

FHO Name: [FHO NAME]
April 1, 2026

FAMILY HEALTH ORGANIZATION AGREEMENT

THIS AGREEMENT made the 1 day of April, 2026

AMONG:

HIS MAJESTY THE KING, in right of Ontario
as represented by the Minister of Health
(hereinafter referred to as the "Ministry")

- and –

[FHO NAME]
FAMILY HEALTH ORGANIZATION
(the "FHO" or the "FHO Physicians")

- and –

THE ONTARIO MEDICAL ASSOCIATION
(the "OMA")

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BACKGROUND

WHEREAS the Ministry and the OMA have collaborated to modernize the Family Health Organization (FHO) patient enrolment model, a blended model including capitation and fee-for-service payments, with the intent of retaining existing family medicine physicians, attracting new physicians to this model of care and the practice of family medicine, increasing patient enrollment, improving access to primary care and promoting accountability;

AND WHEREAS the Ministry and the OMA share a common objective of enhancing access to longitudinal, comprehensive family medicine;

AND WHEREAS these efforts are intended to better align physician compensation in FHOs to better recognize the clinical and non-clinical aspects of family medicine involved with the provision of care to enrolled patients, while continuing to support the recognized health system benefits of the blended capitation payment model.

IN CONSIDERATION of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged the Ministry and the OMA agree as follows:

PART I – INTRODUCTION

ARTICLE 1 : INTERPRETATION

1.1 Interpretation

For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions

In this Agreement, the following terms will have the following meanings:

- (a) **“Act”** means the *Health Insurance Act*, R.S.O. 1990, c. H.6;
- (b) **“Commencement Date”** means the date upon which the FHO Physicians switch their remuneration from fee-for-service only to the remuneration arrangements provided under this Agreement;
- (c) **“Effective Date”** means the date set out at the top of the Agreement;
- (d) **“Enrolled Patient”** means an Insured Person who is enrolled with a FHO Physician under this agreement;
- (e) **“Enrolment Form”** means the Patient Enrolment and Consent to Release Personal Health Information form attached to this Agreement as Appendix B and provided by the Ministry to be:
 - i. completed, dated and signed by a patient enrolling to a FHO Physician or FHO, and
 - ii. dated and signed by the FHO Physician;
- (f) **“Evening and Weekend Blocks” or “Evening and Weekend Hours”** means the 3-hour consecutive blocks on Mondays to Thursdays starting at, or after 5 p.m. but no later than 7 p.m. (each an “Evening Block”) and 3 hour consecutive blocks on Friday evening, Saturday or Sunday (each a “Weekend Block”), for the provision of FHO Services to Enrolled Patients through booked appointments and unscheduled visits;
- (g) **“Fee-for-service”** means a method of payment to Physicians under the Health Insurance Act for the provision of Insured Services to Insured Persons;
- (h) **“Family Health Organization” and “FHO”** means:
 - (a) an unincorporated association consisting of natural persons who are all FHO Physicians, and of which no non-FHO Physician is a member; or
 - (b) a partnership consisting of FHO Physicians who are all partners in the partnership and of which no non-FHO Physician is a partner; or
 - (c) a Medicine Professional Corporation consisting of voting shareholders all of whom are FHO Physicians, unless otherwise agreed to by the OMA and the Ministry in writing; or
 - (d) an unincorporated association consisting of any combination of:
 - FHO Physicians as natural persons; and/or
 - Partnership or partnerships of which only FHO Physicians are partners; and/or
 - Medicine Professional Corporation(s) with at least one Participating Voting Shareholder ;

- (i) **“FHO Physician”** means a signatory to either this Agreement or a FHO Physician Declaration who falls into one of the following categories of persons:
 - (a) a Physician in his/her personal capacity; or
 - (b) a Medicine Professional Corporation with at least one Participating Voting Shareholder.
- (j) **“FHO Physician Declaration”** means the Declaration in the form set out in Appendix C;
- (k) **“FHO Contracted Physician”** means a Physician or a Medicine Professional Corporation with at least one Participating Voting Shareholder:
 - (i) who is not a FHO Physician;
 - (ii) who has been engaged under section 4.2 to provide services under this Agreement; and
 - (iii) who has signed a FHO Contracted Physician Declaration;
- (l) **“FHO Contracted Physician Declaration”** means the Declaration in the form set out in Appendix D;
- (m) **“FHO Services”** means the primary care services that are provided, coordinated or overseen by the FHO Physicians as are set out in Appendix E;
- (n) **“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;
- (o) **“Governance Documents”** means the documents that constitute and establish the rules for the operation of the association, partnership or corporation, as the case may be, and that comply with the Governance Requirements, including:
 - (a) where the FHO is an unincorporated association, the contract of association, and/or rules among the members of the Association;
 - (b) where the FHO is a partnership, the partnership agreement among the partners; and
 - (c) where the FHO is a corporation, the articles, bylaws and shareholders’ agreement among the shareholders;
- (p) **“Governance Requirements”** means the requirements that FHOs shall meet, as set out in Appendix F;

- (q) **“Insured Person”** and **“Insured Services”** have the same meaning as in the *Health Insurance Act*, R.S.O. 1990, c. H.6;
- (r) **“Lead FHO Physician”** means either or both of the Lead FHO Physician and the Associate FHO Physician, who, acting alone or together, are authorized by the members of the FHO to bind all of them in accordance with the Governance Requirements;
- (s) **“Long-Term Care Facility”** means a place that is licensed as a long-term care home under the *Fixing Long-Term Care Act, 2021*, and includes a municipal home, joint home or First Nations home approved under Part IX of that Act;
- (t) **“Medicine Professional Corporation”** has the same meaning ascribed to the term “Physician Corporation” under O.Reg 665/05 made under the *Business Corporations Act*;
- (u) **“Minister”** means the Minister of Health or their delegate;
- (v) **“Ministry”** means the Ontario Ministry of Health;
- (w) **“Newly Established FHO”** means a FHO established on or after the Effective Date;
- (x) **“Northern and Rural”** means, unless otherwise stated explicitly elsewhere in the Agreement, a community that is either:
 - (i) in Ontario Health North West Region or Ontario Health North East Region;
 - or
 - (ii) has a Rurality Index for Ontario (RIO) score that is equal to or higher than 40;
- (y) **“Ontario Health”** means the Crown Agency established under the *Connecting Care Act, 2019*;
- (z) **Participating Voting Shareholder** means a voting shareholder of a signatory Medicine Professional Corporation who is a Physician designated through the Declaration in Appendix C or Appendix D to provide FHO Services in accordance with this Agreement on behalf of that corporation and excludes any other voting shareholder(s) who are not providing services under this Agreement.
- (aa) **“Party”** means each of the Ministry, the OMA, and the FHO Physicians, who are collectively referred to as the “Parties”;
- (bb) **“Patient Declaration Form”** means either of the Primary Health Care New Patient Declaration form attached to this Agreement in Appendix “B.1” or the Unattached Patient Declaration Form attached to this Agreement in Appendix “B.2”.

- (cc) **“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;
- (dd) **“Plan”** means the Ontario Health Insurance Plan established under the Act;
- (ee) **“Pre-existing FHO”** means a FHO that was established prior to April 1, 2026;
- (ff) **“Prior Agreement”** means the FHO Agreement between the Parties entered into no earlier than February 6, 2007 and no later than March 31, 2026.
- (gg) **“Public Hospital”** means a hospital approved under the *Public Hospitals Act*, RSO 1990, c P.40 as a public hospital.
- (hh) **“Recognized Holidays”** means New Year’s Day; Family Day; Good Friday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving; Christmas Day, and Boxing Day;
- (ii) **“Schedule of Benefits”** has the same meaning as in Regulation 552 made under the Act; and
- (jj) **“Service Enhancement Codes”** means the fee codes for the services described in Appendix I.

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.

1.4 Initial Term of Agreement

This Agreement shall come into force on the Effective Date and shall continue for a period of three (3) years (“Term” or “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.

1.5 Option to Renew

The Parties may renew this Agreement upon mutual agreement in writing at least ninety (90) days prior to the expiry of the Agreement. Unless expressly stated otherwise or agreed to the Parties in writing, all terms and conditions of the Agreement shall remain in full force and effect during any renewed term.

PART II - FHO FORMATION PROCESS

ARTICLE 2 : INITIAL STAGE

2.1 Pre-Existing FHO Group Requirements

A Pre-Existing FHO is not subject to the terms and conditions set out in sections 2.2, 2.3 and 2.4 of this Agreement.

For clarity, a Pre-Existing FHO may continue to operate in accordance with the group size requirements and any previously approved group size exemption issued under the Prior Agreement until the earlier of:

- (a) the expiry of the applicable exemption where an expiry date was specified; or
- (b) the FHO reaches a minimum of six (6) FHO Physicians.

2.2 Newly Established FHO Group Size and Roster Size

A Newly Established FHO shall consist of a minimum of 6 FHO Physicians who are able to demonstrate to the satisfaction of the Ministry that they will enrol a minimum of 4,000 patients.

2.3 Newly Established FHO Group Size Exemption

Notwithstanding section 2.2, where a Newly Established FHO has less than 6 Physicians, the Newly Established FHO shall request the Ministry's prior written consent to provide Services.

2.4 Newly Established FHO Roster Size if Exempted

Where the Ministry approves a Newly Established FHO with less than 6 physicians, within 12 months of the Effective Date the Newly Established FHO shall demonstrate to the satisfaction of the Ministry that they will be able to:

- (a) enrol a minimum of the following number of Enrolled Patients in accordance with Article 5 of this Agreement:
 - (i) For groups of 3 FHO Physicians: 2,400 patients;
 - (ii) For groups of 4 FHO Physicians: 3,200 patients; and
 - (iii) For groups of 5 & more FHO Physicians: 4,000 patients; and
- (b) implement and maintain the same access requirements as a FHO with six (6) FHO Physicians, including Evening and Weekend Blocks.

2.5 Roster Size Maximum for All FHOs

The rosters within a FHO should generally be no greater than 2400 patients on average per FHO Physician. Notwithstanding the foregoing, in the event that a FHO Physician is a Medicine Professional Corporation, each Participating Voting Shareholder of the Medicine Professional Corporation shall be counted separately for the purposes of fulfilling the group size requirement, if applicable.

2.6 FHO Locations Guidelines - Physicians per Location

Where all FHO Physicians in a FHO cannot provide Services from the same location, the following location guidelines apply:

- (a) Newly Established FHOs should ensure a minimum of two (2) FHO Physicians are registered to provide Services from each FHO location; and
- (b) Pre Existing FHOs that establish additional FHO locations after the Effective Date should ensure a minimum of two (2) FHO Physicians are registered to provide Services from each additional FHO location.

2.6.1 FHO Locations Guidelines – Distance between Locations

Where a Newly Established FHO has more than one (1) location or a Pre-Existing FHO adds a new location, and the primary site RIO score is:

- (a) Zero (0), then all FHO locations should be within a five (5) kilometre radius of one another;
- (b) between one (1) and five (5), then all FHO locations should be within ten (10) kilometre radius of one another; or
- (c) greater than five (5), then all FHO locations should be within thirty (30) kilometre radius of one another.

2.7 Location Exemptions

Where a FHO cannot meet any of the location guidelines in section 2.6.1, the FHO shall apply for the Ministry's written consent to continue operating in its present form demonstrating any infrastructure limitations or any other relevant factors having regard to the primary health care needs of the community.

Any FHO application not granted by the Ministry can be referred to the Physician Services Committee ("PSC") for consideration.

For clarity, section 2.6 does not apply to Pre-Existing FHOs adding physicians to their Pre-Existing FHO locations.

2.8 Governance Document(s) Required

Subject to section 2.10 in respect of Pre-Existing FHOs, the FHO represents, warrants and covenants that as of the Effective Date, the FHO has established written Governance Document(s) that address, at a minimum, the Governance Requirements set out in Appendix F. The FHO agrees to maintain Governance Document(s) throughout the Term of this Agreement.

2.9 Conflict

In the event of any inconsistency between the terms of this Agreement and the terms of the Governance Agreement, the terms of this Agreement shall prevail.

2.10 Deliverables

Prior to, or concurrent with, the Effective Date, a Newly Established FHO shall:

- (a) submit to the Ministry a completed Application for Group Registration in a form as may be required by the Ministry;
- (b) submit to the Ministry signed FHO Physician Consent for Disclosure of Billing and Financial Information form, in the form of Appendix G; and
- (c) submit to the Ministry a certificate signed by all of the FHO Physicians which certificate shall:
 - (i) confirm that the FHO Physicians have executed the Governance Document(s) necessary to meet the Governance Requirements and to perform all of their obligations under this Agreement; and
 - (ii) identify the Lead FHO Physician and the Associate FHO Physician authorized to act on behalf of the FHO.
- (d) communicate to the Ministry, the names of the FHO Physicians who are opting for Income Stabilization and deliver a signed copy of the Income Stabilization Undertaking and Acknowledgement in the form which is attached to Appendix K.

A Pre-Existing FHO is exempt from the requirements of this section 2.10, except that where its existing Governance Document(s) do not comply with the Governance Requirements in this Agreement, it shall, within one (1) year of the Effective Date:

- (a) update the Governance Document(s) to comply with the Governance Requirements; and
- (b) submit the certificate described in subsection 2.10(c).

2.11 Issuance of a FHO Identifier Number

After the Ministry is satisfied that the FHO Physicians have fully and satisfactorily complied with the requirements under this Article, the Ministry shall issue to the FHO Physicians a FHO Identifier Number.

2.12 Bank Account

The Group shall establish a bank account residing at a financial institution located in Canada and subject to Canadian banking laws, in the name of the FHO, and for which the Lead Physician and Associate Lead Physician are signing officers.

ARTICLE 3 : LEAD PHYSICIAN AND ASSOCIATE LEAD PHYSICIAN

3.1 Lead Physician's Authority

The Group acknowledges that the Lead Physician shall have the authority to bind them, as a group or individually, for the purpose of:

- (a) notifying the Ministry of any addition or departure of a FHO Physician as a member of the Group and a party to the Agreement;
- (b) the disposition of Enrolled Patients, on the occurrence of an event listed in section 5.8;
- (c) changes to the FHO Physicians elected as Lead Physician and/or Associate Lead Physician as set in section 3.3; and
- (d) any other matter arising out of, or pertaining to, this Agreement.

3.2 Associate Lead Physician's Authority

The Associate Lead Physician shall temporarily assume all duties of the Lead Physician under the Agreement in the event that:

- (a) the Lead Physician is temporarily unavailable or unable to fulfill his/her duties; or
- (b) the office of Lead Physician is temporarily vacant and the FHO intends to reestablish the position as soon as possible within a reasonable period of time.

3.3 Changes in Lead Physician and Associate Lead Physician

The following notifications shall be provided to the Ministry in the manner described below:

- (a) the Lead Physician or the Associate Lead Physician shall notify the Ministry in writing on the occurrence of any event listed in section 3.1; and
- (b) the Lead Physician shall notify the Ministry in writing in the event the FHO establishes a new Lead Physician or new Associate Lead Physician during the Term of this Agreement and shall include in said notice the name of the new Lead Physician, or Associate Lead Physician, and effective date of his/her appointment.

ARTICLE 4 : FHO PHYSICIANS AND STAFFING

4.1 Incoming FHO Physicians

Where a Physician wishes to join a FHO, the Lead FHO Physician shall provide the Ministry with notice, which shall include the FHO Physician Declaration in the form as set out in Appendix C, signed by each incoming FHO Physician, and the Lead FHO Physician.

The Ministry shall review the documents and, where the Ministry is satisfied with the documents, the Ministry shall confirm in writing the FHO Physician's admission to the FHO. The new FHO Physician shall not provide services under this Agreement prior to the Ministry's confirmation of the FHO Physician's admission to the FHO. Where applicable, the obligations contained in Article 7 shall apply to the new FHO Physician, in the year commencing upon the date of the Ministry confirming the admission of the new FHO Physician into the FHO.

4.2 FHO Contracted Physicians

A Physician becomes a FHO 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 FHO Physician have signed the FHO Contracted Physician Declaration as set out in Appendix D and have filed the signed Declaration with the Ministry within fourteen (14) days of its execution; and
- (c) the FHO 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 FHO Services under this Agreement rests with the FHO Physicians.

4.3 FHO Physicians as Sole Employer of their Personnel

The FHO 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 FHO Services hereunder.

4.4 Departing FHO Physicians

The requirements pertaining to departing or absent FHO Physicians are set out in Appendix H.

ARTICLE 5 : PATIENT ENROLLMENT AND DE-ENROLLMENT

5.1 New Patient Enrollment

At any time during the Term of this Agreement, FHO Physicians may invite patients who are not rostered to the Physician or FHO, to become Enrolled Patients of that individual FHO Physician if the patient is:

- (a) at the time of enrolment, an Insured Person;
- (b) an individual who resides within one hundred (100) kilometres of a location where the FHO 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.

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

5.2 Enrolment of Long-Term Care Patients

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

5.3 Enrolled Patients of Pre-Existing FHOs

For clarity, where a patient became an Enrolled Patient of a Pre-Existing FHO prior to the Effective Date, a new Enrolment Form dated on or after the Effective Date is not required; however the FHO Physician shall ensure the Enrolment Form, if applicable, is completed and available for Ministry review pursuant to section 5.6 of this Agreement.

5.4 Enrolled Patients of Physicians Transitioning to the FHO Model

Where a Physician or Physician group transitions to the FHO model after the Effective Date, a new Enrolment Form or Patient Declaration Form is not required for any previously Enrolled Patients of the Physician or Physician group in the prior physician compensation model.

5.5 No Limitation or Restriction on Enrolment Invitations

Subject to section 5.10, a FHO Physician shall not limit or restrict their invitation(s) to new patients to enrol, and no patient shall be refused the opportunity to enrol, on the basis of the patient's individual health status or need for health services.

5.6 Enrolment Form

During the Term of this Agreement, new patients who are invited to enrol with the FHO shall be provided with the Enrolment Form and, if applicable, the appropriate Patient Declaration Form. The Enrolment Form shall become effective upon its completion and signing by the patient and the FHO Physician thereon. Upon the full completion of the Enrolment Form by the patient and the FHO Physician, the FHO Physician shall provide a copy to the patient.

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

5.7 Removal from Enrolment

A FHO Physician may remove any person from enrolment if:

- (a) the person consistently fails to fulfil the obligations of the Enrolment Form; or
- (b) the FHO Physician acts pursuant to policies established by the College of Physicians and Surgeons of Ontario.

5.8 Enrolment Cessation

An Enrolled Patient shall cease to be an Enrolled Patient of the FHO Physician if the Enrolled Patient:

- (a) dies;
- (b) becomes an uninsured person;
- (c) communicates in writing to the FHO Physician or a person designated by the Ministry, that they no longer wish to be an Enrolled Patient of the FHO;
- (d) becomes an Enrolled Patient of another Physician;
- (e) becomes an Enrolled Patient of an alternatively funded General Practitioner service;
- (f) is removed by the FHO from enrolment in accordance with section 5.7;
- (g) is granted a Ministry-approved extended absence pursuant to the Act;

- (h) becomes a resident of a Long-Term Care Facility and the FHO Physician chooses not to offer enrolment to all of their patients who reside in the same Long-Term Care Facility in accordance with section 5.2 of this Agreement;
- (i) is incarcerated in a provincial or federal correctional institution and the FHO Physician ceases to provide the FHO Services to the Enrolled Patient; or
- (j) if the Enrolled Patient moves his place of residence one hundred kilometres or more from a location where services are regularly provided by the FHO, unless the patient indicates in writing that he wishes to remain an enrolled patient; or
- (k) 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 5.8 has occurred, the Ministry shall immediately remove that person from enrolment to the FHO Physician and give immediate notice of such action to the Lead FHO Physician.

Where a FHO Physician is aware that one or more of the events set out in section 5.8 has occurred, that FHO Physician shall immediately remove that person from their enrolment and give immediate notice of such action to the Ministry.

5.9 No Charges to Patients for Enrolling with FHO

A FHO 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.

5.10 Professional Rights and Obligations

Nothing in this Agreement precludes a FHO Physician from terminating their 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 FHO Physician that go beyond their professional competence or that, using the FHO Physician's best efforts, are beyond the reasonable control of the FHO Physician.

5.11 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.

ARTICLE 6 : NEW FHO CERTIFICATION

6.1 Certification

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

6.2 Application for Certification

The Lead FHO Physician shall give notice to the Ministry of the Commencement Date proposed by the FHO Physicians at least thirty (30) days prior to the proposed Commencement Date. The Lead FHO Physician shall include the following documents with such notice:

- (a) a copy of an insurance certificate, complying with the requirements set out in Article 12;
- (b) a signed FHO Physician Declaration from each FHO Physician who did not sign this Agreement but who has joined the FHO since the Effective Date;
- (c) a signed FHO Contracted Physician Declaration from each FHO Contracted Physician in the form of Appendix D; and
- (d) a current list of all FHO Physicians, office addresses and office hours, including Evening and Weekend Hours.

6.3 Ministry Review

The Ministry shall review all such documentation relating to the FHO 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 FHO Physicians, and the FHO Physicians shall rectify any such inconsistency or deficiency as soon as practicable. The FHO Physicians and the Ministry shall use all best efforts to work collaboratively in managing and resolving any disputes arising under this Article. The FHO 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 FHO.

6.4 Certification

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

PART III - OPERATIONS

ARTICLE 7 : SERVICES

7.1 Family Health Organization Services

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

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

7.2 FHO Services Coverage

If an Enrolled Patient's FHO Physician is not available during weekday hours, the FHO will ensure all Enrolled Patients presenting with a time-sensitive condition are offered the option of seeing another FHO Physician or FHO Contracted Physician:

- (a) on the same or next day,
- (b) in-person or virtually,
- (c) at the FHO location during weekday hours or
- (d) at an after-hours clinic at the FHO

as clinically appropriate. This requirement may be delegated to an allied health provider at the FHO, where clinically appropriate.

7.3 Notice of Hours and Services to Enrolled Patients

To ensure that patients are informed of the hours of service of their FHO, the FHO will post its daytime, evenings and weekend hours in the office, on the FHO voicemail, on-line and shared with Ontario Health for purposes of publishing the hours on its website.

7.4 Services at Other Locations

During Evening and Weekend Hours, the FHO Physicians shall provide the FHO Services at appropriate locations of their choice, provided that they shall advise the Ministry of such locations.

7.5 Service Obligations: Weekday Service

Except for Recognized Holidays, the FHO Physicians shall ensure that a sufficient number of Physicians are available to provide the FHO Services during reasonable and regular office hours from Monday through Friday sufficient and convenient to serve Enrolled Patients.

7.6 Service Obligations: Evening and Weekend Blocks

Unless otherwise agreed to by the Ministry in writing, except for Recognized Holidays, and subject to sections 7.7, 7.8, and 7.9, at least one FHO office should be staffed by a FHO Physician or a FHO Contracted Physician shall be open outside of regular office hours for scheduled and unscheduled Enrolled Patient appointments/visits, according to the minimum Evening and Weekend Block requirements based on the number of Physicians in the FHO, as set out in Appendix L.

7.7 FHO Block Coverage Allocation

Subject to section 7.8 and 7.9, the FHO will commit to providing Evening Blocks and Weekend Blocks for scheduled and unscheduled Enrolled Patients appointments/visits.

Where a FHO is required to provide:

- (a) one Weekend Block, that block will be on Saturday or Sunday;
- (b) two Weekend Blocks, they may be scheduled any time on Saturday or Sunday, provided there is no overlap between the blocks;
- (c) three Weekend Blocks, the FHO may schedule those blocks on Friday evening, Saturday or Sunday, provided there is no overlap between the blocks; or
- (d) four or more Weekend Blocks, one block must be provided on a Saturday, and one block on Sunday, and any remaining blocks as determined by the FHO, provided there is no overlap between the blocks.

Each FHO must provide at least one (1) Evening Block for scheduled and unscheduled visits.

7.8 Exemptions From Evening and Weekend Blocks

The number of After Hour blocks for a FHO will be reduced where more than 50% of the FHO provide the following services after 5 p.m. on Evening and Weekends:

- (a) Regular Public Hospital emergency room coverage;
- (b) Public Hospital anaesthesia on-call services on a regular basis;
- (c) Obstetrical deliveries outside of regular office hours;

- (d) Regular after-hours care of hospital in-patients;
- (e) Provision of palliative care as indicated by at least 4 palliative care patient home visits per week averaged over a 3 month period;
- (f) Provision of services in a Long-Term Care Facility (for non-enrolled patients) as demonstrated by at least 10 patient visits per week averaged over a 3 month period; and/or
- (g) Complex continuing care on-call as established by a call schedule in a complex continuing care facility.

The FHO will be required to provide the total After-Hour blocks, based on the FHO group physician size after removing the number of Physicians who are exempted from After Hours Services as set out in section 7.9.

7.9 Physician Exemption from After-Hours Coverage

In order to qualify for the after-hours exemption, the individual physician must be:

- (a) engaged in the services listed above in section 4.9 (a), (b), (c), and (d) for at least 6 hours per a 7 day week or
- (b) provide service as specified in (e) and (f) or be on call as specified in (g).

7.10 Northern and Rural Hospital Service

Unless otherwise agreed to by the Ministry in writing, Northern and Rural FHOs shall:

- (a) have at least 50% of their physicians maintain active in-patient hospital privileges; and
- (b) provide no more than 5 Evening and Weekend Blocks during a week.

7.11 Physician Exemption from Northern and Rural Hospital Service

Despite section 7.10, FHO Physicians over the age of 65:

- (a) will be exempt from section 7.10(a), and
- (b) will not be included in calculating the number of physicians who must maintain active inpatient hospital privileges, as described in section 7.10(a).

7.12 Nurse Practitioners Evening and Weekend Coverage

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:

- (a) 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 FHO; and
- (b) the FHO shall submit valid claims for those services rendered to FHO Enrolled Patients in accordance with Appendix I.

7.13 FHO Physicians in A Public Hospital Emergency Room

FHO 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. FHO Services provided by FHO Physicians in a Public Hospital must be offered separate and apart from the Public Hospital's Emergency Room services.

7.14 Weekend Block in Place of Evening Block

The FHO may provide a Weekend Block on Saturday, in place of one of the Evening Blocks. The FHO may also provide a Weekend Block on Sunday, in place of one of the Evening Blocks. If a Weekend Block is provided on both Saturday and Sunday, two of the Evening Blocks will be considered to have been met.

7.15 Multiple FHOs and On-Call Service

Subject to the approval of the Ministry in writing, where a community has multiple FHOs, on-call services may be provided on behalf of one or more FHOs by a single FHO Physician who has been permitted by the other FHO Physicians to access the records of those FHO Physicians' Enrolled Patients.

7.16 Treatment of MPCs for Evening and Weekend Hours

Notwithstanding the foregoing, in the event that a FHO Physician is a Medicine Professional Corporation, each Participating Voting Shareholder of the Medicine Professional Corporation shall be counted separately for the purposes of determining the minimum requirements for Evening and Weekend Hours, if applicable.

ARTICLE 8 : RECORDS AND INFORMATION MANAGEMENT, PRIVACY AND CONFIDENTIALITY

8.1 Confidentiality – General

The FHO Physicians and the FHO 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 FHO Physicians and FHO Contracted Physicians agree that they shall use all best efforts to keep all information in their custody pertaining to Enrolled Patients and all information made available, shared or exchanged under this Agreement strictly confidential and secure, subject to the provisions of this Agreement, a consent provided by an Enrolled Patient, or law.

8.2 Sharing of Personal Health Information by FHO Physicians and FHO Contracted Physicians

Newly Established FHOs must have a shared Electronic Medical Records (EMR) that makes available to the FHO's Physicians, including FHO Contracted Physicians, and other authorized personnel involved with the care of Enrolled Patients, the medical records of Enrolled Patients in order to provide the FHO Services to Enrolled Patients.

8.3 Retention of Enrolment Forms

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

8.4 Retention of Enrolment, Billing and Financial Records

The records referred to in Article 8 shall be retained by the FHO 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 FHO ceases to exist for any reason, the FHO Physicians shall make appropriate arrangements for the preservation of all such records. In the event that the FHO Physicians do not make such arrangements, the Lead FHO Physician shall have the obligation to make such arrangements.

ARTICLE 9 : REPORTS TO THE MINISTRY

9.1 Enrolment Information to the Ministry

Following certification, the FHO 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.

9.2 Reasonable Requests for Information

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

ARTICLE 10 : RELATIONSHIP AMONG PARTIES

10.1 No Partnership Relationship or Relationship of Employment

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

10.2 FHO Physicians have the Responsibility to Make or Ensure Payments

The FHO Physicians and FHO 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 – FINANCIAL AND ADMINISTRATIVE TERMS

ARTICLE 11 : TERMINATION

11.1 Termination of Agreement for Convenience

Notwithstanding anything else to the contrary contained herein, the FHO, 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 sixty (60) days' notice (hereinafter referred to as the “**Notice Period**”) of their intention to do so.

11.2 Termination of Agreement for Cause

Pursuant to section 11.4 below, if the FHO 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.

11.3 Breach by Individual FHO Physicians

In the event that one or more FHO Physicians is in material breach of any provision of this Agreement, but the remaining FHO Physicians and FHO 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 11.2 (b) above; or
- (b) to require the FHO to remove from the FHO the FHO Physician(s) who is/are in breach of this Agreement within thirty (30) days, and if the FHO fails to remove such FHO Physician(s) within such period, the Ministry may terminate this Agreement in accordance with section 11.2 (b) above. In the event that the FHO Physician(s) is/are removed, the payment calculation for the FHO shall be recalculated.

11.4 Material Breaches

For purposes of sections 11.2 and 11.3 but without limiting the provisions thereof, the following events shall be deemed to be material breaches of this Agreement by a FHO Physician or Physicians or by the FHO, which the Ministry shall be entitled at their option to treat as incapable of being cured:

- (a) any dishonest or fraudulent act by a FHO Physician or the FHO 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 FHO Physician or the FHO Physicians;
- (c) evidence of a pattern of failing to adhere to sections 5.5 by a FHO Physician or the FHO Physicians;
- (d) where the number of FHO Physicians falls below the minimum number of FHO Physicians required under this Agreement;
- (e) a FHO Physician or FHO Physicians' inability to practice as a result of the suspension or revocation of the FHO Physician or FHO Physicians' certificate(s) of registration.

11.5 Obligations during Notice Period

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

11.6 Consequences of Termination

Upon any termination of this Agreement, the FHO 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 FHO Physician will no longer be providing services under this Agreement. It is expected that the FHO Physicians shall normally post an appropriate notice in all of their offices.

11.7 Exception

Nothing in this Agreement prevents or restricts the FHO, FHO Physicians or FHO Contracted Physicians from charging for uninsured services.

11.8 Deduction for Debt by FHO Physician

Notwithstanding anything in this Agreement, where a FHO Physician or a FHO Contracted Physician owes a debt to the Ministry for any reason, the Ministry upon notice to the Lead FHO 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 FHO, up to the amount that the FHO Physician or FHO Contracted Physician is paid by the FHO per month, provided that within seven days of a request by the Ministry, the FHO shall provide a written declaration to the Minister indicating the amount that the FHO Physician or FHO Contracted Physician is paid per month.

11.9 Deduction for Debt by FHO

Notwithstanding anything in this Agreement, where, after certification, the FHO owes a debt to the Ministry, because of an overpayment by the Ministry to the FHO or because a FHO Physician, a FHO Contracted Physician or the FHO has billed the Plan or any person for services within the scope of this Agreement, where not permitted under this Agreement to do so, the Ministry upon notice to the Lead FHO 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 FHO. If there is insufficient or no money due and payable by the Ministry to the FHO under this Agreement against which to deduct or set-off such debt, then the FHO shall pay to the Ministry forthwith any monies owing and the FHO Physicians shall be liable in equal shares for such debt.

11.10 Transitional Recovery Right

The Ministry may recover from any payment made hereunder to the FHO, whether that recovery is by way of deduction or set-off, an amount paid to any FHO Physician or FHO 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((6) of the Act exists in respect of that Physician. Such recovery shall be up to the amount that the FHO Physician or FHO Contracted Physician is paid by the FHO 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 4 of subsection 18((6) of the Act exists in respect of the service rendered by that Physician.

11.11 Remittance Advice Report

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

11.12 Not to Affect Other Rights

Nothing in this Agreement affects any other right of the Ministry or His Majesty the King 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 FHO Physician or a FHO 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*.

11.13 OMA Dues

In accordance with section 21.3 of the Framework Agreement, all FHO Physicians, whether members of the OMA or not, are required to pay OMA dues and assessments that the OMA would charge each FHO Physician if they were a member of the OMA. Accordingly, the Ministry shall deduct from the payments made by the Ministry to the FHO, for each FHO Physician who has not paid their OMA dues and assessments, an amount equal to the amount of OMA dues and assessments that the FHO 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 12 : INSURANCE, LIABILITY, AND INDEMNIFICATION

12.1 Medical Malpractice Insurance

FHO Physicians shall ensure that each FHO Physician and FHO 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 FHO Physicians and the FHO 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.

12.2 Indemnity

FHO Physicians shall at all times, both during and following the Term of this Agreement and all renewals of this Agreement, indemnify and save harmless His Majesty the King

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 FHO, or by any of the FHO’s officers, directors, employees, agents, assigns, independent contractors or subcontractors, including FHO Physicians and FHO 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 12.4, are available.

For further certainty, nothing in this Agreement shall make His Majesty the King in Right of Ontario liable for any liability of the FHO or its Personnel in respect of the matters for which medical malpractice liability insurance coverage, or its equivalent, is obtained pursuant to section 12.4.

12.3 Ministry Not Liable

The Ministry shall not be liable to the FHO 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 FHO or any of its Personnel in connection with this Agreement or with the performance by the FHO 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 FHO 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 FHO Physicians’ Personnel or any person or entity retained by the FHO Physicians for the purpose of performing or discharging the obligations under this Agreement. The FHO Physicians understand and agree that the Ministry shall have no obligations or liability howsoever arising from the internal administration or management of the FHO Insurance.

The FHO 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 12.4, that may arise directly or indirectly from the acts or omissions of the FHO or the FHO’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 FHO Physician shall provide the Ministry with a copy of the certificate(s) and policy(ies) evidencing this insurance. The Lead FHO Physician shall immediately report to the Ministry any changes to, cancellation of, or discontinuation of, the FHO's insurance coverage.

12.4 General Requirements of Insurance Policies

The insurance policies referred to in section 12.3 shall be in form and substance acceptable to the Ministry and shall include the following terms:

- (a) a clause that includes His Majesty the King 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 12.4.

ARTICLE 13 : AUDIT AND VERIFICATION

13.1 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 "**FHO 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, FHO Physicians and their Personnel shall provide such representatives with access to all FHO 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 FHO 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 FHO Physicians caused by any audit conducted under this section.

The FHO shall allow the Ministry to audit the FHO Physicians' and FHO Contracted Physicians' use of Ministry Organizations 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*.

13.2 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 FHO Physician's list of Enrolled Patients and shall give immediate notice of the removal to the Lead FHO 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 FHO Physician. If the FHO 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 FHO 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 FHO.

13.3 Enrolment Audit Process

The Ministry shall conduct annual audits on the enrolment status of each FHO Physician's list of Enrolled Patients. In order to minimize the work of FHO Physicians in connection with this audit process, the Ministry will undertake the initial roster verification for each FHO 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 FHO Physician's list of enrolled Patients and shall give immediate notice of such removal to the Lead FHO 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 FHO Physician. If the FHO 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 FHO 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 FHO.

PART V - GENERAL

ARTICLE 14 : AMENDMENTS

14.1 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 FHO Physicians with written notice of the amendments to this Agreement at least 90 days prior to the effective date of the amendment. Notwithstanding the foregoing, the FHO Physicians may agree that

an amendment is effective as of an earlier date than the effective date of the notice of amendment. The FHO 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 Article 11. If no notice of termination is given, the FHO shall be deemed to have accepted the amendment as at its effective date.

ARTICLE 15 : GENERAL PROVISIONS

15.1 Application of this Article

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

15.2 Participation in Evaluation and Monitoring Activities

FHO Physicians and FHO 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 FHO Physicians' or FHO Contracted Physicians' practices.

15.3 Results May be Published or Used

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

15.4 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.

15.5 Professional Responsibilities

The professional freedom of FHO Physicians and FHO 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.

15.6 No Prejudice upon Return to Fee-for-service

Nothing in this Agreement shall operate so as to prevent any FHO Physician or FHO 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

15.11 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.

15.12 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 Parties' Contact Information for Notice
- B Patient Enrolment Form and Consent to Release Personal Information
- B.1 Primary Health Care New Patient Declaration
- B.2 Unattached Patient Declaration Form
- C FHO Physician Declaration
- D FHO Contracted Physician Declaration
- E Description of FHO Services
- F Governance Requirements
- G FHO Physician Consent to Disclosure of Billing and Financial Information
- G.2 FHO Contracted Physician Consent to Disclosure of Billing and Financial Information
- H Process for Departing Physicians
- I Payment Terms
- J Income Stabilization
- K Income Stabilization Undertaking and Acknowledgement
- L Evening and Weekend Blocks, including for FHOs with Exemptions

15.13 Entire Agreement

Subject to Article 14.1, 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.

15.14 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 email, registered mail or courier and

shall be deemed to have been sufficiently given on the date of receipt. Any Notice shall be addressed the appropriate parties as set out in Schedule A to this Agreement.

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

15.15 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.

15.16 Dispute Resolution

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

15.17 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 on the date(s) indicated below.

**HIS MAJESTY THE KING, in right of Ontario, as
represented by the Minister of Health**

Per: _____

Date: _____

THE ONTARIO MEDICAL ASSOCIATION

Per: _____
Authorized Signing Officer

Date: _____

FAMILY HEALTH ORGANIZATION (FHO)

Per: _____
Authorized Signing Officer (Lead Physician or
Associate Lead Physician)

Date: _____
I have the authority to bind the FHO.

APPENDIX A

PARTIES' CONTACT INFORMATION FOR NOTICE

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

General Counsel, OMA

150 Bloor Street West, Suite 900

Toronto ON M5S 3C1

Email: Legal.Affairs@oma.org

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

[Insert Lead FHO Physician Name]

Address

Email:

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

Manager Blended Models Unit, Negotiations Branch

56 Wellesley Street West - Floor 15

Toronto ON M5S 2S3

PrimaryCareInquiries@ontario.ca

APPENDIX B

PATIENT ENROLMENT AND CONSENT TO RELEASE PERSONAL INFORMATION



Ministry of Health
and Long-Term Care

Patient Enrolment and Consent to Release Personal Health Information

One form per adult patient. Photocopy for additional adult family members.

Microfilm use only

Collection of the information on this form is under the authority of the Ministry of Health Act, subsections 6(1) and (2) and the Health Insurance Act, R.S.O. 1990, c. H.3, 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, INPOLine tel. 1 888 218-8828 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 ☐ M ☐ F	City/Town	Postal Code	
Send notices from my family doctor's office to me by: ☐ regular mail ☐ email (if possible)		Residence Address or same as mailing address ☐		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	Apartment #	Street No. and Name or P.O. Box, Rural Route, General Delivery
Date of Birth (yyyy/mm/dd)		Sex ☐ M ☐ F	City/Town	Postal Code	
I am this person's ☐ parent ☐ legal guardian ☐ attorney for personal care		Residence Address or same as Section 1 ☐		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	Apartment #	Street No. and Name or P.O. Box, Rural Route, General Delivery
Date of Birth (yyyy/mm/dd)		Sex ☐ M ☐ F	City/Town	Postal Code	
I am this person's ☐ parent ☐ legal guardian ☐ attorney for personal care		Residence Address or same as Section 1 ☐		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 Date (yyyy/mm/dd)

X

Home Telephone No.

()

Work Telephone No.

()

Family Doctor's Signature

X

Date (yyyy/mm/dd)

4353-90 (2009/04)

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PHYSICIAN COPY

APPENDIX B.1

PRIMARY HEALTH CARE NEW PATIENT DECLARATION



Ministry of Health

Clear Form

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

Section B: Children and Dependent Adults

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

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

Section C: Signature and Date

Signature	Date

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 as required for verification purposes.

Physician Last Name (print)	First Name (print)
Physician Signature	Date

Print Form

APPENDIX B.2

UNATTACHED PATIENT DECLARATION FORM



Ministry of Health

[Clear Form](#)

Primary Health Care 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
	yyyy/mm/dd

Section C: Patient / Guardian Signature and Date

Signature	Date
	yyyy/mm/dd

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 as required for verification purposes.

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

[Print Form](#)

APPENDIX C

FAMILY HEALTH ORGANIZATION PHYSICIAN DECLARATION

TO: THE MINISTRY OF HEALTH (the “**Ministry**”)

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

SECTION ONE: FHO PHYSICIAN DECLARATION	
In the event the FHO Physician is a natural person, please complete the box below:	In the event the FHO Physician is a medicine professional corporation please complete the box below:
IN CONSIDERATION of the Ministry and the Family Health Organization (the “FHO”) entering into the Family Health Organization Agreement (the “Agreement”) under which the Ministry shall remunerate the undersigned physician and the FHO 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 Organization (the “FHO”) entering into the Family Health Organization Agreement (the “Agreement”) under which the Ministry shall remunerate _____ [insert name of medicine professional corporation] and the FHO 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:

The undersigned confirms:

- (a) I will support the Family Health Organization’s ongoing efforts to enable patients to receive a response from the group with respect to administrative matters during regular business hours, including via email, text, phone or other combination.
- (b) I will support the Family Health Organization’s efforts to provide appropriate access that meets the needs of the practice’s patients including meeting contractually required after-hours coverage.

(c) I will not direct patients to attend at an Emergency Department during regular business hours, and contractually required after hours, for conditions which can be appropriately assessed by a FHO physician.

(d) I will make best efforts to arrange clinically appropriate coverage when away from the practice which may include arranging cross coverage by other physicians in the Family Health Organization.

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.

Upon the Ministry confirming the undersigned's status as a FHO Physician, the undersigned, with the support of the Ministry and in accordance with a timetable to be agreed to between the Ministry and the FHO, hereby agrees to offer each patient in his/her practice or, in the practice of a Participating 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 section 5.1 of the Agreement.

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 FHO Services provided to Enrolled Patients.

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 FHO 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 FHO 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 FHO as a result of such debt of the undersigned, the FHO shall be entitled to deduct such amounts from any amounts payable to the undersigned by the FHO.

The undersigned has executed all FHO 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 Organization as may be required to demonstrate compliance with the Governance Requirements as defined and as set out in the Agreement.

The undersigned acknowledges and agrees that all payments to be made under the Agreement shall be made to the bank account specified by the FHO Physicians in accordance with the Governance Requirements as defined and as set out in the Agreement.

The undersigned confirms that Dr. _____, as Lead FHO Physician, and Dr. _____ as Associate FHO Physician, have the authority to act on my behalf in accordance with the Governance Requirements as defined and as set out in the Agreement.

In the event the undersigned is a Medicine Professional Corporation, the undersigned hereby confirms that the Participating Voting Shareholder(s) has(ve) the full power and authority to bind the Medicine Professional Corporation in all matters pertaining to the Agreement, including for the purposes of the Governance Requirements as defined and set out in the Agreement.

Dated at _____ this _____ day of _____, _____.

Name	_____
Billing Number	_____
Office Address	_____

Email Address	_____
Phone Number	_____
Name of FHO	_____

Signature: Physician

Witness

OR

In the event the FHO 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.
4. The Participating Voting Shareholder designated by the [insert name of corporation] to provide FHO Services on behalf of the corporation is: [insert physician name]; and

5. Except for the Participating Voting Shareholder designated in paragraph 4 above and any other FHO Physician or FHO Contracted Physician, no Physician shall provide FHO Services on behalf of the [insert name of corporation] unless agreed to in writing by the Ministry and the OMA.

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 by a Participating Voting Shareholder of the Medicine Professional Corporation that will participate in the FHO:

Name of Participating Voting Shareholder:

Office Address:

Billing Number:

Phone Number:

Fax Number:

I, the undersigned physician, being a Participating Voting Shareholder 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 11.8 and 11.9 of the Agreement, shall apply to me in my personal capacity.

Name of Participating Voting Shareholder(s):

Name:

Witness

AND

SECTION THREE: LEAD PHYSICIAN DECLARATION

I, _____ (Lead Physician), confirm that _____ (Physician) has received a copy of the Agreement and the FHO Governance Document(s) and by the signing

of this Appendix has agreed to be bound by them. I agree on behalf of the FHO to provide to the Ministry such information as may be reasonably required for the purposes of this Appendix.

Signature: Lead Physician

APPENDIX D

FAMILY HEALTH ORGANIZATION CONTRACTED PHYSICIAN DECLARATION

TO: THE MINISTRY OF HEALTH (the “**Ministry**”)

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

SECTION ONE: FHO CONTRACTED PHYSICIAN DECLARATION	
In the event the FHO Contracted Physician is a natural person, please complete the box below:	In the event the FHO Contracted Physician is a medicine professional corporation please complete the box below:
IN CONSIDERATION of the Ministry and the Family Health Organization (the “ FHO ”) entering into the Family Health Organization Agreement (the “ Agreement ”) under which the Ministry shall remunerate the undersigned physician and the FHO 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 Organization (the “ FHO ”) entering into the Family Health Organization Agreement (the “ Agreement ”) under which the Ministry shall remunerate _____ [insert name of medicine professional corporation] and the FHO 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:

The undersigned confirms:

- (a) I will support the Family Health Organization’s ongoing efforts to enable patients to receive a response from the group with respect to administrative matters during regular business hours, including via email, text, phone or other combination.
- (b) I will support the Family Health Organization’s efforts to provide appropriate access that meets the needs of the practice’s patients including meeting contractually required after-hours coverage.

(c) I will not direct patients to attend at an Emergency Department during regular business hours, and contractually required after hours, for conditions which can be appropriately assessed by a FHO physician.

(d) I will make best efforts to arrange clinically appropriate coverage when away from the practice which may include arranging cross coverage by other physicians in the Family Health Organization.

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.

As long as the undersigned is a FHO 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 FHO Services provided to Enrolled Patients other than as provided in the Agreement.

The undersigned acknowledges and agrees that all payments to be made under the Agreement shall be made to the bank account specified by the FHO Physicians in accordance with the Governance Requirements as defined and as set out in the Agreement.

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 FHO 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 FHO or by the Plan, all or part of such money as permitted by that Act and the Agreement.
- (c) In the event that the General Manager does retain by way of a deduction or set-off any money due and payable to the FHO as a result of such debt of the undersigned, the FHO shall be entitled to deduct such amounts from any amounts payable to the undersigned by the FHO.

The undersigned confirms that Dr. _____, as Lead FHO Physician, and Dr. _____ as Associate FHO 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 _____

Email Address _____
Phone Number _____
Name of FHO _____

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

Signature: Physician

Witness

OR

In the event the FHO 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.
4. The Participating Voting Shareholder designated by the [insert name of corporation] to provide FHO Services on behalf of the corporation is: [insert physician name]; and
5. Except for the Participating Voting Shareholder designated in paragraph 4 above and any other FHO Physician or FHO Contracted Physician, no Physician shall provide FHO Services on behalf of the [insert name of corporation] unless agreed to in writing by the Ministry and the OMA.

Signature of Authorized Signing Officer

Witness

Name and Title: _____

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

SECTION TWO: SHAREHOLDER ACKNOWLEDGEMENT

To be completed in the event the FHO Contracted Physician is a Medicine Professional Corporation by a Participating Voting Shareholder of that corporation:	
Name of Participating Voting Shareholder:	Office Address:
Billing Number:	Phone Number:
	Fax Number:

I, the undersigned physician, being a Participating Voting Shareholder 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 11.8 and 11.9 of the Agreement, shall apply to me in my personal capacity.

Name of the Participating Voting Shareholder(s):

Name:

Witness

SECTION THREE: LEAD PHYSICIAN DECLARATION
--

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

Signature: Lead Physician

APPENDIX E

DESCRIPTION OF FAMILY HEALTH ORGANIZATION 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 FHO 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 FHO 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 FHO Physicians do not offer full maternal care, they shall make best efforts to arrange for Enrolled Patients to receive these services.

APPENDIX F

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

1. Governance Documents.

The following entities shall create Governance Document(s) consistent with the Governance Requirements in this Appendix F:

A. Unincorporated Association – Natural Persons:

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

B. Partnership – Natural Persons as Partners:

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

C. Medicine Professional Corporation – Shareholders:

Where the FHO is a medicine professional corporation, each Participating Voting Shareholder shall enter into a Shareholders' Agreement and shall adopt Corporate Bylaws that shall both be consistent with these Governance Requirements.

D. Unincorporated Association – Natural Persons, Partnerships, Medicine Professional Corporations:

Where the FHO is composed of one or more of:

- (i) natural persons;
- (ii) partnerships;
- (iii) Medicine Professional Corporations,

each member of the FHO shall enter into an Contract of Agreement consistent with these Governance Requirements.

Notwithstanding anything else contained in this Agreement, only Participating Voting Shareholders of a Medicine Professional Corporation shall be treated as FHO Physicians under this Agreement. Participating Voting Shareholders are the only individuals who may execute the Governance Document(s) on behalf of a signatory Medicine Professional Corporation pursuant to this Agreement. Any other shareholders who do not provide FHO Services shall not be considered FHO Physicians and shall have no obligations under this Agreement.

2. Required Terms.

The FHO 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 establish decision-making mechanisms for matters pertaining to the Agreement including at a minimum the following:

- (i) the admission of new FHO Physicians;
- (ii) the withdrawal of current FHO Physicians;
- (iii) the expulsion of current FHO Physicians;
- (iv) an approval process for FHO Contracted Physicians;
- (v) the selection of the Commencement Date for the FHO;
- (vi) where the FHO Physicians are in an unincorporated association, modifications to the Contract of Association;
- (vii) any decision of the FHO Physicians to terminate the FHO Agreement;
- (viii) a process for determining after-hours and on-call service by FHO Physicians;
- (ix) how the FHO Physicians share financial information received from the Ministry;
- (x) how the FHO Physicians shall determine individual payments to the FHO Physicians from payments deposited to the FHO's bank account;
- (xi) a process to provide notification from each FHO Physician's malpractice insurer of any change or cancellation of such insurance.

3. Review of Governance Documents

Upon written request by the Ministry, the FHO Physicians shall provide a complete copy of the Governance Agreement to the Ministry. If, after reviewing the Governance Document(s), the Ministry determines that the Governance Document(s) is inconsistent or deficient in relation to this Agreement, the FHO 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.

4. Operational Requirements

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

- (a) establish a bank account residing at a financial institution located in Canada and subject to Canadian banking laws, in the name of the FHO, with the naming of at least two appropriate signing officers, one of whom shall be the Lead FHO Physician, as defined in (d) below;

- (b) establish a framework for managing the FHO 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 FHO Services;
- (c) adopt and implement information management protocols that give due regard to appropriate patient confidentiality and are consistent with this Agreement and applicable law; and
- (d) establish explicit authority for a minimum of two elected officers, of whom one shall be known as the "Lead FHO Physician", and one shall be known as the "Associate FHO Physician", who must all be FHO Physicians, and who, acting alone or in combination, are able to bind all of the members of the FHO collectively and personally, for a minimum of the following purposes:
 - i. for execution of all amendments, extensions or renewals of the FHO Agreement;
 - ii. 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 FHO Services, in support of FHO activities and operations; and
 - iii. 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 FHO activities and operations.

APPENDIX G

FAMILY HEALTH ORGANIZATION 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 ORGANIZATION PHYSICIAN (the “**Lead FHO
Physician**”)

I, _____, hereby authorize the General Manager to disclose to the
Lead FHO 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 FHO Physician, or until the FHO 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 FHO Physician is to assist and support the FHO Physicians for
financial and administrative purposes.

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

Dated at _____ this _____ day of _____, _____.

Signature

Name

Address

Family Health Organization

APPENDIX G.2

FAMILY HEALTH ORGANIZATION 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 (the “**Minister**”)

AND TO: THE LEAD FAMILY HEALTH ORGANIZATION PHYSICIAN (the “**Lead FHO
Physician**”)

I, _____, hereby authorize the General Manager to disclose to the Lead
FHO 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 FHO 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 FHO Contracted Physician, or until the FHO
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 FHO Physician is to assist and support the FHO Physicians for
financial and administrative purposes.

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

Dated at _____ this _____ day of _____, _____.

Signature

Name

Address

Family Health Organization

APPENDIX H

PROCESS FOR DEPARTING OR ABSENT PHYSICIANS

1. Departing FHO Physician – Continuing to Practice Medicine

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

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

Where a FHO 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 FHO Services are provided by the FHO, the FHO Physician shall give written notice to his or her Enrolled Patients asking that such Enrolled Patients confirm their Enrolment within sixty (60) days. Where the Enrolled Patient does not confirm his or her Enrolment to the FHO 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 FHO Physician shall provide sixty (60) days' notice to the Lead FHO Physician, the Ministry, and to the OMA and thirty (30) days' written notice to his or her Enrolled Patients.

2. Departing FHO 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 FHO Physician shall provide sixty (60) days' notice to the Lead FHO Physician, the Ministry, and the OMA and 60 days' written notice to his or her Enrolled Patients.

The remaining FHO Physicians may offer to take on the Enrolled Patients of the FHO 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 FHO Physician because of Death

The Lead FHO Physician shall provide the Ministry and the OMA with notice of the FHO Physician's death within thirty (30) days.

The remaining FHO Physicians shall use all best efforts to continue to provide services to the Enrolled Patients of the deceased FHO Physician and provided they do so, payments shall continue to the FHO for such patients for up to six months. The remaining FHO Physicians shall provide written notice to the Enrolled Patients of the death of the FHO Physician. The remaining FHO Physicians may offer to take on the Enrolled Patients of the deceased FHO 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. Pregnancy, Parental and Disability Leave The Lead FHO Physician shall provide the Ministry with notice of a FHO Physician's pregnancy, parental or disability within thirty days. The remaining FHO Physicians shall use all best efforts to continue to provide services to the Enrolled Patients of the FHO Physician on leave during the period of the leave and provided they do so, payment to the FHO shall continue to the FHO for such patients during the period of pregnancy, parental or disability leave.

APPENDIX I

PAYMENT TERMS

1.0 DEFINITIONS

1.1 In this Appendix to the Agreement, the following terms will have the following meaning:

- (a) **“Commencement Date”** for the purposes of section 2.5, means the date a fee code is payable to Physicians pursuant to the Framework Agreement.
- (b) **“Core Services”** also known as in-basket services, are included in the Base Rate(s), and shall mean the fee codes for FHO Services set out in Schedules 2 and 2A to this Appendix.
- (c) **“Enrolled Long-Term Care Patient”** shall mean an Enrolled Patient that resides at a Long-Term Care Facility.
- (d) **“Non-Core Services”** also known as out-basket services, shall mean the FHO Services that are not listed as Core Services.

2.0 PAYMENT ARRANGEMENT & FEE CODES

2.1 **Monthly Payments.** Payment will be made monthly in arrears for Core Services rendered on and following the Effective Date, unless explicitly stated otherwise in this Appendix.

2.2 **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.

2.3 **Special Payments Schedule.** Special Payments under section 8 of this Appendix are payable in the month following the FHO Physician or FHO Contracted Physician submitting the final required claim to be eligible for payment to the Ministry.

2.4 **Payments by the Ministry.** The Ministry shall issue payments by electronic deposit to the applicable bank account(s).

2.5 **Fee Codes.** Any fee codes not specified explicitly in this Appendix will be provided to FHOs after the Effective Date, listed in subsequent Schedules to this Appendix, which will form part of the Agreement and not constitute an amendment to the Agreement. Payment eligibility for each fee code will be as of the Effective Date of the Agreement or the Commencement Date of the fee code itself, as applicable.

2.6 Fee Code Adjustments. The value of individual fee codes shall be revised in accordance with the appropriate fee-for-service increases set out in, and over the term of, the Framework Agreement. Any subsequent revisions to the value of individual fee codes 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 FHO Physicians.

3.0 PAYMENT DIRECTION

3.1 Mandatory Payments to the FHO. The Ministry shall issue the following payments be made to the FHO and not individual FHO Physician or FHO Contracted Physicians, as the case may be:

- (a) Management Leadership Payment (“GMLP”) including E-GMLP, and
- (b) Office Practice Administration (“OPA”).

3.2 Mandatory Payments to FHO Physician or FHO Contracted Physician. The Ministry shall make the following payments to each Physician’s individual bank account and reported on the Physician’s individual remittance advice, regardless of any election made under this section:

- (a) Rurality Gradient Premium, and
- (b) Special Premiums.

3.3 Payments Eligible for Election to the FHO or Individual Physicians. The following payment elements may be directed either to the FHO account or to individual Physician accounts, provided that all Physicians unanimously agree to the direction of such payments:

- (a) Base Rate Payment(s)
- (b) Blended Fee-for-Service Premium(s)
- (c) Complexity-Based Capitation Payments
- (d) Hourly Rate Payments
- (e) Preventive Care Bonus
- (f) Income Stabilization (IS) Program payments, if applicable.

3.4 Election of Payment Direction. Each FHO shall make a collective election as to whether all payments under section 3.3 of this Appendix shall be deposited into either the FHO bank account or the individual bank accounts of the FHO Physicians or FHO Contracted Physicians. Any such election, and any subsequent change to it, shall be decided by the FHO Physicians.

All pre-existing FHOs are deemed to continue their election after the Effective Date unless and until the direction form in section 3.6 is re-submitted to the Ministry.

3.5 Payments Per Claim Eligible for Election to the FHO or Individual Physician. The following payment elements may be directed to either the FHO account or to an individual Physician account based on whether the Group Identifier or solo Physician Identifier is selected per claim submission:

- (a) After Hours Premiums
- (b) Fee-for-service
- (c) Unattached Patient Fees.

3.6 **Direction to the Ministry.** The Lead FHO Physician shall notify the Ministry in writing by way of the payment direction form, or such other form, as agreed to by the OMA and the Ministry of any election or change in election, as applicable.

4.0 BASE PAYMENTS

4.1 **Base Payments.** Pursuant to section 3.3 of this Appendix, the Ministry shall issue a base payment for each Enrolled Patient, in 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, and prorated for each day the patient is an Enrolled Patient to a FHO Physician.

For clarity, included in the base rate payment is a senior's care premium of 15% for Enrolled Patients 65 years of age and older.

4.2 **Complexity-Based Capitation Payments.** Pursuant to section 3.3 of this Appendix, the Ministry shall issue a complexity-based capitation payment for each Enrolled Patient, an amount equal to the acuity-modified 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 to a FHO Physician, based on the patient's calculated health complexity.

4.3 **Blended Fee-For-Service Payment for Core Services Provided to Enrolled Patients.** Pursuant to section 3.3 of this Appendix, the Ministry shall pay thirty percent (30%) of the value of valid claims for Core Services listed in Schedules 2 and 2A to this Appendix, submitted in accordance with the *Health Insurance Act*, that are included in the Base Rate and are provided to Enrolled Patients, including Enrolled Patients who reside in a Long-Term Care facility ("Shadow Billing Premium").

4.4 **Blended Fee-For-Service Payment for Listed Core Services Provided to Enrolled Patients.** Pursuant to section 3.3 of this Appendix, the Ministry shall pay an additional twenty percent (20%) in addition to what is payable under 4.3 for a total of fifty (50%) of the value of valid claims for Core Services listed in Schedule 2B to this Appendix, submitted in accordance with the *Health Insurance Act*, that are provided to Enrolled Patients, including Enrolled Patients who reside in a Long-Term Care facility ("Shadow Billing Premium").

4.5 **Long-Term Care Facilities Base Rate Payment.** Pursuant to section 3.3 of this Appendix, the Ministry shall issue payment for each Enrolled Long-Term Care Patient in the amount of \$1,223.22 (net) per annum (not sex and age adjusted) for the Core Services listed in Schedule 2A to this Appendix and the payment shall be conditional on the FHO Physician meeting the additional service obligations set out in subsection 4.7 of this Appendix.

4.6 **Periodic Revisions to Base Rate Payment for Enrolled Patients in Long Term Care Facilities.** The value of the Base Rate Payment for Enrolled Patients who reside in

Long-Term Care Facilities shall be revised periodically 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 FHO Physicians.

4.7 Additional Service Obligations as of April 1, 2006. In addition to the service obligations contained herein, the FHO Physician shall meet the following further obligations relating to the care of an Enrolled Long-Term Care Patient:

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

5.0 CONTINUITY OF CARE

5.1 Continuity of Care. Each FHO Physician is expected to maintain Continuity of Care, meaning that their roster of Enrolled Patients should cumulatively receive at least 75% of all Core Services visits provided by:

- (i) the FHO Physician;
- (ii) any other Physician within the FHO including another FHO Physician, FHO Contracted Physician or Income Stabilization Physician, or
- (iii) any other Acceptable Physician, as defined in section 5.3 of this Appendix.

5.2 Continuity of Care Cumulative Measure. The Continuity of Care is calculated across each FHO Physician's roster of Enrolled Patients' cumulative receipt of Core Services in each quarter.

5.3 Acceptable Physician. For the purposes of section 5.1 (iii), an Acceptable Physician shall use the 00-classification code and one of the following applies:

- (i) the physician holds GP Focus Practice designation and uses billing fee codes or diagnostic codes identified for their area of Focus Practice;
- (ii) the physician provides Core Services that take place in an Emergency Department or elsewhere in a Hospital, as identified by a master hospital number (including one of the following special visit to an emergency department codes: K990 to K999 series codes and H980 to H981; H984 to H989);
- (iii) the Physician is a signatory to the Care of the Elderly or HIV Alternative Payment Plan; or

(iv) the Physician bills Ocular-visual feed codes (A110A and A112A).

5.4 At-Risk Reduction for Failure to Meet Continuity of Care: Should an individual FHO Physician's Continuity of Care fall below the 75% threshold the physician's base rate payment(s) will be subject to an "at risk" Adjustment as set out in 5.5(iii).

5.5 Continuity of Care Tracking and At-Risk Reporting. A FHO Physician's Continuity of Care will be measured on a rolling basis as follows:

- (i) A FHO Physician's Continuity of Care Cumulative Measure is tracked on a per quarter basis;
- (ii) The Ministry will notify the FHO Physician in the third quarter of the cycle, if the Continuity of Care from the first quarter is subject to the At- Risk Reduction; such notification will be made no later than sixty (60) days after the completion of the second quarter with the Ministry making reasonable efforts to notify the FHO Physician within thirty (30) days of completion of the second quarter;
- (iii) If, in the fourth quarter, the FHO Physician does not meet the Continuity of Care threshold, as assessed in the subsequent quarter after billing is completed, the Ministry will reduce the sixth quarter's Base Rate Payment(s) by fifteen (15) percent of the first quarter's Base Rate payment(s) ("Adjustment") in two equal amounts in the second and third months of that sixth quarter.

5.6 Ministry Report on Continuity of Care. The Ministry shall provide a standalone report to each FHO physician each month to show the number of patient visits and the in-basket continuity measure for that physician.

6.0 HOURLY PAYMENTS

6.1 Hourly Rate Payments. Pursuant to section 3.3 of this Appendix the Ministry shall issue the following hourly payments to each FHO Physician and FHO Contracted Physician based on or for, all Insured Services provided in the usual family clinical practice setting (including in Long-Term Care facilities and home visits) to or for Enrolled Patients:

- (i) **Direct Patient Care (Q310A):** is payable at the rate of eighty dollars (\$80.00) per hour for the time spent personally providing clinical services in-person and synchronous virtual care to Enrolled Patients. Direct Patient Care includes telephone-based virtual care provided in office and clinical teaching provided concurrently with patient care to Enrolled Patients.
- (ii) **Direct Telephone-Based Patient Care - Not in Office (Q311A):** is payable at the rate of sixty-eight dollars (\$68.00) per hour for the time spent personally providing telephone based virtual care services to Enrolled Patients of the FHO when the physician is not physically present in the usual family medicine clinical practice setting.
- (iii) **Indirect Patient Care (Q312A):** is payable at the rate of eighty dollars (\$80.00) per hour for time spent personally providing the following services associated with a

specific Enrolled Patient's receipt of insured services where there is no direct patient contact:

- (a) Documentation of patient interactions and charting.
 - (b) Review of results: labs, imaging, consultations, and other reports.
 - (c) Preparing referrals and requisitions.
 - (d) Chart review.
 - (e) Discussion with, and providing advice and information to the patient or the patient's representative before or after the provision of direct patient care for an insured service, via synchronous or asynchronous care communication,
 - (f) Care coordination and care planning
 - (g) Conferencing, consulting, and meeting with other physicians and/or other health professionals for a specific patient or patients.
 - (h) Conferencing and meeting with family members and/or patient medical representatives.
 - (i) Reviewing and analyzing clinically related information/research directly related to the needs of a particular patient (e.g. investigating particular diagnostic and therapeutic interventions).
 - (j) Completion of clinically required forms, reports and medical certificates of death (excluding services requested or required by a third party for other than medical requirements and for which the physician can bill the patient directly, such as insurance forms and reports, medical-legal letters and reports, insurance/industrial examinations, and physical fitness examinations for school/camp).
 - (k) Patient-specific clinical teaching arising from Direct Patient Care. Teaching that is unrelated to Direct Patient Care is not payable as Indirect Patient Care Time.
- (iv) **Clinical Administration (Q313A):** is payable at the rate of eighty dollars (\$80.00) per hour for time spent on activities that require the professional expertise of a physician for management of the Physician's roster or to all Enrolled Patients of the FHO:
- (a) Proactive patient management and review for screening interventions, disease management, and provision of care (e.g., mammograms, colon cancer screening, immunizations, diabetes management).
 - (b) Electronic Medical Record (EMR) updating and management that requires physician expertise.
 - (c) Quality improvement planning and clinic-based implementation work including but not limited to planning and implementing patient access and equity initiatives

and training and change management associated with the adoption of digital health-driven solutions and initiatives.

6.2 Excluded Activities. For greater clarity, the clinical administration hourly payment under 6.1(iv) is not payable for:

- (a) non-clinical activities associated with clinic management and operations, including management of employees, finance and accounting, and clinic infrastructure services such as ordering supplies and equipment, leasing and insurance;
- (b) activities described in section 6.1 (i), (ii) or (iii) of this Appendix; or
- (c) activities for a specific Enrolled Patient.

6.3 Hourly Rate Calculation. Hourly rate payments will be for the cumulative time the FHO Physicians and FHO Contracted Physicians spend providing services per day in each of the four categories:

- (a) Direct Patient Care,
- (b) Direct Telephone-Based Patient Care - Not in Office
- (c) Indirect Patient Care, and/or
- (d) Clinical Administration.

6.4 Time Codes. Time codes for each category in section 6.3 will be billed and paid by 15-minute increments with any remainder of eight (8) minutes or more counting as a full 15-minute unit. Time codes will be calculated on a cumulative basis for all Enrolled Patients, per category, per day.

6.5 Hourly Rate Payments Excluded Settings. The hourly rate payments in section 6.1 do not apply to services provided by FHO Physicians and FHO Contracted Physicians outside the usual family medicine clinical practice setting, including services provided while in an emergency department, in-hospital (i.e. admitted patients/hospitalist work as well as obstetrical labour and delivery care), anesthesia, surgical assist, Independent Health Facilities, or to services provided to non-enrolled patients or uninsured services to any patient. Nor do the hourly rate payments apply to for travel time to and from the usual family practice clinical setting.

6.6 Hourly Payment Daily and Monthly Limits. FHO Physician or FHO Contracted Physicians may bill:

- (a) a daily limit of 14.0 hours per day of hourly payments (“Daily Limit”); and,
- (b) a monthly limit as follows:
 - i. 240.0 hours per month of hourly payments in the month with 28 days;
 - ii. 248.6 hours per month of hourly payments in the month with 29 days;
 - iii. 257.1 hours per month of hourly payments in months with 30 days; and

iv. 265.7 hours per month of hourly payments in months with 31 days.

6.7 Combined Hourly Payment Monthly Limits. Subject to the monthly limits in section 6.6, the following limitations apply to the hourly payment rates averaged over a month:

- (a) Indirect Patient Care and Clinical Administration hourly payments may not together exceed twenty-five percent (25%) of a FHO Physician or FHO Contracted Physician's total hourly payments billed for a month.
- (b) Clinical Administration hourly payments may not exceed five percent (5%) of a FHO Physician or FHO Contracted Physician's total hourly payments billed for a month for direct and indirect patient care.

6.8 Hourly Payment – Records. FHO Physicians and FHO Contracted Physicians shall maintain such records as may be necessary to establish the total time spent providing Direct Patient Care, Indirect Patient Care, and/or Clinical Administration. Such records of time spent providing Indirect Patient Care and Clinical Administration on a given day shall include a summary description of the activities associated with the time-based fee code. Upon the Ministry's request, the FHO shall provide the Ministry or its agents with the billing records or other information to demonstrate the direct, indirect and clinical administrative work that was billed for a given day.

7.0 FEE-FOR-SERVICE PAYMENTS

7.1 Non-Core Services to Enrolled Patients. Pursuant to section 3.5 of this Appendix, the Ministry shall pay the full value of valid fee-for-service claims, submitted in accordance with the *Health Insurance Act*, for Non-Core Services provided to Enrolled Patients, including Enrolled Patients who reside in Long-Term Care facilities.

7.2 Core Services to Enrolled Patients in Hospital. Pursuant to section 3.5, the Ministry shall pay the full value of valid full fee-for-service amounts for in-patient services provided to Enrolled Patients which are considered Non-Core Services for the purposes of this Agreement. For greater clarity, these services do not impact the "Hard Cap" limit established in section 7.3 of this Appendix.

7.3 Insured Services Provided to Non-Enrolled Patients. Pursuant to section 3.5 of this Appendix, the Ministry shall pay the full value of valid fee -for-service claims in accordance with the *Health Insurance Act* for Insured Services provided to patients other than Enrolled Patients.

In the case of Insured Services that are Core Services in Schedule 2 provided to non-enrolled patients, the valid fee-for-service claims shall be paid annually up to the total maximum payment multiplier (the "Multiplier") multiplied by the number of FHO Physicians in the FHO (the "Core Service Ceiling" or "Hard Cap"). 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 Multiplier, as agreed to by the OMA and the Ministry, shall be \$56,947 effective April 1, 2023.

7.4 First Year Exemption. The Hard Cap set out in section 7.3 shall not apply to payments to the FHO in the case where the payments result from FHO 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.

8.0 SERVICE ENHANCEMENT CODES AND SPECIAL PAYMENTS

8.1 Cumulative Preventive Care Management Service Enhancement Codes. A FHO Physician may claim the following Service Enhancement who has administered a high cumulative level of preventive care to their roster of patients.

A FHO Physician may make one claim per year under each of the following two headings per year:

(i) **Influenza Vaccine for Enrolled Patients over 65**

Pursuant to section 3.3 of this Appendix, the Ministry will issue payments for valid claims for Services Enhancement codes. This Service Enhancement Fee is calculated annually on an individual FHO physician basis is based on the percentage of the target population who have received the influenza vaccine appropriate for that influenza season by January 31st of the fiscal year for which the bonus is being claimed. The target population consists of enrolled patients who are 65 years or older as of December 31st of the fiscal year for which the bonus is being claimed.

<i>Percentage of Enrolled Patients</i>	<i>Fee Payable</i>	<i>Service Enhancement Code</i>
<u>60%</u>	<u>\$220</u>	<u>Q100A</u>
<u>65%</u>	<u>\$440</u>	<u>Q101A</u>
<u>70%</u>	<u>\$770</u>	<u>Q102A</u>
<u>75%</u>	<u>\$1100</u>	<u>Q103A</u>
<u>80%</u>	<u>\$2200</u>	<u>Q104A</u>

(ii) **Childhood Immunizations for Enrolled Patients**

This bonus is based on the percentage of the target population who have received all of the Ministry-supplied immunizations as recommended by the National Advisory Committee on Immunization. The **target population** consists of Enrolled Patients who are aged 30 to 42 months of age, inclusive as of March 31st of the fiscal year for which the bonus is being claimed. These patients must have received all applicable immunizations by 30 months of age.

Percentage of Enrolled Patients	Fee Payable	Service Enhancement Code
85%	\$440	Q115A
90%	\$1100	Q116A

8.2 Payments for Services Enhancement Codes. Pursuant to section 3.3 of this Appendix, the Ministry will issue payments for valid claims for Services Enhancement codes payable under section 8.1. For practices less than 1,000 Enrolled Patients the two enhancement codes in that section will be available on a prorated basis.

8.3 Special Payments. A FHO 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 labour and deliveries and prenatal care. The provision of any services listed in sections 8.7, 8.8, and 8.9 by a nurse practitioner, registered to the FHO, will count towards the FHO Physician's fulfillment of the obligations to qualify for each of these Special Payments provided that the nurse practitioner submits valid claims billed at \$0.00 for these services for Enrolled Patients in accordance with the provisions of this Appendix.

Additionally, the provision of any services listed in sections 8.4-8.11 by a FHO Contracted Physician, registered to the FHO, will count toward the FHO Physician's fulfillment of the obligations to qualify for each of these Special Payments provided that the FHO Contracted Physician submits claims for these services to Enrolled Patients in accordance with the provisions of this Appendix.

8.4 Special Payment for Labour and Delivery. Pursuant to section 3.2, a FHO Physician shall receive an additional \$5,000.00 after submitting valid claims for five (5) or more services from the following Fee Schedule codes: P006A, P007A, P009A, P018A, P020A, P038A and P041A with an additional \$3,000 after submitting valid claims for 23 or more patients in any fiscal year.

8.5 Special Payment for Hospital Services. A FHO physician may earn the following Hospital Services Bonus(es) if they accumulate the listed amounts below based on the provision of insured services under the fee codes set out in Schedule 3 to this Appendix I to Enrolled Patients and Non-Enrolled Patients:

- (i) \$5,000 upon accumulation of \$2,000 in any fiscal year;
- (ii) \$7,500 upon accumulation of \$2,000 in any fiscal year if a FHO Physician is located in a Northern and/or Rural Community, as evidenced by the office that the physician regularly provides FHO Services (as registered with the Ministry) or the hospital in which they regularly provide hospital services have a Designated RIO Area of forty (40) or greater or the following Northern Urban Referral Centres: Sudbury, Timmins, North Bay, Sault Ste Marie or Thunder Bay, or such other communities as may be agreed to in writing by the OMA and the Ministry and , as the case may be ("Level A"); or
- (iii) Upon accumulation of \$6,000 in any fiscal year for those qualifying for the payment in subsection (ii), the Ministry will issue an additional payment of \$5,000 for a total of \$12,500.

8.6 Special Payment for Palliative Care. The following additional Fee Schedule Codes will accumulate to Palliative Care special premium thresholds for enrolled and non-enrolled patients: K023A, C882A, A945A, C945A, W882A, W872A, B997A and B998A.

In order to receive the Premium payment, a Physician must reach the following thresholds:

Bonus Level	A	C
Necessary annual criteria	4 or more patients served	10 or more patients served
Annual Bonus	\$2,400	An additional \$3,600 for a total of \$6,000.

8.7 Special Payment for Office Procedures. Pursuant to section 3.2 of this Appendix, a FHO Physician shall receive an additional \$2,000.00 after submitting valid claims for services to Enrolled Patients totalling \$1,200.00 or more in any fiscal year from the list of services set out in Schedule 4 to this Appendix.

8.8 Special Payment for Prenatal Care. Pursuant to section 3.2 of this Appendix, a FHO Physician shall receive an additional \$2,000.00 after submitting valid claims for fee schedule codes P003A and/or P004A for prenatal care during the first 28 weeks of gestation for 5 or more Enrolled Patients in any fiscal year.

8.9 Special Payment for Home Visits (Other Than Palliative Care). A FHO Physician shall receive the following Home Visit annual bonuses after submitting valid claims for fee codes A900A, A902A, B990A, B992A, B993A, B994A and B996A.

Bonus Level	A	B	C	D
Necessary Annual Criteria	3 or more patients served and	6 or more patients served and	17 or more patients served and	32 or more patients served and
	12 or more encounters	24 or more encounters	68 or more encounters	128 or more encounters
Total Annual Bonus	\$1,500	\$3,000	\$5,000	\$8,000

8.10 Special Payment for Long-Term Care. The following additional Fee Schedule Codes will accumulate to Long-Term Care premium thresholds for non-enrolled and Enrolled Patients: W001A, W002A, W003A, W004A, W008A, W010A, W102A, W104A, W107A, W109A, W121A, W777A, W903A.

In order to receive the Premium payment, a physician must reach the following thresholds:

Bonus Level	A	C
Necessary annual criteria	12 or more patients served	36 or more patients served

Annual Bonus	\$2,400	An additional \$3,600 for a total of \$6,000.
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8.11 Premiums for Primary Health Care of Patients with Serious Mental Illness. Pursuant to section 3.2 of this Appendix, the Ministry shall issue the following payments:

- (a) an additional \$1,200 per fiscal year when during that fiscal year, at least 5 patients with diagnoses of bipolar disorder or schizophrenia are managed by the FHO Physician.

Fee Schedule codes for services provided to these patients must be accompanied by tracking code Q021A for schizophrenia and tracking code Q020A for bipolar disorder, and the patient must be enrolled to the billing physician in order for the premium to be paid; and

- (b) an additional \$1,200 (\$2,400 in total) premium for at least an additional 5 patients (i.e. at least 10 patients in total) subject to the Physician satisfying section 8.10(a) of this Appendix.

8.12 After Hours Premium Payments. Pursuant to section 3.5 of this Appendix, the Ministry shall issue a payment equivalent to a 50% premium on the full value of fee codes A001A, A003A, A004A, A007A, A008A, A888A, K005A, K013A, K017A, K030A, K033A, K130A, K131A, K132A, K133A, Q050A, Q888A, for valid claims for Services provided to Enrolled Patients during Recognized Holidays and Evening and Weekend Hours.

A fee service code Q012A must accompany each submitted claim in order for the premium to be paid.

8.13 Rurality Gradient Premium. Pursuant to section 3.2 of this Appendix, FHO Physicians shall be eligible to qualify for a rurality premium on the basis of their score on the RIO. Beginning at a score of 40 on the RIO, a FHO 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 starting at 50 on the RIO.

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

9.0 UNATTACHED PATIENT FEES

9.1 Effective Date of Select Unattached Patient Fee Codes. Notwithstanding the Effective Date of this Agreement, the fee codes in sections 9.4, 9.5 and 9.6 of this Appendix are available from July 1, 2025.

9.2 Criteria for Payment and Recovery of Unattached Patient Fees. The following criteria must be satisfied for payment of the unattached patient fees in sections 9.4, 9.5 and 9.6 in this Appendix:

- I. Each unattached patient fee may only be billed once per patient, per FHO.

- II. Each fee can only be billed at the time of the first billable service for an Enrolled Patient within the usual family practice clinical setting with the patient.
- III. Payment of the fee requires the patient be enrolled to the FHO physician billing the patient attachment bonus code.
- IV. If the FHO Physician de-enrolls a new patient within twelve (12) months of the date of enrolment the patient attachment fee will be recovered.

9.3 New Patient Declaration Form. The New Patient Declaration Form attached in Appendix B.1 to this Agreement, must be completed by the Physician in conjunction with the fee codes in this section except no form is required for codes submitted pursuant to section 9.5 prior to the availability of the fee code.

9.4 Patient Attachment Bonus. Established Physicians and New Graduate Physicians who provide FHO Services may claim a Patient Attachment Bonus for newly Enrolled Patients. For the purposes of this section:

- (i) **“Established Physician”** means a Physician who has practiced medicine for at least three years and 1 day since licensure and is in good standing with the College of Physicians and Surgeons of Ontario.
- (ii) **“New Graduate Physician”** means a Physician who completed family medicine residency within three years prior to joining a FHO, or an International Medical Graduate who has completed family medicine postgraduate training and has received an independent practice license within three years of joining a FHO.

Established Physician Rates			
Newly Enrolled Patient		RIO less than 40	RIO equal to or greater than 40
Age 0 - 64		\$100	\$150
Age 65+		\$120	\$180
New Graduate Physician Rates			
Newly Enrolled Patient		RIO less than 40	RIO equal to or greater than 40
Age 0 - 64		\$150	\$225
Age 65+		\$180	\$270

9.5 Health Care Connect Complex / Vulnerable Unattached New Patient Payments.

Pursuant to section 3.5 of this Appendix, and following the submission of the fee code,

the Ministry shall provide a one-time payment of \$500.00 for each new patient enrolled to a Physician's roster that is:

- (a) referred to the Physician through the Health Care Connect waitlist and identified as complex and/or vulnerable by Health Care Connect; or
- (b) initially identified by Health Care Connect as non-complex or not vulnerable, but in the Physician's clinical opinion, is assessed to be complex and/or vulnerable.

A New Patient Declaration Form in Appendix B.1 must be completed and maintained on file.

9.6 Unattached Mother and Newborn Fees. Where a FHO Physician enrolls an unattached mother and newborn(s), the Physician may bill the following codes:

- (a) Mother Newborn New Patient code:

When enrolling both the unattached mother and newborn within two (2) weeks of birth or an unattached woman after thirty (30) weeks of pregnancy, the Ministry shall issue a payment of \$350.00 pursuant to section 3.5 of this Appendix; and

- (b) Newborn Multiple Fee code:

When enrolling each additional newborn of the unattached mother in section 9.6(a), the Ministry shall issue a payment of \$150.00 pursuant to section 3.5 of this Appendix.

A New Patient Declaration Form in Appendix B.1 must be completed and maintained on file.

10.0 OTHER NEW PATIENT FEE CODES

10.1 Unattached Patient From Hospital Fee. Pursuant to section 3.5 of this Appendix, and **following** the submission of the Q023A fee code, the Ministry shall provide a one-time payment of \$150.00 for each new patient enrolled to a FHO Physician's roster that:

- (a) was unattached at time of enrolment, and
- (b) had an acute care in-patient stay within the previous three (3) months including a newborn admitted to a Neonatal Intensive Care Unit (NICU) whose mother is unattached.

An Unattached Patient Declaration Form in Appendix B.2 must be completed and maintained on file.

10.2 New Patient Fee FIT Positive/Colorectal Cancer Increased Risk. Where Ontario Health refers a new patient to a FHO Physician for follow-up care due to a positive FIT test, and the new patient is enrolled to a FHO Physician, the FHO Physician may bill the Q043A fee code and receive the following payments from the Ministry:

- (a) \$150.00 for patients up to and including 64 years of age
- (b) \$170.00 for patients 65 – 74 years of age, and

(c) \$230.00 for patients 75 years of age and older.

A New Patient Declaration Form in Appendix B.1 must be completed and maintained on file.

11.0 OTHER PAYMENTS

11.1 Group Management and Leadership Payment. Pursuant to section 3.1 of this Appendix, the Ministry shall issue the FHO the following payments:

- (a) the Group Management and Leadership Payment (“GMLP”) equal to one dollar (\$1.00) per year prorated daily for each Enrolled Patient, up to a maximum of twenty-five thousand dollars (\$25,000) per FHO, the GMLP shall be paid monthly and prorated, as appropriate; and
- (b) the Enhanced GMLP (“E-GMLP”) for group leadership activities, equal to four dollars (\$4.00) per year prorated daily for each Enrolled Patient, up to a maximum of one hundred thousand dollars (\$100,000) per FHO. This Enhanced GMLP will be provided in return for the Lead FHO Physician(s) providing leadership to ensure FHO contract compliance, including appropriate after-hours availability and care specifically. The E-GMLP shall be paid monthly and prorated as appropriate. The collective GMLP and the E-GMLP payment to the FHO is a minimum \$25,000.

11.2 Office Practice Administration (OPA) Payment. Pursuant to section 3.1 of this Appendix, the Ministry shall issue to the FHO partial funding to support the cost of administrative functions of the FHO.

Administrative functions include, but are not limited to:

- (a) group administration,
- (b) group on-call and extended hours organization,
- (c) assistance with information technology implementation, and
- (d) planning for interdisciplinary teams.

11.3 OPA Eligibility. A FHO’s entitlement to the OPA payment shall be:

- (a) conditional on the FHO Physicians hiring an administrator to perform these functions, and
- (b) determined on the basis of the number of FHO Physicians who comprise the FHO in accordance with the scale set out below:

Number of FHO Physicians	Eligible Funding (per year)
5-7	\$12,500
8-14	\$17,500
15-25	\$25,000

The Lead FHO Physician shall notify the Ministry in writing within twenty-one (21) days of any change in the number of FHO Physicians who comprise the FHO or if the FHO Physicians no longer employ an administrator.

The Lead FHO 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.

11.4 Congestive Heart Failure Incentive (Q050A)

The Congestive Heart Failure (CHF) Management Incentive fee code Q050A is a \$125.00 annual payment payable to FHO Physicians for coordinating and documenting all required elements of care for Enrolled Patients with heart failure.

11.5 Colorectal Cancer Screening Test Completion Fee (Q152A)

The Q152A fee is payable to FHO Physicians for reviewing and reporting colorectal cancer screening results. This fee code may be billed for all patients who fall within the applicable screening demographic. Q152A may be billed once per patient per 730-day period and is payable at \$5.00 per claim.

11.6 Colorectal Cancer Screening Fee (Q150A)

The Q150A fee is payable to FHO Physicians for counselling patients on colorectal cancer screening and the use of the FIT, and for completing and submitting the requisition to the laboratory. FHO Physicians may claim the Q150A fee once per patient every two years, and it is payable at \$7.00 per claim.

11.7 Basic Flu Shot – Sole Reason for Visit Premium (Q590A)

The Q590A premium is billed in lieu of the G700A when a patient attends the office solely for the basic flu shot. It is payable to FHO Physicians for both Enrolled and non-enrolled patients at \$5.10 per claim.

Only one of Q590 or Q593 is eligible for payment per patient per year.

11.8 Covid-19 PEM – Sole Reason for Visit Premium (Q593A)

The Q593A premium is billed in lieu of the G700A when the patient attends the office solely for the COVID-19 vaccine, and it is payable for both Enrolled Patients and non-enrolled patients at \$5.60 per claim.

Only one of Q590 or Q593 is eligible for payment per patient per year.

11.9 Smoking cessation counselling fee (Q042A):

The Q042A is payable to FHO Physicians for providing up to a maximum of two dedicated follow-up counselling sessions per Enrolled Patient per year who has committed to quit smoking within 12 months of submission of the E079A (Smoking cessation: Initial Discussion with the Patient). This fee is payable at \$7.50 per claim.

11.10 **Weekend Access for FHO Patients (Q888A)**

The Q888A is submitted by FHO Physicians who provide services to all Enrolled Patients of the FHO for unscheduled visits on Saturdays, Sundays or Holidays, payable at \$37.95 per claim.

To be eligible, the FHO must offer at least three scheduled visits for each three-hour Evening or Weekend Block or Recognized Holiday. Scheduled visits rendered during these three-hour blocks should continue to be billed using existing Fee Schedule Codes (FSC) and cannot be claimed under Q888A.

- 11.11 **Newborn Care Episodic Fee.** Pursuant to section 3.5 of this Appendix, the Ministry shall issue an additional payment of \$13.99 for approved claims for up to eight (8) well baby visits (A007) to Enrolled Patients in the first year of life ("Newborn Fee"). The add-on code, Q015, must accompany each submitted claim in order for the premium to be paid.

APPENDIX I - SCHEDULE 1:

Base Payments

FHO Annualized Capitation Payment Rates by Age and Sex

AGE BAND	Male	Female
0 to 4	\$145.77	\$138.79
5 to 9	\$77.44	\$75.87
10 to 14	\$62.63	\$65.76
15 to 19	\$65.81	\$114.17
20 to 24	\$65.02	\$142.37
25 to 29	\$70.28	\$147.88
30 to 34	\$82.06	\$149.22
35 to 39	\$100.54	\$161.97
40 to 44	\$113.17	\$167.43
45 to 49	\$123.71	\$182.23
50 to 54	\$143.45	\$203.98
55 to 59	\$162.78	\$206.22
60 to 64	\$180.00	\$211.13
65 to 69	\$231.17	\$254.80
70 to 74	\$269.71	\$274.74
75 to 79	\$328.04	\$334.44
80 to 84	\$354.58	\$363.36
85 to 89	\$420.57	\$444.02
90+	\$524.65	\$557.61

Note: The value of the base rate payment shall be increased periodically as determined through the physician services agreement.

APPENDIX I – SCHEDULE 2

Core Services: Fee codes included in the Base Rate payment

FSC	Description
A001A	Minor Assessment
A003A	General Assessment
A004A	General Re-Assessment
A007A	Intermediate Assessment/Well Baby Care
A008A	Mini Assessment
A101A	Limited virtual care service - video
A102A	Limited virtual care service - phone
A110A	Periodic Oculo-Visual Assess – aged 19 and under
A112A	Periodic Oculo-Visual Assess – aged 65 Years and over
A777A	Intermediate Assessment - Pronouncement of Death
A900A	Complex House Call Assessment
A917A	Focused Practice Assessment – Sport medicine
A927A	Focused Practice Assessment – Allergy
A937A	Focused Practice Assessment – Pain management
A947A	Focused Practice Assessment – Sleep medicine
A957A	Focused Practice Assessment – Addiction medicine
A967A	Focused Practice Assessment – Care of the elderly medicine
A990A	Special Visit to Office – Daytime - Weekdays
A994A	Special Visit to Office – Evenings – Saturday, Sunday or Holidays
A996A	Special Visit to Office – Nights
A998A	Special Visit to Office – Daytime - Saturday, Sunday or Holidays

FSC	Description
B990A	Special Visit to Patient's Home - Elective visit, regardless of time or day of week
B992A	Special Visit to Patient's Home – Daytime – Weekdays - Emergency call with sacrifice of office hours
B993A	Special Visit to Patient's Home – Daytime - Saturday, Sunday or Holidays
B994A	Special Visit to Patient's Home – Evenings - Weekdays
B996A	Special Visit to Patient's Home - Nights
C882A	Palliative care - Subsequent visits by the Most Responsible Physician
C903A	Pre-dental/pre-operative general assessment
E542A	- When performed outside hospital
G001A	Laboratory Medicine - Cholesterol Total
G002A	Laboratory Medicine - Glucose Quantitative or Semi Quantitative
G004A	Laboratory Medicine – Occult Blood
G005A	Laboratory Medicine – Pregnancy Test
G009A	Laboratory Medicine – Urinalysis - Routine Etc.
G010A	Laboratory Medicine – Urinalysis - One Or More Parts of G009A without Microscopy
G011A	Laboratory Medicine – Fungus Culture Including Koh & Smear
G012A	Laboratory Medicine – Wet Preparation (For Fungus, Trichomonas, Parasites)
G014A	Laboratory Medicine – Rapid Streptococcus
G123A	For each additional Paravertebral nerve block (see G228)
G197A	Allergy - Skin Tests – Professional Component
G202A	Allergy - Hyposensitisation
G205A	Allergy - Insect Venom Desensitisation
G209A	Allergy - Skin testing - technical component

FSC	Description
G212A	Allergy - Hyposensitisation Injection Plus Basic
G223A	Somatic or peripheral nerves - additional nerve(s) or site(s)
G227A	Obturator nerve - Other cranial nerve block
G228A	Paravertebral nerve block of cervical, thoracic, or lumbar or sacral or coccygeal nerves
G231A	Somatic or peripheral nerves not specifically listed - one nerve or site
G235A	Somatic or peripheral nerves not specifically listed - Supraorbital
G271A	Anticoagulant Supervision
G310A	Electrocardiogram - twelve lead - technical component
G313A	Electrocardiogram - twelve lead - professional component
G365A	Papanicolaou Smear
G370A	Bursa, joint, ganglion or tendon sheath and/or aspiration
G371A	Bursa, joint, ganglion or tendon sheath and/or aspiration - each additional site or area, to a maximum of 3
G372A	Injections – Intradermal, Subcutaneous or Muscular - Additional
G373A	Injections – Intradermal, Subcutaneous or Muscular Basic Fee
G375A	Injection/Infusion - Intralesional Infiltration
G377A	Injection/Infusion - Intralesional Infiltration – 3 or more lesions
G378A	Insertion of intrauterine contraceptive device
G379A	Injection/Infusion – Intravenous - Child or Adult
G381A	Chemotherapy - Single injection
G384A	Infiltration for Trigger Point
G385A	More Than One Site (Add to G384A)
G420A	Syringing and/or Extensive Curetting or Debridement

FSC	Description
G435A	Tonometry
G462A	Administration of Oral Polio Vaccine
G481A	Laboratory medicine - Haemoglobin Screen and/or haematocrit – any method or instrument
G482A	Venipuncture - Child
G489A	Venipuncture – Adolescent or Adult
G525A	Diagnostic Hearing Test Professional Component
G538A	Immunization - Each Injection not otherwise listed
G552A	Removal of intrauterine contraceptive device
G840A	Immunization - Diphtheria, Tetanus, acellular Pertussis, Inactivated Polio Virus (- DTaP-IPV) paediatric
G841A	Immunization - Diphtheria, Tetanus, acellular Pertussis, Inactivated Polio Virus, Haemophilus influenza type b (DTaP-IPV-Hib) paediatric
G842A	Immunization - Hepatitis B (HB)
G843A	Immunization - Human Papillomavirus (HPV)
G844A	Immunization - Meningococcal C Conjugate (Men-C)
G845A	Immunization - Measles, Mumps, Rubella (MMR)
G846A	Immunization - Pneumococcal Conjugate (Pneu)
G847A	Immunization - Tetanus, Diphtheria, acellular Pertussis (Tdap)
G848A	Immunization – Varicella (VAR)
J301C	Simple Spirometry - Volume versus Time Study
J304C	Flow Volume Loop - Volume versus Flow Study
J324C	Simple Spirometry - repeat after bronchodilator
J327C	Flow Volume Loop - repeat after bronchodilator

FSC	Description
K001A	Detention
K002A	Interviews with relatives or a person authorized to make a treatment decision
K003A	Interviews with Children's Aid Society or legal guardian on behalf of patient
K004A	Family Psychotherapy - 2 or more Members
K005A	Primary Mental Health Care
K006A	Hypnotherapy
K007A	Psychotherapy
K008A	Diagnostic Interview with Child and/or Parent
K013A	Counselling - One Or More People
K015A	Counselling - Relative on behalf of patient
K017A	Periodic Health Visit – child after second Birthday
K130A	Periodic health Visit – adolescent
K131A	Periodic Health Visit – adult aged 18 to 64 inclusive
K132A	Periodic Health Visit – adult aged 65 years and above
K133A	Periodic Health Visit – Adults with Intellectual and Developmental Disabilities
K700A	Palliative Care out-patient case conference
K702A	Bariatric out-patient case conference
K730A	Physician to physician telephone consultation – Referring physician
K731A	Physician to physician telephone consultation – Consultant physician
K732A	CritiCall telephone consultation - Referring physician
K733A	CritiCall telephone consultation - Consultant physician
Q990A	Special Visit to non-professional setting – Daytime - Weekdays

FSC	Description
Q992A	Special Visit to non-professional setting – Daytime - Weekdays - Emergency call with sacrifice of office hours
Q994A	Special Visit to non-professional setting – Evenings – Weekdays
Q996A	Special Visit to non-professional setting – Nights
Q998A	Special Visit to non-professional setting – Saturday, Sunday or Holidays
R048A	Malignant Lesions - Face or neck - Simple excision - single lesion
R048C	Malignant Lesions - Face or neck - Simple excision - single lesion - if the physician administered the anaesthetic for a procedure by another physician
R051A	Laser surgery on Group 1-5 and malignant lesions
R051C	Laser surgery on Group 1-5 and malignant lesions - if the physician administered the anaesthetic for a procedure by another physician
R094A	Malignant Lesions - Other areas - Simple excision - single lesion
R094C	Malignant Lesions - Other areas - Simple excision - single lesion - if the physician administered the anaesthetic for a procedure by another physician
Z101A	Incision – Skin - Abscess- Subcutaneous – Local Anaesthetic
Z110A	Extensive debridement of onychogryphotic nail with removal of multiple laminae
Z113A	Incision - Biopsy any method; when sutures are not used
Z114A	Incision - Foreign body removal local anaesthetic
Z116A	Incision - Biopsy(ies) - Any Method; When Sutures Are Used
Z117A	Chemical And/or Cryotherapy Treatment of Minor Skin Lesion(s)
Z122A	Cyst, Haemangioma, Lipoma - Face or Neck - Local Anaesthetic - Single Lesion
Z125A	Cyst, Haemangioma, Lipoma - Other Areas - Local Anaesthetic - Single Lesion
Z128A	Simple, Partial or Complete, Nail Plate Excision Requiring Anaesthesia
Z128C	Simple, Partial or Complete, Nail Plate Excision Requiring Anaesthesia - if the physician administered the anaesthetic for a procedure by another physician

FSC	Description
Z129A	Simple, Partial or Complete, Nail Plate Excision Requiring Anaesthesia – Multiple
Z129C	Simple, Partial or Complete, Nail Plate Excision Requiring Anaesthesia - Multiple - if the physician administered the anaesthetic for a procedure by another physician
Z154A	Suture Of Lacerations - Up To 5cm - If on Face And/or Requires Tying of Bleeders And/or Closure in Layers
Z154C	Suture Of Lacerations - Up To 5cm - If on Face And/or Requires Tying of Bleeders And/or Closure in Layers - if the physician administered the anaesthetic for a procedure by another physician
Z156A	Group 1 - Verruca, Keratosis, Pyogenic Granuloma - Removal by Excision and Suture - Single Lesion
Z156C	Group 1 - Verruca, Keratosis, Pyogenic Granuloma - Removal by Excision and Suture - Single Lesion - if the physician administered the anaesthetic for a procedure by another physician
Z157A	Group 1 - Verruca, Keratosis, Pyogenic Granuloma - Removal by Excision and Suture - Two Lesions
Z157C	Group 1 - Verruca, Keratosis, Pyogenic Granuloma - Removal by Excision and Suture - Two Lesions - if the physician administered the anaesthetic for a procedure by another physician
Z158A	Group 1 - Verruca, Keratosis, Pyogenic Granuloma - Removal by Excision and Suture - Three Or More Lesions
Z158C	Group 1 - Verruca, Keratosis, Pyogenic Granuloma - Removal by Excision and Suture - Three Or More Lesions - if the physician administered the anaesthetic for a procedure by another physician
Z159A	Group 1 - Verruca, Keratosis, Pyogenic Granuloma - Removal by Electrocoagulation And/or Curetting - Single Lesion
Z159C	Group 1 - Verruca, Keratosis, Pyogenic Granuloma - Removal by Electrocoagulation And/or Curetting - Single Lesion - if the physician administered the anaesthetic for a procedure by another physician
Z160A	Group 1 - Verruca, Keratosis, Pyogenic Granuloma - Removal by Electrocoagulation And/or Curetting - Two Lesions

FSC	Description
Z160C	Group 1 - Verruca, Keratosis, Pyogenic Granuloma - Removal by Electrocoagulation And/or Curetting - Two Lesions - if the physician administered the anaesthetic for a procedure by another physician
Z161A	Group 1 - Verruca, Keratosis, Pyogenic Granuloma - Removal by Electrocoagulation And/or Curetting - Three Or More Lesions
Z161C	Group 1 - Verruca, Keratosis, Pyogenic Granuloma - Removal by Electrocoagulation and/or Curetting - Three Or More Lesions - if the physician administered the anaesthetic for a procedure by another physician
Z162A	Group 2 - Nevus - Removal by Excision and Suture - Single Lesion
Z162C	Group 2 - Nevus - Removal by Excision and Suture - Single Lesion - if the physician administered the anaesthetic for a procedure by another physician
Z175A	Skin - Suture - Laceration - 5.1 to 10cm
Z175C	Skin – Suture - Laceration - 5.1 to 10cm - if the physician administered the anaesthetic for a procedure by another physician
Z176A	Skin - Suture - Laceration - Up to 5cm
Z176C	Skin – Suture – Laceration - Up to 5cm - if the physician administered the anaesthetic for a procedure by another physician
Z314A	Treatment Of Epistaxis - Cauterization – Unilateral
Z314C	Treatment Of Epistaxis - Cauterization - Unilateral - if the physician administered the anaesthetic for a procedure by another physician
Z315A	Treatment Of Epistaxis - Anterior Packing – Unilateral
Z535A	Endoscopy - Sigmoidoscopy with or Without Anoscopy - With Rigid Scope
Z543A	Endoscopy - Anoscopy (Proctoscopy)
Z545A	Incision - Thrombosed Haemorrhoid(s)
Z611A	Catheterization - Acute Retention, Change of Foley Catheter or Suprapubic Tube or Instillation of Medication – Hospital
Z847A	Incision - Removal of One Embedded Foreign Body - Local Anaesthetic

APPENDIX I - SCHEDULE 2A

Fee codes included in the Long-Term Care Base Rate Payment

FSC	Description
A001A	Minor Assessment
A003A	General Assessment
A004A	General Re-Assessment
A007A	Intermediate Assessment/Well Baby Care
A008A	Mini Assessment
A101A	Limited virtual care service – video
A102A	Limited virtual care service – phone
A110A	GP Periodic oculo-visual assessment ages 19 and below
A112A	GP Periodic oculo-visual assessment ages 65 and over
A990A	Special visit to Office – Weekdays - Daytime – First patient
A994A	Special Visit to Office - Evenings – First Patient
A996A	Special Visit to Office - Nights – First Patient
A998A	Special Visit to Office - Saturday, Sunday or Holidays – First patient
E430A	Papanicolaou Smear outside of hospital
G001A	Laboratory Medicine – Cholesterol Total
G002A	Laboratory Medicine – Glucose Quantitative or Semi Quantitative
G004A	Laboratory Medicine – Occult Blood
G005A	Laboratory Medicine – Pregnancy Test
G009A	Laboratory Medicine – Urinalysis - Routine Etc.
G010A	Laboratory Medicine – Urinalysis - One Or More Parts of G009A without Microscopy
G011A	Laboratory Medicine – Fungus Culture Including Koh & Smear

FSC	Description
G012A	Laboratory Medicine – Wet Preparation (Fungus, Trichomonas, Parasites)
G014A	Laboratory Medicine – Rapid Streptococcus
G197A	Allergy – Skin Tests – Professional Component
G202A	Allergy – Hyposensitisation
G205A	Allergy – Insect Venom Desensitisation
G212A	Allergy – Hyposensitisation Injection Plus Basic
G271A	Anticoagulant supervision – telephone advice
G365A	Papanicolaou smear
G372A	injections – Intradermal, Subcutaneous or Muscular – With visit or Additional
G373A	Injections – Intradermal, Subcutaneous or Muscular - Basic Fee
G375A	Intralesional infiltration one or two lesions
G377A	Intralesional infiltration 3 or more
G379A	Injection/Infusions – Intravenous – child or adult
G384A	Injection/infusions - Infiltration tissues, trigger point
G385A	Injection/infusions - each additional site, add to G384
G394A	Papanicolaou smear – additional
G420A	Ear syringing/curettage
G435A	Tonometry
G462A	Administration of oral polio vaccine
G481A	Laboratory medicine in office – Haemoglobin screen and/or haematocrit - screen any method or instruments
G482A	Venipuncture - child
G489A	Venipuncture – adolescent or adult

FSC	Description
G525A	Diagnostic Hearing Tests
G538A	Injection/infusions - immunization per visit, each injection
G590A	Injection of Influenza Agent
G840A	Immunization - Diphtheria, Tetanus, and acellular Pertussis vaccine/Inactive Poliovirus vaccine (DTaP-IPV) – paediatric
G841A	Immunization - Diphtheria, Tetanus, acellular Pertussis, Inactivated Polio virus, Haemophilus influenza type b (DTaP-IPV-Hib) – paediatric
G842A	Immunization - Hepatitis B (HB)
G843A	Immunization - Human Papillomavirus (HPV)
G844A	Immunization - Meningococcal C Conjugate (Men-C)
G845A	Immunization - Measles, Mumps, Rubella (MMR)
G846A	Immunization - Pneumococcal Conjugate
G847A	Immunization - Diphtheria, Tetanus, acellular Pertussis (Tdap) - adult
G848A	Immunization - Varicella (VAR)
K004A	Family - Psychotherapy
K005A	Primary Mental Health Care
K006A	Hypnotherapy
K007A	Psychotherapy
K008A	Diagnostic Interview with child or parent
K013A	Counselling
K015A	Counselling - Catastrophic on behalf of patient
K017A	Periodic health Visit - Child after second birthday
K070A	Home Care Application
K071A	Acute home care supervision

FSC	Description
K072A	Chronic home care supervision
K130A	Periodic health Visit – adolescent
K131A	Periodic Health Visit – adult aged 18 to 64 inclusive
K132A	Periodic Health Visit – adult aged 65 years and above
K133A	Periodic Health Visit - Adults with Intellectual and Developmental Disabilities
W001A	Subsequent Visits per month - Chronic/Convalescent Hospital
W002A	First four visits per month - Chronic/Convalescent Hospital
W003A	First two visits per month - Nursing Home/Home for the Aged
W004A	General Re-Assessment – LTC
W008A	Subsequent Visits - Nursing Home/Home for the Aged
W010A	Monthly management fee – Nursing Home/Home for the Aged
W102A	Admission Assessment Type 1 – LTC
W104A	Admission Assessment Type 2 – LTC
W105A	Consult – LTC
W106A	Repeat Consult – LTC
W107A	Admission Assessment Type 3 – LTC
W109A	Periodic Health Visit – LTC
W121A	Additional visits due to Intercurrent illness
W771A	Certification of death – LTC
W777A	Visit for Pronouncement of Death - LTC
W872A	Palliative Care – Nursing Home/Home for the Aged
W882A	Palliative Care - Chronic Hospital/Nursing Homes
W903A	Pre-dental/pre-surgical General Assessment

FSC	Description
Z101A	Incision – Skin - Abscess- Subcutaneous – Local Anaesthetic
Z176A	Skin - Suture/laceration-up to 5cm

APPENDIX 1- SCHEDULE 2B

CORE SERVICES PROCEDURES WITH 50% TOTAL SHADOW BILLING

FSC	FSC Descriptor
G365A	D./T. PROC.-GYNAECOLOGY-PAPANICOLAOU SMEAR
G378A	D./T. PROC. GYNAECOLOGY-INSERTION OF IUD
G552A	D./T. PROC. GYNAECOLOGY-REMOVAL OF IUD
R048A	SKIN-EXC.-LOC.MALIG.INCL.BIOPSY-FACE/NECK-1 LESION.
R051A	INTEG.SYST.SKIN-LASER SURG.ON GR.1 TO 4 MALIG.LESIONS
R094A	SKIN-EXC-SIMPLE-MALIG.LESION-OTHER AREA-INCL.BIOPSY-ONE.
Z101A	SKIN-INC.-ABSCESS-SUBCUT.-ONE -LOC.ANAES.
Z110A	INTEGUMENTARY SYST.EXTEN.DEBRIBEMT ONYCHOGRYPHOTIC NAIL
Z113A	INTEGUMENTARY SYST.BIOPSY(S)-ANY METHODSUTURES NOT USED
Z114A	SKIN-INC.-FOREIGN BODY-LOC. ANAES.
Z116A	SURG.PROC SKIN-BIOPSY(S)ANY METHOD WHEN SUTURES USED
Z117A	SKIN.CHEM/CRYOTHERAPY MINOR SKIN LESIONS 1/MORE
Z122A	SKIN-EXC.-GROUP 4-FACE/NECK-ONE LESION-LOC. ANAES.
Z125A	SKIN-EXC.-GROUP 4-OTHER AREAS-ONE LESION-LOC. ANAES.
Z128A	SKIN-DESTRUCTION FINGER/TOENAIL PART/COMP./NAIL PLATE EXC.1

FSC	FSC Descriptor
Z129A	SKIN-DESTRUCTION-FINGER/TOENAIL-SIMPLE-PART/COMPL.-MULTI
Z154A	SKIN-SUTURE LACER.-UPTO 5CM.-FACE-TIE BLEEDERS/LAYERS.
Z156A	SKIN-EXC-SUT.-BENIGN LESIONS-SINGLE.
Z157A	SKIN-EXC-SUT.-BENIGN LESIONS-TWO LESIONS.
Z158A	SKIN-EXC-SUT.-BENIGN LESIONS-THREE/MORE LESIONS.
Z159A	SKIN-& SUBCUT-REMOVAL BY ELECTROCOAG.-SINGLE LESION
Z160A	SKIN-& SUBCUT-REMOVAL BY ELECTROCOAG.-TWO LESIONS
Z161A	SKIN & SUBCUT.-REMOVAL BY ELECTROCOAG.-THREE/MORE LESIONS
Z162A	SKIN-EXC-SUT.-NAEVUS-ONE.
Z175A	SKIN-SUTURE LACER.-5.1CM-10CM.-OTHER AREA.
Z176A	SKIN-SUTURE-LACERATION-UPTO 5CM.
Z314A	NOSE-EPISTAXIS-CHEM/ELECTROCAUTERY-UNIL.
Z315A	NOSE-EPISTAXIS-ANTERIOR PACKING
Z535A	INTESTINES-ENDOSCOPY-SIGMOIDOSCOPY W/WITHOUT ANOSCOPY
Z543A	ANUS-ANOSCOPY
Z545A	ANUS-INC. THROMBOSED HAEMORRHOID
Z847A	EYE-CORNEA-INCISION-REM. SINGLE EMBEDDED FOREIGN BODY LOC.
E542A	SKIN/SUBCUT TISSUE-INSERTION OF SUTURES OUTSIDE HOSP-ADD
G462A	Administration of oral polio vaccine
G538A	IMMUNIZATION - Other immunizing agents not listed above

FSC	FSC Descriptor
G840A	IMMUNIZATION - Diphtheria, Tetanus, and acellular Pertussis vaccine/ Inactivated Poliovirus vaccine (DTaP-IPV) – paediatric
G841A	IMMUNIZATION - Diphtheria, Tetanus, acellular Pertussis, Inactivated Polio Virus, Haemophilus influenza type b (DTaP-IPV-Hib) – paediatric
G842A	IMMUNIZATION - Hepatitis B (HB)
G843A	IMMUNIZATION - Human Papillomavirus (HPV)
G844A	IMMUNIZATION - Meningococcal C Conjugate (Men-C)
G845A	IMMUNIZATION - Measles, Mumps, Rubella (MMR)
G846A	IMMUNIZATION - Pneumococcal Conjugate
G847A	IMMUNIZATION - Diphtheria, Tetanus, acellular Pertussis (Tdap) – adult
G848A	IMMUNIZATION - Varicella (VAR)

APPENDIX I - SCHEDULE 3

The following codes are used to determine the threshold for payment of the Special Payment for Hospital Services:

FSC	Description
A933A	On-call Admission Assessment
C002A	Subsequent visit – first five weeks
C003A	General Assessment
C004A	General Re-Assessment
C005A	Consultation
C006A	Re-consultation
C007A	Subsequent visit – six to thirteenth week inclusive
C008A	Concurrent Care
C009A	Subsequent Visit – after thirteenth week
C010A	Supportive Care
C121A	Additional visits due to intercurrent illness
C122A	Subsequent visit by Most Responsible Physician (MRP) – day following the hospital admission assessment
C123A	Subsequent visit by MRP – second day following the hospital assessment
C124A	Subsequent visit by MRP – day of discharge
C142A	Subsequent visit by MRP – first visit following transfer from an Intensive Care Unit (ICU)
C143A	Subsequent visit by MRP – second visit following transfer from an ICU
C777A	Pronouncement of death, intermediate assessment
C905A	Limited consultation
C933A	On-call admission assessment
E082A	Admission Assessment by the MRP Premium

FSC	Description
E083A	Subsequent Visit and palliative care visit by the MRP premium, to C122A, C123A, C124A, C142A, C143A, C882A or C892A, weekdays
E084A	Subsequent Visit and palliative care visit by the MRP premium, to C122A, C123A, C124A, C142A, C143A, C882A or C892A, Saturdays, Sundays and holidays
H001A	Newborn Care – in-hospital and/or home

APPENDIX I - SCHEDULE 4

The following codes are used to determine whether a FHO Physician has met the threshold for the Special Payment for Office Procedures. The procedures must have been done in the Physician's office. For complete details and payment rules, refer to the current Schedule of Benefits.

FSC	Description
D001A	Dislocation of Finger – closed reduction – one
E576A	Each additional dislocation, to D001A
D004A	Metacarpal/phalangeal dislocation – closed reduction—one
E577A	Each additional metacarpal/phalangeal dislocation, to D004A
D007A	Carpal dislocation - closed reduction
D012A	Radial head dislocation – closed reduction, pulled elbow
F004A	Fracture of Phalanx – no reduction, rigid immobilization
F005A	Fracture of Phalanx - closed reduction
E558A	Fracture of Phalanx - Each additional to F004A or F005A
F006A	Intra-articular Fracture - closed reduction
F008A	Metacarpal Fracture– no reduction, one or more, rigid immobilization
F009A	Metacarpal Fracture - closed reduction
E504A	Metacarpal Fracture - Each additional to F008A or F009A
F012A	Bennett's Fracture – no reduction, rigid immobilization
F013A	Bennett's Fracture – closed reduction
F016A	Carpus Fracture - closed, one or more
F017A	Carpus Fracture - open, one or more
F018A	Scaphoid Fracture – no reduction, rigid immobilization
F102A	Carpus Fracture - no reduction, rigid immobilization
G361A	Endometrial flushing

G370A	Injection of Bursa, joint, ganglion or tendon sheath and/or aspiration
G371A	Injection of Bursa, joint, ganglion or tendon sheath and/or aspiration each additional site or area (to a max of 3), to G370
G378A	Insertion of intrauterine contraceptive device
G420A	Ear syringing and or extensive curetting or debridement
G552A	Removal of an intrauterine contraceptive device
R018A	Excision by curettage, electrodesiccation or cryosurgery - Malignant Lesion (including biopsy) - Face or Neck - single lesion
R019A	Excision by curettage, electrodesiccation or cryosurgery - Malignant Lesions (including biopsies) - Face or Neck - two lesions
R020A	Excision by curettage, electrodesiccation or cryosurgery - Malignant Lesions (including biopsies) - Face or Neck - three or more lesions
R031A	Excision by curettage, electrodesiccation or cryosurgery - Malignant Lesion (including biopsy) - other areas - single lesion
R032A	Excision by curettage, electrodesiccation or cryosurgery - Malignant Lesions (including biopsies) - other areas - two lesions
R033A	Excision by curettage, electrodesiccation or cryosurgery - Malignant Lesions (including biopsies) - other areas - three or more lesions
R040A	Simple Excision - Malignant Lesions (including biopsies) - other areas - two lesions
R041A	Simple Excision - Malignant Lesions (including biopsies) - other areas - three or more lesions
R048A	Simple Excision - Malignant Lesion (including biopsy) - Face or Neck - single lesion
R049A	Simple Excision - Malignant Lesions (including biopsies) - Face or Neck - two lesions
R050A	Simple Excision - Malignant Lesions (including biopsies) - Face or Neck - three or more lesions
R094A	Simple Excision - Malignant Lesion (including biopsy) - other areas - single lesion
Z096A	Excision - Lipoma – 5-10 cm

Z101A	Incision - Abscess or Hematoma - Local anaesthetic – subcutaneous – one
Z103A	Incision - Abscess or Hematoma - Palmar or plantar spaces
Z104A	Incision - Abscess or Hematoma - perianal
Z106A	Incision - Abscess or Hematoma - Ischiorectal or pilonidal
Z173A	Incision - Abscess or Hematoma Local anaesthetic subcutaneous - two
Z174A	Incision - Abscess or Hematoma Local anaesthetic subcutaneous - three or more
Z110A	Extensive debridement of onychogryphotic nail involving removal of multiple laminae (IOP)
Z113A	Biopsy(ies) - any method when sutures are not used
Z114A	Foreign body removal - local anaesthetic
Z116A	Biopsy(ies) - any method when sutures are used
Z117A	Chemical and/or cryotherapy treatment of one or more minor skin lesions
Z118A	Skin and Subcutaneous - Aspiration of superficial lump for cytology
Z122A	Excision (with or without Biopsy) Group 3 (cyst, hemangioma, lipoma) – Face or Neck - single lesion with local anaesthetic
Z123A	Excision (with or without Biopsy) Group 3 (cyst, hemangioma, lipoma) – Face or Neck - two lesions with local anaesthetic
Z124A	Excision (with or without Biopsy) Group 3 (cyst, hemangioma, lipoma) – Face or Neck - three or more lesions with local anaesthetic
Z125A	Excision (with or without Biopsy) Group 3 (cyst, hemangioma, lipoma) – other regions - single lesion with local anaesthetic
Z126A	Excision (with or without Biopsy) Group 3 (cyst, hemangioma, lipoma) – other regions - two lesions with local anaesthetic
Z127A	Excision (with or without Biopsy) Group 3 (cyst, hemangioma, lipoma) – other regions - three or more lesions with local anaesthetic
Z128A	Simple, partial or complete, nail excision requiring anaesthesia - one
Z129A	Simple, partial or complete, nail excision requiring anaesthesia - multiple
Z130A	Radical, including destruction of nail bed - one

Z131A	Radical, including destruction of nail bed - multiple
Z139A	Aspiration of cyst in the breast – one or more (IOP)
Z141A	Needle biopsy of breast – one or more (IOP)
Z154A	Repair of Lacerations - Up to 5 cm if on face and/or requires tying of bleeders and/or closure in layers, wound closure via tissue adhesive is payable at 50%
Z156A	Excision (with or without Biopsy) Group 1 (e.g., keratosis, pyogenic granuloma) – single lesion by excision and suture
Z157A	Excision (with or without Biopsy) Group 1 (e.g., keratosis, pyogenic granuloma) - two lesions by excision and suture
Z158A	Excision (with or without Biopsy) Group 1 (e.g., keratosis, pyogenic granuloma) - three or more lesions by excision and suture
Z159A	Excision (with or without Biopsy) Group 1 (e.g., keratosis, pyogenic granuloma) – single lesion by electrocoagulation and/or curetting
Z160A	Excision (with or without Biopsy) Group 1 (e.g., keratosis, pyogenic granuloma) – two lesions by electrocoagulation and/or curetting
Z161A	Excision (with or without Biopsy) Group 1 (e.g., keratosis, pyogenic granuloma) – three or more lesions by electrocoagulation and/or curetting
Z162A	Excision (with or without Biopsy) Group 2 - Nevus – single lesion by excision and suture
Z163A	Excision (with or without Biopsy) Group 2 - Nevus – two lesions by excision and suture
Z164A	Excision (with or without Biopsy) Group 2 - Nevus – three or more lesions by excision and suture
Z175A	Repair of Lacerations - 5.1 to 10 cm, wound closure via tissue adhesive is payable at 50%
Z177A	Repair of Lacerations - 5.1 cm – 10 cm if on face and/or requires typing of bleeders and/or closure in layers, wound closure via tissue adhesive is payable at 50%
Z179A	Repair of Lacerations - 10.1 to 15 cm, wound closure via tissue adhesive is payable at 50%

Z190A	Repair of Lacerations - 10.1 cm – 15 cm if on face and/or requires typing of bleeders and/or closure in layers, wound closure via tissue adhesive is payable at 50%
Z191A	Repair of Lacerations - more than 15.1 cm – other than face, wound closure via tissue adhesive is payable at 50%
Z192A	Repair of Lacerations - more than 15.1 cm – on face, wound closure via tissue adhesive is payable at 50%
Z200A	Application of Unna's paste (not within 2 weeks of reduction fee code)
Z201A	Application of cast - finger (not within 2 weeks of reduction fee code)
Z202A	Application of cast - hand (not within 2 weeks of reduction fee code)
Z203A	Application of cast - arm, forearm, or wrist (not within 2 weeks of reduction fee code)
Z204A	Removal of plaster (not associated with fractures or dislocation) within 2 weeks of initial treatment
Z211A	Application of Cast - Whole leg (mid thigh to toes) - (not within 2 weeks of reduction fee code)
Z213A	Application of Cast - below knee, knee splints (not within 2 weeks of reduction fee code)
Z314A	Treatment of Nasal hemorrhage - Cauterization (IOP) –unilateral
Z315A	Treatment of Nasal hemorrhage - Anterior packing - unilateral
Z316A	Treatment of Nasal hemorrhage - Posterior packing – uni- or bilateral
Z515A	Esophagoscopy, with or without biopsy(ies) (IOP)
Z527A	Gastroscopy - may include biopsies, photography and removal of polyps less than or equal to 1cm
Z528A	Subsequent Gastroscopy (within three months following previous gastroscopy)
Z535A	Sigmoidoscopy with or without anoscopy - with rigid scope - not to be billed with Z555 or Z580
Z536A	Sigmoidoscopy with or without anoscopy - with biopsy(ies)
Z547A	Gastroscopy with removal of foreign body

Z555A	Colonoscopy - absence of signs and symptoms - 50 years of age or older - sigmoid to descending colon
E705A	Add on to colonoscopy - into terminal ileum
E740A	Add on to colonoscopy - to splenic flexure
E741A	Add on to colonoscopy - to hepatic flexure
E747A	Add on to colonoscopy - to cecum
Z567A	Subsequent procedure by same physician (within three months following previous endoscopic procedure) (IOP)
Z580A	Sigmoidoscopy (using 60 cm. flexible endoscope)
Z714A	Incision and drainage - Abscess of vulva, Bartholin or Skene's gland (IOP) with Local anaesthetic
Z733A	Vulva and Introitus - Excision if Condylomata - chemical and/or cryosurgery – one or more
Z736A	Vulva and Introitus - Excision if Condylomata - surgical or electrodesiccation or CO2 laser - one or more - with local anaesthetic
Z770A	Endometrial sampling
Z845A	Cornea - Removal of three or more foreign bodies
Z847A	Cornea - Removal of one imbedded foreign body
Z848A	Cornea - Removal of two foreign bodies
Z854A	Eyelids - Incision - Drainage of abscess (IOP) – local anesthetic
Z874A	Eyelids - Excision of Chalazion – single or multiple (IOP) – local anesthetic
Z904A	External Ear - Local excision, polyp – office (IOP)
Z915A	External ear - Endoscopy - Removal of foreign body - simple

APPENDIX J

Income Stabilization for Qualifying Physicians

The Income Stabilization (IS) Program supports Physicians who have joined a FHO while they develop patient rosters. Physicians who participate in the IS Program receive a guaranteed compensation rate for up to 12 consecutive months upon the commencement of their membership with the FHO, provided the Physician meets each monthly enrolment target.

1. Eligibility

A physician is eligible to participate in the IS Program if they:

- (i) are in their first year of comprehensive primary care practice (commenced within three years following their graduation) or
- (ii) have a minimum of 12 consecutive months of Ontario fee-for-service (FFS) billing history;
- (iii) are able to provide 20 to 40 hours per week of FHO Services
- (iv) have not previously participated in the IS Program; and
- (v) are not currently registered in any of the following physician services agreements:

- Family Health Organization;
- Family Health Network;
- Family Health Group; or
- Comprehensive Care Model; and

2. Application for Eligibility Exception

Physicians who are currently registered in a Patient Enrollment Model (PEM) other than a FHO, including those who may have participated in the IS program previously, and/or physicians compensated through mechanisms other than FFS may request to be considered as eligible. Such requests will be reviewed and approved on a case-by-case basis.

Full-time Practice is considered no less than 40 hours per week (1.0 FTE).

Part-time Practice. Current full-time IS physicians who wish to practice on a part-time basis (no less than 20 hours per week (0.5 FTE), must sign the *IS Undertaking and Acknowledgement* in order to facilitate an amendment to their current service obligations, target roster sizes and IS rates.

3. Terms and Conditions

- 3.1 Physicians must sign and deliver the *IS Undertaking and Acknowledgement* attached as Appendix K, to the Ministry prior to the commencement of their services with the

FHO.

- 3.2 Physicians may participate in the IS Program for a term up to 12 consecutive months (IS Period).
- 3.3 A Physician participating in the IS Program ("IS Physician") may request temporary suspension of their IS Period due to an absence from their practice. The Ministry will consider such request on a case-by-case basis. An IS Physician making this request shall provide the Ministry with a minimum notice of thirty (30) days.
- 3.4 IS Physicians are required to bill with their FHO group number while working in their FHO. All services provided by an IS Physician while working in the FHO will pay at \$0 with an explanation code (I2 – service globally funded) regardless if the patient is enrolled or not enrolled to the FHO group.
- 3.5 Notwithstanding the terms of the FHO Agreement, and with exception of the FFS codes listed in 3.6 below, all services provided by an IS Physician outside of the usual family medicine clinical practice setting using the FHO Group number to Enrolled Patients of the FHO will pay at \$0 with an explanatory code of I2 – "Service globally funded", regardless of if the patient is enrolled or not to the FHO. IS Physicians are required to submit codes for all insured services provided while working in their FHO group for encounter purposes and program evaluation.
- 3.6 IS Physicians may bill the full fee-for-service value for the following fee service codes:

K018A, K021A, K050A, K051A, K052A, K053A, K054A, K055A, K056A, K065A, K066A, K900A, K990A, K991A, K992A, K993A, K994A, K995A, K996A, K997A, K998A, K999A, H055A, H065A, H101A, H102A, H103A, H104A, H105A, H112A, H113A, H121A, H122A, H123A, H124A, H131A, H132A, H133A, H134A, H151A, H152A, H153A, H154A, H980A, H981A, H984A, H985A, H986A, H987A, H988A, H989A, P006A, P020A, E502A, P018A, P041A, P042A, E500A, P038A, P009A, P010A, C989A, E411A, E414A, Z774A, P036A, P039A, P029A, P013C, P014C, P016C, E100C, G224A*, G593A, Q593A, Z776A, Z734A, P030A, P023A, Z775A, P031A, P034A, Z777A, Q040A, E409A and E410A.

Fee codes billed in association with the above 'K' and 'H' special visit premium codes i.e., K990A – K999A or H980A, H981A, H984A – H989A codes are considered eligible fee codes for FFS billing.

*G224 must be billed in conjunction with one of the following obstetrical fee codes, with suffix 'A' in order to be eligible for FFS billing: P006A, E414A, P009A, P020A, P022A, P023A, P028A and P030A.

- 3.7 Subject to their ability to meet the FHO service obligations and the IS undertaking, IS Physicians are entitled to unlimited FFS billings for services provided to non-Enrolled Patients at locations outside of the FHO group practice offices.
- 3.8 IS Physicians must provide a minimum of 30 days prior written notice to the Ministry of their intention to terminate their participation in the IS program.

4. Patient Enrolment

- 4.1 IS Physicians are required to submit to the ministry the patient rostering codes for the patients they enroll towards the monthly enrolment target.
- 4.2 An IS Physician shall commit to enrolling at least 825 patients who have not been enrolled to any other physician in the FHO during the IS Period. An IS Physician will be expected to enrol an average of 50 patients in each of the first 3 months of the IS Period and an average of 75 patients per month for the remaining IS Period. The enrolment numbers in this section are to be pro-rated for IS Physician working less than 1.0 FTE.
- 4.3 An IS Physician will be subject to monthly enrolment target reviews by the Ministry. Failure to achieve monthly enrolment targets as stated above will result in the following process:
- (a) the Ministry will contact the IS Physician to seek an explanation on why they have not satisfied the enrolment targets for that period;
 - (b) if the Ministry does not feel that the explanation provided is satisfactory, the Ministry shall inform the IS Physician, the FHO, and the OMA that if patient enrolment targets are not met, the Ministry may exercise its right to terminate the IS Physician's participation in the IS program;
 - (c) if the enrolment targets are not met in the second consecutive month, the Ministry may exercise its right to terminate the IS Physician's participation in the IS program. In such case, the physician may be paid as a FHO Physician under the standard terms of the FHO Agreement;
 - (d) any party (i.e. Ministry, OMA, physician, or group) can refer this matter to the Physician Services Committee (PSC) under section 15.16 of this Agreement.
- 4.4 IS Physicians must submit claims for services rendered during the IS Period with their FHO identifier, including non-enrolled patient services.
- 4.5 When a physician ends participation in the IS program, they will be transitioned to the FHO as a signatory member and will be compensated under the terms of the FHO Agreement

5. IS Funding and Compensation

5.1 The IS compensation rate is as follows:

- (i) Urban Annual Income Stabilization rate for a full-time physician is \$204,773.23 ("Urban IS")
- (ii) Rural Annual Income Stabilization rate for a full-time physician is \$291,967.00 ("Rural IS")

- 5.2 An IS Physicians must have their primary practice address in a Northern or Rural community to be paid the Rural IS.

The compensation rate and enrolment requirements will be adjusted by the Ministry on a pro-rated basis for part-time physicians. The compensation rate will also be adjusted where the Ministry, acting reasonably and in consultation with the OMA, determines that the IS Physician is failing to comply with her/his service obligations.

- 5.3 The Urban IS and/or the Rural IS may be revised periodically 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 these payments shall be confirmed and agreed to by the OMA and the Ministry and notice of the resulting new value(s) shall thereafter be communicated accordingly to IS Physicians.

- 5.4 During the IS Period, IS Physicians are not eligible to earn any of the additional premiums, incentives and special payments available in the FHO Agreement, with the exception of the Unattached Patient Fee Codes as listed in article 9.0, and sections 10.2 and 10.3 of Appendix I to this Agreement.

TO: The Ministry of Health

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

- DATED THIS _____ day of _____, 20____.

Signature: Physician

Witness

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

Signature: Authorized Signing Officer

Witness

Name & Title: _____

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

APPENDIX L EVENING AND WEEKEND BLOCKS

Required Evening and Weekend Blocks per Week by FHO Group Size			
FHO Group Size (# of Phys)	Total Evening and Weekend Required *	Required Evenings	Required Weekends
1	5	4	1
2	5	4	1
3	5	4	1
4	5	4	1
5-7	5	4	1
8-9	6	5	1
10-14	8	6	2
15-19	9	6	3
20-24	10	7	3
25-29	11	8	3
30-39	14	10	4
40-49	15	11	4
50-59	16	11	5
60-74	17	12	5
75-99	22	16	6
100-199	30	24	6
200+	35	29	6

AFTER HOURS TABLE FOR GROUPS WITH AFTER-HOURS EXEMPTIONS

After applying the after-hours exemptions to the FHO, the following table shows the number of after-hours clinics a FHO will be required to perform if there are 4 or less Physicians who do not have an exemption.

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FHO Group Size (# of Physicians After Exemption)	Total Evening and Weekend Required	Required Evenings	Required Weekends
1	1	1	0
2	2	2	0
3	3	3	0
4	4	4	0