA – INCISION

Removal imbedded foreign body (IOP) – local anaesthetic

Z847 one foreign body

Z848 two foreign bodies

Z845 three or more foreign bodies

EYELIDS - INCISION

Z854 Drainage of abscess (IOP) – local anesthetic

EYELIDS - EXCISION

Z874 Chalazion – single or multiple (IOP) – local anesthetic

EXTERNAL EAR - ENDOSCOPY

Z915 Removal of foreign body - simple

EXTERNAL EAR - EXCISION

Z904 Local excision, polyp – office (IOP)

GYNECOLOGY

G378 Insertion of intrauterine contraceptive device

G361 Endometrial flushing

Z770 Endometrial sampling

Appendix I Schedule 7



Ministry of Health
and Long-Term Care

Primary Health Care New Patient Declaration

Do not mail this form to the ministry. This form must remain in the physician's office for audit purposes.

Please complete this form if you are a new patient of a primary care physician and have signed a Patient Enrolment and Consent to Release Personal Health Information form. If you are signing on behalf of a child or dependent adult, and have completed a Patient Enrolment and Consent to Release Personal Health Information form on their behalf, complete the applicable sections below.

Declaration

I am signing on behalf of (check the applicable boxes)

- ☐ myself (complete sections A and C)
- ☐ the children listed below of whom I am the parent or guardian (complete sections B and C)
- ☐ the dependent adult (s) listed below for whom I have a power of attorney for personal care (complete sections B and C)

I hereby declare that the patient(s) named below does/do not have a family physician due to one or more of the following circumstances: (check applicable boxes)

- ☐ The patient's family physician has moved to another community.
- ☐ The patient has moved to another community.
- ☐ The patient's physician is no longer available due to illness/death/retirement.
- ☐ The patient's physician is no longer available due to change of practice type.
- ☐ Up until now the patient has not had, or felt the need for a family physician.

Section A: Patient Information

First Name	Last Name	Health Number
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Section B: Children and Dependent Adults

1. First Name	Last Name	Health Number
2. First Name	Last Name	Health Number

For additional children / dependent adults, please complete another New Patient Declaration form.

Section C: Signature and Date

Signature	Date yyyy/mm/dd
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Section D: Physician Signature and Date

I declare that the above patient is not presently a patient of mine or, to the best of my knowledge, of any other physician in the primary care group with which I am affiliated (if applicable). I also declare that no child listed (if any) is a newborn of any existing enrolled or non-enrolled patient of mine, or to the best of my knowledge, of any other physician in the primary care group with which I am affiliated (if applicable).

I agree to accept the above-noted patient(s) into my practice and to provide ongoing health care to the patient(s) from the date of this document. I will keep this document available on file in my primary office location and will provide copies to the Ministry of Health and Long-Term Care as required for verification purposes.

Physician Last Name (print)	First Name (print)
Physician Signature	Date yyyy/mm/dd

Appendix I Schedule 8



Ministry of Health
and Long-Term Care

Clear Form

Unattached Patient Declaration

Do not mail this form to the ministry. This form must remain in the physician's office for audit purposes.

Please complete this form if you were an in-hospital patient, previously without a family physician, have been discharged from hospital and you have been accepted into the practice of a primary care physician and have signed a *Patient Enrolment and Consent to Release Personal Health Information* form. If you are signing on behalf of a child or dependent adult and have completed a *Patient Enrolment and Consent to Release Personal Health Information* form on their behalf, complete the applicable sections below.

Declaration

I am signing on behalf of (check the applicable boxes)

- ☐ Myself
- ☐ The child listed below of whom I am the parent or guardian
- ☐ The dependent adult listed below for whom I have a power of attorney for personal care

I hereby declare that the patient named below does not have a family physician due to one or more of the following circumstances: (check applicable boxes)

- ☐ The patient's family physician has moved to another community.
- ☐ The patient has moved to another community.
- ☐ The patient's family physician is no longer available due to illness/death/retirement.
- ☐ The patient's family physician is no longer available due to change of practice type.
- ☐ Up until now the patient has not had or felt the need for a family physician.

Sections A to C to be completed by patient / parent / guardian

Section A: Patient Information

☐ patient is a child or dependent adult

First Name

Last Name

Health Number

Section B: Hospital Stay Information

Name of hospital

Discharge Date

Section C: Patient / Guardian Signature and Date

Signature

Date

Section D: Physician Signature and Date (to be completed by physician)

I declare that to the best of my knowledge the above patient is not a patient of mine nor of any other family physician.

I also declare that the newborn listed is one that was admitted to a Neonatal Intensive Care Unit (NICU) within the last three months and is not a newborn of any existing enrolled or non-enrolled patient of mine or of any other physician.

I declare that the patient was an acute care patient in hospital, previously without a family physician and I accepted the patient into my practice, by enrolling the patient with the *Patient Enrolment and Consent to Release Personal Health Information* form within three months of his/her discharge from an in-patient hospital visit.

I agree to accept the above-noted patient into my practice and to provide ongoing primary health care to the patient from the date of this document. I will keep this document available on file in my primary office location and will provide copies of the same to the Ministry of Health and Long-Term Care as required for verification purposes.

Physician Last Name (print)

Physician First Name (print)

Physician Signature

Date

APPENDIX J

CONSENT TO RELEASE ONTARIO DRUG BENEFIT PLAN INFORMATION

Physician Billing Number _____ FHN Identifier _____ Physician's Name _____ [To be completed by FHN Physician]
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Patients who enrol 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

Home Address (if different from your mailing address)

street number and name or rural route or general delivery

apartment number

town / city

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

postal code

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.0.10, 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.

APPENDIX K

Income Stabilization for New FHN Physicians

Physicians entering into a FHN will be offered a guaranteed first year annual income based on their previous 12 consecutive months of OHIP billing. A methodology for calculating the income guarantee amount for FHN Physicians without a previous 12 consecutive month record of OHIP billing (e.g. maternity leave, illness, and sabbaticals) will be established by the OMA and the Ministry.

Income Stabilization will be offered from the later of the October 1, 2003 and the Issuance Date and will end on the Commencement Date. Income Stabilization will be conditional upon the opting FHN Physician's signing and delivery to the Ministry of the attached undertaking whereby the FHN Physician agrees that:

1. He/she will continue to be available to patients for care during the Income Stabilization period;
2. He/she will continue to provide a similar mix of services and hours to those which were provided during the Income Stabilization calculation year;
3. He/she will use all reasonable efforts to roster a minimum of 70% of their projected roster during the 12 month Income Stabilization period;
4. Physicians opting for Income Stabilization must agree not to bill OHIP for services rendered during the Income Stabilization period; and
5. Physicians opting for Income Stabilization must be physicians who intend to bring their current practice into a FHN.

Notwithstanding the above-noted, a separate undertaking applicable to new graduates who qualify for Income Stabilization is attached. The phrase “new graduate” pertains to a physician, including an International Medical Graduate, who graduated no more than three years prior to the date that he/she signed the FHN agreement.

UNDERTAKING K-1

UNDERTAKING AND AKNOWLEDGEMENT

TO: The Ministry of Health and Long-Term Care

Re: Family Health Network Agreement Dated _____ (as amended).

In consideration of my entering into the above-noted Agreement and my decision to opt for Income Stabilization as defined in the Agreement, I, the undersigned physician hereby acknowledge and undertake as follows:

1. I will continue to be available to patients for care during the Income Stabilization period;
2. I will continue to provide a similar mix of services and hours to those which were provided during the Income Stabilization calculation year (if applicable);
3. I will use all reasonable efforts to roster a minimum of 70% of my projected roster during the 12 month Income Stabilization period;
4. I agree not to bill OHIP for services rendered during the Income Stabilization period; and
5. I intend to bring my current practice into a FHN (noted exemption where applicable regarding re-location from a different geographic area or new physician).
6. In the event that I wish to discontinue my participation in the Income Stabilization option, I will provide at least 15 days notice of my intention to do so, in accordance with the notice provisions set out in the Agreement (as amended) and my entitlement to receive Income Stabilization Payments will end upon the sooner of:
 - (a) the effective date set out in the notice made and received in compliance with this paragraph 6; and
 - (b) the date on which I discontinue providing the FHN Services described in the Agreement and paragraph 2 of this undertaking.

Dated at _____ this _____ day of _____, _____.

Name _____

Billing Number _____

Office Address _____

Fax Number _____

Phone Number _____

Name of FHN _____

Date of Commencement of FHN Services _____

In the event the FHN Physician is a natural person:

Signature: Physician

Witness

OR

In the event the FHN Physician is a Medicine Professional Corporation:

Signature: Authorized Signing Officer

Witness

Name and Title: _____

I have the authority to bind the [insert name of Professional Corporation]

NEW GRADUATE INCOME STABILIZATION UNDERTAKING K-2

UNDERTAKING AND AKNOWLEDGEMENT

TO: The Ministry of Health and Long-Term Care

Re: Family Health Network Agreement Dated _____
(as amended).

In consideration of my entering into the above-noted Agreement and my decision to opt for Income Stabilization as defined in the Agreement, I, the undersigned physician hereby acknowledge, undertake and agree as follows:

1. I have signed the Agreement and will be bound by the service obligations set out therein.
2. I will be responsible to the Ministry and the FHN to provide FHN Services. I will devote time to such Services (rostering obligations included) which is at least equivalent to the average weekly hours of practice of new graduates working in full- time fee-for-service practices.
3. Subject to paragraph 7 of this undertaking, notwithstanding the payment provisions in the Agreement, I agree that my compensation for Income Stabilization period shall be \$155,000.00 (urban) or \$170,000.00 (rural) as defined by the Ministry and payable by 12 equal monthly installments commencing following the first month of services;
4. I will actively enroll patients during the 12-month Income Stabilization period. A roster of not less than 1,100 patients will be established for the purpose of payment of enrolment compensation.
5. I agree not to bill OHIP for services rendered during the Income Stabilization period but will submit shadow bills in accordance with Ministry reporting requirements for all such services;
6. In the event that I have a current practice in the same geographic area as the Family Health Network that I have joined, I will bring that practice into the Family Health Network.
7. In the event that I wish to discontinue my participation in the Income Stabilization option, I will provide at least 15 days notice of my intention to do so, in accordance with the notice provisions set out in the Agreement (as amended) and my entitlement to receive Income Stabilization Payments will end upon the sooner of:
 - (a) the effective date set out in the notice made and received in compliance with this paragraph 7; and

- (b) the date on which I discontinue providing the FHN Services described in the Agreement and paragraph 2 of this undertaking.

Dated at _____ this _____ day of _____, _____.

Name _____
Billing Number _____
Office Address _____

Fax Number _____
Phone Number _____
Name of FHN _____

Date of Commencement of FHN Services _____

In the event the FHN Physician is a natural person:

Signature: Physician

Witness

OR

In the event the FHN Physician is a Medicine Professional Corporation:

Signature: Authorized Signing Officer

Witness

Name and Title: _____

I have the authority to bind the [insert name of Professional Corporation]