

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 13-1115

Being a by-law to authorize the Clerk to execute a Rural and Northern Physician Group Agreement with the Ministry of Health and Long-Term Care, Dr. Stephen Goddard Medicine Professional Corporation and the Ontario Medical Association.

WHEREAS under Section 8. (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

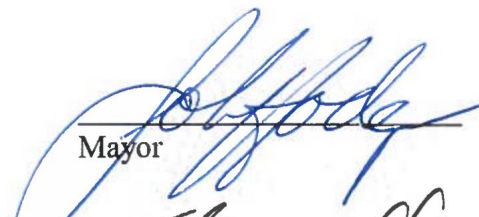
AND WHEREAS the Council of the Municipality of Temagami deems it desirable to enter into a Rural and Northern Physician Group Agreement with the Ministry of Health and Long-Term Care, Dr. Stephen Goddard Medicine Professional Corporation and the Ontario Medical Association

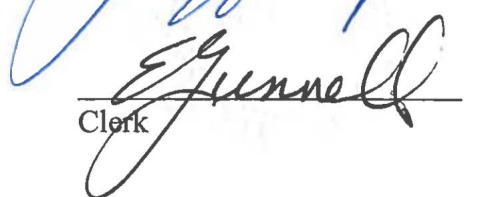
NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Clerk is hereby authorized and directed to execute the Agreement attached hereto as Schedule "A" and forming part of this bylaw
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

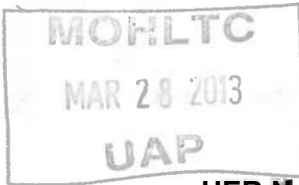
TAKEN AS READ A FIRST time on this 14th day of March 2013;

READ A SECOND AND THIRD time and finally passed this 14th day of March 2013.


Mayor


Clerk

GROUP NAME: TEMAGAMI MEDICAL CENTRE



RURAL AND NORTHERN PHYSICIAN GROUP AGREEMENT

AMONG

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

(the "Ministry")

and

DR. STEPHEN GODDARD MEDICINE PROFESSIONAL CORPORATION

and

ONTARIO MEDICAL ASSOCIATION

(the "OMA")

and

MUNICIPALITY OF TEMAGAMI

(the "Community Sponsor")

WHEREAS the Ministry offers incentive programs to primary care physicians to encourage and facilitate the provision of comprehensive primary health care services to patients;

AND WHEREAS the primary care physicians as named in this Agreement or added to this Agreement by a RNPGE Physician Declaration wish to participate in the Rural and Northern Physician Group model and provide comprehensive primary health care services as a Group;

AND WHEREAS the Ministry has confirmed these physicians' eligibility to participate in the Rural and Northern Physician Group model;

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Ministry and the RNPGE Physicians hereto agree as follows:

1.0 INTERPRETATION AND DEFINITIONS

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 background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

(d) any reference to dollars or currency shall be to Canadian dollars and currency;

and

(e) "include", "includes" and "including" do not denote an exhaustive list.

1 .2 **Definitions.** In this Agreement, the following words shall have the following meanings:

"Agreement" means this agreement and its schedules, entered into between the RNPGA Physicians, the Ministry and the OMA;

"Community" means Temagami;

"Community Patients" mean all individuals seeking RNPGA Services in the Community;

"Effective Date" means September 1, 2011;

"Enrolment Form" means the enrolment form agreed to by the Ministry and the OMA, which shall be completed and signed by each enrolling patient and acknowledged by the enrolling RNPGA Physician;

"Enrolled Patient" means an Insured Person who is enrolled pursuant to and in accordance with the terms of this Agreement;

"Evening and Weekend Hours" means the service obligations described in Schedule "D";

"Fiscal Year" means any period commencing on April 1 and ending on March 31 during the Term of this Agreement, provided that the first Fiscal Year shall be the period commencing on the Effective Date of this Agreement and ending on the first day that is March 31 following the Effective Date;

"Funds" means the money the Ministry provides to the Group pursuant to this Agreement;

"Group 1" means communities with a physician designation between 3 RNPGA Physicians and 7 RNPGA Physicians;

"Group 2" means communities with a physician designation between 1 RNPGA Physician and 2 RNPGA Physicians;

"Identifier Number" means the number designated by the Ministry for use by the Group for the purposes of submitting reports to the Ministry in accordance with the reporting requirements contained herein;

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees;

“Insured Person” and **“Insured Services”** have the same meaning as set out in the *Health Insurance Act*,

“Locum Physician” means a Physician engaged by a RNPGA Physician to provide the RNPGA Services on a temporary basis as further described in section 6.1;

“Locum Physician Declaration” means the Declaration attached as Schedule “B” to this Agreement;

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

“Patient Enrolment Model Agreement” means, with the exception of this Agreement, any Ministry approved comprehensive primary care services agreement involving the rostering of patients. For further certainty, a “Patient Enrolment Model Agreement” includes any Rural and Northern Physician Group Agreement other than this Agreement;

“Participating Voting Shareholder” is a voting shareholder of a signatory Medicine Professional Corporation designated through the RNPGA Physician Declaration to be a member of the Group on behalf of that corporation;

“Party” means each RNPGA Physician, the Ministry and the OMA, who collectively shall be referred to as the **“Parties”**;

“Plan” means the Ontario Health Insurance Plan established under the *Health Insurance Act*,

“Physician” means a general practitioner:

- (a) who holds a valid certificate of registration issued by the College under the *Medicine Act, 1991*] and
- (b) who is registered with the Ministry and holds a valid billing number issued by the Ministry;

“Recognized Holidays” means New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Day, Labour Day, Thanksgiving, Christmas Day and Boxing Day;

“Rural and Northern Physician Group” and **“RNPGA”** and **“Group”** used interchangeably mean the RNPGA Physicians who are parties to this Agreement jointly, severally or in any combination;

“RNPGA Physician” means an originally named signatory to this Agreement or a signatory to a RNPGA Physician Declaration who is:

- (a) a Physician in his/her personal capacity; or
- (b) a Medicine Professional Corporation;

“RNPGA Physician Declaration” means the Declaration attached as Schedule “A” to this Agreement;

“RNPGA Services” include the comprehensive primary health care services described in Schedule “C”; and

“Telephone Health Advisory Services” means the service obligations described in Schedule “E”.

2 .0 TERM OF THE AGREEMENT

- 2.1 **Term.** This Agreement shall commence on the Effective Date and shall continue until terminated by either the Group or the Ministry pursuant to the provisions contained in this Agreement (the **“Term”**).

3 .0 COMPLEMENT REVIEW

- 3.1 **Review.** The Ministry and OMA agree to form a subcommittee of the Primary Care Working Group, reporting to the Physician Services Committee, to review and develop recommendations to identify the number of maximum full time equivalent physician positions to be allocated to existing Rural and Northern Physician Group communities of Ontario (**“Physician Complement”**). The Ministry and the OMA agree to commence these discussions by no later than one hundred and twenty (120) days following the date the last Rural and Northern Physician Group Agreement is signed by the applicable parties.

The Ministry and OMA affirm their intention not to disadvantage any community of Ontario with the results of this review. Accordingly, the Ministry and the OMA agree to implement the results of the review, as approved by both parties, in the following manner:

- (a) Communities identified as requiring an addition to the existing Physician Complement shall receive this allocation effective on the date the community can recruit the additional physician.
- (b) Communities identified as requiring a reduction in the existing Physician Complement shall experience such reduction on the occurrence of an existing RNPGA Physician vacancy or vacancies.

4 .0 GOVERNANCE

- 4.1 **Governance Agreement.** The Group herein represents, warrants and covenants that as of the Effective Date, the Group has established a written governance agreement that addresses, at a minimum, the matters listed below (the **“Governance Agreement”**):

- (a) Establishes decision-making mechanisms for all matters arising out of, or pertaining to, the Agreement;
- (b) Provides for prudent and effective financial management of the Funds;

- (c) Establishes a process for the disposition of Enrolled Patients in the event a RNPGA Physician departs the Group unless the Group has opted for Group Enrolment pursuant to the provisions of Article 2 of Schedule "F";
- (d) Establishes procedures for the preparation and delivery of all reports required or requested under the Agreement;
- (e) Establishes a process for the admission and departure of RNPGA Physicians to/from the Group;
- (f) Establishes:
 - (i) an elected officer (the "**Lead Physician**") who has the authority to bind all of the RNPGA Physicians and any Locum Physicians in the execution of all matters arising out of, or pertaining to, this Agreement; and
 - (ii) a second officer (the "**Associate Lead Physician**") to serve in the place of the Lead Physician, with the same authority to bind the RNPGA Physicians and any Locum Physicians as the Lead Physician, on the occurrence of any event listed in section 4.3.

The Group agrees to maintain such a Governance Agreement throughout the Term of this Agreement.

4.2 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 RNPGA 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 subsection 5.6(b);
- (c) changes to the RNPGA Physicians elected as Lead Physician and/or Associate Lead Physician as set in section 4.4; and
- (d) any other matter arising out of, or pertaining to, this Agreement.

4.3 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 Group intends to re-establish the position as soon as possible within a reasonable period of time

4.4 Changes in Lead Physician. The following notifications shall be provided to the Ministry in 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 4.3; and
 - (b) the Lead Physician shall notify the Ministry in writing in the event the Group 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.
- 4.5 **Copies.** At the Ministry's request, the Group shall provide the Ministry with a copy of its Governance Agreement.
- 4.6 **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.
- 4.7 **Not Apply.** The obligations set out in sections 4.1 to 4.6 do not apply to Group 2 RNPGA Physicians comprised of one (1) Physician who is not a Medicine Professional Corporation.
- 4.8 **Bank Account.** The Group shall establish a bank account residing at a Canadian financial institution in the name of the Group (the "**Group Bank Account**"), and for which the Lead Physician is one of the signing officers.
- 4.9 **Billing Agent Option.** If the Group designates a billing agent ("**Billing Agent**") as an authorized signing officer of the Group Bank Account, the Group:
- (a) agrees that it shall continue to remain liable and accountable to the Ministry for all obligations arising from this Agreement, regardless of the designation of a Billing Agent; and
 - (b) releases the Ministry from any liability for any loss, expense, cost, claim and damage occasioned by or attributable to the Group's designation of a Billing Agent, provided that the Ministry has acted in accordance with its obligations under this Agreement.

5 .0 PHYSICIAN RESOURCES: THE GROUP AND GROUP CHANGES

- 5.1 **The Group.** RNPGA Groups were designated by the Ministry as a Group 1 or Group 2 based on the Ministry's prior Underserved Area Program's designation of full time equivalent physician positions allocated to Rural and Northern Physician Group communities ("**Designated Number of Physicians**") as of the Effective Date of the Agreement. These designations will continue until the Physician Complement review contemplated under section 3.1 of this Agreement has been completed and implemented by the Ministry and the OMA.
- 5.2 **Changes in the Group.** Subject to sections 5.3, 5.4, 5.5 and 5.5.1, the Lead Physician shall provide the Ministry with written notice of any addition or departure of a RNPGA Physician from the Group. Such notice shall:
- (a) be provided to the Ministry at least sixty (60) days in advance of the addition or departure of a RNPGA Physician (as the case may be); and

- (b) include the proposed effective date of commencement with, or departure from, the Group (as the case may be), provided, however that if the Lead Physician does not receive actual notice from a RNPGA Physician at least sixty (60) days in advance of any occurrence contemplated above, the Lead Physician shall notify the Ministry immediately upon receipt of such notice, and provided further that in the event of the death of a RNPGA Physician, notification to the Ministry shall be within sixty (60) days of the date of such Physician's death.

5.3 Physician Additions. For the purpose of any proposed new RNPGA Physician addition to the Group:

- (a) **Documents.** The Lead Physician shall include in its notice to the Ministry a completed RNPGA Physician Declaration, signed by both the proposed incoming RNPGA Physician and the Lead Physician, as well as any other registration documents required by the Ministry. For further certainty, Ministry registration documents include an acknowledgement from the proposed new RNPGA Physician and the Lead Physician that the incoming RNPGA Physician has signed the Group's Governance Agreement.
- (b) **Acknowledgement** The Group acknowledges and agrees that written notice by the Lead Physician to the Ministry of a proposed new RNPGA Physician shall serve as each and all of the RNPGA Physicians' agreement to the addition of the proposed new RNPGA Physician as a member of the Group and party to the Agreement. Such Physician addition shall be subject to Ministry confirmation and shall be effective on a date to be confirmed by the Ministry in writing.
- (c) **Ministry Review.** Where the Ministry is satisfied with the notice and RNPGA Physician Declaration, the Ministry shall confirm the new RNPGA Physician's admission to the Group and addition as a party to the Agreement, and include the effective date thereof, in writing to the Lead Physician. The proposed new RNPGA Physician shall not constitute a member of the Group or party to the Agreement prior to written confirmation of same by the Ministry.

5.4 Physician Departures. For the purposes of this Agreement, a physician departure from the Group includes a voluntary departure by a RNPGA Physician, an expulsion of a RNPGA Physician by the Group, or the death of a RNPGA Physician during the Term of this Agreement.

5.5 Group Acknowledgement: Physician Departures. The Group acknowledges and agrees that:

- (a) written notice by the Lead Physician to the Ministry of a RNPGA Physician's departure from the Group shall serve to remove said RNPGA Physician as a party to the Agreement effective on the later of: the date the RNPGA Physician departs from the Group and the date the Ministry receives notice of said departure (the "**Departure Date**"); and
- (b) a departed RNPGA Physician shall continue to remain liable for all obligations arising under this Agreement up to the effective date of his/her removal as a party to this Agreement.

- 5.5 .1 **New Group Physician Departures.** Despite section 5.2, a Group Physician who has been registered with the Ministry as a RNPGEA Physician under this Agreement for less than one (1) year may provide thirty (30) days written notice to the Lead Physician to terminate his/her participation as a party to this Agreement and the Lead Physician's obligation under section 5.2 to provide the Ministry with notice of said RNPGEA Physician's departure shall be reduced to thirty (30) days in advance of the Physician's departure.
- 5.6 **Notice of Disposition of Rosters.** The following notification shall be provided to the Ministry in the manner described below:
- (a) A departing RNPGEA Physician shall:
 - (i) notify the Ministry in writing of the disposition of his or her Enrolled Patients sixty (60) days prior to his or her date of departure from the Group, as well as notifying his or her Enrolled Patients of same, unless the Group has opted for Group Enrolment pursuant to the provisions of Article 2 of Schedule "F" and the Enrolled Patients have opted to remain Enrolled Patients of the Group; and
 - (b) The Lead Physician shall:
 - (i) notify the Ministry in writing of the disposition of a departing/departed RNPGEA Physician's Enrolled Patients within sixty (60) days of the occurrence of any of the following events:
 - the departing/departed RNPGEA Physician does not provide the notice required by subsection (a); or
 - the death of a RNPGEA Physician.
- 5.6.1 **Release.** The Group releases the Ministry from any liability for any loss, expense, cost, claim, damage and liability occasioned by or attributable to the disposition of Enrolled Patients rosters provided by the Lead Physician to the Ministry.
- 5.7 **Unattached Patients on Departure.** If the departing/departed RNPGEA Physician does not retain his/her roster of Enrolled Patients, the remaining RNPGEA Physicians:
- (a) shall make reasonable efforts to provide RNPGEA Services to the Enrolled Patients of the departing/departed RNPGEA Physician; and
 - (b) shall not differentiate on account of a patient's health status or need for health services in the provision of those services.
- 5.8 **Funding Cessation for Unattached Patients.** In respect of any Enrolled Patient on the roster of the departing/departed RNPGEA Physician that the remaining RNPGEA Physicians do not accept as a patient (in accordance with section 5.9 below):
- (a) the Ministry shall cease all Funding in respect of said patient(s) as of the departing/departed RNPGEA Physician's Departure Date; and

- (b) the departing RNPGEA Physician or, on the occurrence of an event described in subsection 5.6(b), the Lead Physician shall notify said patient(s) that the Group can no longer provide RNPGEA Services to them.

5.9 **Funding Continuation for Attached Patients.** In respect of any Enrolled Patient on the roster of the departing/departed RNPGEA Physician that the remaining RNPGEA Physicians do accept as a patient, the Ministry shall continue Funding in respect of said patient(s),

- (a) on condition that the following notices are provided:
 - (i) the departing RNPGEA Physician shall notify the Ministry in writing of the name of the RNPGEA Physician who has accepted his or her Enrolled Patient(s) (the “**Receiving RNPGEA Physician**”) sixty (60) days prior to his or her Departure Date, as well as notifying his or her Enrolled Patients;
 - (ii) the Receiving RNPGEA Physician shall confirm to the Ministry in writing that he or she has agreed to accept the departing/departed RNPGEA Physician’s Enrolled Patient(s) with the intention of enrolling such patients within six (6) months of the departing/departed RNPGEA Physician’s Departure Date, unless the Group has elected for Group Enrolment (as described in Schedule “F”) in which case enrolment of the departing/departed RNPGEA Physician’s Enrolled Patient is not required.

On the occurrence of an event described in subsection 5.6(b), the Lead Physician shall provide the notices described in clause 5.9(a)(i).

- (b) for a period of six months from the Departure Date. At the end of this six month period, the Ministry shall:
 - (i) continue Funding in respect of all patients the Receiving RNPGEA Physician did enrol using the Enrolment Form; and
 - (ii) cease Funding in respect of all patients the Receiving RNPGEA Physician did not enrol using the Enrolment Form.

This subsection (b) does not apply to Groups who have opted for Group Enrolment (as described in Schedule “F”) as no further enrolment is required.

5.10 **Pregnancy/Parental Leave.** Subject to sections 5.10.1 to 5.10.7 below, a RNPGEA Physician who completes six (6) months of continuous service under this Agreement shall be entitled to a leave of absence for the birth or adoption of their child (“**Pregnancy/Parental Leave**”).

5.10.1 **Notice.** A RNPGEA Physician referred to in section 5.10 above shall provide the RNPGEA, the Ministry and, if applicable, the Community Sponsor:

- (a) at least eight (8) weeks written notice of the date the Pregnancy/Parental Leave is to begin; and

- (b) a certificate from another Physician stating the expected date of birth or written notice from the RNPGA Physician stating the adoption date and commencement date of the leave.

5.10.2 No Notice Possible. Where a RNPGA Physician cannot provide the notice under 5.10.1 because he or she has stopped providing RNPGA Services under this Agreement as a result of complications caused by pregnancy or because of a birth that happens earlier than expected, such RNPGA Physician must, within two (2) weeks of ceasing to provide such services, give the RNPGA, the Ministry and, if applicable, the Community Sponsor,

- (a) written notice of the date the Pregnancy/Parental Leave began or is to begin; and
- (b) a certificate from another Physician that,
 - i. in the case of a RNPGA Physician who stops providing RNPGA Services because of complications caused by her pregnancy, states that she is unable to provide such services because of complications caused by her pregnancy and states the expected birth date, or
 - ii. in the case of a Group Physician who stops providing RNPGA Services because of a birth that happens earlier than expected, states the date of the birth.

5.10.3 Date Changes. A RNPGA Physician who has given notice to being a Pregnancy/Parental Leave may, with the consent of the Group, which consent shall not be unreasonably withheld, and upon notice to the Ministry, change the date upon which the Pregnancy/Parental Leave is to begin.

5.10.4 Commencement No Later Than. Pregnancy/Parental Leave must commence no later than two (2) months following the date of birth or date of adoption, whichever applies, unless otherwise agreed to in writing by the Ministry.

5.10.5 Duration of Pregnancy/Parental Leave. A RNPGA Physician shall be entitled to the Funding set out in either section 5.10.6 or section 5.10.7 (depending on the RNPGA Physician's Group designation) for the following time periods, as applicable:

- (a) Nine (9) consecutive weeks of Pregnancy/Parental Leave for a RNPGA Physician who is pregnant and gives birth to a child; and/or
- (b) Eight (8) consecutive weeks of Pregnancy/Parental Leave for a RNPGA Physician who:
 - (i) is pregnant and gives birth to a child;
 - (ii) is the parent of a child; or
 - (iii) adopts a child

5.10.6 Group 1 Funding. For Group 1 RNPGA Physicians, the remuneration in respect of a RNPGA Physician during the Pregnancy/Parental Leave shall be sixty-six percent (66%) of the Base Rate Payment (as that term is defined in Schedule "G").

- 5.10.7 **Group 2 Funding.** For Group 2 RNPGE Physicians, the remuneration in respect of a RNPGE Physician during the Pregnancy/Parental Leave shall be fifty percent (50%) of the Base Rate Payment (as that term is defined in Schedule “G”).
- 5.10.8 **Locums.** During a RNPGE Physician's Pregnancy/Parental Leave, the RNPGE Physician or the RNPGE may engage the services of a Locum Physician in accordance with section 6.1 below. For further clarity, funding from the HFO Locum Program to engage the services of a Locum Physician for the purpose of temporarily replacing a RNPGE Physician on Pregnancy/Parental Leave is in addition to the funding RNPGE Physicians are eligible for under subsection 6.1(a) of the Agreement.
- 5.11 **Professional Freedom.** Nothing in this Agreement precludes a RNPGE Physician from terminating his or her relationship with any patient in accordance with professional standards. Further, nothing in this Agreement shall create obligations for a RNPGE Physician that go beyond his or her professional competence or that, using the RNPGE Physician's best efforts, are beyond the reasonable control of the RNPGE Physician.

6.0 LOCUMS AND COMPLEMENT DECREASES TO FIFTY PERCENT (50%) OR LESS

- 6.1 **Locum Physicians.** Subject to section 6.1.1, a RNPGE Physician is eligible to obtain funding for the services of Locum Physicians from the Rural and Family Medicine Locum Program provided by HealthForceOntario (the “**HFO Locum Program**”) on the following basis:
- (a) The Group is eligible to receive funding from the HFO Program up to a maximum of thirty-seven (37) days multiplied by the Designated Number of Physicians per Fiscal Year (“**Maximum Locum Days**”).
 - (b) Funding for locum services for the Group shall be provided through the HFO Locum Program, subject to the availability of Physicians to provide such services, and subject to the terms and conditions of the HFO Locum Program.
 - (c) The Group may make its own arrangements to engage the services of a Locum Physician provided that prior written approval for payment is given to the Group by the HFO Locum Program.
 - (d) In all cases, Locum Physicians who provide locum services on behalf of the Group must complete and submit to the Ministry a Locum Physician Declaration.

For further clarity,

- i. Any locum services beyond the Maximum Locum Days above shall be the financial responsibility of the Group.
- ii. If the Community has a hospital with an emergency department, a Locum Physician shall provide Emergency Department Services, and receive Funding for same, in accordance with the provisions of this Agreement.

6.1.1 **Locum Days for Vacant Positions.** Despite section 6.1, if a vacancy were to occur in one or more of the Designated Number of Physician positions,

- (a) the Ministry, not the HFO Locum Program, will provide the Funding for the locum service days allocated to that vacant position; and
- (b) the approval required under subsection 6.1 (c) above must be obtained from the Ministry, not the HFO Locum Program.

In all other respects, the terms of section 6.1 continue to apply. For further clarity, this section 6.1.1 does not change the funding entitlement for Locum Physician services set out in subsection 6.1(a) above. In respect of each vacant position, the Group shall be entitled to funding for thirty-seven (37) days of service coverage by a Locum Physician per Fiscal Year, which shall be prorated on a monthly basis as three (3) days per month except in one month of that Fiscal Year, in which case it shall be four (4) days of Locum Physician services.

6.2 **Banking of Locum Days.** Each RNPGA Physician who provides RNPGA Services may carry forward up to five (5) of the Maximum Locum Days each Fiscal Year ("**Carry Forward Locum Entitlement Days**"), to a maximum of twenty-five (25), and use such days in any subsequent Fiscal Year for any purpose.

6.3 TME. If a RNPGA Physician uses Carry Forward Locum Entitlement Days for OMA approved targeted medical education, the Ministry shall pay for an equal number of additional days for Locum Physician coverage for such RNPGA Physician.

6.4 **Transfer of Days.** Carry Forward Locum Entitlement Days may be transferred from this Agreement to any other Rural and Northern Physician Group Agreement, so long as there is no break in service by the RNPGA Physician.

6.5 **Service Break.** A break in service in section 6.4 occurs when:

- (a) this Agreement is terminated or expires and the RNPGA Physician does not enter into another Rural and Northern Physician Group Agreement immediately upon termination or expiry; or
- (b) the RNPGA Physician ceases to be a member of the Group.

For further certainty, a Pregnancy/Parental Leave or other temporary leave of absence does not constitute a break of service for the purposes of section 6.5.

6.6 **Complement Shortage.** In the event that the number of RNPGA Physicians falls to fifty percent (50%) or less of the total Designated Number of Physicians ("**Complement Shortage**"), the Group shall be eligible for funding from the Ministry for:

- (a) seven (7) days of service coverage by a Locum Physician per month per vacant position for a period of twelve (12) months, which is in addition to the funding entitlement for locum services set out in subsection 6.1(a); and
- (b) reduced to three (3) days of service coverage by a Locum Physician per month per vacant position for the next twelve (12) months, which is in addition to the funding entitlement for locum services set out in subsection 6.1(a), provided that

the Complement Shortage continues to apply. The same rules set out in section 6.1.1 apply in respect of these additional days.

If the Complement Shortage ceases to apply prior to the expiry of the time periods in subsection 6.6(a) and/or subsection 6.6(b) above, the Group's entitlement to these additional locum days ends immediately. For further clarity, the Group shall continue to remain entitled to the funding set out in subsection 6.1(a) in respect of any remaining vacant positions, and the same rules set out in subsection 6.1.1 continue to apply-

6.7 Group 1: Continuation of Base Rate Funding by Ministry. In respect of Group 1 RNPGA Physicians,

- (a) In the event of the departure of a RNPGA Physician, the Group shall be eligible for the full value of the payment the Group would receive under section 2.1 of Schedule "G" (Payment Schedule) as if the former RNPGA Physician was still providing RNPGA Services, for a period of six (6) consecutive months from the Departure Date from the Group of the former RNPGA Physician or until the vacant position is filled with a new RNPGA Physician, whichever comes first;
- (b) In the event of a Complement Shortage, the Group shall be eligible for thirty-two percent (32%) of the value of the payment the Group would receive under section 2.1 of Schedule "G" (Payment Schedule) as if the former RNPGA Physician was still providing RNPGA Services, for the next eighteen (18) consecutive months following the date on which the time period in subsection 6.7(a) ends or until the vacant position is filled with a new RNPGA Physician, whichever comes first.

After the time period in subsections 6.7(a) or 6.7(b) have elapsed, the provision of this Base Rate Funding to the Group shall cease, unless a continuation of funding is agreed to in writing by the Ministry following consultation with the Group.

If a Group is receiving Funding under this section when changes to Physician Complement resulting from the Complement Review become effective, such Funding shall continue for the time period(s) specified in this section 6.7 despite the changes to Physician Complement. Once the applicable time period(s) has(ve) elapsed, the Group's eligibility for any new Funding under this section shall be determined on the basis of the changes to Physician Complement that resulted from the Complement Review.

6.8 Group 2: Continuation of Overhead Funding by Ministry. In respect of Group 2 RNPGA Physicians, in the event of a Complement Shortage, the remaining RNPGA Physicians shall be eligible for the full value of Overhead Funding (as defined in section 2.1.1 of Schedule "G" (Payment Schedule)) for a period of six (6) consecutive months from the Departure Date from the Group of the former RNPGA Physician or until the vacant position is filled with a new RNPGA Physician, whichever comes first.

After the six (6) month time period has elapsed, the provision of this Overhead Funding to the Group shall cease, unless a continuation of funding is agreed to in writing by the Ministry following consultation with the Group.

If a Group is receiving Funding under this section when changes to Physician Complement resulting from the Complement Review become effective, such Funding

shall continue for the time period(s) specified in this section 6.8 despite the changes to Physician Complement. Once the applicable time period(s) has(ve) elapsed, the Group's eligibility for any new Funding under this section shall be determined on the basis of the changes to Physician Complement that resulted from the Complement Review.

7 .0 SERVICES

- 7.1 **RNPGA Services.** The RNPGA Physicians shall, from among their number, provide, co-ordinate or oversee the provision of the RNPGA Services to Community Patients. The primary responsibility for providing the RNPGA Services under this Agreement rests with the RNPGA Physicians.

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

- 7.2 **Service Obligations.** The Group shall be responsible for the following:

- (a) Except for Recognized Holidays, the RNPGA Physicians shall ensure that a sufficient number of RNPGA Physicians are available to provide RNPGA Services during reasonable and regular office hours from Monday through Friday sufficient and convenient to serve Community Patients;
- (b) The provision of RNPGA Services during Evening and Weekend Hours, as described in Schedule "D";
- (c) The provision of Telephone Health Advisory Services (the "**THAS**") as described in Schedule "E".

- 7.3 **Emergency Coverage.** In addition to the service obligations in section 7.2, the Group shall provide emergency services to Community Patients as follows ("**Emergency Coverage**"):

- (a) If the Community has a hospital with an emergency department, provide physician coverage at that emergency department in accordance with the agreement between the hospital and RNPGA Physician; or
- (b) If the Community does not have a hospital with an emergency department, provide twenty-four (24) hour emergency coverage, subject to section 7.4.

- 7.4 **Emergency Coverage for Group 2.** For Group 2 RNPGA Physicians,

- (a) such Physicians shall provide reasonable on-call physician services to Community Patients. What is reasonable shall depend on all the circumstances and may vary from situation to situation;
- (b) the Community Sponsor and the RNPGA Physicians acknowledge that they have discussed their respective on-call needs and expectations prior to entering into this Agreement, and agree that they shall discuss such matters again should the need arise during the Term of this Agreement;

- (c) the RNPGA Physicians agree to initiate discussions, and to cooperate fully, with other Physicians in the Community in order to realize the objective that all persons in the Community should have access to on-call physician services when needed;
- (d) the RNPGA Physician shall ordinarily carry out his or her on-call obligations under this section personally, except where such Physician cannot be personally available to provide such on-call services, he or she shall:
 - (i) Arrange for another Physician or health care facility in the same or another community to provide the on-call services described in section 7.4; and
 - (ii) Inform the appropriate available agency or agencies (for example, the nearest ambulance service or Ontario Provincial Police), as necessary in the circumstances, that he or she cannot be personally available.
- (e) where either paragraph 1 or 2 of subsection 7.4(d) applies, the RNPGA Physician shall take all reasonable steps to ensure that the other Physician or health care facility providing on-call services in the place of the RNPGA Physician shall provide, and is capable of providing, the services described in section 7.4; and
- (f) the Community Sponsor shall take specific measures, to be locally determined, to educate members of the Community about the appropriate use of medical services outside of normal office hours. The RNPGA Physicians agree to co-operate with the Community Sponsor in this matter.

7.5 Notice of Services. As applicable, the Group shall advise patients of the office hours and locations of Evening and Weekend Hours referred in subsection 7.2(b) and the THAS arrangements referred to in subsection 7.2(c) by posting a notice in a prominent place in all of the RNPGA Physicians' office locations and through the appropriate message on each of the office practice's voicemail messaging devices.

7.6 Providing the RNPGA Service. The Group shall provide the RNPGA Services:

- (a) in accordance with the terms and conditions of the Agreement; and
- (b) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the RNPGA Services.

8 .0 ENROLMENT

- 8.1 **Enrolment Rules.** The Group shall invite patients in each of their practices to become enrolled in accordance with the provisions of Schedule "F".
- 8.2 **Enrolment Funding.** In consideration of the RNPGA Physician completing the enrolment process with the patient, the Ministry shall pay the enrolling RNPGA Physician the amount or amounts as set out in Schedule "F".

9 .0 FUNDING AND RECOVERY PROVISIONS

- 9.1 **Payments.** Subject to the terms and conditions of this Agreement, during the Term herein, the RNPGA Physicians and Locum Physicians shall be eligible for the payments as specified in Schedule "G" and Schedule "H".
- 9.2 **Payments Made.** Payments made under section 9.1 shall be paid by direct deposit to Group Bank Account and made in arrears on a monthly basis on either the 15th day or last business day of the month, depending on the type of payment, following the month in which the claim was submitted to the Ministry by the RNPGA Physician.
- 9.3 **Limitation on Payment of Funds.** Notwithstanding section 9.1, the Ministry shall not provide any Funds to the RNPGA Physicians until the RNPGA Physicians confirm the execution of a Governance Agreement as required under section 4.1.
- 9.4 **Remittance Advice Report.** The Ministry shall provide:
- (a) a RNPGA Remittance Advice Report to each RNPGA Physician, which report shall include billing and payment information relating to that individual RNPGA Physician; and
 - (b) a RNPGA Group Remittance Advice Report to the Lead Physician, which shall detail the payments made to the Group in respect of the Telephone Health Advisory Service and Locum Physician services where the Locum Physician is registered under this Agreement and a Patient Enrolment Model Agreement.
- 9.5 **Deduction for Debt by Physician.** Notwithstanding anything in this Agreement, where a RNPGA Physician owes a debt to the Ministry for any reason, the Ministry upon notice to the Lead 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 Group, up to the amount that the RNPGA Physician is paid by the Group per month, provided that within seven days of a request by the Ministry, the Group shall provide a written declaration to the Minister indicating the amount that the RNPGA Physician is paid per month.
- 9.6 **Deduction for Debt by the Group.** Notwithstanding anything in this Agreement, where the Group owes a debt to the Ministry, because of an overpayment by the Ministry to the Group or because a RNPGA Physician or the Group 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 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

Group. If there is insufficient or no money due and payable by the Ministry to the Group under this Agreement against which to deduct or set-off such debt, then the Group shall pay to the Ministry forthwith any monies owing and the RNPGA Physicians shall be liable in equal shares for such debt.

- 9.7 **Not to Affect Other Rights.** Nothing in this Agreement affects any other right of the Ministry or Her Majesty the Queen in Right of Ontario (hereinafter referred to as the “**Crown**”) under any statute, regulation or rule of law to recover or collect money owing by a RNPGA Physician or a Locum 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*.
- 9.8 **OMA Dues.** Pursuant to the *Ontario Medical Association Dues Act, 1991*, all RNPGA Physicians, whether members of the OMA or not, are required to pay OMA dues and assessments that the OMA would charge each RNPGA Physician if he or she were a member of the OMA. Accordingly, the Ministry shall deduct from the payments made by the Ministry to the RNPGA Physician who has not paid his or her OMA dues and assessments, an amount equal to the amount of OMA dues and assessments that the RNPGA 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.
- 9.9 **Deeming Provision.** An account or claim submitted in the name of a RNPGA Physician or Locum Physician in conjunction with the Physician’s billing number issued by the Ministry and/or the Group’s Identifier Number, and any payment made pursuant to the account or claimed is deemed to have been:
- (a) Submitted personally by the RNPGA Physician or Locum Physician;
 - (b) Paid to the RNPGA Physician or Locum Physician personally;
 - (c) Received by the RNPGA Physician or Locum Physician personally; and
 - (d) Made by and submitted with the consent and knowledge of the RNPGA Physician or Locum Physician.

This section applies despite section 9.2 of this Agreement.

- 9.10 **Community Sponsors.** As Community Sponsors provide funding directly to Group 2 RNPGA Physicians to support the provision of RNPGA Services by these Groups, the provisions of Schedule “I” shall apply to such Group 2 Agreements, notwithstanding any other agreement to the contrary.

10 .0 REPORTING REQUIREMENTS

- 10.1 **Service Reporting.** Each RNPGA Physician shall complete and submit to the Ministry service reports that set out the details of all RNPGA Services rendered within the scope of this Agreement and submitted no later than six (6) months following the date on which the services were provided in a manner similar to billing the Plan on a FFS basis using the Identifier Number and the RNPGA Physician’s Registration Number (“**Shadow-Billing**”).

10.2 **Enrolment Information to the Ministry.** Each RNPGA Physician shall provide the Ministry with the following:

- (a) the original copy of the Enrolment Form for each patient he or she enrolls within ninety (90) days of the patient signing the form; and
- (b) any changes to the information contained on the Enrolment Form. In particular, if a RNPGA Physician or a member of the Group's Personnel is advised by an Enrolled Patient of a change in address or telephone number, the RNPGA Physician shall advise the Ministry of such change.

10.3 **RNPGA Facility and Hours of Operation Information.** Within forty-five (45) days of the Effective Date of this Agreement, the Lead Physician shall provide written notice to the service provider of the Telephone Health Advisory Service of the Group's Evening and Weekend Hours and THAS coverage schedules, including the office address and beeper number for each RNPGA Physician office open or available during those times.

The Lead Physician further agrees to provide the service provider of the Telephone Health Advisory Services with any changes to the Evening and Weekend Hours and/or the location(s) of these services within forty-five (45) days of the change.

10.4 **Additional Requests.** The Group agrees to respond in a timely manner to such reasonable inquiries and requests for information or materials as may be made from time to time by the Ministry in relation to this Agreement.

10.5 **Evaluation.** The Group herein agrees to participate in and co-operate with any evaluation and monitoring activities undertaken by the Ministry or any persons designated by the Ministry upon adequate notice. It is understood that the evaluation and monitoring activities shall be conducted with a view to minimizing disruption of the normal operations of the Group.

11 .0 FREEDOM OF INFORMATION, PROTECTION OF PRIVACY AND CONFIDENTIALITY

11.1 **FIPPA.** The Group acknowledges that the Ministry is bound by the *Freedom of Information and Protection of Privacy Act (Ontario)* and that any information provided to the Ministry in connection with the RNPGA Services or otherwise in connection with the Agreement is subject to disclosure in accordance with the Act.

11.2 **Patient Records - Confidentiality.** The Group shall be fully responsible for establishing policies designed to ensure that medical records pertaining to Enrolled Patients are maintained in accordance with all current legal and professional regulatory requirements. The Group agrees 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 the patient or law.

12 .0 INDEMNIFICATION, MINISTRY NOT LIABLE AND INSURANCE

- 12.1 **Indemnification.** The Group shall at all times, both during and following the Term of this Agreement and all renewals of this Agreement, indemnify and save harmless the Indemnified Parties from and against all claims, causes of action, demands, liabilities, losses, costs, damages, actions, suits, judgments 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 Group, or by any of the Group’s Personnel, under this Agreement for which comprehensive commercial general liability insurance and all risk property insurance, as required by sections 12.3, are available.

For further certainty, nothing in this Agreement shall make the Indemnified Parties liable for any liability of the Group 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.

This section 12.1 shall survive the termination or expiry of this Agreement.

- 12.2 **Ministry Not Liable.** The Indemnified Parties shall not be liable to the Group and/or a Group Physician, for any Claims occasioned by or attributable to anything done or omitted to be done by the Group and/or a Group Physician in connection with this Agreement or with the performance by the Group 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 Claims are caused by the Ministry. This section 12.2 shall survive the termination or expiry of this Agreement.
- 12.3 **Commercial Insurance.** The Group hereby agrees to put in effect and maintain for the period during which this Agreement is in effect, at its own cost and expense, with insurers that have a secure A.M. Best rating of B+ or greater, or the equivalent, a policy of commercial general liability insurance, to an inclusive limit of not less than \$2,000,000.00 per occurrence for property damage, bodily injury and personal injury, and including, at least, the following policy endorsements:
- (a) Her Majesty the Queen in right of Ontario as represented by the Ministry as an additional insured;
 - (b) A cross-liability clause;
 - (c) Contractual liability; and
 - (d) 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.
- 12.4 **Medical Malpractice.** Each RNPGA Physician shall maintain 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 Group shall ensure that each Locum Physician engaged to provide RNPGA Services shall maintain in full force and effect such medical malpractice liability insurance coverage for the duration of his or her engagement as a Locum Physician.

12.5 **Certificates of Insurance.** Upon the request of the Ministry, the Group shall provide the Ministry with proof of the insurance required under this Agreement in the form of valid certificates of insurance or a copy of each insurance policy.

13 .0 RELATIONSHIP AMONG THE PARTIES

13.1 **No Partnership Relationship or Relationship of Employment.** The Parties understand and agree that the relationship between the Group and the Ministry under this Agreement shall be that of independent contractors. Nothing in this Agreement shall be construed to constitute the Group or a RNPGE Physician as partners, employees or agents of the Ministry for any purpose whatsoever.

14 .0 RECORDKEEPING, INSPECTION AND AUDIT

14.1 **Record Maintenance.** Each RNPGE Physician and each Locum Physician shall maintain separate financial records and books of account regarding the receipt and administration of all amounts paid by the Ministry during the Term of this Agreement and shall retain these same records both during the Term of this Agreement and for at least seven (7) years from the date of the expiry or termination of this Agreement (the “**RNPGE Physician Records**”).

14.2 **Inspection.** Each RNPGE Physician shall allow the Ministry, or the Ministry's designated representative, upon twenty-four (24) hours' notice and during business hours, to enter upon the RNPGE Physician's premises to inspect and copy any of the RNPGE Physician Records in the possession or under the control of the RNPGE Physician, which relate to the Funds.

14.3 **Inspection Includes.** The Ministry's right of inspection in this Agreement includes the right to perform an audit including a review or examination of any aspect of the Funding, RNPGE Services or RNPGE Physician Records.

14.4 **Additional Requests for Inspection.** The Group agrees to provide any other information the Ministry may reasonably request for the purposes of inspection and audit pursuant to this Agreement.

14.5 **Limitation on Inspection.** Nothing in this Agreement shall require the Group, except as otherwise permitted or required by law, to disclose any personal information, or any personal health information to the Ministry.

14.6 **No Control of Records.** No right conferred upon the Ministry under this Agreement nor any provision of this Agreement shall be construed so as to give the Ministry any custody or control whatsoever over the Group Records.

14.7 **Auditor General.** For greater certainty, the Ministry's rights under this Article 14 are in addition to any rights provided to the Auditor General pursuant to section 9(1) of the *Auditor General Act* (Ontario).

15 .0 EVENTS OF DEFAULT

15.1 Each of the following events shall constitute an Event of Default:

- (a) the Group breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the RNPGA Services;
 - (ii) use or spend Funds; and/or
 - (iii) provide the reports required under Article 10 or such other reports as may have been requested pursuant to the Agreement;
- (b) a RNPGA Physician or RNPGA Physicians' inability to practice as a result of the suspension or revocation of the RNPGA Physician or RNPGA Physicians' certificate(s) of registration;
- (c) the Group's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;
- (d) the Group makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; and
- (e) the Group ceases to operate.

16 .0 TERMINATION

16.1 **Termination for Convenience.** Either the Group or the Ministry may, at any time, terminate the Agreement for any reason without cause and without any cost, penalty or liability, upon giving sixty (60) days written notice to the other Party.

16.2 **Termination of Agreement for Cause.** Subject to section 16.4 below, if the Group 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.

- 16.3 **Breach by Individual RNPGEA Physicians.** In the event that one or more RNPGEA Physicians is in material breach of any provision of this Agreement, but the remaining RNPGEA 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 16.2 (b) above; or
 - (b) to require the Group to remove from the Group the RNPGEA Physician(s) who is/are in breach of this Agreement within thirty (30) days, and if the Group fails to remove such RNPGEA Physician(s) within such period, the Ministry may terminate this Agreement in accordance with section 16.2 (b) above. In the event that the RNPGEA Physician(s) is/are removed, the payment calculation for the Group shall be recalculated.
- 16.4 **Material Breaches.** For purposes of sections 16.2 and 16.3 but without limiting the provisions thereof, the Events of Default set out in section 15.1 shall be deemed to be material breaches of this Agreement by a RNPGEA Physician or Physicians or by the Group, which the Ministry shall be entitled at its option to treat as incapable of being cured.
- 16.5 **Termination Date.** In the event of termination pursuant to section 16.2, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.
- 16.6 **Obligations during Notice Period.** Notwithstanding that any Party has provided notice of termination of this Agreement, the Group shall, during the notice period and continuing up to the date of termination, continue to provide the RNPGEA Services to all patients of the RNPGEA Physicians and to perform all of their obligations under this Agreement, and the RNPGEA Physicians shall be entitled, during such notice period, to be paid for the RNPGEA Services performed in compliance with this Agreement
- 16.7 **Consequences of Termination.** If this Agreement is terminated pursuant to section 16.1 or section 16.2, the Ministry may demand the repayment of any Funds the Group has received contrary to the terms of this Agreement.
- 16.8 **Obligations on Termination.** Upon any termination of this Agreement, the RNPGEA 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 patients without any interruption or delay.

17 .0 REPAYMENT

- 17.1 **Debt Due.** If a RNPGEA Physician owes any monies, including any Funds, to the Ministry, whether or not their return or repayment has been demanded by the Ministry, such monies shall be a debt due and owing to the Ministry by the RNPGEA Physician and the RNPGEA Physician shall pay or return the amount to the Ministry immediately unless the Ministry directs otherwise.
- 17.2 **Interest Rate.** The Ministry may charge interest on any amount that is owed to the Ministry pursuant to the Agreement at the then current rate charged by the Province of

Ontario on accounts receivable.

- 17.3 **Payment of Monies to the Ministry.** The Group shall repay the amount requested by cheque, made payable to the "Minister of Finance", and mail it to the Ministry to the attention of the Ministry contact set out in section 18.1 herein.

18 .0 NOTICES

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall **be** delivered by any one of the following methods:

- (a) postage-prepaid mail;
- (b) courier;
- (c) facsimile; or,
- (d) e-mail and/or posted on a Ministry of Health and Long-Term Care website accessible to the Group only if the notice is addressed to the Group.

In addition, such notice shall be addressed to the Parties as set out below:

To the Ministry:

Ministry of Health and Long Term Care
159 Cedar Street, Suite 402
Sudbury ON P3E6A5

Attention: Lison Breton
Program Analyst

Fax: (705) 564-7493

E-mail: Lison.Breton@ontario.ca

To the OMA:

Ontario Medical Association
150 Bloor Street West, Suite 900
Toronto ON M5S 3C1

Attention: Adam Farber
OMA Legal Counsel

Fax: (416)340-2944

E-mail: Adam.Farber@OMA.org

To the Rural and Northern Physician Group:

Temagami Medical Centre
17 O'Connor Drive, Box 98
Temagami ON P0H 2H0

Attention: Dr. Stephen Goddard
Lead Physician

Fax: (705) 569-2610

E-mail: dlgoddard@persona.ca

To the Community Sponsor:

Municipality of Temagami
Box 220
Temagami ON P0H 2H0

Attention: Mr. John Hodgson
Mayor

Fax: (705) 569-2834

18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after such notice is mailed;
- (b) in the case of courier or facsimile, on the day such notice is received by the other Party; or
- (c) in the case of e-mail, seven days after such notice is sent.

19 .0 DISPUTE RESOLUTION

19.1 **Physician Services Committee.** Disputes among the Parties arising from matters under this Agreement may be referred to the Physician Services Committee for consideration.

20 .0 GENERAL

20.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - RNPGA Physician Declaration
- (b) Schedule "B" - Locum Physician Declaration
- (a) Schedule "C" - Description of Rural and Northern Physician Group Services
- (b) Schedule "D" - Evening and Weekend Hours
- (c) Schedule "E" - Telephone Health Advisory Services
- (d) Schedule "F" - Enrolment
- (e) Schedule "G" - Payment Schedule
- (f) Schedule "H" - Premiums and Bonuses
- (g) Schedule "I" - Community Sponsored Additional Terms

20.2 **Professional Freedom Preserved.** The professional freedom of the RNPGA Physicians shall be preserved and protected. They shall be free to discharge their professional responsibilities in accordance with the law, contemporary health care standards and the requirements of their respective professions and the communities they serve.

20.3 **Waivers in Writing.** A waiver of any failure to comply with any term of this Agreement must be written and signed by the non-defaulting Party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

20.4 **No Assignment.** The Group shall not assign this Agreement, the Funds or any part thereof without the prior written consent of the Ministry.

20.5 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

- 20.6 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.
- 20.7 **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.
- 20.8 **Entire Agreement.** The Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 20.9 **Modification of Agreement.** The Parties acknowledge that only the Ministry and the OMA may negotiate amendments to this Agreement. Where any amendments to this Agreement are negotiated, the OMA and the Ministry shall provide the Group with notice of the amendments to this Agreement at least 90 days prior to the effective date of the amendment. Notwithstanding the foregoing, the Group may agree that an amendment is effective as of an earlier date than the effective date of the notice of amendment, provided such earlier date is specified in the amending documents. The Group shall have thirty days from the date of the notice of amendment to determine whether to accept the amendment or to give notice of termination of this Agreement pursuant to section 14.1. If no notice of termination is given, the Group shall be deemed to have accepted the amendment as at its effective date.
- 20.10 **Survival.** The provisions in Article 1.0, section 4.9, subsection 5.3(b), sections 5.4, 5.5, 5.6.1, 9.5, 9.6, 9.9, 10.1 and 10.2 (10.1 and 10.2 only to the extent that Reports remain outstanding), sections 10.4 and 13.1, the provisions in Article 14.0, section 16.7, the provisions in Article 17.0 and Article 18.0, and sections 20.6, 20.7 and 20.10 shall survive the termination or expiry of this Agreement for a period of seven (7) years from the date of termination or expiry of this Agreement.
- 20.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

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

Per: _____

Date: _____

July 12, 2013

**DR. STEPHEN GODDARD MEDICINE
PROFESSIONAL CORPORATION**

Per:  _____

Print Name: S. GODDARD

Date: 4.3.13

I have the authority to bind the Corporation

MUNICIPALITY OF TEMAGAMI

Per:  _____

Authorized Signing Officer

Elaine Gunnell
Municipal Clerk

Date: March 21, 2013

THE ONTARIO MEDICAL ASSOCIATION

Per:  _____

Authorized Signing Officer

Date: MAY 27 2013

SCHEDULE "A"

RNPGA PHYSICIAN DECLARATION

TO: THE MINISTRY OF HEALTH AND LONG-TERM CARE (the "**Ministry**")

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

SECTION ONE: RNPGA PHYSICIAN DECLARATION	
In the event a RNPGA Physician is a natural person, please complete the box below:	In the event a RNPGA Physician is a Medicine Professional Corporation please complete the box below:
<p>IN CONSIDERATION of the Ministry and the Group entering into a Rural and Northern Physician Group Agreement (the "Agreement") under which the Ministry shall remunerate the RNPGA Physician for the provision of comprehensive primary health care services as set out under the Agreement, the undersigned physician,</p> <p><u>(insert name of physician)</u> hereby declares and acknowledges as follows:</p>	<p>IN CONSIDERATION of the Ministry and the Group entering into a Rural and Northern Physician Group Agreement (the "Agreement") under which the Ministry shall remunerate the RNPGA Physician for the provision of comprehensive primary health care services as set out under the Agreement, _____</p> <p>(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:</p>

- (1) The undersigned has received a copy of the Agreement and reviewed and fully understands the terms of the Agreement. The undersigned agrees to be bound by all of the terms of the Agreement.
- (2) 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 service funded under this Agreement.
- (3) 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 Ministry 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 Ministry 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 Group as a result of such debt of the undersigned, the Group shall be entitled to deduct such amounts from any amounts payable to the undersigned by the Group.

- (4) The undersigned has executed the Group's Governance Agreement either in a personal capacity or, if applicable, as the Participating Voting Shareholder in the Medicine Professional Corporation, and consents to the disclosure to the Ministry of all documentation pertaining to the governance of the Group as may be required to demonstrate compliance with the governance requirements set out in the Agreement and as may be requested by the Ministry.
- (5) The undersigned acknowledges and agrees that all payments under the Agreement shall be made to the bank account specified by the Group in accordance with the governance requirements set out in the Agreement.
- (6) The undersigned acknowledges and agrees that, in the event the undersigned elects to include a Billing Agent as an authorized signing officer on the Group Bank Account, the undersigned:
 - (a) shall continue to remain liable and accountable to the Ministry for all obligations arising from this Agreement, regardless of the designation of a Billing Agent; and
 - (b) releases the Ministry from any liability for any loss, expense, cost, claim, damage and liability occasioned by or attributable to the undersigned's designation of a Billing Agent, provided that the Ministry has acted in accordance with its obligations under the Agreement.
- (7) The undersigned confirms that Dr., as Lead Physician, has the authority to act on the undersigned's behalf as set out in the Agreement.
- (8) For further certainty, the undersigned -herein acknowledges and agrees that the Lead Physician's authority to act on behalf of the undersigned includes the authority to bind the undersigned for the purposes of: -----
 - (a) Notifying the Ministry of any addition or departure of a RNPGA 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 subsection 5.6(b) of the Agreement;
 - (c) changes to the RNPGA Physicians elected as the Lead Physician and/or Associate Lead Physician (as set out in paragraphs 7 and 9 herein) following the signing of this Physician Declaration; and
 - (d) any other matter arising out of, or pertaining to, the Agreement.
- (9) The undersigned confirms that Dr., as Associate Lead Physician, has the same authority as the Lead Physician to act on the undersigned's behalf in the event that the Lead Physician is temporarily unavailable or unable to fulfill his or her duties under the Agreement, or the office of Lead Physician is temporarily vacant.

- (10) 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 set out in the Agreement.
- (11) The undersigned confirms that the undersigned has obtained and shall maintain for the duration of the Term of the Agreement, all insurance required pursuant to this Agreement.
- (12) The undersigned consents to the Ministry disclosing to the Lead Physician any payment information pertaining to the undersigned's provision of THAS services under the Agreement.
- (13) This Declaration survives the termination or expiry of the Agreement solely for the purpose of resolving any issues relating to the Agreement which are discovered after the termination or expiry of the Agreement.
- (14) All words used in this Declaration shall be deemed to have the same meaning that they have in the Agreement.

Dated at 10 March this JS day of March 2013.

IN THE EVENT THE RNPGA PHYSICIAN IS A NATURAL PERSON:

Name 0IUSUWMARO
Billing Number TCMAAAW UFFUCAI CFNTRE
Office Address P.O. BOX 98
TEMAHAMI, ONTARIO POH 2H0
Fax Number (785) 569*3244 Fax 569-2610
Phone Number _____
Name of Group " _____

cxooO

Signature: Physi^{^^}

Witness

OR

IN THE EVENT THE RNPGA PHYSICIAN IS A MEDICINE PROFESSIONAL CORPORATION:

The DR SIGMUND GOSWAMI /AC-CCAC *****nser^name^of corporation hereby further represents, warrants to and covenants with the Ministry as follows:

1. The DR SIGMUND GOSWAMI -MGA(C) (t^C PROFESSIONAL CORPORATION (insert name of corporation) is a corporation duly incorporated and validly subsisting pursuant to the laws of Ontario;
2. The DR SIGMUND GOSWAMI MEAC PROFESSIONAL CORPORATION (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;
3. The DR SIGMUND GOSWAMI MEDICINE PROFESSIONAL CORPORATION (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(s) designated by the DR SIGMUND GOSWAMI MEDICINE PROFESSIONAL CORPORATION c^G/yfaseWTram^coroorationitobe a member of the Group on behalf of the corporation is are: DR - SIGMUND GOSWAMI (insert physician name(s)) and
5. Except for the Participating Voting Shareholder(s) designated in paragraph 4 above and any other RNPGA Physician, no Physician shall be a member of the Group on behalf of the DR SIGMUND GOSWAMI MEDICINE PROFESSIONAL CORPORATION (insert name of corporation) unless agreed to in writin^byThe Minisffiapd the OMA. P*

Signature: [Signature] Signing Officer

Name: [Signature]

Title:

I have the authority to bind the DR SIGMUND GOSWAMI MEDICINE PROFESSIONAL CORPORATION (insert name of corporation)

AND

SECTION TWO: PARTICIPATING VOTING SHAREHOLDER ACKNOWLEDGEMENT

To be completed in the event the RNPGA Physician is a Medicine Professional Corporation by each Participating Voting Shareholder of that corporation:

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

We, the undersigned physicians, being all of the Participating Voting Shareholders in the _____ **(insert name of professional corporation)**, hereby acknowledge and agree that the Ministry's rights as set out in sections 2 and 3 of this Declaration, and sections 9.5 and 9.6 of the Agreement, shall apply to each one of us in our personal capacities.

List Names of each Participating Voting Shareholder:

Name:

Witness

Name:

Witness

AND

SECTION THREE: LEAD PHYSICIAN DECLARATION

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

Signature: Lead Physician

SCHEDULE "B"

LOCUM PHYSICIAN DECLARATION

TO: THE MINISTRY OF HEALTH AND LONG-TERM CARE (the "**Ministry**")

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

IN CONSIDERATION of the Ministry and the Rural and Northern Physician Group (the "**RNPGA**") Physicians entering into the Rural and Northern Physician Group Agreement (the "**Agreement**") under which the Ministry provides remuneration for the services I provide in accordance with the Agreement, I hereby _____
declare and acknowledge as follows:

1. I have received a copy of the Agreement and have reviewed and fully understood the terms of the Agreement. I agree to be bound by all applicable terms of the Agreement that would relate to my participation in the RNPGA.
2. I agree to provide RNPGA services with _____ (____).
(Enter RNPGA Name and RNPGA Group Identifier)
3. Other than as provided for in the Agreement, I shall not claim, directly or indirectly, or accept payment, or authorize any person to claim for or accept payment from the Ontario Health Insurance Plan (the "Plan") or from any other person, for any service funded under this Agreement.
4. In the event that I breach any of the claim, payment or funding provisions set out in the Agreement, or where I owe a debt to the Minister for any other reason,
 - (a) the Ministry may retain, by way of deduction or set-off, out of any money that is due and payable to me by the Ministry under the Agreement, all or part of such money as the Ministry sees fit in the circumstances; and
 - (b) the General Manager may retain, by way of deduction or set-off, under the *Health Insurance Act*, out of any money that is due and payable to me by the Ministry 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 Group as a result of such debt of mine, the Group shall be entitled to deduct such amounts from any amounts payable to me by the Group.

5. I acknowledge and agree that all payments to be made under the Agreement shall be made to the bank account specified by the Group in accordance with the governance requirements set out in the Agreement. **I acknowledge that I have no direct claim against the Ministry for remuneration for services provided by me under the Agreement.**
6. If the Ministry makes a request under the Agreement for any record connected with the delivery of services under the Agreement that is in my possession or under my control, I

agree to make such record available for inspection by the Ministry, or persons designated by the Ministry, in order for the Ministry to verify any data submitted with respect to services provided.

7. I consent to the Ministry, the Office of the Auditor General, or persons designated by the Ministry, to conduct an audit of the RNPGE Physician Records that are in my possession or under my control, and my use of Ministry networks and systems.
8. I agree to participate in, and co-operate with, any evaluation and monitoring activities undertaken by the Ministry or persons designated by the Ministry, following appropriate notice.
9. I agree to comply with all applicable law, rules, regulations, and standards, including standards of practice, relating to, or affecting, the performance of my obligations under the Agreement and shall at all times that services are provided under the Agreement hold a valid certificate of registration issued by the College of Physicians and Surgeons of Ontario.
- 10.1 agree to maintain at all times that services are provided under the Agreement medical malpractice liability insurance coverage or membership in a medical mutual defence association of a type appropriate to the services I provide.
- 11.1 confirm that Dr., as Lead Physician, has the authority to act on my behalf as set out in the Agreement.
12. For further certainty, I herein acknowledges and agrees that the Lead Physician's authority to act on my behalf includes the authority to bind me for the purposes of:
 - (a) changes to the RNPGE Physicians elected as the Lead Physician and/or Associate Lead Physician (as set out in paragraphs 11 and 13 herein) following the signing of this Locum Physician Declaration; and
 - (b) any other matter arising out of, or pertaining to, the Agreement.
- 13.1 confirm that Dr., as Associate Lead Physician, has the authority to act on my behalf in the event that the Lead Physician is temporarily unavailable or unable to fulfill his or her duties under the Agreement, or the office of Lead Physician is temporarily vacant.
- 14.1 consent to the Ministry disclosing to the Lead Physician any payment information pertaining to the services I provide under the Agreement. I understand that this information will only be provided by the Ministry to the Lead Physician if I am registered as a Locum Physician under this Agreement and a Patient Enrolment Model Agreement.
15. This Declaration survives the termination or expiry of the Agreement solely for the purpose of resolving any issues relating to the Agreement which are discovered after the termination or expiry of the Agreement.
- 16.1 understand that all capitalized terms used in this Locum Physician Declaration shall have the same meaning that they have in the Agreement.

AGREED:

Locum Physician's Signature and Billing Number () _____ _____
Witness Date

Locum Physician's Address _____ _____ _____
Phone Number Fax Number

City and Postal Code

Lead Physician Physician's Signature and Billing Number _____ _____
Witness Date

**This form may be faxed to (705) 564-7493 or mailed to the Ministry of Health and Long-term Care,
Primary Health Care Team, 159 Cedar Street, Suite 402, Sudbury ON P3E 6A5**

SCHEDULE "C"

DESCRIPTION OF RURAL AND NORTHERN PHYSICIAN GROUP 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 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 counseling 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 RNPGA Physicians are comfortably able to provide such treatment. Where appropriate, refer patients to and collaborate with psychiatrists and appropriate mental health care providers.

Primary Palliative Care

Provide palliative care, or offer to 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 RNPGA 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. In the categories of in-patient hospital privileges and involvement with discharge planning, physicians 65 years of age and older will not have to be counted in the preceding requirement.

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 patients who have been referred for additional care and collaborate on the medical treatment of such 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 counseling to reduce risk or development of harm from disease, including appropriate immunizations and periodic health assessments. Where disease is detected, institute early intervention and counseling, 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 RNPGA Physicians do not offer full maternal care, they shall make best efforts to arrange for patients to receive these services.

Arrangements for 24/7 Response

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

SCHEDULE "D"

EVENING AND WEEKEND HOURS

1 .0 Service Obligations for Evening and Weekend Hours

- (a) Except for Recognized Holidays, the RNPGA Physicians shall provide Evening and Weekend Hours if:
 - (i) the number of RNPGA Physicians and Locum Physicians is collectively five (5) or more; and
 - (ii) less than one half of the RNPGA Physician provide: (A) public hospital emergency room coverage, (B) public hospital anaesthesia services on a regular, ongoing basis, (C) obstetrical deliveries outside of regular office hours, or (D) any combination of services stated in (A), (B), and (C).
- (b) For Groups of five or more RNPGA Physicians and Locum Physicians, Evening and Weekend Hours shall be provided in accordance with the following minimum requirements:
 - (i) at least one RNPGA Physician office staffed by a RNPGA Physician or a Locum Physician shall be open for a minimum three hour block of time on at least five of the following occasions: Monday to Thursday night after 5:00 p.m. and for a minimum three hour block of time on a weekend.
 - (ii) during Evening and Weekend Hours, the RNPGA Physicians shall provide the RNPGA Services at the offices of least one of the RNPGA Physicians of their choice, provided that they shall advise the Ministry and the service provider of THAS of such locations.
 - (iii) RNPGA 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. RNPGA Services provided by RNPGA Physicians in a Public Hospital must be offered separate and apart from the Public Hospital's Emergency Room services.
 - (iv) the RNPGA may provide a 3 hour block of coverage on Saturday, in place of one of the weekday Evening Hours blocks. The RNPGA may also provide a 3 hour block of coverage on Sunday, in place of one of the weekday Evening Hours blocks. If a 3 hour block of coverage is provided on both Saturday and Sunday, two of the weekday Evening Hours blocks will be considered to have been met.

Notwithstanding the foregoing, in the event that a RNPGA 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.

2 .0 Notice of Evening and Weekend Hours: THAS Service Provider

Within forty-five (45) days of the Effective Date of this Agreement, the Lead Physician shall provide written notice to the service provider of the Telephone Health Advisory Service of the Group's Weekend and Evening Hours and THAS coverage schedules, including the office address and beeper number for each RNPGA Physician office open or available during those times.

The Lead Physician further agrees to provide the service provider of the Telephone Health Advisory Services with any changes to these service hours and/or location(s) within forty-five (45) days of the change.

SCHEDULE "E"

TELEPHONE HEALTH ADVISORY SERVICES

- 1.1 **General.** The Ministry shall endeavor to provide, at its expense, the THAS for the benefit of Enrolled Patients. THAS shall include advice and referral information, including triage to self-care, access, where appropriate, to an on-call RNPGA Physician or, subject to section 1.2, an on-call Locum Physician, who is permitted access to the medical records of the Enrolled Patients and, if essential, to a public hospital emergency department. THAS shall be available to Enrolled Patients from 5 p.m. to 9 a.m., Monday to Thursday, 5 p.m. Friday to 9 a.m. Monday, and during Recognized Holidays (the "**THAS Hours of Delivery**"). THAS Service shall include appropriate feedback to the enrolling RNPGA Physician when an Enrolled Patient contacts the THAS provider.

For Group 2 RNPGA Physicians, the requirement for on-call THAS availability by the Group shall be on a best efforts basis.

- 1.2 **Locum Physicians.** A Locum Physician may participate in the provision of THAS on-call services only if:

- (a) The Locum Physician is providing RNPGA Services to Enrolled Patients in addition to THAS on-call services; and
- (b) The Locum Physician is providing THAS on-call services only with this Rural and Northern Physician Group.

- 1.3 **THAS Charges Prohibited.** RNPGA Physicians and Locum Physicians shall not charge anyone directly or indirectly, nor shall they accept payment on any person's behalf, for this service.

- 1.4 **Ministry Payment to RNPGA for THAS.** The Ministry shall make a monthly payment to the Group of \$400 per RNPGA Physician and Locum Physician up to a monthly maximum of \$2000.

The monthly payment shall be made in arrears on either the 15th day or last business day of the month, depending on the type of payment, following the month in which the service was provided through direct deposit to the Group Bank Account.

Notwithstanding the foregoing, in the event that a RNPGA 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 THAS on-call payment.

- 1.5 **THAS On-Call Services.** The payments set out in section 1.4 are in consideration of the Group:

- (a) ensuring that a RNPGA Physician or a Locum Physician is available on call during the THAS Hours of Delivery;
- (b) ensuring that the THAS provider is informed of which RNPGA Physician or Locum Physician is on call and how to reach that RNPGA Physician or Locum Physician (as the case may be);

- (c) in conjunction with the Ministry, promoting the THAS among the Group's Enrolled Patients and for encouraging the proper and appropriate use of THAS by Enrolled Patients;
- (d) providing the THAS provider with information about available local services to which the THAS Provider's staff can direct callers;
- (e) participating in on-going reviews and an overall evaluation of THAS; and
- (f) providing current and up-to-date After Hours Services and THAS coverage schedules for the RNPGA Physicians and Locum Physicians to the service provider of the Telephone Health Advisory Service for the duration of the Agreement.

1.6 Sharing On-Call Service

Subject to the written approval of the Ministry, the Group may share THAS on-call service requirements with one or more physician groups (the "**Sharing Group**") subject to the following conditions being met (the "**Sharing Arrangement**"):

- (a) the Sharing Group is a party to a Patient Enrolment Model Agreement;
- (b) the Group must be located within 200 kilometers of the Sharing Group;
- (c) the Group or the Sharing Group must be comprised of five (5) or less physicians;
- (d) the maximum number of physicians participating in the Sharing Arrangement is limited to thirty (30) physicians from the Group and the Sharing Group;
- (e) despite section 1.4, the Group and the Sharing Group must agree to share the THAS payment of up to \$2,000.00 per month; furthermore, the Group and the Sharing Group must designate one bank account for the Ministry to deposit the monthly THAS payment and notify the Ministry in writing on this account as well as any changes to the Sharing Arrangement. Specific payment amounts shall be based on the number of physicians in the Sharing Arrangement and the Patient Enrolment Model Agreements to which they are party to, and shall be confirmed by the Ministry in writing to the Lead Physician and Sharing Group; and
- (f) the Group submits a written application, in conjunction with the Sharing Group, to the Ministry requesting approval for a Sharing Arrangement.

SCHEDULE “F”

ENROLMENT

1 .0 Enrolment: General

1.1 **Enrolling of Patients.** Each RNPGE Physician shall invite each patient in his or her practice to become an Enrolled Patient if the patient is:

- (a) at the time of enrolment, an Insured Person;
- (b) not incarcerated in a provincial or federal correctional institution; and
- (c) not enrolled pursuant to another Patient Enrolment Model Agreement, unless the patient wishes to enrol with the RNPGE Physician and obtain RNPGE Services from said RNPGE Physician.

Subject to section 2.1 below, patients enroll with an individual RNPGE Physician. A patient shall not be required to enroll in order to receive or to continue to receive services from a RNPGE Physician.

1.2 **Enrolment Form.** During the Term of this Agreement, patients who are invited to enrol in accordance with section 1.1 shall be provided with the Enrolment Form. The Enrolment Form shall become effective upon its completion and signing by the patient and the acknowledgement of the enrolling RNPGE Physician thereon.

Upon the full completion of the Enrolment Form by the patient and the RNPGE Physician, the RNPGE Physician shall provide a copy to the patient and the original copy to the Ministry.

The Enrolment Form must be submitted to the Ministry within ninety (90) days of the RNPGE Physician's submission of the Per Patient Rostering Fee (as defined in section 1.8 below) to the Ministry. If the Ministry has not received a patient's completed Enrolment Form within the specified time frame, the Ministry shall:

- (a) remove that Enrolled Patient from the RNPGE Physician's roster;
- (b) notify the RNPGE Physician of the removal of that Enrolled Patient from the RNPGE Physician's roster in the next enrolment report provided by the Ministry; and
- (c) demand the repayment of an amount equal to all enrolment-based payments of the funds made by the Ministry in respect of such Enrolled Patient.

1.3 **MFC.** In the event that the RNPGE Physician is a Medicine Professional Corporation, patients shall be enrolled to an individual Participating Voting Shareholder of that Medicine Professional Corporation (the “**Enrolling Participating Voting Shareholder**”). The Enrolling Participating Voting Shareholder shall acknowledge the patient's enrolment by signing the Enrolment Form.

- 1.4 **No Patient Enrolment Refused.** A RNPGA Physician shall not limit or restrict his or her invitations to patients to enrol on account of the patient's individual health status or need for health services.
- 1.5 **No Charges to Patients for Enrolment.** A RNPGA 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.
- 1.6 **Maintaining Enrolment Records.** Each RNPGA Physician shall maintain copies of the completed Enrolment Forms for Enrolled Patients on his or her roster throughout the Term of this Agreement:
- (a) in accordance with general professional requirements for the retention of medical records for their patients; and
 - (b) for a period of seven (7) years from the date of the expiry or termination of this Agreement.
- For further certainty, this requirement is in addition to submitting the original copy of the Enrolment Form to the Ministry.
- 1.7 **Updating Enrolment Records.** If a RNPGA Physician or any of the RNPGA Physician's Personnel is advised by an Enrolled Patient of a change in address or telephone number, the RNPGA Physician shall advise the Ministry of such change.
- 1.8 **Enrolment Funding.** Each RNPGA Physician who has not already received enrolment funding pursuant to any other Patient Enrolment Model Agreement shall receive an incentive in the amount of five dollars (\$5.00) on a per patient basis for the initial enrolment of patients in accordance with the provisions contained herein for a twelve (12) month period beginning on his/her effective date of registration with the Ministry as a RNPGA Physician (the "**Per Patient Rostering Fee**").

2 .0 Group Enrolment

- 2.1 **Group Enrolment Election.** Subject to section 2.3, the Group as a whole may elect to enrol patients to the Group in lieu of to an individual RNPGA Physician ("**Group Enrolment**"). To make this election, the Lead Physician shall provide the Ministry with notice, using the prescribed "Group Enrolment and Consent Election Form", and this notice shall include a declaration signed by each RNPGA Physician agreeing to participate in Group Enrolment.

In the event that the Group opts for Group Enrolment, all references to enrolment or enrolling to a RNPGA Physician in this Agreement shall be interpreted as enrolment or enrolling to the Group.

- 2.2 **Designated Physician.** The Group Enrolment option requires that each Enrolled Patient of the Group have a Designated RNPGA Physician to serve the following roles/purposes:

- (a) be responsible for providing, coordinating or overseeing, as appropriate, the provision of the RNPGA Services to that Enrolled Patient; and

- (b) acknowledge the patient's enrolment to the Group and the RNPGE Physician's designation as the most responsible physician for that patient by signing the Enrolment Form.

In the event that there is a change proposed to the Designated RNPGE Physician, the existing Designated RNPGE Physician shall notify the Ministry using the prescribed "Request to Change Designated Physician Form".

- 2.3 **Migrating Group.** In the event that the Group has an existing roster of patients enrolled to individual RNPGE Physicians when electing for Group Enrolment, each RNPGE Physician shall provide the prescribed notices to his or her Enrolled Patients in the manner required by the Ministry.

3 .0 Removal from Enrolment

- 3.1 **Removal from Enrolment.** A RNPGE Physician may remove any person from enrolment if:

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

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

- 3.2 **Enrolment Cessation.** An Enrolled Patient ceases to be an Enrolled Patient of the RNPGE Physician if:

- (a) the Enrolled Patient:
 - (i) dies;
 - (ii) becomes an uninsured person;
 - (iii) communicates in writing to the RNPGE Physician or a person designated by the Ministry, that he or she no longer wishes to be an Enrolled Patient of the RNPGE Physician;
 - (iv) becomes an Enrolled Patient of another Patient Enrolment Model Agreement physician;
 - (v) is removed by the RNPGE Physician from enrolment in accordance with section 3.1;
 - (vi) is granted a Ministry-approved extended absence pursuant to the *Health Insurance Act*, or
 - (vii) is incarcerated in a provincial or federal correctional institution and the RNPGE Physician ceases to provide the RNPGE Services to the Enrolled Patient;

or

(b) the Ministry:

- (i) removes the Enrolled Patient from a RNPGA Physician's roster under section 1.2 of this Schedule where the patient's Enrolment Form is not received by the Ministry within the requisite time period.

Where the Ministry is in receipt of evidence that one or more of the events set out in this section 3.2 has occurred, the Ministry shall remove that person from enrolment to the RNPGA Physician and give notice of such action to the RNPGA Physician.

Where a RNPGA Physician is aware that one or more of the events set out in this section 3.2 has occurred, that RNPGA Physician shall immediately remove that person from his or her enrolment and give immediate notice of such action to the Ministry.

- 3.3 **Professional Rights and Obligations.** Nothing in this Article precludes a RNPGA Physician from terminating his or her relationship with any patient in accordance with applicable guidelines issued by the College of Physicians and Surgeons of Ontario.

4 .0 Enrolment Verification

- 4.1 **Enrolment Verification - Ministry.** The Ministry may, at any time, at its 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 RNPGA Physician's list of Enrolled Patients and shall give notice of the removal to the RNPGA Physician. Where, after reasonable efforts, the Ministry cannot verify that a person remains an Enrolled Patient, the Ministry may give notice to the RNPGA Physician. If the RNPGA Physician 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 RNPGA 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 RNPGA Physician.
- 4.2 **Enrolment Audit Process.** The Ministry may conduct annual audits on the enrolment status of each RNPGA Physician's roster of Enrolled Patients. In order to minimize the work of Group in connection with this audit process, the Ministry will undertake the initial roster verification for each RNPGA 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 RNPGA Physician's list of enrolled Patients and shall give notice of such removal to the RNPGA Physician. Where, after reasonable efforts, the Ministry cannot verify that a person remains an Enrolled Patient, the Ministry may give notice to the RNPGA Physician. If the RNPGA Physician 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 RNPGA 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 RNPGA Physician.

SCHEDULE "G"

PAYMENT SCHEDULE

1 .0 GENERAL

- 1.1 **Transition.** If prior to the effective date of a RNPGA Physician's participation in this Agreement such physician was eligible under another Patient Enrolment Model Agreement to receive any premium, bonus or incentive set out in Schedule "G" or Schedule "H", the calculation of such premium, bonus or incentive payment under this Agreement shall continue without any change in computation regardless of the effective date, as if the transition from the previous Patient Enrolment Model Agreement to this Agreement had not occurred, provided that the terms of the applicable premium, bonus or incentive are the same under both agreements.
- 1.2 **Interpretation.** If the Group has elected the Group Enrolment option, the Enrolled Patients for whom the RNPGA Physician is the Designated RNPGA Physician constitute that Physician's roster for payment purposes under Schedule "G" or Schedule "H".
- 1.3 **Locum Physicians - Eligibility.** In addition to any funding that a Locum Physician may be approved to receive from the HFO Locum Program, the Group is eligible to receive, in respect of a Locum Physician, the following payments from the Ministry under this Agreement:
- (a) Shadow Billing incentives payments, in accordance with section 2.2 of Schedule "G";
 - (b) After Hours Add-on Premium, in accordance with section 5 of Schedule "H"; and
 - (c) Permissible Fee-For-Service and Other Payments, as set out in sections 4.1 and 5.1 of Schedule "G".
- 1.4 **Locum Physicians - Contribution.** A Locum Physician shall be permitted to contribute to the fulfillment of the premiums, bonuses and incentives listed in Schedule "H" on behalf of a RNPGA Physician for whom he or she is providing services, provided that:
- (a) a Locum Physician is not personally eligible for the premium, bonus or incentive; and
 - (b) a Locum Physician can only contribute to the applicable premium, bonus or incentive in respect of Enrolled Patients.
- 1.5 **Retroactive Funding Adjustments.** Adjustments to Funding may be effective with reference to a period before notice of the Funding adjustment is made to the RNPGA Physician, if the notice so provides.

2 .0 FUNDING ELEMENTS

2.1 **Base Rate Payments.** The Ministry shall make the following payments to the Group in consideration of a RNPGA Physician providing RNPGA Services during regular office hours:

- (a) \$238,998.76 per physician/per Fiscal Year for the provision of RNPGA Services ("**Base Rate Payment**")

2.1.1 **Overhead Funding.** Group 2 RNPGA Physicians shall be eligible for up to a maximum of forty-four percent (44%) of the Base Rate Payment for overhead expenses incurred in connection with the provision of RNPGA Services ("**Overhead Funding**"). To qualify for this payment, Group 2 RNPGA Physicians shall submit a budget for overhead expenses to the Ministry and the Ministry shall determine the amount of Overhead Funding the RNPGA Physicians are eligible to receive under this Agreement.

2.2 **Shadow Billing.** The Ministry shall pay to the Group an incentive payment of five percent (5%) of the value of Schedule of Benefit fee codes submitted by a RNPGA Physicians or a Locum Physician for RNPGA Services provided in accordance with this Agreement and submitted in accordance with the *Health Insurance Act*.

For further certainty, only RNPGA Services qualify for the five percent (5%) incentive payment.

2.3 **Payment for Specialized Services.** Subject to sections 2.3.1 and 2.3.2, the Ministry shall make the following payments to the Group per Fiscal Year for each qualifying RNPGA Physician who provides the services listed below (the "**Specialized Services**"):

- (a) Obstetrical delivery services \$11,542.44
- (b) Minor surgical services \$5,771.22 (Group 1 RNPGA Physicians only)
- (c) Assistance in surgery \$2,885.67 (Group 1 RNPGA Physicians only)
- (d) Anesthesia services \$5,771.22 (Group 1 RNPGA Physicians only)
- (e) Complex Surgery \$18,467.86 (Group 1 RNPGA Physicians only)

2.3.1 **Specialized Services After-Hours.** With the exception of obstetrical delivery services, which may be billed to the Plan at any time, where a RNPGA Physician provides the Specialized Services listed in Appendix 1 to Schedule "G" during the night or weekend (as those terms are defined for purposes of the emergency program), or on a Recognized Holiday, such Physician may bill the Plan for such Specialized Services and the RNPGA Physician shall maintain a record of the Specialized Services performed and the date and time on which they were performed to provide to the Ministry in the event of a Ministry request or Ministry audit.

2.3.2 **Notice of Discontinued Service.** Where a RNPGA Physician who provides any Specialized Service discontinues providing that service, the Group shall advise the Ministry within thirty (30) days of the date of discontinuance of service, indicating the name of the RNPGA Physician and date of discontinuance of such service, and the

Ministry shall be entitled to stop paying remuneration in respect of that service on the date of the discontinuance of the service.

- 2.4 **Flowthrough Adjustments.** The value of the Base Rate Payment 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 these values 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 RNPGE Physicians.
- 2.5 **Targeted Medical Education.** Each RNPGE Physician is eligible for an incentive in the amount of one hundred dollars (\$100) per hour payable annually to the Group on behalf of a qualifying physician for each hour that he or she spends at a continuing education conference or seminar subject to the following conditions ("**TME Entitlement**"):
- (a) the conference/seminar must have been approved by a joint committee of the OMA, the Ministry, the Institute of Clinical Evaluative Sciences and the Ontario College of Family Physicians;
 - (b) subject to section 2.5.2, a maximum of 24 hours per Fiscal Year may be claimed by each RNPGE Physician on a pro-rata monthly basis allocated as two hours per month; and
 - (c) the RNPGE Physician must retain proof of attendance at the conference/seminar.
- 2.5.1 **Limit for TME.** In the event a qualifying RNPGE Physician is party to, or contracted to provide services under, a Patient Enrolment Model Agreement, the maximum annual hours of TME a RNPGE Physician may claim under this Agreement shall be determined by taking the maximum annual hours he or she is eligible to claim for a Targeted Medical Education Service Enhancement under his or her Patient Enrolment Model Agreement and subtracting that value from twenty-four (24). Under no circumstances shall a RNPGE Physician's collective entitlement to TME under this Agreement and his or her Patient Enrolment Model Agreement exceed twenty-four (24) hours per Fiscal Year. For further certainty, all other payment conditions shall continue to apply.
- 2.6 **GMLP.** Any Group comprising of more than one (1) RNPGE Physician shall be eligible for a group management and leadership payment ("GMLP") in consideration of the administrative services provided in connection with this Agreement. The GMLP shall be one dollar (\$1.00) per Fiscal Year per Enrolled Patient to a maximum payment to the Group in any Fiscal Year of twenty-five thousand dollars (\$25,000.00).
- 2.7 **Rurality Modifier.** Each RNPGE Physician shall receive an annual payment of \$2,500.00 as a benefit for practicing medicine in a rural and northern community.
- 2.8 **Emergency Services Funding.** The Ministry shall make the following payments to the Group, on behalf of the RNPGE Physicians, in consideration of their providing emergency services as follows:
- (a) If the Community has a hospital with an emergency department: the amount of \$528,164.00 per Fiscal Year to provide physician coverage at that emergency department in accordance with the agreement between the hospital and RNPGE Physician; or

- (b) If the Community does not have a hospital with an emergency department, the amount of \$34,627.00 per Fiscal Year per RNPGA Physician for the provision of Emergency Coverage as set out in sections 7.3 and 7.4 in the main body of the Agreement.

2.9 **Emergency Services Premiums.** In addition to the shadow billing incentive payment set out in section 2.2 of Schedule "G", a RNPGA Physician and a Locum Physician are each eligible for the following premiums for providing emergency services, subject to his/her meeting the conditions set out below.

- (a) **Global Funding Premium.** The Ministry shall pay 20% of the value of the Schedule of Benefits fee code submitted by a RNPGA Physician or Locum Physician to the Ministry in accordance with the *Health Insurance Act* provided that the claim is with respect to a service provided in the emergency department of a public hospital.
- (b) **Holiday Services Premium.** The Ministry shall pay 25% of the value of the Schedule of Benefits fee code submitted by a RNPGA Physician or Locum Physician to the Ministry in accordance with the *Health Insurance Act* provided that the claim is with respect to a service provided:
 - (i) in the emergency department of a public hospital; and
 - (ii) on the following days in each Fiscal Year:
 - (i) New Year's Day;
 - (ii) the Saturday and Sunday prior to Family Day and Family Day;
 - (ii) Good Friday, the Saturday prior to Easter Sunday and Easter Sunday;
 - (iii) the Saturday and Sunday prior to Victoria Day and Victoria Day;
 - (iv) July 1, and two days proximate to July 1, as determined by the Ministry;
 - (v) the Saturday and Sunday prior to the first Monday in August and the first Monday in August;
 - (vi) the Saturday and Sunday prior to Labour Day and Labour Day;
 - (vii) the Saturday and Sunday prior to Thanksgiving Day and Thanksgiving Day; and,
 - (viii) December 24, 25, 26, 27, 28, 29, 30 and 31.
- (c) **Seasonal Coverage Premium.** The Ministry shall pay 25% of the value of the Schedule of Benefit fee code submitted by a RNPGA Physician or Locum Physician to the Ministry in accordance with the *Health Insurance Act* provided that the claim is with respect to a service provided:
 - (i) in the emergency department of a public hospital; and
 - (ii) during the month of July or August.

Despite the foregoing, in the event that the claim submitted by the RNPGA Physician qualifies for both the Holiday Services Premium and Seasonal Coverage Premium described above, only the Holiday Services Premium shall be payable by the Ministry up

to a maximum of 50% of the fee code submitted by the RNPGA Physician or Locum Physician.

3 .0 PROHIBITED CLAIMS AND PAYMENTS

- 3.1 The Group, each RNPGA Physician and each Locum Physician shall not directly or indirectly claim or accept payment from the Plan or any person, or authorize or permit any person to claim or accept payment on behalf of the Group, a RNPGA Physician, or a Locum Physician from the Plan or any person, for any RNPGA Services unless otherwise specifically permitted under this Agreement.
- 3.2 Where the Group, a RNPGA Physician or a Locum Physician breaches any of the claim or payment restrictions set out in sections 3.1, the Group shall be indebted to the Ministry in an amount equal to the amount paid to the Group, a RNPGA Physician or a Locum Physician by the Plan or any other person and each RNPGA Physician shall be liable in equal share for such debt.

4 .0 PERMISSIBLE FEE-FOR-SERVICE - LOCUM PHYSICIANS

- 4.1 **FFS for Locum Physicians.** Notwithstanding section 3.1 of Schedule "G", a Locum Physician may bill the Plan for RNPGA Services provided during Evening and Weekend Hours to persons residing in the Community in the following circumstances:
 - (a) If the RNPGA Services are provided in an emergency, if the Community has no hospital emergency department; or
 - (b) If the RNPGA Services are provide to a hospital in-patient, if the Community has a hospital emergency department.

In order to be eligible for payment, a Locum Physician must submit his/her claims to the Plan in accordance with the *Health Insurance Act*.

5 .0 OTHER PERMISSIBLE FEE-FOR-SERVICE AND ADDITIONAL PAYMENTS - RNPGA PHYSICIANS AND LOCUM PHYSICIANS

- 5.1 **No Prohibition.** Nothing in this Agreement prohibits a RNPGA Physician or a Locum Physician from billing or accepting payment for:
 - (a) uninsured services, including but not limited to services provided to a person entitled to such services under the *Workers' Compensation Act*, Revised Statutes of Ontario 1990, chapter W.11;
 - (b) services provided to out-of-province patients;
 - (c) services billed to the Plan and recovered, in whole or in part, from a ministry of the government other than the Ministry of Health and Long-Term Care, under the following fee codes set out in the Schedule of Benefits: K018, K021, K050, K051, K052, K053, K054, K055, K056, K061, K065, K066, K070, K071 and K072;

- (d) services billed to the Plan under the following fee codes set out in the Schedule of Benefits: E079, K031, K035, K036, K038, K039, K070, K071, K072, K101, K102, K111, K112, K624, K629, G319, Q040, and Z555;
- (e) emergency services provided outside the Community if the RNPGA Physician is not scheduled to provide services in accordance with this Agreement; or
- (f) any other compensated services that the Ministry has agreed to in writing.

5.2 HOCC. Nothing in this Agreement prohibits a RNPGA Physician from applying for funding to the Physician Services Hospital On-Call Coverage Committee.

6 .0 SECOND ON-CALL PHYSICIAN

6.1 **Terms.** For the purposes of this section, the following words shall have the following meanings:

- (a) **“Emergency Department”** means any location in the hospital (e.g. emergency department, ambulatory care department or out-patient department) and includes any location or premise outside of the hospital which is operated by or on behalf of the hospital where an Insured Person has been triaged and registered in the Emergency Department for the provision of Emergency Services.
- (b) **“Emergency Services”** means all Insured Services provided to an Insured Person who presents or is presented to the hospital and is triaged and registered in the Emergency Department regardless of the location where such Insured Person is assessed.
- (c) **“Second On-Call Physician Declaration and Consent”** means the second on-call physician declaration and consent in the form set out in Appendix 2 to Schedule “G” of this Agreement.
- (d) **“Second On-Call Physician”** means a Physician who:
 - (i) is on the medical staff of the hospital;
 - (ii) is called in to provide Emergency Services on a fee-for-service basis in accordance with the Protocols and this Agreement;
 - (iii) has signed the Second On-Call Physician Declaration and Consent; and
 - (iv) is not being paid under this Agreement at the time of rendering Emergency Services.

6.2 **Protocols.** The RNPGA Physicians and hospital shall develop protocols (the **“Protocols”**) regarding the situations under which a Physician may be called in as a Second On-Call Physician. These situations may include where, in extraordinary or catastrophic circumstances, the RNPGA Physician requires the assistance of a Second On-Call Physician due to high volume of patients or the serious nature of illness or injury of one or more patients.

The Group shall provide the Protocols to the Ministry within thirty (30) days of the execution of this Agreement, if requested by the Ministry, or at any other time during the Term of this Agreement, if requested by the Ministry.

- 6.3 **Second On-Call Physician Declaration and Consent.** Each Second On-Call Physician shall sign a Second On-Call Physician Declaration and Consent prior to providing Emergency Services. The RNPGA Physician shall provide the completed and signed Second On-Call Physician Declaration within thirty (30) days of the Second On-Call Physician providing Emergency Services.
- 6.4 **FFS Billing Limits.** Second On-Call Physicians shall not bill the Plan, in total, more than the amounts set out below per Fiscal Year based on the volume of Emergency Services at the hospital in the Fiscal Year ("**Second On-Call Maximum**").

Second On-Call Maximum	Level Volume
\$ 5,750.00	less than 3,500
\$ 8,625.00	between 3,501 and 5,000
\$11,500.00	between 5,001 and 7,500
\$17,250.00	between 7,501 and 12,500
\$ 23,000.00	between 12,501 and 17,500
\$30,000.00	between 17,501 and 20,000
\$ 45,000.00	between 20,001 and 22,500
\$ 60,000.00	between 22,501 and 25,000
\$ 80,000.00	between 25,001 and 30,000

If the total amount of the Second On-Call Maximum is exceeded, then the amount of the excess shall be deducted by the Ministry from one or more of the monthly payments to be made to the RNPGA Physicians.

APPENDIX 1 TO SCHEDULE "G"
SPECIALIZED SERVICES ELIGIBLE FOR BILLING FFS AFTER-HOURS

AFTER HOURS PROCEDURE PREMIUMS

- E409 - Evenings (17 :00h - 24 :00h) Monday to Friday or daytime and evenings on Saturdays, Sundays, Holidays - increase the procedural fee(s) by 50%
- E410 - Nights (00 :00h - 07 :00h) - increase procedural fee(s) by 75%

Sole delivery premium - payable in addition to labour and delivery fees P006A, P009A, E414, P018A, P020A, P038A or P041A if sole delivery in calendar day, to maximum of 25 sole delivery premiums per physician per fiscal year.

OBSTETRICAL DELIVERY SERVICES (all suffix "A") - can be billed to the Plan at any time

Obstetrics - Labour - Delivery

- P006 - Vaginal delivery
- P009 - Attendance at labour or delivery
- P010 - Attendance of obstetric consultant(s) at delivery
Note : Amount payable for attendance of a physician other than an obstetric consultant at only delivery is nil.
- P018 - Ceasarean section - procedure only
- P020 - Operative, delivery, i.e. mid-cavity extraction or assisted breech delivery
- E502 - Vaginal birth after caesarean section (VBAC) whether successful or unsuccessful
- E411 - Sole delivery premium
- E414 - High risk obstetrical premium
- P023 - Oxytocin infusion for induction or augmentation of labour
- P046 Repair of fourth degree tear or episiotomy extension, must include repair of rectal mucosa, perianal sphincter and perineum
- P029 - Manual removal of retained placenta
- P030 - Cervical ripening using topical, oral or mechanical agents, maximum once per pregnancy. Payable in conjunction with P023

Repair of laceration

- P036 - Vaginal
- P039 - Cervical

Attendance at labour

- P038 - when patient transferred to another centre for delivery
- P041 - Caesarean section including tubal interruption
- P042 - Caesarean section including hysterectomy
- E500 - for the third and each subsequent delivery, subject to the payment rules set out below, for each additional delivery, to P006, P018, P020, P041 or P042
- C989 - Special visit for first obstetrical delivery with sacrifice of office hours

Conization

- Z766 - Loop Electrosurgical Excision Procedure (LEEP)
- Z774 - Eligible for payment in addition to P001 if uterine curettage is required for postpartum hemorrhage due to retained products
- Z775 - Pharmacological management of P.I.H. and toxemia by I.V. therapy to be billed once per patient, per pregnancy

MINOR SURGICAL SERVICES (all suffix "A") - can be billed after-hours, as described in section 2.3.1 of Schedule "G"

G420 - Ear syringing and/or extensive curetting or debridement

Skin and Subcutaneous Tissue - Incision - Abscess or haematoma - Local anaesthetic

Z101 -one

Z173 -two

Z174 -three or more

Z103 - Palmar or plantar spaces

Z104 -Perianal

Z106 - Ischiorectal or pilonida

Z114 - Foreign body removal local anaesthetic

Z118 - Aspiration of superficial lump for cytology

Z116 - Biopsy(ies) any method, when sutures are used

Z113 - any method when sutures are not used

INTEGUMENTARY SYSTEM SURGICAL PROCEDURES

Skin and subcutaneous tissue - Lesions - Single or Multiple Sites

Group 1-e.g. Verruca, Keratosis, Pyogenic Granuloma

Z156 - Removal by excision and suture -single lesion

Z157 - two lesions
Z158 - three or more lesions

Z159 - Removal by electrocoagulation and/or curetting - single lesion

Z160 -two lesions

Z161 - three or more lesions

Group 2 - nevus

Z162 - Removal by excision and suture - single lesion

Z163 -two lesions

Z164 - three or more lesions

Group 4 - Cyst, Hemangioma, Lipoma - face or neck

Z122 - local anesthetic - single lesion

Z123 -two lesions

Z124 - three or more lesions

Other areas

Z125 - local anesthetic - single lesion

Z126 -two lesions

Z127 - three or more lesions

Group 5 0 other lesions

Z096 Lipoma - 5 to 10 cm

Malignant Lesions including biopsy of each lesion - single or multiple sites
Face or neck - Simple excision

R048 - single lesion
R049 - two lesions
R050 - three or more lesions

Other areas - Simple excision

R094 - single lesion
R040 - two lesions
R041 - three or more lesions

Face or neck - Curettage, electrodesiccation or cryosurgery

R018 - single lesion
R019 - two lesions
R020 - three or more lesions

Other areas - Curettage, electrodesiccation or cryosurgery

R031 - single lesion
R032 - two lesions
R033 - three or more lesions

RESPIRATORY SURGICAL PROCEDURES

Treatment of Epistaxis (Nasal Haemorrhage)

Z314 - Cauterization (IOP) - unilateral
Z315 - Anterior packing - unilateral
Z316 - Posterior packing - unilateral or bilateral

Diagnostic and Therapeutic Procedures - Injections or Infusions

G370 - Infection of bursa, or injection and/or aspiration of joint,
Ganglion or tendon sheath
G371 - Each additional bursa, joint, ganglion or tendon sheath, to
A maximum of 5

OPERATION ON THE MUSCULOSKELETAL SYSTEM

Reduction - Fractures

F004 - Phalanx - no reduction, rigid immobilization
F005 - closed reduction
E558 - each additional
F006 - Intra-articular - closed
F008 - Metacarpal - no reduction, one or more, rigid immobilization
F009 - closed reduction
E504 - each additional
F012 - Bennett's no reduction, rigid immobilization
F013 - closed reduction
F102 - Carpus no reduction, rigid immobilization
F016 - closed reduction, one or more
F017 - open reduction, one or more
F018 - Scaphoid no reduction, rigid immobilization

Reductions - Dislocations

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

Casts

- Z200 - Application of Unna's paste
- Z201 - Finger
- Z202 - Hand
- Z203 - Arm, forearm or wrist
- Z204 - Removal of plaster (not associates with fractures or dislocations within 2 weeks of initial treatment)
- Z211 - Whole leg (mid thigh to toes)
- Z213 - Below knee, knee splints (Stove pipe, etc.)

Skin and Subcutaneous Tissue - Suture of lacerations

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

Finger or toe-nail

- Z110 - Extensive debridement of onychogryphotic nail involving removal of multiple laminae

Simple, partial or complete, nail plate excision requiring anaesthesia

- Z128 - one
- Z129 - multiple
- Z130 - Radical, including destruction of nail bed - one
- Z131 - multiple

Chemical and/or cryotherapy treatment of minor skin lesions, including paring of lesions prior to chemical and or cryotherapy treatment

- Z117 - one or more lesions, per treatment

OPERATIONS OF THE BREAST

- Z141 - Needle biopsy - one or more
- Z139 - Aspiration of cyst - one or more

ENDOSCOPIES (IOP)

- Z515 - Oesophagoscopy, with or without biopsy(ies)

STOMACH - ENDOSCOPIES (IOP)

Z527 - Gastroscopy - may include biopsies, photography and removal of polyps less than or equal to 1cm

Z547 - with removal of foreign body

Z528 - subsequent (within three months following previous gastroscopy)

Intestines (except rectum) - Endoscopy (IOP)

Z580 - Endoscopy (using 60 cm. flexible endoscope) to cecum

Colonoscopy

Z555 - of sigmoid to descending colon

E740 - to splenic flexure

E741 - to hepatic flexure

Z747 - to cecum

E705 - into terminal ileum

Endoscopic Sigmoidoscopy (with rigid scope) with or without anoscopy

Z535 - not to be billed with Z555 or Z580

Z536 - with biopsy(ies)

Abscess of vulva, Bartholin or Skene's gland - incision and drainage

Z714 - local anaesthetic

Condylomata - single or multiple - Chemical and/or cryosurgery

Z733 - one or more Surgical excision or electrodesiccation or CO2 laser

Z736 - local anaesthetic

CORNEA - INCISION**Removal embedded foreign body - local anaesthetic**

Z847 - one foreign body

Z848 - two foreign bodies

Z845 - three or more foreign bodies (see General Preamble GP12)

Eyelids - Incision - Drainage of abscess

Z854 - local anaesthetic

Excision - Chalazion - Single or multiple

Z874 - local anesthetic

EXTERNAL EAR - ENDOSCOPY**Endoscopy - Removal of foreign body**

Z915 -Single

External Ear - Local excision, polyp

Z904 - office

GYNECOLOGY

G378 - Insertion of intrauterine contraceptive device

CONSULTATION AND VISITS

Z770 - Extended comprehensive geriatric consultation

ASSISTANCE IN SURGERY - can be billed after-hours, as described in section 2.3.1 of Schedule "G"

Schedule of Benefits fee codes with prefix "D", "E", "F", "G", "M", "N", "P", "R", "S" and "Z" and fee codes C998 (Special visit premium to assist at non-elective surgery with sacrifice of office hours - first patient seen) and C999 Nights (00:00h - 07:00h), first patient seen (suffix "B" only)

ANAESTHESIA SERVICES - can be billed after-hours, as described in section 2.3.1 of Schedule "G"

Schedule of Benefits fee codes with prefix "D", "E", "F", "G", "M", "N", "P", "R", "S" and "Z" and fee codes C998 (Special visit premium to assist at non-elective surgery with sacrifice of office hours - first patient seen), C999 (Nights (00:00h - 07:00h, first patient seen) and G224A (post-operative pain control, suffix "C" only)

APPENDIX 2 TO SCHEDULE "G"
SECOND ON-CALL PHYSICIAN DECLARATION AND CONSENT

**TO: HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, AS REPRESENTED
BY THE MINISTER OF HEALTH AND LONG-TERM CARE (the "Minister")**

**AND TO: THE [INSERT NAME] RURAL AND NORTHERN PHYSICIAN GROUP (the
"Group")**

IN CONSIDERATION of the Minister and the Group entering into the Rural and Northern Physician Group Agreement, dated as of September 1, 2011, (the "**Agreement**"), under which the Minister shall pay certain amounts to the Group and the Group shall engage me to provide, and/or provide payment to me for, the services required of Second On-Call Physicians under the Agreement, I, Dr. S. GORRUS, hereby declare and agree as follows:

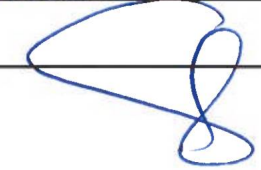
1. If I submit, or any person on my behalf submits, claims to the Plan as a Second On-Call Physician, such claims shall be submitted using the group billing number provided by the Minister to the Group for that purpose and shall not be submitted using any other group billing number.
2. Under the Agreement, Second On-Call Physicians shall not bill, in total, more than \$ 17,250.00 (insert amount - BASED ON TABLE IN SECTION 6.4, SCHEDULE G) per annum during the term of the Agreement in respect of Emergency Services. If the total amount of \$ 17,250.00 (insert amount - BASED ON TABLE IN SECTION 6.4, SCHEDULE G) per annum is exceeded, then the amount of the excess shall be deducted by the Minister from one or more of the monthly payments to be made to the Group.
3. In the event that the Minister deducts or sets-off any money due and payable to the Group because of a debt owed by me to the Minister, the Group may seek reimbursement from me for the amounts that have been deducted or set-off, and I hereby consent to the disclosure of my name and the amount and nature of such debt to the Lead Physician of the Group.
4. While the Agreement is in effect and I continue to be a Second On-Call Physician, I will cooperate fully with the Group in keeping records, in a form determined by the Group, of all my Fee-For-Service billings for Emergency Services provided under the Agreement.
5. In order to properly monitor and administer the Agreement, I hereby authorize the Minister to disclose to the Lead Physician of the Group, the following data in Ministry records relating to the amount paid by the Plan for services rendered by me as a Second On-Call Physician, from the date that I started to provide Emergency Services as a Second On-Call Physician until the date that I cease to provide Emergency Services as a Second On-Call Physician:
 - (a) My Name
 - (b) My Solo Billing Number
 - (c) Date of Service
 - (d) Fee Code for Service
 - (e) Amount paid by the Plan for the Service

6. If I wish to permanently cease practicing as a Second On-Call Physician I shall provide the Minister and Group with at least two (2) months advance notice in writing.
7. All words used in this Declaration and Consent shall be deemed to have the same meaning that they have in the Agreement.
8. This Declaration and Consent survives the termination or expiry of the Agreement solely for the purpose of resolving any issues relating to the Agreement which are discovered after the termination or expiry of the Agreement.

College No.: 68394

Physician Billing No.: 010062

Effective Date: MAR 25 (1'S)

Signature of Physician: 

Group #: B061

Ceasing to be a Second On-Call Physician:

Effective: the above Physician will no longer be participating as a Second On-Call Physician under the Agreement.

SCHEDULE "H"

PREMIUMS AND BONUSES

1 .0 Eligibility

- 1.1 **RNPGA Physicians.** The RNPGA Physicians shall be eligible for the premiums and bonuses as set out in Schedule "H", in addition to the payments set out in Schedule "G".

2 .0 Comprehensive Care Capitation Payments

A RNPGA Physician shall be eligible for the following average monthly capitation rates for each Enrolled Patient on his or her roster:

- (a) An average monthly capitation rate of \$1.72 per Enrolled Patient; and
- (b) Twelve (12) months thereafter the average monthly capitation rate will increase to \$2.48 per Enrolled Patient.

For further certainty, payments under subsection (b) shall apply immediately to a RNPGA Physician who has completed the full twelve (12) months while a signatory to another Patient Enrolment Model Agreement.

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

3 .0 Seniors Care Premium

A RNPGA Physician shall receive a complex care premium of 15% on the Comprehensive Care Capitation Payments (as set out in section 2 of this Schedule) for his or her Enrolled Patients 65 years of age and older. This complex care premium shall be included in the Comprehensive Care Capitation Payment (set out in section 2.0 above)

4 .0 Special Payments

A RNPGA Physician is eligible to qualify for each of the special payments described below in any Fiscal Year. The provision of any services listed in sections 4.3, 4.4, and 4.5 by a nurse practitioner will count towards the RNPGA Physician's fulfillment of the obligations to qualify for each of these Special Payments provided that the nurse practitioner submits valid claims for these services on behalf of the RNPGA Physician in accordance with the provisions of this Schedule H. The Lead Physician shall submit to the Ministry the Ministry prescribed authorization documents prior to the nurse practitioner providing any services under this section

4.1 Special Payment For Hospital Services

A RNPGA Physician who provides services at a location with an OMA Ruralty Index of Ontario ("**OMA RIO**") score of less than 40 is entitled to the following special payment for hospital services:

- (a) a payment of \$5,000 after submitting valid claims for services totaling \$2,000.00 in any Fiscal Year from the list of services set out in Appendix 2 to Schedule "H".

A RNPGA Physician who: provides services at a location with an OMA RIO score of 40 or greater is entitled to the following special payment(s) for hospital services:

- (a) a payment of \$7,500 after submitting valid claims for services totaling \$2000 in any Fiscal Year from the list of services set out in Appendix 2 to Schedule "H"; and
- (b) an additional payment of \$5,000 (for a total of \$12,500) after submitting valid claims for services totaling \$6,000 in the same Fiscal Year from the list of services set out in Appendix 2 to Schedule "H"

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

4.2 Special Payment For Office Procedures

A RNPGA Physician shall receive an additional \$2,000.00 after submitting valid claims for services to Enrolled Patients totaling \$1,200.00 or more in any Fiscal Year from the list of services set out in Appendix 3 to Schedule "H".

4.3 Special Payment For Prenatal Care

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

5 .0 After Hours Add-on Premium

The Ministry shall pay a 30% premium on the full value of fee codes A001, A003, A004, A007, A008, A888, K005, K013, K017, K030 and Q050 for valid claims for RNPGA Services provided by a RNPGA Physician or Locum Physician during Evening and Weekend Hours or on Recognized Holidays to Enrolled Patients on the roster of any of the RNPGA Physicians.

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

6 .0 New Patient and Unattached Patient Fees

For any individual patient, a RNPGA Physician may claim only one of the following eight incentive payments for enrolling a new patient or an unattached patient.

The New Patient Declaration Form and the Enrolment Form require the RNPGA Physician to agree to provide ongoing comprehensive primary health care to the Enrolled Patient. Please note that the Ministry will undertake periodic reviews of claims for new patients and may request access to the New Patient Declaration Forms or Enrolment Forms, or contact the RNPGA Physician or the patient to verify the accuracy of the claims.

6.1 New Patient Fee (Q013A)

The Ministry shall pay a RNPGA Physician the amount applicable based on the patient's age, as set out in the table below, for each new patient that is enrolled up to a maximum of 60 patients per Fiscal Year.

Payment Amount	Enrolled Patient
\$100.00	All Enrolled Patients 64 years of age and younger
\$120.00	65 - 74 years of age
\$180.00	75 and older

Despite the foregoing, enrolling a registrant from the Ministry's Health Care Connect program will not count towards the maximum number of patients for which the RNPGA Physician can claim this New Patient Fee.

Note: In order for this fee to be paid, the RNPGA physician must, in addition to formally enrolling the patient using the Enrolment Form, complete with the patient the "New Patient Declaration Form" agreed to by the Ministry and the OMA.

6.2 New Graduate-New Patient Fee (Q033A)

The Ministry shall pay a RNPGA Physician who qualifies as a New Graduate the amount applicable based on the patient's age, as set out in the table below, for each new patient that he/she enrolls up to a maximum of 300 patients during his/her first year of providing comprehensive primary health care services pursuant to a Patient Enrolment Model Agreement.

Payment Amount	Enrolled Patient
\$100.00	All Enrolled Patients 64 years of age and younger
\$120.00	65 - 74 years of age
\$180.00	75 and older

For the purposes of this Agreement, a "New Graduate" is a Physician, including an International Medical Graduate, who holds a valid certificate of registration from the College of Physicians and Surgeons of Ontario and graduated no more than three (3) years prior to the date that he/she signs a Patient Enrolment Model Agreement.

Despite the foregoing, enrolling a registrant from the Ministry's Health Care Connect program will not count towards the maximum number of patients for which the RNPGA Physician can claim this New Graduate-New Patient Fee.

Note: In order for this fee to be paid, the RNPGA Physician must, in addition to formally enrolling the patient using the Enrolment Form, complete with the patient the "New Patient Declaration Form" agreed to by the Ministry and the OMA.

6.3 Hospital Unattached Patient Fee (for hospital discharge patients) (Q023A)

The Ministry shall pay a RNPGA Physician \$150.00 for each enrolment of an acute care patient previously without a family physician, following the patient's discharge from an in-patient hospital stay. The payment of this incentive is subject to the RNPGA Physician enrolling the patient within three months of the patient's hospital discharge and the RNPGA Physician accepting responsibility for providing RNPGA Services to the patient.

Note: In order for this fee to be paid, the RNPGA Physician must, in addition to formally enrolling the patient using the Enrolment Form, complete with the patient the "Unattached Patient Declaration Form" agreed to by the Ministry and the OMA.

6.4 FOBT Positive/Colorectal Cancer Increased Risk New Patient Fee (Q043A)

The Ministry shall pay a RNPGA Physician the amount applicable based on the patient's age, as set out in the table below, for each new patient that is enrolled by the RNPGA Physician who meets all of the following conditions:

- (i) receives a positive result on his her Fecal Occult Blood Test or is at risk of developing colorectal cancer,
- (ii) has been referred by the ColonCancerCheck Program; and,
- (iii) does not have a family physician at the time the RNPGA Physician accepts the new patient from the ColonCancerCheck Program.

Payment Amount	Enrolled Patient
\$150.00	All Enrolled Patients 64 years of age and younger
\$170.00	65 - 74 years of age
\$230.00	75 and older

Note: In order for this fee to be paid, the RNPGA Physician must, in addition to formally enrolling the patient using the Enrolment Form, complete with the patient the "New Patient Declaration Form" agreed to by the Ministry and the OMA. In order to be eligible for this new patient fee, the RNPGA Physician must write the words "ColonCancerCheck" on the New Patient Declaration Form.

6.5 Unattached Complex/Vulnerable Patient Fee (Q053A) (Health Care Connect #1)

The Ministry shall pay an incentive in the amount of \$350.00 to a RNPGA Physician who enrolls a registrant from the Ministry's Health Care Connect program, provided that all of the following conditions are met:

- (a) The patient is referred to the RNPGA Physician through the Ministry's Health Care Connect program (the "**HCC Program**");

- (b) The patient meets the criteria of Complex/Vulnerable as determined by the HCC Program;
- (c) The patient is not enrolled to any family physician at the time he or she is referred to the RNPGA Physician by the HCC Program; and
- (d) The patient is enrolled by the RNPGA Physician using the Enrolment Form within 3 months of being referred by the HCC Program to the RNPGA Physician.

Note: In order for this fee to be paid, the RNPGA Physician must, in addition to formally enrolling the patient using the Enrolment Form, complete with the patient the “New Patient Declaration Form” agreed to by the Ministry and the OMA.

6.6 **Upgrade Patient Status (Q056A) (Health Care Connect #2)**

The Ministry shall pay an incentive in the amount of \$850.00 to a RNPGA Physician who enrolls a registrant from the Ministry’s HCC Program, provided that all of the following conditions are met:

- (a) the patient is referred to the RNPGA Physician through the HCC Program;
- (b) the RNPGA Physician, in his/her clinical opinion, is of the view that the patient is significantly a more complex or vulnerable patient to provide medical services to than the vast majority of patients typical to a family medicine practice;
- (c) the RNPGA Physician must maintain a record of the reasons why he/she concluded that the patient was significantly a more complex or vulnerable patient to provide medical services to than the vast majority of patients typical to a family medicine practice;
- (d) the patient is not identified as a Complex/Vulnerable by the HCC Program;
- (e) the patient is enrolled by the RNPGA Physician using the Enrolment Form within 3 months of being referred by the HCC Program to the RNPGA Physician; and
- (f) the RNPGA Physician submits the claim for this fee to the Ministry immediately following the completion of the Enrolment Form by the patient and RNPGA Physician.

Please note that the Ministry will undertake periodic reviews of claims for new patient fees and may request access to the documentation referred to in subsection (c) above and/or contact the RNPGA Physician to verify the accuracy of the claim.

Note: In order for this fee to be paid, the RNPGA physician must, in addition to formally enrolling the patient using the Enrolment Form, complete with the patient the “New Patient Declaration Form” agreed to by the Ministry and the OMA.

6.7 Greater than Three (3) Months (Q057A) (Health Care Connect #3)

The Ministry shall pay an incentive in the amount of \$200.00 to a RNPGA Physician who enrolls a registrant from the HCC Program, provided that all of the following conditions are met:

- (a) the patient is referred to the RNPGA Physician through the HCC Program;
- (b) the patient is registered with the HCC Program for a minimum of the ninety (90) days according to the HCC Program records;
- (c) the patient is not identified as a ComplexA/vulnerable by the HCC Program; and
- (d) the patient is enrolled by the RNPGA Physician using the Enrolment Form within 3 months of being referred by the HCC Program to the RNPGA Physician.

Note: In order for this fee to be paid, the RNPGA physician must, in addition to formally enrolling the patient using the Enrolment Form, complete with the patient the “New Patient Declaration Form” agreed to by the Ministry and the OMA.

6.8 Unattached Mother and Newborn Patient Fee (Q054A)

The Ministry shall pay an incentive in the amount of \$350.00 to a RNPGA Physician who enrolls both a mother who is within two (2) weeks of giving birth and, once born, her newborn baby, provided that all of the following conditions are met:

- (a) The mother and her newborn do not have a family physician at the time the RNPGA Physician accepts them as new patients;
- (b) Complete care for the newborn must be provided within 2 weeks of birth; and
- (c) The mother and newborn baby must be enrolled using the Enrolment Form within 3 months of becoming patients of the RNPGA Physician.

A RNPGA Physician is also eligible to receive the incentive described above if he or she enrolls a woman who is more than 30 weeks pregnant and:

- (i) the RNPGA Physician also enrolls, once born, that mother's newborn baby; and
- (ii) the conditions in subsections (a) to (c) above are all met.

In the case of multiple births, the Ministry will pay an additional fee of \$150 to the RNPGA Physician for the second and each additional baby born that follows, provided all of the conditions in subsections (a) to (c) are met. The shadow billing codes Q055A must accompany each submitted claim in order for this premium to be paid.

Note: In order for this fee to be paid, the RNPGA Physician must, in addition to formally enrolling the patient using the Enrolment Form, complete with the patient the “New Patient Declaration Form” agreed to by the Ministry and the OMA.

7 .0 Enhancement for Unattached Complex/Vulnerable Patient Fee and Unattached Mother and Newborn Patient Fee

A RNPGA Physician shall receive a one-time capitation payment of \$500.00 for services provided to each unattached patient accepted and enrolled by a RNPGA Physician pursuant to sections 6.5, 6.6, 6.7 and 6.8 of this Schedule "H". This capitation payment will be paid on a per eligible patient basis and over the first twelve (12) months of care, commencing on the date specified on the New Patient Declaration Form. At the end of these twelve (12) months, this payment will cease.

8 .0 Chronic Disease Management, Health Promotion Incentives

8.1 Heart Failure Management Incentive (Q050A)

A RNPGA Physician shall receive an annual fee of \$125 per Enrolled Patient on his/her roster, who has experienced an incidence of heart failure, for the RNPGA Physician providing, coordinating and documenting all required elements of care for heart failure patients.

In order to be eligible for this fee, the RNPGA Physician shall complete a flow sheet, to be maintained in the Enrolled Patient's medical record, which includes required elements of care for heart failure management consistent with the Canadian Cardiovascular Society Recommendations on Heart Failure 2006 and 2007.

A RNPGA Physician is eligible to submit a claim for this incentive on an annual basis for a heart failure Enrolled Patient once all the required elements of the patient's heart failure care are complete. This may be achieved after a minimum of two (2) patient visits.

8.2 Smoking Cessation Counseling Fee (Q042A)

A RNPGA Physician is eligible to receive a payment of \$7.50 per visit for a maximum of two (2) follow-up counseling sessions dedicated to smoking cessation with an Enrolled Patient who has committed to quit smoking, subject to the following conditions being met:

- (a) The RNPGA Physician has previously billed a valid Add-on Initial Smoking Cessation Fee pursuant to the Schedule of Benefits in respect of the Enrolled Patient; and
- (b) This incentive is billed in the 365 day period following the service date of a valid Add-on Initial Smoking Cessation Fee under the Schedule of Benefits.

9 .0 ColonCancerCheck Incentives

9.1 Fecal Occult Blood Test Distribution and Counseling Fee (Q150A)

Subject to the conditions set out below, a RNPGA Physician is eligible for an incentive payment of \$7.00 on a per patient basis for providing the Fecal Occult Blood Test

(FOBT) kit directly in person to a patient. To claim this incentive, all of the following conditions must be met:

- (a) The RNPGA Physician must have met with the patient to discuss and assess the patient's medical and family history to determine if the FOBT is appropriate for the patient;
- (b) The RNPGA Physician must educate the patient during an office visit on the correct use of the FOBT kit; and
- (c) The RNPGA Physician must submit a separate completed and signed laboratory requisition form for the FOBT using the prescribed Ministry form. No other tests can be ordered on this form.

Other Requirements:

- i. This incentive can be claimed in respect of patients who are 50 years of age or older and at average risk of developing colon cancer.
- ii. This incentive is limited to a maximum of one service per patient every 730 days.

10 .0 Service Enhancement Codes

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

10.1 Preventive Care Management Service Enhancement Codes

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

10.1.1 Pap smear: Q001A

The Service Enhancement Fee may be claimed biennially for each female Enrolled Patient, between 35 and 70 years of age and at risk of cervical cancer and who is not excluded from the target population (as set out in section 10.3.2 of this Appendix), who is contacted for the purpose of scheduling a Pap smear.

10.1.2 Mammogram: Q002A

The Service Enhancement Fee may be claimed biennially for each female Enrolled Patient, between 50 and 70 years of age and at risk of breast cancer and who is not excluded from the target population (as set out in section 10.3.3 of this Appendix), who is contacted for the purpose of scheduling a mammogram.

10.1.3 Influenza Vaccine for Enrolled Patients over 65: Q003A

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

10.1.4 Immunizations for Enrolled Members under Two Years: Q004A

The Service Enhancement Fee may be claimed once for each Enrolled Patient, between 18 months and 2 years of age, whose parent or guardian is contacted for the purpose of scheduling

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

10.1.5 Colorectal Screening: Q005A

The Service Enhancement Fee may be claimed biennially for each Enrolled Patient, between 50 and 74 years of age, at risk of colorectal cancer and who is not excluded from the target population (as set in section 10.3.5 of this Appendix), who is contacted for the purpose of scheduling a fecal occult blood test.

10.2 Conditions for claiming

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

10.2.1 The RNPGA Physician may only claim the Service Enhancement Fee once one of the following has occurred:

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

For the purposes of subsections (a), (b) and (c) above, the written notices and the telephone call must meet the following requirements:

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

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

(iv) Telephone Call

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

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

10.2.3 The Enrolled Patient who is contacted shall not already have had the test or procedure being recommended in the past two years, in the case of claims for codes Q001A, Q002A and Q005A; or one year, in the case of claims for code Q003A;

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

10.2.5 The Preventive Care Management Service Enhancement Fee shall cover all costs associated with performing the requirements necessary to make a claim for codes Q001A, Q002A, Q003A, Q004A and Q005A.

10.3 . Cumulative Preventive Care Management Service Enhancement Codes

The Group may claim the following Service Enhancement Codes on behalf of a RNPGA Physician who has administered a high cumulative level of preventive care to his or her roster of patients. The Group may make one claim per year for each RNPGA Physician under each of the following five headings per Fiscal Year:

10.3.1 Influenza Vaccine for Enrolled Patients over 65

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

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

10.3.2 Pap smear

This Service Enhancement Fee is payable to the Group and calculated annually on an individual RNPGA Physician basis based on the percentage of female Enrolled Patients rostered to the RNPGA Physician who are between 35 and 70 years of age, are not excluded from the target population (as set out below), and who have had a Pap smear in the previous 24 months as of March 31, 2004 or in the previous 30 months as of March 31, 2005 and every subsequent March 31 thereafter.

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

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

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

The applicable exclusionary code for pap smears is Q140.

10.3.3 Mammogram

This Service Enhancement Fee is payable to the Group and calculated annually on an individual RNPGA Physician basis based on the percentage of female Enrolled Patients rostered to the RNPGA Physician who are between 50 and 70 years of age, are not excluded from the target population (as set out below), and who have had a mammogram in the previous 24 months as of March 31, 2004 or in the previous 30 months as of March 31, 2005 and every subsequent March 31 thereafter.

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

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

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

The applicable exclusionary code for mammograms is Q141.

10.3.4 Immunizations for Enrolled Patients under Two Years

This Service Enhancement Fee is payable to the Group and calculated annually on an individual RNPGE Physician basis based on the percentage of Enrolled Patients who are between 18 months and two years of age and are rostered to the RNPGE Physician and who have received all of the Ministry supplied immunizations recommended by the National Advisory Committee on Immunization in the previous 24 months as of March 31, 2004 or in the previous 30 months as of March 31, 2005 and every subsequent March 31 thereafter.

To claim this Service Enhancement Fee, the RNPGE Physician must retain detailed records, including the name of the vaccine, lot number, manufacturer, date of immunization, and route of administration to be available at the request of the Ministry or during a Ministry audit.

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

10.3.5 Colorectal Screening

This Service Enhancement Fee is payable to the Group and calculated annually on an individual RNPGE Physician basis based on the percentage of Enrolled Patients who are between 50 and 74 years of age (inclusive), are not excluded from the target population (as set out below) and who have had a fecal occult blood test in the previous 30 months as of April 1, 2006 and every subsequent March 31 thereafter.

<u>Percentage of Enrolled Patients</u>	<u>Fee Payable</u>	<u>Service Enhancement Code</u>
15%	\$220	Q118
20%	\$440	Q119
40%	\$1,100	Q120
50%	\$2,200	Q121
60%	\$3,300	Q122
70%	\$4,000	Q123

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

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

- (i) Enrolled Patients with known cancer being followed by a physician;

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

The applicable exclusionary code for colorectal screening is Q142.

11 .0 Rurality Gradient

A RNPGA Physician shall be eligible to qualify for a rurality premium on the basis of his/her score on the OMA RIO. A RNPGA Physician who provides RNPGA Services at a location with a score on the OMA RIO between 40 and 49 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 five (5) on the OMA RIO.

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

12 .0 Premiums for Primary Health Care of Patients with Serious Mental Illness

A RNPGA Physician shall receive an additional \$1,000 per Fiscal Year when during that Fiscal Year, at least five (5) patients with diagnoses of bipolar disorder or schizophrenia are enrolled with the RNPGA Physician.

A RNPGA Physician shall receive an additional \$1,000 premium (maximum of \$2,000 per Fiscal Year) for an additional five (5) patients (at least ten (10) patients in total) enrolled with the RNPGA Physician.

13 .0 In Office Service Bonus and Out of Office Service Bonus

13.1 In Office Service Bonus

A RNPGA Physician shall be eligible for a bonus for the provision of specified in-office services on the following basis:

- (c) Payment will be based on the number of points accumulated by a RNPGA Physician in a Fiscal Year, in accordance with the formula set out in Schedule 1; and
- (d) Points are earned on four specified categories of services, on the basis of the number of distinct patients served and eligible service visits provided by a RNPGA Physician, in accordance with Schedule 2.

RNPGA Physicians who earn points during a Fiscal Year will be eligible for payment at the end of that Fiscal Year. The amount of the payment will depend on the total number of points earned by all physicians participating in Patient Enrolment Model Agreements (including this

Agreement) and the total funding allocated per Fiscal Year for this bonus, as agreed to by the OMA and the Ministry. The Ministry shall make this calculation at the end of each Fiscal Year, and provide notice to the RNPGA Physician of the resulting value of a single point and amount of payment, if any, he/she is eligible to receive for in-office services provided.

The bonus may be earned by providing eligible services to both enrolled and non-enrolled persons.

Schedule 1

Points are calculated at the end of a Fiscal Year as follows:

- If a RNPGA Physician satisfies the requirements of one category, 1 point is earned
- If a RNPGA Physician satisfies the requirements of two categories, 3 points are earned
- If a RNPGA Physician satisfies the requirements of three categories, 6 points are earned
- If a RNPGA satisfies the requirements of four categories, 10 points are earned.

The requirements of each eligible category are set out in Schedule 2.

Schedule 2

Points are earned on the following categories, in accordance with the requirements set out below:

Categories*	Patient Threshold**	Visit Threshold***
Complex	75	150
Mental Health	75	150
Minor Procedures	40	80
Reproductive Health	100	200

* The eligible services for each category are defined by a list of Schedule of Benefits fee-for-services codes set out below.

** The patient threshold is a count of distinct patients served.

*** The visit threshold is the total number of eligible services provided to the distinct patient population.

Therefore, in order to meet the requirements of the:

- **Complex category**, a RNPGA Physician must provide at least 150 eligible services to 75 distinct patients
- **Mental health category**, a RNPGA Physician must provide at least 150 eligible services to 75 distinct patients
- **Minor procedures category**, a RNPGA Physician must provide at least 80 eligible services to 40 distinct patients
- **Reproductive health category**, a RNPGA must provide at least 200 eligible services to 100 distinct patients.

The lists of eligible services per category are set out below:

COMPLEX FEE CODES	
K030	Diabetic management assessment
K022	Patients infected with HIV-time based all inclusive
E079	Initial discussion with patient re: smoking cessation
K039	Smoking cessation follow-up
K029	Insulin therapy support
Q040	Diabetic management incentive code
Q042	Smoking cessation counseling
Q050	CHF flow sheet
K037	Fibromyalgia/chronic fatigue syndrome care

MENTAL HEALTH FEE CODES	
K005	Primary mental health care
K007	Psychotherapy - individual care
K008	Counseling with child and/or parent
K004	Psychotherapy - family - 2 or more family members
K013	Counseling - individual care

MINOR PROCEDURE FEE CODES	
G370	Bursa, joint, ganglion or tendon sheath injection and/or aspiration
Z101	Incision - abscess or haematoma - local anaesthetic
Z103	Incision - abscess or haematoma - local anaesthetic - palmar or plantar spaces
Z104	Incision - abscess or haematoma - local anaesthetic - perianal
Z106	Incision - abscess or haematoma - local anaesthetic - ischiorectal or pilonidal
Z113	Incision - biopsy(s) - any method, when sutures are not used
Z114	Incision - foreign body removal - local anaesthetic
Z116	Incision - biopsy(s) - any method, when sutures are used
Z117	Finger or toe-nail - chemical and/or cryotherapy treatment of minor skin lesions - one or more lesions, per treatment
Z118	Incision - aspiration of superficial lump for cytology
Z122	Excision - cyst, haemangioma, lipoma - face/neck

Z123	Excision - cyst, haemangioma, lipoma - face or neck - local anaesthetic - two lesions
Z124	Excision - cyst, haemangioma, lipoma - face or neck - local anaesthetic - three or more lesions
Z125	Excision - cyst, haemangioma, lipoma - areas other than face or neck - local anaesthetic - single lesion
Z126	Excision - cyst, haemangioma, lipoma - areas other than face or neck - local anaesthetic - two lesions
Z127	Excision - cyst, haemangioma, lipoma - areas other than face or neck - local anaesthetic - three or more lesions
Z128	Finger or toe-nail - simple, partial or complete, nail plate excision requiring anaesthesia - one
Z139	Operations on the breast - incision - aspiration of cyst
Z153	Skin & subcutaneous tissue - repair - debridement and dressing
Z154	Suture of lacerations - up to 5 cm if on face and/or requires tying of bleeders and/or closure in layers
Z156	Excision - e.g. verruca, keratosis, pyogenic granuloma, molluscum - removal by excision and suture - single lesion
Z157	Excision - e.g. verruca, keratosis, pyogenic granuloma, molluscum - removal by excision and suture - two lesions
Z158	Excision - e.g. verruca, keratosis, pyogenic granuloma, molluscum - removal by excision and suture - three or more lesions
Z159	Excision - e.g. verruca, keratosis, pyogenic granuloma, molluscum - removal by electrocoagulation - single lesion
Z160	Excision - e.g. verruca, keratosis, pyogenic granuloma, molluscum - removal by electrocoagulation - two lesions
Z161	Excision - e.g. verruca, keratosis, pyogenic granuloma, molluscum - removal by electrocoagulation - three or more lesions
Z162	Excision - single or multiple sites - naevus - removal by excision and suture - single lesion
Z163	Excision -naevus - removal by excision and suture - two lesions
Z164	Excision -naevus - removal by excision and suture - three or more lesions
Z173	Incision - abscess or haematoma - local anaesthetic - subcutaneous - two
Z174	Incision - abscess or haematoma - local anaesthetic - subcutaneous - three or more
Z176	Suture of lacerations - up to 5 cm

Z314	Respiratory - nose - reconstruction - treatment of epistaxis (nasal hemorrhage) cauterization (iop) - unilateral
Z543	Digestive - anus - endoscopy - anoscopy
Z544	Digestive - anus - incision - biopsy
Z545	Digestive - anus - incision - thrombosed haemorrhoid

REPRODUCTIVE HEALTH FEE CODES	
G365	Gynaecology - max one per patient per 12 months excluding smears
P003	Prenatal care - general assessment
P004	Prenatal care - minor prenatal assessment
P005	Prenatal care - antenatal preventative health assessment
G394	Papanicolaou smear - for follow-up of abnormal or inadequate smears
E430	When papanicolaou smears performed outside of hospital
G378	Gynaecology - insertion of intrauterine contraceptive device
Z770	Female genital - corpus uteri - incision or excision - endometrial stapling
P008	Obstetrics - post natal care in office

13.2 Out of Office Service Bonus

A RNPGA Physician shall be eligible to receive a bonus for applicable out of office services he or she provides in accordance with the following:

- (a) the amount of the bonus payable shall be determined by the type of service provided and by the number of patients served and/or encounters carried out by the RNPGA Physician, as set out in Schedule 1 below; and
- (b) the bonus shall be payable only for eligible services provided outside of the RNPGA Physician's office as set out in Schedule 2 below.

Despite subsection (b), the provision of services in connection with billing code P007 need not be provided outside of a RNPGA Physician's office in order to count towards the RNPGA Physician's fulfillment of the Out of Office Service Bonus.

The Ministry will pay the appropriate Out of Office Service Bonus when the RNPGA Physician meets the applicable threshold, as set out in Schedule 1 below.

Bonuses may be earned by providing the eligible services to both enrolled and non-enrolled persons.

SCHEDULE 1

HOME VISITS			
Bonus Level	A	B	C
Required Annual Criteria (eligible patient services and encounters set out in Schedule 2 below)	3 or more patients served and 12 or more encounters	6 or more patients served and 24 or more encounters	17 or more patients served and 68 or more encounters
Annual Bonus	\$1,000	\$1,000	\$3,000*

*For a cumulative maximum total of \$5,000 for eligible home visits per Fiscal Year.

	LONG-TERM CARE HOMES		LABOUR AND DELIVERY		PALLIATIVE CARE	
Bonus Level	A	C	A	C	A	C
Required Annual Criteria (eligible patient services set out in Schedule 2 below)	12 or more patients served	36 or more patients served	5 or more patients served	23 or more patients served	4 or more patients served	10 or more patients served
Annual Bonus	\$2,000	\$3,000*	\$5,000	\$3,000**	\$2,000	\$3,000***

*For a cumulative maximum total of \$5,000 for eligible long-term care home visits per Fiscal Year.

**For a cumulative maximum total of \$8,000 for eligible labour and delivery services per Fiscal Year.

***For a cumulative maximum total of \$5,000 for eligible palliative care services per Fiscal Year.

SCHEDULE 2

ELIGIBLE FEE CODES FOR HOME VISIT, LONG-TERM CARE HOMES, LABOUR AND DELIVERY AND PALLIATIVE CARE SERVICES	
Home Visits	
A901A	House Call
A902A	Home Visit
B990A	Special Visit Premium
B992A	Special Visit Premium
B993A	Special Visit Premium (Weekends)
B994A	Special Visit Premium (Evenings)
B996A	Special Visit Premium
B910A	Special Visit
B914A	Special Visit
B916A	Special Visit
Long Term Care Homes	
W010A	LTC Management
W102A	LTC Assessment
W002A	Subsequent Visit (Chronic)
W008A	Subsequent Visit (Nurs. Aged)
W121A	Additional Visit (Nurs. Aged)
W003A	Subsequent Visit
W001A	Additional Subsequent Visit
W109A	Annual physician exam
W107A	Admission Assessment, type 3
W777A	Pronouncement of Death
W903A	Pre-operative assessment
W004A	General Reassessment
W104A	Admission Assessment, Type 2
Labour and Delivery	
P006A	Vaginal Delivery
P007A	Post-Natal Care
P009A	Attendance at L&D
P020A	Operative Delivery
P018A	Caesarean Section
Palliative Care	
K023A	Palliative Care
C882A	Palliative Care
A945A	Palliative Care Consult
C945A	Palliative Care Consult
W882A	Palliative Care Subsequent Visit
W872A	Palliative Care Subsequent Visit
B998A	Special Visit Premium

APPENDIX 1 to SCHEDULE "H"

CAPITATION RATE CALCULATOR

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

APPENDIX 2 to SCHEDULE "H"

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

A933A On-call general assessment
C002A Subsequent visits to 5 weeks
C003A General assessment
C004A General re-assessment
C005A Consultation
C006A Re-consultation
C007A Subsequent visits 6th to 13th week
C008A Concurrent care
C009A Subsequent visits after 13th week
C010A Supportive care
C121A Further fees for visits due to intercurrent illness
C122A - subsequent visit by MRP day following Hospital admission assessment
C123A - subsequent visit by MRP second day following Hospital admission assessment
C124A - subsequent visit by MRP day of discharge
C142A - first subsequent visit by MRP following transfer from Intensive Care area
C143A - second subsequent visit by MRP following transfer from Intensive Care area
C777A Pronouncement of death
C905A Limited consultation in hospital
C933A On-call admission general assessment
H001A Newborn Care

APPENDIX 3 to SCHEDULE "H"

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

G420 Ear syringing and or extensive curetting or debridement

Incision: Abscess or Hematoma

Z101 Local anaesthetic - subcutaneous - one

Z173 -two

Z174 -three or more

Z103 Palmar or plantar spaces

Z106 Ischiorectal or pilonidal

Z104 perianal

Z114 Foreign body removal local anaesthetic

Z118 Aspiration of superficial lump for cytology

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

Z113 - any method when sutures are not used

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

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

Z156 Removal by excision and suture - single lesion

Z157 two lesions

Z158 three or more lesions

Z159 Removal by electrocoagulation and or curreting single lesion

Z160 two lesions

Z161 three or more lesions

GROUP 2 NEVUS

Z162 Removal by excision and suture - single lesion

Z163 two lesions

Z164 three or more lesions

GROUP 4 -CYST, HEMANGIOMA, LIPOMA

Face or neck

Z122 Local anesthetic -single lesion

Z123 two lesions

Z124 three or more lesions

Other areas

Z125 Local anesthetic - single lesion

Z126 two lesions

Z127 three or more lesions

GROUP 5 - OTHER LESIONS

Z096 Lipoma - 5-10 cm

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

Face or Neck - simple excision

R048 single lesion

R049 two lesions

R050 three or more lesions

Other areas - simple excision

R094 single lesion

R040 two lesions

R041 three or more lesions

Face or neck - curettage, electrodesiccation or cryosurgery

R018 single lesion

R019 two lesions

R020 three or more lesions

Other areas - curettage, electrodesiccation or cryosurgery

R031 single lesion

R032 two lesions

R033 three or more lesions

TREATMENT OF NASAL HEMORRHAGE

Z314 cauterization (IOP)-unilateral

Z315 anterior packing - unilateral

Z316 posterior packing - uni- or bilateral

Injection - Joint

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

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

OPERATION ON THE MUSCULOSKELETAL SYSTEM

Reduction - Fractures

F004 Phalanx - no reduction, rigid immobilization

F005 closed

E558 Each additional

F006 Intra-articular - closed

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

F009 closed

E504 Each additional

F012 Bennett's - no reduction, rigid immobilization

F013 closed

F102 Carpus - no reduction, rigid immobilization

F016 closed, one or more

F017 open, one or more

F018 Scaphoid - no reduction, rigid immobilization

Reductions- Dislocations

D001 Finger - closed - one

E576 Each additional

D004 Metacarpal/phalangeal - closed -one

E577 Each additional

D007 Carpal - closed

D012 Radial head - closed , pulled elbow

Casts

Z200 application of Unna's paste

Z201 finger

Z202 hand

Z203 arm, forearm, or wrist

Z204 removal of plaster (not associated with fractures or dislocation) within 2 weeks of initial treatment

Z211 whole leg

Z213 below knee, knee splints

Suture of Lacerations (IOP)

Z154 Up to 5 cm if on face and/or requires tying of bleeders and/or closure in layers

Z175 5.1 to 10 cm

Z177 5.1 cm - 10 cm if on face and/or requires typing of bleeders and/or closure in layers

Z179 10.1 to 15 cm

Z190 10.1 to 15 cm if on face and/or requires typing of bleeders and/or closure in layers

Z191 more than 15.1 cm - other than face

Z192 more than 15.1 cm - on face

Finger or Toe-nail (IOP)

Z110 Extensive debridement of onychogryphotic nail involving removal of multiple laminae

Simple, partial or complete, nail excision requiring anaesthesia

Z128 one

Z129 multiple

Z130 radical, including destruction of nail bed - one

Z131 multiple

Chemical and/or cryotherapy treatment of minor skin lesions

Z117 one or more lesions, per treatment

OPERATIONS ON THE BREAST

Z141 Needle biopsy - one or more (IOP)

Z139 Aspiration of cyst - one or more (IOP)

ENDOSCOPIES (IOP)

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

STOMACH - ENDOSCOPIES (IOP)

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

Z547 Gastroscopy with removal of foreign body

Z528 Subsequent (within three months following previous gastroscopy)

Intestines (except rectum) - Endoscopy (IOP)

Z580 Endoscopy (using 60 cm. flexible endoscope)

Endoscope:

Z555 of sigmoid to descending colon

E740 to splenic flexure

E741 to hepatic flexure

E747 to cecum

E705 into terminal ileum

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

Z535 not to be billed with Z555 or Z580

Z536 with biopsy(ies)

VULVA AND INTROITUS - INCISION

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

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

Z733 chemical and/or cryosurgery - one or more

Z736 local anesthetic

CORNEA - INCISION

Removal imbedded foreign body (IOP) - local anaesthetic

Z847 one foreign body

Z848 two foreign bodies

Z845 three or more foreign bodies

EYELIDS - INCISION

Z854 Drainage of abscess (IOP) - local anesthetic

EYELIDS - EXCISION

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

EXTERNAL EAR - ENDOSCOPY

Z915 Removal of foreign body - simple

EXTERNAL EAR - EXCISION

Z904 Local excision, polyp - office (IOP)

GYNECOLOGY

G378 Insertion of intrauterine contraceptive device

Z770 Endometrial sampling

SCHEDULE "I"
COMMUNITY SPONSORED ADDITIONAL TERMS

Special Provisions Applicable to Community Sponsored Arrangements
SECTION A:

The Agreement is amended as follows:

* (no amendment)

SECTION B:

1. Provision for Infrastructure Property and Overhead

The Community Sponsor shall provide the RNPGA Physician with the services, medical, office and other equipment, and accommodation, as infrastructure property and overhead, listed in Appendix 11, attached hereto.

2. Maintenance and Repair of Infrastructure Property

The party who is to administer the RNPGA Physician's infrastructure and overhead shall ensure that so long as the infrastructure property is in that party's possession or control, such property is maintained and, where necessary, repaired so that the property remains in proper working order.

3. Return of Infrastructure Property

The RNPGA Physician shall return to the Community Sponsor all infrastructure property transferred by the Community Sponsor to the Physician under this Agreement as soon as is reasonably practicable in the circumstances on the expiry or termination of this Agreement or on the termination of the RNPGA Physician's obligations under this Agreement.

3.1 The RNPGA Physician and Community Sponsor shall transfer possession and, if applicable, title, to any or all infrastructure property transferred by the Minister to the RNPGA Physician or Community Sponsor under this Agreement back to the Minister, or to any other person or body that the Minister designates, at such time and in such manner as the Minister directs on the expiry or termination of this Agreement, or on the termination of the obligations under this Agreement of the RNPGA Physician or Community Sponsor, as the case may be, or, subject to any provision to the contrary in this Agreement, on the termination of the Program.

3.2 Infrastructure property returned under this paragraph by the RNPGA Physician or Community Sponsor shall be returned in the same condition as it was in at the time of its transfer, reasonable wear and tear excepted.

4. Costs of and Payment for Infrastructure and Overhead

The party who is to administer the RNPGA Physician's infrastructure and overhead, as selected under section 5.1, 5.2, shall incur only reasonable costs for such infrastructure and overhead.

4.1 The Community Sponsor shall pay the reasonable and actual costs of the RNPGA Physician's infrastructure and overhead. However, the Community Sponsor and the Minister may agree that all reasonable and actual infrastructure and overhead costs not paid by the Community Sponsor shall be paid by the Minister.

- 4.2 There shall be no entrepreneurial or profit element to the costs incurred or paid for in respect of the RNPGA Physician's infrastructure and overhead. The incurring of all infrastructure and overhead costs by the RNPGA Physician or the Community Sponsor shall be subject to audit by the Minister in accordance with the provisions of this Agreement

5. **Administration of Infrastructure and Overhead.**

Select one of 5.1 or 5.2 by crossing out the section not chosen and initialling that section:

- 5.1 The RNPGA Physician agrees to administer the Infrastructure and overhead. Amounts payable for this purpose (including in-kind contributions) shall be paid or provided to the RNPGA Physician by the Community Sponsor or the Minister, or both, having regard to section 5.5.

OR

- 5.2 ~~The RNPGA Physician and the Community Spenser agree that the Community Sponsor shall adminietef the rnfraetreture and overhood. Any amounts payable for this purpose by the Minister, having regard to section 5. 5, shall be paid bythe- z - Minister to the Community Sponsor.~~

5.3 **Audit**

The Community Sponsor or RNPGA Physician administering the Infrastructure and overhead shall establish and maintain separate books of account and financial records, including copies of all invoices, respecting the administration of all amounts paid by the Minister for infrastructure and overhead.

- 5.4 Books of account and financial records respecting the administration of the amounts paid by the Minister for infrastructure and overhead shall be subject to audit by the Minister, the Minister's auditors and the Provincial Auditor upon twenty-four (24) hours notice. As and when requested by the Minister, the Community Sponsor or the RNPGA Physician shall provide the Minister, the Minister's auditors and the Provincial Auditor with access to and copies of all documents, records and books of account, together with the proper facilities for inspection or audit, as well as any further information that may be required with reference to such documents, books and records. The Minister, the Minister's auditors and the Provincial Auditor shall have the right to remove any of the documents, books and records referred to in this paragraph for the purpose of making copies and, once such copies have been made, shall promptly return them to the place from which they were removed.

- 5.5 The financial records referred to in this paragraph shall be retained by the Community Sponsor or the RNPGA Physician for at least seven (7) years from the date of their making.

6. **0 RNPGA Physician Obligations**

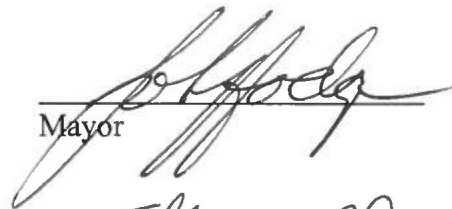
The RNPGA Physician's rights and obligations as set out in this Agreement shall govern the relationship as between the RNPGA Physician and the Community Sponsor. In no case other than as specifically set out in this Agreement, shall the Community Sponsor be entitled to dictate the RNPGA Physicians Services, including, but not limited to such Physicians scope of practice and/or hours of operation.

Appendix II


- Overhead Budget (RNPGA 2 only)
- On-Call Services Agreement (if applicable)
- Obstetrical Delivery Services (if applicable)

Appendix 12

The Community Sponsor hereby delegates the authority to administer the Overhead for the Rural and Northern Physician Group Agreement to the RNPGA Physician, in accordance with the terms of this agreement, for the duration of the agreement.



Mayor



Clerk

June 7, 2013

Temagami Medical Centre		
2012/2013 Overhead Budget		
Wages and Salaries		
Reception/Secretary	\$49,425	
Payroll Expenses (CPP, EI, WSIB, Benefits)		
Total Payroll Expenses	\$49,425	
General and Administrative Expenses		
Accounting fees		
Administration		
Answering Service		
Bank Charges	250	
Building Maintenance & Mise Supplies		
Computer Hardware/Software		
Insurance		
Janitorial Supplies & Service		
Legal/Accounting		
Medical Supplies	6,200	
Miscellaneous	250	
Office Supplies	3,250	
Office Equipment Maintenance/Leasing	1,000	
Postage/Courier	400	
Rent	13,000	
Staff Development		
Telephone/Fax/Internet	3,500	
Utilities	5,000	
Total General and Admin. Expenses	\$32,850	
Total Overhead Budget submitted	\$82,275	
Municipal Contribution	\$0	snow removal, lawn maintenance, janitorial and maintenance services
Total Approved Ministry's contribution for 2012-13 overhead funding	\$82,275	34% of salary