

FAMILY HEALTH GROUP LETTER OF AGREEMENT

- among-

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

-and-

THE PHYSICIANS listed in Appendix “A”

-and-

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

Dear Minister:

We, the Physicians, wish to form a Family Health Group and agree to provide Comprehensive Care to all our patients that are either members of our initial roster provided by the Ministry or actually registered by us and added to our roster. We understand that Comprehensive Care is as defined in Appendix “B” attached to this letter.

We also understand that the OMA and the Ministry have agreed upon a method of identifying approximately 6,600 general practitioners in Ontario as physicians that regularly provide Comprehensive Care to their patients. We understand that we may have been so identified. Any physician that has been so identified will be referred to in this Letter of Agreement as an “Identified Physician”.

Our practices are within reasonable proximity to one another and our offices are accessible to the patients on all of our rosters.

Comprehensive Care services will be provided during our regular office hours at our office locations. We agree to advise the Ministry in writing and our patients by posting appropriate notices in all our offices of our hours and locations.

Roster and Registration

The Ministry will provide each Identified Physician with an initial roster of patients to whom the Physician has regularly provided Comprehensive Care, as determined by the Ministry. Physicians who are or become members of our Family Health Group that are not Identified Physicians will not have an initial roster of patients. Each Identified Physician or other Physician may actually register any new or existing patients using the Registration Form attached as Appendix “C”. All registered patients shall be added to the Physician’s roster and removed from any other physician’s roster on which they may appear.

Additional Services

We agree to make the following additional services available to the patients on our rosters:

1. After Hours Services as described in Appendix 'D'.
2. Telephone Health Advisory Services as described in Appendix 'E'

Payment

In return for fulfilling the terms of this Agreement, we will be entitled to the premiums and bonuses set out in Appendix "F" in addition to the normal fee-for-service payments, for services rendered to patients on our rosters.

Human Resources

We understand that additional Physicians may join our Family Health Group and we agree to advise the Ministry as soon as possible of any additions or departures of Group Physicians. Each new Physician will be required to sign a copy of this Agreement which must be sent to and received by the Ministry before the new Physician becomes entitled to the payment provisions of the Agreement. The payment provisions will begin on signing by the parties unless otherwise provided elsewhere in this Agreement.

We appreciate that our Group must always consist of at least three Physicians in order to be entitled to the payment provisions of this Letter. However, if our Physician complement falls to two, we will have 180 calendar days from the date that such an event occurs to add a new Physician and during that time, this Agreement will continue to operate. Failing the recruitment of a new Physician, this Agreement will cease to operate unless the Physicians and the Ministry agree otherwise.

Term of the Agreement

This Agreement will remain in effect until March 31, 2007, but may be terminated before that date by either the Physicians or the Ministry giving the other written and dated notice of the desire to terminate the Agreement. In that case, the Agreement will end ninety calendar days after the date of the notice to terminate.

Dispute Resolution

Without prejudice to the termination rights set out in this Agreement, in the event of a dispute arising out of the interpretation or application of this Agreement which the parties are unable to resolve, it will be referred to the Physician Services Committee (the "PSC") for consideration. After consultation with the parties, the PSC will provide them with its recommendations for resolution of the dispute. If the dispute remains unresolved, the Agreement will be terminated after the expiry of ninety days from the date the PSC provided the parties with its recommendations unless the physicians and the Ministry agree otherwise.

We understand that the template for this Agreement was negotiated by the OMA and the Ministry and may be amended by them at any time (an Amendment). Any Amendment will apply to this Agreement thirty days after the date on which written notice of the Amendment is sent to the Physicians. The Physicians may, within this time period, either elect to accept the Amendment or give notice of termination of the Agreement in accordance with the provisions of this Agreement. If no notice of termination is given, the Physicians will be deemed to have accepted the Amendment.

We acknowledge that the Ministry and the OMA have agreed to support and advance the Family Health Group initiative.

We, the undersigned Physicians agree to the terms and conditions of this Agreement.

SIGNATURES

IN WITNESS WHEREOF the parties have duly executed this Agreement:

HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE
OF ONTARIO, AS REPRESENTED
BY THE MINISTER OF HEALTH
AND LONG-TERM CARE

Per: _____

Date

THE ONTARIO MEDICAL ASSOCIATION

Authorized Signing Officer

Date

THE FAMILY HEALTH GROUP

Name

Witness

Date

THE FAMILY HEALTH GROUP

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APPENDIX “B”

DESCRIPTION OF COMPREHENSIVE CARE

Comprehensive Care assumes that the care is part of an on-going process into the future and provides care in the patient’s family and social context. It includes the creation, management and maintenance of an appropriate medical record managed by the physician.

Comprehensive Care includes the following services:

Health Assessments

1. When necessary, the taking of a full history, including presenting complaint, if any, past illnesses, social history, family history, review of systems and performing a complete physical examination.
2. Periodically taking a specific history and performing a physical examination as required to screen patients for disease.
3. Regularly taking a specific history and performing a physical examination as required to respond to patient complaints and/or to manage chronic problems.

Diagnosis and Treatment

Assess and plan for patients’ care based on the outcomes of a history and physical examination aided by appropriate investigations and consultations 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, appropriate diagnostic testing, primary medical treatment, and advice on self-care and prevention. Provides or co-ordinates chronic disease management for conditions such as diabetes and hypertension.

Primary Reproductive Care

Provide primary reproductive care, including counselling 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 the physician is comfortably able to provide the treatment. Where appropriate, refer patients to and collaborate with psychiatrists and appropriate mental health care providers.

Primary Palliative Care

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

Support for Hospital, Home and Long-Term Care Facilities

Where applicable and where possible, assist 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. Appropriately monitor the status of patients who have been referred for additional care and collaborate on medical treatment of patients.

Patient Education and Preventative 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.

Pre-Natal, Obstetrical, Post-Natal, and In-Hospital New Born Care

Provide or arrange to provide maternity services, including antenatal care to term, labour and delivery, and maternal and newborn care.

Arrangements for 24/7 Response

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

Professional Rights and Obligations

Nothing in this Agreement precludes a 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 Agreement shall create obligations for a Physician that go beyond his or her professional competence or that, using the Physician's best efforts, are beyond the reasonable control of the Physician.

APPENDIX “C”

PATIENT REGISTRATION FORM

Patient registration must be completed using the form provided and by following the Ministry process. The Physicians will be provided with registration support services from the Ministry or its delegate upon request.

Registration bonuses will be paid to each Identified Physician as follows:

- \$1,000 upon registering 33% of the total number of patients on the initial roster;
- \$1,000 upon registering an additional 33% of the total number of patients on the initial roster;
- \$1,000 upon registering the balance of the patients on the initial roster.

A registration bonus of \$1,500 will be paid to a non-identified physician who registers one thousand or more patients.

The patient registration form is the same form that is used in the FHN Templates. The parties are currently developing a more user-friendly version which will be available at the time of offer.

APPENDIX “D”

AFTER HOURS SERVICES

1. The Physicians shall ensure that a sufficient number of Physicians are available to provide services to the patients on their rosters during reasonable and regular office hours from Monday to Friday.
2. Evening and weekend hours shall be as follows:
 - (A) If the Family Health Group consists of only three Physicians, at least one Physician office staffed by a Group Physician shall be open on three of the following occasions: Monday to Thursday night (from 5:00 p.m. to 8:00 p.m.) or for three hours on a weekend.
 - (B) If the Family Health Group consists of only four Physicians, at least one Physician office staffed by a Group Physician shall be open on four of these occasions: Monday to Thursday night (from 5:00 p.m. to 8:00 p.m.) or for three hours on a weekend.
 - (C) If the Family Health Group consists of only five Physicians, at least one Physician office staffed by a Group Physician shall be open on five of these occasions: Monday to Thursday night (from 5:00 p.m. to 8:00 p.m.) and for three hours on a weekend.
 - (D) We understand that we are not required to supply after hours services on recognized holidays. For the purpose of this Agreement, Recognized Holidays means New Year’s Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving, Christmas Day and Boxing Day.
 - (E) If the Family Health Group consists of more than five Physicians, the evening and weekend hours obligation will be the same as in section (C), however, the staffing of additional Physicians during such hours may be necessary if the Family Health Group determines that the volume and needs of their patients make such additional staffing necessary.
 - (F) The Family Health Group may elect to commence After Hours Services on weeknights at a time other than 5 p.m. but before 7 p.m. but shall provide at least 3 full hours of After Hours Service on such night or nights.
3. The evening and weekend hours may be provided by Physicians at appropriate locations of their choice. They must advise the Ministry in writing and their patients by posting appropriate notices in all Physician offices of the office hours and locations for these hours.

4. If more than fifty percent (50%) of the Family Health Group provide public hospital emergency room coverage or public hospital anaesthesia services on a regular, ongoing basis, then the obligation to provide Evening and Weekend Hours may be waived by the Ministry at the written request of the Family Health Group.
5. Physicians providing services in an Emergency Room of a Public Hospital shall use best efforts to ensure that non-emergency services provided to patients are not counted by the Public Hospital as a visit to the Emergency Room.

APPENDIX “E”

TELEPHONE HEALTH ADVISORY SERVICES

1. The Ministry shall, at its expense and when it is available, arrange for the provision of THAS for the benefit of patients on Physicians’ rosters.
2. THAS shall include advice and referral information, including triage to self-care and access to a Group Physician, where appropriate.
3. THAS shall be available to patients on Physicians’ rosters from 5 p.m. to 9 a.m., Monday to Thursday, 5 p.m. Friday to 9 a.m. Monday and during Recognized Holidays. THAS service shall include appropriate feedback to the patient’s Physician.
4. Physicians shall not charge anyone directly or indirectly, nor shall they accept payment on any person’s behalf, for this service.
5. The Ministry shall make a monthly payment of \$1,000 to each Family Health Group of a Group of less than 10 Physicians, and \$2,000 per month to a Group of 10 or more Physicians for:
 - (i) ensuring that a Physician is available on call during the THAS hours of delivery;
 - (ii) ensuring that the THAS provider is informed of which Physician is on call and how to reach that Physician;
 - (iii) in conjunction with the Ministry, promoting the THAS among the patients on Physicians’ rosters and for encouraging the proper and appropriate use of THAS by the patients;
 - (iv) giving the THAS provider information about available local services to which its staff can direct callers, and
 - (v) participating in on-going reviews and an overall evaluation of THAS.

APPENDIX “F”**PAYMENT**

Even though all payments will be made to the individual Physician, each Physician within a Family Health Group will apply for a Group Registration Number from the Ministry in order to receive the payments set out in this Appendix. For clarity, all billings associated with these payments need to be accompanied by this Group Registration Number.

1. New Premium for Providing Care to Seniors

The Ministry shall pay to a FHG physician a premium of 10% on valid claims for general assessments (A003) performed on patients between the ages of 65 and 74 inclusive. This premium must be claimed using fee schedule code Q065. The Q065 premium may be claimed a maximum of once per patient per fiscal year (April 1st - March 31st) for all patients actually registered with the FHG Physician.

Note: To be eligible for this premium, the patient must be actually registered using the form set out in Appendix C, even if they already appear on the initial roster provided by the Ministry.

2. Comprehensive Care Premium

A FHG Physician is eligible for a 10% premium for valid comprehensive care claims submitted for services to patients on the roster of any of the Group Physicians. The codes to which this premium may be applied are listed below. Note that the Comprehensive Care Premium will be paid to the FHG Physician by the claims payment system for eligible claims submitted with the Group Registration Number.

Fee Code	Fee Description
A003	General Assessments
A888	Emergency Department Equivalent – Partial Assessment

A901	House Call Assessment
E075	Geriatric General Assessment Premium
G365	Pap Smear
G538	Active Immunization
G590	Active Immunization Influenza Agent with Visit
G591	Active Immunization Influenza Agent with Sole Reason
K005	Primary Mental Health Care
K013	Counselling – per ½ hour
K017	Annual Health Exam – Child after 2 nd Birthday
A001	Minor Assessment
A007	Intermediate Assessment

3. After hours add on premium

The Ministry shall pay the FHG Physician a 10% premium on the full value of fee codes A001, A003, A004, A007, A008 and A888 for valid claims for After Hours Services as set out in Appendix 'D' that are provided to patients on the roster of any of the FHG Physicians. A shadow billing code Q012 must accompany each submitted claim in order for the premium to be paid.

4. Palliative Care Premium

A FHG Physician shall receive an additional \$2,000 after submitting valid claims for fee schedule code K023 for four (4) or more palliative care patients in any fiscal year.

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

A FHG 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 registered with the FHG physician. Fee Schedule codes for services provided to these patients must be accompanied by diagnostic code 295 for schizophrenia and tracking code Q020 for bipolar disorder and the patient must be formally registered in order for the premium to be paid.

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

Note: To be eligible for this premium the patient must be actually registered using the form set out in Appendix C, even if they already appear on the initial roster provided by the Ministry. This premium will become effective October 1st, 2003.

6. New Patient Fee

The Ministry shall pay the FHG Physician \$100 for each New Patient that is registered 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 to earn this fee the FHG physician must, in addition to formally enrolling the patient, co-sign with the patient a “New Patient Declaration form” as set out in Appendix G. This fee will become effective October 1st, 2003

The Patient Declaration form requires the FHG Physician to agree to provide ongoing Comprehensive Care to the registered 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.

APPENDIX "G"

NEW PATIENT DECLARATION FORM

Date _____

I, _____ (Patient Name) declare that I currently do not have a family physician due to one or more of the following circumstances:

(Please mark applicable box)

- ☐ My family physician has moved to another community.
- ☐ I have moved to another community.
- ☐ My family physician is no longer available due to illness/death.
- ☐ My family physician is no longer available due to change of practice type.
- ☐ Up to now I have not had, or felt I needed, a family physician.

Patient Signature

Patient Health Number

I, _____ (Physician Name) declare that the above patient is not a patient of mine or to the best of my knowledge is not a patient of any of the other participating physicians in the Family Health Group of which I am affiliated.

I agree to accept this patient into my practice and to provide ongoing health care to this patient from the date of the document forward. I will keep this documentation 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 and when required for verification purposes.

Physician Signature

Physician Billing Number