

Family Health Team Agreement

THIS AGREEMENT made as of the 1st day of April 2018

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
As represented by

The Ministry of Health and Long-Term Care

(the “**Ministry**”)

- and –

Family Health Team of Hamilton Inc.

(the “**Recipient**”)

WHEREAS:

- the Ministry provides funding for the Family Health Team program in Ontario;
- the Ministry and the Recipient share the goals of providing population-based person centered comprehensive primary care services that is timely, coordinated and continuous, tailored to the needs of the community and help people manage their own health and maintain independence within the respective regions of recipients;
- the Ministry and the Recipient work together to developing collaborative partnerships with other primary care practices in the LHIN sub-region to ensure access and equity in delivery of interprofessional primary care services;
- the Ministry and the Recipient commit to ongoing evaluation of the effectiveness of services provided as part of its obligation to continuous quality improvement;
- the Ministry and the Recipient wish to work with physicians and interprofessional health care providers to ensure the above-noted objectives are met;

AND WHEREAS the Recipient has applied to the Ministry for funding to facilitate the delivery of the Family Health Team health care programs and services described in the Service Plan attached hereto as Schedule “A”;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1.0 Definitions

1.1. In this Agreement, the following words shall have the following meanings:

- (a) **“Affiliated Physician Group”** means the physician group that has agreed to be affiliated and to work collaboratively with the Recipient and includes an “Affiliated Physician” who is a member of the “Affiliated Physician Group”;
- (b) **“Agreement”** means this agreement entered into between the Ministry and the Recipient and all schedules and attachments to this agreement and any instrument amending this agreement;
- (c) **“Budget”** and **“Annual Budget”** mean the annual Ministry approved budget for the Funding Year, attached hereto as Schedule “B” and all subsequent annual Ministry approved budgets during the term of this Agreement;
- (d) **“Community”** means the community benefiting from the health programs and services set out in the Service Plan and funded pursuant to this Agreement;
- (e) **“Family Health Team”** and **“FHT”** means the program the Recipient is approved to participate in, and receive funding for, in accordance with this Agreement;
- (f) **“Funds and Funding”** means the funds provided or to be provided to the Recipient by the Ministry pursuant to this Agreement;
- (g) **“Funding Year”** means any period commencing on April 1 and ending on March 31 during the term of this Agreement, provided that the first Funding Year shall be the period commencing on the date of this Agreement and ending on the first day that is March 31 following the date of this Agreement;
- (h) **“LHIN”** means the Local Health Integration Network as defined in the *Local Health System Integration Act, 2006* (LHSIA);
- (i) **“Ministry”** means the Ministry of Health and Long-Term Care and any agent of the Crown to which all or any part of the Ministry’s rights and obligations under this Agreement have been assigned;
- (j) **“OHIP”** means the Ontario Health Insurance Plan;
- (k) **“OMA”** means the Ontario Medical Association;
- (l) **“Parties”** means the signatories to this Agreement and “Party” means either of the signatories to this Agreement;
- (m) **“Recipient Personnel”** means the employees, agents, subcontractors, independent contractors, or other representatives of the Recipient, excluding the Affiliated Physician Group;
- (n) **“Reports”** means the reports described in Schedule “D”; and,
- (o) **“Service Plan”** means the health programs and services set out in Schedule “A” herein managed by the Recipient.

2.0 Term of the Agreement

- 2.1 This Agreement shall commence on April 1, 2018 and shall end on March 31, 2022 (the “Term”) unless terminated earlier pursuant to the provisions in Articles 18.0 or 19.0.
- 2.2 During the Term of this Agreement, the Recipient shall carry out the Service Plan set out in Schedule A and in accordance with the terms and conditions of this Agreement.

3.0 Composition

- 3.1 The Recipient shall be comprised of its voting members, as defined in Ontario or Federal legislation applicable to not-for-profit corporations (unless exempted by the Ministry), together with any advisory committees which the Recipient may choose to establish. The Recipient acknowledges that as a condition of continued Funding under this Agreement, the Ministry reserves the right to consider whether the Service Plan adequately addresses the health care needs of the Community, and the Ministry may, from time to time, make non-binding recommendations to the Recipient as to how the Recipient may better serve the health care needs of the Community. The Recipient also acknowledges that, while these recommendations may be non-binding when first made, the Ministry may, subsequent to making the recommendations, amend the Agreement in accordance with the process set out in sections 7.7 and 7.7.1 or section 34.2 (as applicable) to include the recommendations as part of the terms and conditions of the Agreement.

3.2 Affiliated Physician Collaboration

- a) The Funding of this Agreement does not apply to physician compensation however, as a condition of continued Funding, the Recipient shall be affiliated with at least one of the following physician services groups (“Affiliated Physician Group”) as funded separately by the Ministry:
- i. Family Health Network;
 - ii. Family Health Organization; or,
 - iii. Rural and Northern Physician Group Agreement.
- b) All physicians who are signatories to the physician services agreement, of the Affiliated Physician Group must agree to be affiliated with the Recipient and to act as physician service providers in support of the Service Plan carried out by the Recipient.
- c) The Affiliated Physician group(s) for the FHT is (are) Carlisle Medical Centre FHO, Dundas Family Medical Group FHO, Family Medical Centre FHO, K H Medical Group FHO, Wentworth Limeridge Medical Centre FHO, Hamilton Community Health Care FHO, Core FHO, Hamilton Escarpment FHO, Innovations FHO, Intramed FHO, Ottawa-Sherman Medical Associates FHO and Stoney Creek and Hamilton Mountain FHO.
- d) It is a condition of continued Funding that all patients of the Affiliated Physician Group are granted equal access to the health programs and services set out in the Service Plan and funded pursuant to this Agreement.

- e) Nothing in this Agreement precludes an Affiliated Physician from terminating his or her relationship with any patient in accordance with professional standards. Further, nothing in this Agreement shall create obligations for an Affiliated Physician that go beyond his or her professional competence or that, using the Affiliated Physician's best efforts, are beyond the reasonable control of the Physician.

4.0 Recipient Personnel

- 4.1 The Recipient shall retain the services of the interprofessional team members and administrative staff detailed in the "Service Plan", attached hereto as Schedule "A". Subject to section 22.1(e), all interprofessional team members and administrative staff shall be employees of the Recipient unless otherwise consented to in writing by the Ministry. The Recipient shall ensure that the terms and conditions of any employment contract that the Recipient enters into for the purposes of this Agreement, shall not, in any way, contradict the terms and conditions set out herein unless otherwise consented to by the Ministry in writing. In no case shall the Recipient negotiate termination payouts and severances with any Recipient Personnel which are greater than the minimum requirements set out in the *Employment Standards Act* and the Common Law unless otherwise consented to in advance and in writing by the Ministry. The Recipient shall obtain the Ministry's prior written approval before making any settlement offers to any Recipient Personnel which exceed the minimum requirements set out in the *Employment Standards Act*.
- 4.2 The Recipient shall not make any changes to the Service Plan without the Ministry's prior written consent. The Ministry shall respond in writing to a Recipient's written request for a change to the Service Plan within a reasonable timeline.

5.0 Governance

- 5.1 Prior to the execution of this Agreement, the Recipient shall establish a governance structure, addressing at a minimum the matters listed in Schedule "A" – Appendix 1. The Recipient acknowledges that it is a condition of continued Funding that it maintains its governance structure and advises the Ministry of any changes to the same within 30 days.

6.0 Conflict of Interest

- 6.1 The Recipient shall provide for the delivery of health programs and services, as set out in Schedule "A", and use the Funds in a manner that no person associated with the FHT in any capacity shall have an actual, potential, or perceived conflict of interest.
- 6.2 For these purposes, a conflict of interest is any situation in which an unqualified person associated with the FHT or any unqualified member of his or her family could, or could be seen to, benefit financially from his or her involvement in the FHT.
- 6.3 The Recipient shall disclose to the Ministry without delay any situation that that a reasonable person would interpret as an actual, potential, or perceived conflict of interest. All non-arms-length transactions between the Recipient and its Members and/or their family members must be based on the fair market value of the services and/or supplies exchanged, and must be appropriately disclosed in the Reports provided by the Recipient to the Ministry.

- 6.4 The Recipient shall comply with any terms and conditions that the Ministry may prescribe as a result of the disclosure set out in section 6.3 above.
- 6.5 The Recipient shall take steps to ensure that the directors of the Recipient's corporation are aware of their obligations to:
- (a) comply at all times with all laws applicable to their fiduciary duties and to appropriate declarations, and
 - (b) abstain from voting on matters for which they may have a conflict of interest.

7.0 Funding and Budget

- 7.1 Subject to the terms and conditions of this Agreement, in each Funding Year, the Ministry shall provide Funding to the Recipient, by direct deposit into the Recipient's designated interest bearing bank account, for the purpose of managing the Service Plan in the amount or amounts set out in the Budget and Payment Schedule, attached hereto as Schedule "B" and "C" respectively. As a condition of continued Funding, the Recipient bank account and the Recipient name under this Agreement must be identical unless otherwise consented to by the Ministry in writing and the account must name at least two authorized signing officers.
- 7.1.1 The Ministry is not obligated to provide any further funding to the Recipient other than the Funds set out in Budget (Schedule "B"). The Recipient acknowledges and understands that:
- a) the Ministry's funding commitment to the Recipient is limited to the amounts set out in the Budget for the purpose of the Recipient carrying out the Service Plan (Schedule "A"), and
 - b) any commitment the Recipient makes that is not specifically referred to in the Budget and Service Plan remains the sole responsibility of the Recipient to meet.
- 7.2 The Ministry may adjust or suspend payment of Funds pertaining to any item in Schedule "B" on the occurrence of any event set out below. Any such adjustment or suspension shall be in proportion to the event or events that gave rise to Ministry action under this section.
- a) The failure of the Recipient to submit Reports as required under this Agreement and/or based on the Ministry's assessment of the information contained in these Reports where such Reports indicate that the Funding was not spent or applied in accordance with the terms of this Agreement;
 - b) The failure of the Recipient to adhere to its Service Plan; or,
 - c) Any other breach of the terms and conditions of this Agreement by the Recipient or Recipient Personnel.

In the sole discretion of the Ministry, Funding for a suspended item may resume in the applicable budget year if the Recipient demonstrates to the Ministry's satisfaction that the Recipient or Recipient Personnel, as the case may be, have corrected the event that gave rise to the suspension.

- 7.3 All Funding shall be applied directly to the payment of Schedule “B” expenditures, and for no other purpose. The Recipient shall expend the Funding in each Funding Year only in accordance with the Annual Budget for each Funding Year. No changes to the approved items in Schedule “B” are permitted without the prior written consent of the Ministry, unless otherwise specified in this Agreement.
- 7.4 The Recipient acknowledges and agrees that there shall be no duplication of any direct or indirect funding for the same or similar items or services (“Duplicate Funding”) received by the Recipient, any Recipient Personnel or any Affiliated Physician, and any such Duplicate Funding shall be reconciled and adjusted in Schedule “B” herein upon written notice by the Ministry to the Recipient.
- 7.5 During the Term, and for a period of five (5) years following the termination or expiry of this Agreement, the Recipient shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any equipment valued at an amount of \$5,000.00 or more at the time of disposition, purchased with the Funds. The Recipient agrees to notify the Ministry during such period of its desire to sell, lease or otherwise dispose of any equipment valued in excess of \$5,000.00, and the Ministry reserves the right to demand reimbursement in an amount equal to the value of the disposed asset, from the Recipient.
- 7.6 Any Funding not spent in accordance with the terms of this Agreement must be returned to the Ministry unless otherwise consented to by the Ministry in writing.
- 7.7 The Ministry may, in the circumstances described in section 7.7.2 and at any time, upon consultation with the Recipient, provide any or all of the following:
- a) a new Schedule “A” (Service Plan);
 - b) a new Schedule “B” (Budget);
 - c) a new Schedule “C” (Payment Plan); and
 - d) a new Schedule “D” (Reports).
- 7.7.1 If the Ministry provides a new schedule in accordance with section 7.7, the new schedule shall be deemed to be either Schedule “A” (Service Plan), Schedule “B” (Budget), Schedule “C” (Payment Plan) or Schedule “D” (Reports), as the case may be, (collectively referred to as “New Schedules”), for the period of time to which it relates, provided that if the Recipient does not agree with all or any of the New Schedules, the Recipient may terminate the Agreement pursuant to section 18.1.
- 7.7.2 The Parties may amend the Agreement in accordance with sections 7.7 and 7.7.1 in any of the following circumstances:
- a) The Ministry is providing additional Funding;
 - b) The Ministry is changing the Service Plan, provided, however, that such changes are directly tied to additional Funding, the reconfiguration of existing Funding or health program or service changes; and
 - c) The Ministry is making a technical or editorial change, including to correct spelling, punctuation or grammatical errors, or errors that are of a clerical, typographical or similar nature.

- 7.8 The Ministry's Funding commitment under this Agreement, has been determined in part, by the patient enrolment commitments set out in the Recipient business case or as superseded in Schedule A (if applicable). The Ministry reserves the right to suspend payment of Funds pertaining to any item in Schedule "B", including the right to suspend any portion of the Funding during a Funding Year, where the Ministry, in its reasonable discretion, determines that the Recipient is unlikely to achieve its stated patient enrolment commitments by the end of the Funding Year. Any decision on the part of the Ministry to suspend any portion of the Funding, shall be made in consultation with the Recipient with due consideration made to the minimum termination notice requirements of the Recipient, including any minimum notice requirements to terminate employees of the Recipient.
- 7.9 Pursuant to the provisions of the *Financial Administration Act (Ontario)*, the payment obligations of the Ministry under this Agreement are subject to:
- a) The Ministry securing the requisite appropriation for payment during the Funding Year in which payment is due; or
 - b) The Ministry securing the requisite appropriation for a multi-year payment during a previous Funding Year which covers the year in which payment is due.
- 7.10 The Ministry will consult with the OMA prior to making amendments to the template.

8.0 Interest, Rebates, Credits and Refunds

- 8.1 The Recipient shall place the Funding into an exclusive designated FHT interest bearing account and shall account to the Ministry in every audited financial statement provided to the Ministry on the interest earned on the Funding to date.
- 8.2 The Recipient agrees that all interest earned on the Funding belongs to the Ministry and shall be used only for the purposes authorized in writing by the Ministry or shall be returned to the Ministry immediately upon the request of the Ministry.
- 8.3 The Recipient shall not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund.

9.0 Consent by Ministry and Compliance by Recipient

- 9.1 When the Ministry provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

10.0 No Charges to Patients

- 10.1 In no case shall the Recipient, or any employee, agent, or subcontractor of the Recipient, be entitled to bill the Ministry, a patient or any other person or entity, for services funded pursuant to this Agreement, unless specifically authorized in accordance with the terms and conditions herein.

11.0 Reports, Record Retention and Information Management

11.1 The Recipient will:

- a) submit to the Ministry all Reports in accordance with the timelines and content requirements provided for in Schedule "D", or in a form as specified by the Ministry from time to time; and
- b) submit to the Ministry any other reports related to the Service Plan, Funding or both as may be reasonably requested by the Ministry in accordance with the timelines and content requirements specified by the Ministry.

11.2 Continued Funding under this Agreement is conditional upon the Recipient's compliance in completing, signing and submitting to the Ministry reports as detailed in Schedule "D".

11.3 The Recipient shall ensure that all Reports, financial statements and submissions of information to the Ministry are approved by a person with authority to bind the Recipient.

11.4 The Recipient shall keep and maintain all accounts and financial records, invoices and other financially-related documents relating to the Funding in a manner consistent with generally accepted accounting principles and proper business practices, and shall maintain such accounts, financial records, invoices and other financially-related documents and keep them available for review by the Ministry and its agents for a period of seven (7) years from the date of commencement of the Funding Year to which such accounts, records, invoices and other documents relate.

11.5 The Recipient authorizes the Ministry and its agents, from time to time, upon 24 hours' notice and during normal business hours, to visit the Recipient's premises to review the operation of the Service Plan and to inspect and copy any accounts, financial records, invoices and financially-related documents in the possession or under the control of the Recipient relating to the Funding.

11.6 The Ministry's right of inspection includes the right to perform, or have its agents perform, a full or partial audit. The Recipient shall keep and maintain all non-financial records and documents relating to the Ministry, the Funding or otherwise to the Service Plan, including without limitation, the health records of each patient of the Recipient, but excluding all patient records in the care and control of an Affiliated Physician, in a confidential manner consistent with all applicable federal, provincial and municipal laws and regulations, and orders, rules and by-laws having the force of law.

11.6.1 Where non-compliance with the Agreement is found, the Ministry may make recommendations to the Recipient on how the Recipient may achieve compliance with the Agreement. Where the Ministry makes such recommendations, the Recipient shall submit to the Ministry a detailed plan within 30 days of receiving such recommendations, as to how and when the Recipient intends to take corrective action.

11.7 The Recipient shall adopt and implement information management protocols including, but not limited to appropriate personal health information protocols, that give due regard to patient confidentiality and are consistent with this Agreement and applicable law.

11.8 The Recipient shall ensure that all Recipient Personnel and all Recipient independent contractors are fully aware of their legal obligations as set out in the *Personal Health Information Protection Act, 2004* with regard to the collection, use and disclosure of personal health information.

12.0 Tendering for Goods and Services

12.1 The Recipient shall acquire goods, equipment and services purchased with the Funding as follows:

- 1) where the cost of the goods, equipment or service is between \$10,000 and \$100,000, inclusive, the Recipient has the option of acquiring such goods, equipment or service through either: (i) an invitational competitive process in which the Recipient obtains quotes from 3 or more vendors, or (ii) an open competitive process, and
- 2) where the cost of the goods, equipment or service is over \$100,000, the Recipient must acquire the goods, equipment or service through an open competitive process.

13.0 Limitation of Liability

- 13.1 The Recipient agrees that the Ministry and the Ministry's officers, employees and agents shall not be liable to the Recipient, any Recipient Personnel, or any Affiliated Physicians, for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the Recipient) arising out of or in any way related to the operation of the Recipient or the Service Plan, the health programs and services provided under the Service Plan or otherwise in connection with this Agreement, unless the losses, expenses, costs, claims, damages or liabilities are caused solely by the Ministry.
- 13.2 The Recipient shall be responsible for the collection and remittance of any applicable statutory remittances from its Personnel including remittances for Canada Pension Plan, Employment Insurance, Income Tax and Employment Health Tax.
- 13.3 The Recipient agrees that it is liable for the acts and omissions of its directors, officers, Recipient Personnel, and subcontractors, with the exception of the physician services provided by Affiliated Physicians. This paragraph is in addition to any and all of the liabilities of the Recipient under this Agreement and under the general application of law. The Recipient shall advise these individuals and entities of their obligations under this Agreement and shall ensure their compliance with the applicable terms of this Agreement. In addition to any other liabilities of the Recipient pursuant to this Agreement or otherwise at law or in equity, the Recipient shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of this Agreement resulting from the actions of the above mentioned individuals and entities except for physician services provided by Affiliated Physicians. At no time shall the Ministry be liable for any acts and omissions of the Recipient, its directors, officers, Recipient Personnel, subcontractors and its Affiliated Physicians. This paragraph shall survive the termination or expiry of this Agreement.

14.0 Indemnity

14.1 The Recipient shall indemnify and save harmless the Ministry, its officers, employees and agents (the "Indemnified Parties") from and against any and all liability, loss, costs, damages and expenses (including incidental, indirect, special or consequential damages as well as legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings ("Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the operation of the Recipient or the Service Plan, the provision of health programs and services under the Service Plan or otherwise in connection with this Agreement (including any breach by the Recipient of any term, covenant, representation, warranty or any other provisions of this Agreement), to the extent to which the insurance required by section 15.1 responds to the Claims, unless solely caused by the negligence or wilful misconduct of the Ministry, or unless caused by an Affiliated Physician providing physician services.

15.0 Insurance

15.1 The Recipient shall put into effect and maintain for the duration of this Agreement, with insurers having a secure A.M. Best rating of B+ or greater, of the equivalent thereof, all the necessary and appropriate insurance that a prudent person in the business of the Recipient would maintain including, but not limited to, the following:

- a) Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence, products and completed operations aggregate. The policy is to include the following:
 - the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
 - contractual liability coverage;
 - cross-liability clause;
 - employers liability coverage (or compliance with the paragraph below entitled "Proof of W.S.I.A. Coverage" is required);
 - 30 day written notice of cancellation, termination or material change;
 - tenants legal liability coverage (if applicable and with applicable sub-limits); and,
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles.
- b) Errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in this Agreement, in the amount of not less than Five Million (\$5,000,000.00) Dollars per claim and in the annual aggregate;
- c) Contents and property insurance with the Ministry named as "loss payee" in the event that the Recipient has received, or anticipates receiving any Funding from the Ministry for facility improvements, and/or furnishings, and or equipment; and

- d) Cyber insurance in the amount of not less than Two Million (\$2,000,000.00) Dollars per claim and in the aggregate.
- 15.2 The Recipient shall for the duration of this Agreement maintain professional liability insurance in respect of itself and the professional Recipient Personnel, with the exception of Recipient independent contractors who shall be responsible for maintaining their own professional liability insurance, which is acceptable to the Ministry subject to limits of not less than **Five Million Dollars (\$5,000,000.00)** inclusive per occurrence for bodily injury, including personal injury, death and damage to property including loss of use thereof, in respect of the Recipient's involvement in the Service Plan.
- 15.3 If requested by the Ministry, the Recipient shall provide the Ministry with satisfactory proof of insurance including proof that the above requirements have been included in the policy.

15.4 Proof of W.S.I.A. Coverage

If the Recipient is subject to the *Workplace Safety and Insurance Act* ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the Ministry prior to the execution of the Agreement by the Ministry. In addition, the Recipient shall, from time to time at the request of the Ministry, provide additional WSIA clearance certificates. The Recipient covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which the Ministry shall have the right, in addition to and not in substitution for any other right it may have pursuant to this Agreement or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Recipient pursuant to this Agreement together with all costs incurred by the Ministry in connection therewith.

15.5 Recipient Participation in Proceedings

The Recipient shall, at its expense, to the extent requested by the Ministry, participate in or conduct the defence of any proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The Ministry may elect to participate in or conduct the defence of any such proceeding by notifying the Recipient in writing of such election without prejudice to any other rights or remedies of the Ministry under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Recipient shall enter into no settlement unless it has obtained the prior written approval of the Ministry. If the Recipient is requested by the Ministry to participate in or conduct the defence of any such proceeding, the Ministry agrees to co-operate with and assist the Recipient to the fullest extent possible in the proceedings and any related settlement negotiations. If the Ministry conducts the defence of any such proceedings, the Recipient agrees to co-operate with and assist the Ministry to the fullest extent possible in the proceedings and any related settlement negotiations. This paragraph shall survive any termination or expiry of this Agreement.

16.0 Credit

- 16.1 The Recipient shall acknowledge the support of the Ministry in copies of all reports and materials and in all advertising and publicity relating to the Service Plan, in a format approved by the Ministry.
- 16.2 The Recipient shall ensure that the acknowledgement indicates that the views expressed in the report or materials are the views of the Recipient and do not necessarily reflect those of the Ministry.

17.0 Compliance with Law and Policies

- 17.1 The Recipient covenants that it shall operate the Service Plan in accordance with all applicable federal, provincial and municipal laws and regulations, and orders, rules and by-laws having the force of law.
- 17.2 In the event that any portion of the Funding pertains to capital expenditures, the Recipient acknowledges that such Funding may be subject to compliance by the Parties herein, with the provisions of the *Ontarians With Disabilities Act*.
- 17.3 During the Term of this Agreement, the Recipient shall use the phrase "Family Health Team" in all forms of communication, correspondence, identification and branding pertaining to the health programs and services set out in the Service Plan and Funding.
- 17.4 The Recipient acknowledges and agrees that the Ministry may disclose in any manner to any person or entity, the name of the Recipient and any other information (subject to all personal health information privacy legislation) of any kind pertaining to the FHT.

18.0 Termination for Convenience by Either Party

- 18.1 Subject to the terms and conditions herein, either Party may terminate this Agreement at any time without liability, cost, or penalty, and without cause for any reason, upon giving at least 90 days written notice of its intention to do so.
- 18.2 Where notice to terminate is given under section 18.1, the Ministry and the Recipient, having regard to the obligations of the Recipient under this Agreement, shall jointly assess the state of the health programs and services being provided under the Service Plan as of the time such notice is given and shall agree to a plan and a budget that allows for the reasonable and orderly wind-down of the Service Plan until the end of the notice period. If such a plan and a budget are not agreed to within 30 business days from the date such notice to terminate is given, the Ministry shall prepare such a plan and a budget and the Recipient agrees to abide by such plan and budget. Where the Ministry prepares such a plan and budget, the Ministry will consider the reasonable estimates of the Recipient's costs to wind-down the Service Plan in an orderly and responsible manner, including any of the Recipient's obligations pertaining to termination of the Recipient Personnel. For further clarity, the Ministry's ability to provide any funding for wind-down costs under this section is subject to the limits set out in section 7.9 of this Agreement.

19.0 Termination by the Ministry for Cause

- 19.1 The Ministry, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement, including the Funding adjustment and suspension provisions of Article 7.0, and its rights and remedies at law or in equity, may, terminate this Agreement immediately upon giving notice to the Recipient if:
- a) the Recipient:
 - i. has knowingly provided false or misleading information regarding its funding request or in any other communication with the Ministry;
 - ii. breaches any term, covenant, condition, representation, warranty or any other provision of this Agreement;
 - iii. is unable to operate the Service Plan or is likely to discontinue it; or,
 - iv. it is not reasonable for any reason for the Recipient to continue operating the Service Plan.
 - b) the Recipient liquidates, winds up or dissolves, or any liquidation, winding up or dissolution proceedings or action are instituted or taken by or in respect of the Recipient;
 - c) the Recipient is adjudged bankrupt or is insolvent according to the provisions of the *Bankruptcy and Insolvency Act, R.S.C. 1992, c. 27, s.2*, and the regulations made thereunder, a receiver or trustee of the Recipient's property and affairs is appointed, the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, is petitioned into bankruptcy, or files for the appointment of a receiver, or attempts to execute a bulk sale of its property, except with the prior written consent of the Ministry; for the purposes of this subsection, any advanced Funding received by the Recipient prior to expenditure shall be deemed to be held in trust by the Recipient for the Ministry and shall be returned to the Ministry in full in the event of termination pursuant to this subsection;
 - d) the Recipient ceases to carry on business or operations; or,
 - e) the Recipient no longer is affiliated with an Affiliated Physician Group.
- 19.2 If the Ministry considers the nature of a breach referred to in section 19.1(a) (ii) to be such that it can be remedied and that it is appropriate to allow the Recipient the opportunity to remedy the breach, the Ministry may give the Recipient an opportunity to remedy the breach by giving the Recipient notice:
- a) of the particulars of the breach;
 - b) that the Ministry shall give the Recipient an opportunity to remedy the breach;
 - c) of the period of time within which the Recipient is required to remedy the breach; and

- d) that the Ministry shall terminate this Agreement at the end of the notice period provided for in the notice if the Recipient fails to remedy the breach within the time specified in the notice, or that the Ministry shall terminate this Agreement prior to the end of that time if it becomes apparent to the Ministry that the Recipient cannot completely remedy the breach within that time or such further period of time as the Ministry considers reasonable, or the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Ministry.
- 19.3 If the Ministry has provided the Recipient with an opportunity to remedy the breach, and
- a) the Recipient does not remedy the breach within the time period specified in the notice; or,
 - b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the breach within the time specified in the notice or such further period of time as the Ministry considers reasonable; or,
 - c) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Ministry,
 - d) the Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Recipient.
- 19.4 In the event of termination pursuant to Article 19.0, the effective date of termination shall be the last day of the termination notice period, the last day of any subsequent notice period or immediately, whichever applies.
- 19.5 The Parties agree that section 18.2 applies equally where notice to terminate is given under Article 19.0.

20.0 Funding Upon Termination and Other Demands for Repayment

- 20.1 If this Agreement is terminated by either Party pursuant to section 18.1, or the Agreement is terminated by the Ministry pursuant to section 19.1, the Ministry may take any one or more of the following actions:
- a) cancel all further Funding instalments, subject to any further Funding instalments that may need to be made for the Recipient to pay the costs of winding down the Service Plan as agreed upon between the Ministry and the Recipient pursuant to section 18.2; and,
 - b) demand the repayment of any Funding remaining in the possession or under the control of the Recipient which are not required by the Recipient to pay the costs of winding down the Service Plan as agreed upon between the Ministry and the Recipient pursuant to section 18.2.
- 20.2 If this Agreement is terminated by the Ministry because the Recipient uses the Funding for purposes not agreed upon by the Ministry, the Ministry may, in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of such Funding.
- 20.3 If the Ministry demands the repayment of any part of the Funding pursuant to this Agreement, the amount demanded shall be deemed to be a debt due and owing to the Ministry and the Recipient shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.

- 20.4 The Ministry reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the Province of Ontario on accounts receivable.
- 20.5 The Recipient shall repay the amount demanded by cheque payable to the “**Minister of Finance**” and mailed to the Ministry of Health and Long-Term Care, to the attention of the Ministry representative and at the address set out in section 24.1.

21.0 Accountability for Funding

- 21.1 The Recipient agrees that any part of the Funding which has not been used or accounted for by the Recipient by the end of any Funding Year during the Term of this Agreement shall belong to the Ministry and shall be used only for the purposes agreed to by the Ministry or shall be repaid to the Ministry immediately on the request of the Ministry.
- 21.2 The Recipient agrees that any part of the Funding which has been used for purposes not authorized by the Ministry shall be repaid to the Ministry immediately on the request of the Ministry.

22.0 Representations and Warranties

22.1 The Recipient represents warrants and covenants as follows:

- a) the Recipient is a corporation without share capital duly organized, registered and validly subsisting pursuant to the laws of Ontario (unless exempt in writing by the Ministry);
- b) the Recipient has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of its obligations under this Agreement;
- c) the Recipient has obtained and maintains all insurance required pursuant to this Agreement and all insurance required by Applicable Law for the operation of the Service Plan and to otherwise carry out the terms of this Agreement;
- d) all professional Recipient Personnel who are regulated under the *Regulated Health Professionals Act, 1991* providing services under the Service Plan have, and shall have, throughout the Term of this Agreement, the requisite experience and expertise and the professional designations and credentials required to carry out their respective responsibilities in providing such services in a competent manner in accordance with professional standards; and
- e) In the event that the Ministry has provided written authorization to the Recipient, the Recipient may be exempted from the requirement in Section 4.1 that all interprofessional team members and administrative staff shall be employees of the Recipient. If the Ministry has provided such authorization, the Recipient shall ensure that:
 - i. its contracted service providers, carry or are covered by all the necessary and appropriate insurance that a prudent person or entity in the business of the service provider would maintain including but not limited to commercial general liability insurance and professional liability insurance;

- ii. its contracted service providers will identify themselves to patients as being affiliated with the FHT operated by the Recipient and, as applicable: be accessible to all patients within the FHT, available to participate in FHT program planning and development where applicable; be eligible for FHT funded development/training opportunities; and be paid at established FHT salary levels;
- iii. it has entered into a contract for services with the service provider or the service provider's employer on terms and conditions that do not contravene the terms and conditions of this Agreement; and
- iv. no FHT-funded service provided by an interprofessional health provider (IHP) shall be eligible for delegated service billing.

23.0 Counterparts

23.1 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.

24.0 Notices

24.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be delivered personally, delivered by courier or sent by certified or registered mail, by regular mail, by email, or sent by facsimile addressed to the other Party at the address provided below or at such other address as either party shall later designate to the other in writing.

To the Ministry:

**Manager, Interprofessional Programs Unit
Ministry of Health and Long-Term Care
Primary Health Care Branch
1075 Bay Street, 9th Floor
Toronto ON M5S 2B1
Fax: (416) 212-1766
Telephone: (866) 766-0266 or (416) 325-3575**

To the Recipient:

**Family Health Team of Hamilton Inc.
123 James Street North, Suite 300
Hamilton ON L8R 2K8
Attention: Terry McCarthy
Telephone: (905) 667-4848**

All notices shall be effective:

- at the time the delivery is made when the notice is delivered personally or by courier;
- at the time that the notice enters the Recipient's inbox if emailed;
- at the time the notice is faxed when the notice is sent by fax;
- seventy-two (72) hours after deposit in the mail when the notice is sent by certified or registered or postage prepaid mail, or
- five business days after mailing by regular mail.

25.0 Severability of Provisions

25.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and any invalid provision shall be deemed to be severed.

26.0 Waiver

26.1 A waiver of any failure to comply with any term of this Agreement must be written and signed by the Recipient or by the Ministry as the circumstances dictate. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

27.0 Independent Parties

27.1 The Parties are and shall at all times remain independent and are not and shall not represent themselves to be the agent, joint venture, partner or employee of the other. No representations shall be made or acts taken by either Party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither Party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other Party to any other person nor with respect to any other action of the other Party.

28.0 Governing Law

28.1 This Agreement and the rights, obligations and relations of the Parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

29.0 Further Assurances

29.1 The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

30.0 Circumstances Beyond the Control of Either Party

30.1 Neither Party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the Parties including strike, lockout, pandemic or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

31.0 Survival

- 31.1 The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, sections 7.4, 7.6, 7.9, 8.2, 10.1, 11.1 (to the extent that the Recipient has not provided the Reports or other report as may have been requested to the satisfaction of the Ministry), 11.3, 11.5, 11.6, 13.1, and 13.2, Articles 14.0 and 16.0, section 18.2, Articles 20.0 and 21.0, section 22.1(a), Articles 23.0, 24.0, 25.0, 28.0, 31.0, 32.0 and 34.0.
- 31.2 Section 7.5 will continue in full force and effect for a period of five years from the date of expiry or termination of the Agreement.
- 31.3 Section 11.4 will continue in full force and effect for a period of seven (7) years from the date of commencement of the Funding Year to which the accounts, records, invoices and other documents relate.
- 31.4 Sections 13.3 and 15.5 will continue in full force and effect following the termination or expiry of the Agreement.

32.0 Schedules

- 32.1 The following are the schedules attached to and forming part of this Agreement:
- a) Schedule A (Service Plan)
 - i. Schedule "A" - Appendix 1 – Governance Requirements
 - ii. Schedule "A" - Appendix 2 – Skills-Based Board Matrix
 - iii. Schedule "A" - Appendix 3 – Programs and Services Schedule
 - b) Schedule "B" (Budget)
 - c) Schedule "C" (Payment Plan)
 - d) Schedule "D" (Reporting Schedules)

33.0 Assignment

- 33.1 Neither this Agreement, nor any of the rights or obligations of the Parties arising under this Agreement, shall be transferable or assignable by any Party to any third party without the prior written consent of the other Parties.
- 33.2 Notwithstanding the generality of all of the foregoing, the Ministry may assign this Agreement, or any rights, duties, functions or obligations hereunder to any Ministry or Agency of the Government of Ontario, without requiring the consent of the other Parties hereto, provided that any assignment of rights, duties, functions or obligations shall continue to bind any such assignee.

34.0 Entire Agreement

34.1 This Agreement, together with the attached schedules listed in section 32.0 of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

34.2 Except as otherwise provided for in this Agreement, this Agreement may only be modified by a written agreement duly executed by the parties.

IN WITNESS WHEREOF the parties have executed this agreement made as of the date first written above.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO
As represented by the Ministry of Health and Long
Term Care**

per:

Apr 13 / 18
Date

[Signature]
PHIL GRAHAM
DIRECTOR, PRIMARY HEALTH CARE BRANCH

Family Health Team of Hamilton Inc.

per:

MAR 26 2018
Date

[Signature]
Name: DR. CLAWAYE AYENI
Position: BOARD CHAIR
"I have authority to bind the corporation"

[Signature]
Witness:

per:

MARCH 27 / 18
Date

[Signature]
Name: TERRY MCCARTHY
Position: EXECUTIVE DIRECTOR
"I have authority to bind the corporation"

[Signature]
Witness

SCHEDULE “A”

SERVICE PLAN

1. Core Services

- The core mandate of the Recipient is to advance the goals of building and expanding a high-quality primary health care system that is centered on the person, ensures patients receive timely access, together with proactive, integrated, and coordinated community-based comprehensive care within the respective regions of recipients.

2. Access Requirements

- The Recipient must ensure stable and fixed hours of operation to allow for patient access and predictability;
- The Recipient must ensure that patients are made aware of hours of operation through clearly visible clinic signage, voicemail, patient pamphlets, practice website and other means;
- The Recipient must ensure patients with urgent health conditions have the ability to receive timely access to care.

3. Digital Health Requirements

- The Recipient must make reasonable efforts within the Budget included in Schedule “B” to ensure the option of email communication is available to patients;
- The Recipient must implement tools and practices for the protection of personal health information (PHI), including education to staff about a health information custodian’s notification obligations under the *Personal Health Information Protection Act, 2004* where PHI is stolen or lost or where the collection, use, disclosure, retention or disposal of PHI is unauthorized.

4. Quality Improvement

- The Recipient is required to submit a Quality Improvement Plan annually to Health Quality Ontario and the Ministry of Health and Long Term Care;
- The Recipient shall engage with its Affiliated Physician Group to participate in the development and implementation of the Recipient’s Quality Improvement Plan.

5. Service Delivery and Planning

- The Recipient is required to deliver programs aligned with Ministry priorities and based on a community needs assessment, in consultation with the LHIN(s) and other partners where the Recipient is situated;
- The Recipient is required to have a process in place to ensure patient and community input into its planning and priorities;
- The Recipient is required to partner and consult with the LHIN and participate in LHIN Sub-Region planning, including planning and integrating programs and services to improve access to interprofessional health providers and health human resource planning.

SCHEDULE “A”

Appendix 1 - Governance Requirements

A. General

As a condition of continued Funding, the Recipient shall ensure that it maintains a written governance structure that, at a minimum, includes provisions that address the following matters:

1. The admission, withdrawal and expulsion of members which is consistent with the terms and conditions of the Agreement;
2. An approval and review process for the hiring and termination of Recipient Personnel;
3. Any decision of the Recipient to terminate the Agreement;
4. A process for a monthly review and assessment of the Service Plan to determine compliance with the terms and conditions of the Agreement and an action plan for improvement when necessary;
5. A process to identify and manage actual, potential, or perceived conflicts of interest with regard to the Service Plan and all members, Directors, and Recipient Personnel associated with the Service Plan in whatever capacity and an established protocol to disclose in writing to the Ministry without delay any situation that could, or could be seen to, be reasonably interpreted as an actual, potential or perceived conflict of interest;
6. The Recipient shall use its best efforts to ensure that its board of directors possess skills in the following areas: strategic planning, clinical skills, program development, adequate finance, risk management, human resources, and planning. If the Recipient has identified gaps in these skills, it shall make best efforts to address gaps through education or by retaining external expertise. The Recipient shall provide an updated attestation in the form attached as Schedule “A” - Appendix 2 with each Annual Financial Report; and
7. A process to: (i) engage the community of diverse persons and entities served by the Recipient about the Family Health Team on an ongoing basis, including about the Service Plan and during the development of the Annual Plan (required under Schedule “D”), and (ii) consider the results of this community engagement when making decisions in respect of the FHT.

B. FHT – Operational Requirements

The Recipient shall:

1. Adopt and implement information management protocols that give due regard to appropriate patient confidentiality and are consistent with this Agreement and applicable law.
2. Through primary care programs, services and strategic partnerships, make best efforts to deliver high-quality, equitable and continuous services and programs that are comprehensive, evidence- informed, culturally competent and appropriate. Services and programs should address the linguistic and cultural needs of the population being served, and to advance health equity through efforts to reduce health disparities related to language, Indigenous origin and newcomer status.

C. Dispute Resolution

1) Autonomous Family Health Team

- The Recipient acknowledges it is an autonomous self-governing corporation with a Board of Directors responsible and accountable for the management and quality of care delivered by their organization. Each Recipient is fully responsible for determining its own governance arrangements within the Ministry framework as described in the Schedule “A” - Appendix 2.
- The Recipient shall develop and maintain its own mechanisms for complaints and dispute resolution for the Board, Personnel, Affiliated Physician Group, patients and the public. The Recipient acknowledges that internal and external complaints and disputes pertaining to administration and service are the sole responsibility of the Recipient to resolve and manage without the involvement of the Ministry.

2) Public Complaints and Dispute Resolution:

- A person receiving services funded pursuant to this Agreement has the right to be informed of the policies affecting the operation of the Recipient and the procedures for initiating and resolving complaints.
- The Recipient shall develop and maintain a complaint and dispute resolution process concerning the matters involving:
 - a decision that a person is not eligible to receive services;
 - a decision to terminate the provision of services to a person;
 - an allegation regarding misconduct by Recipient Personnel or independent contractor retained or engaged by the Recipient.

SCHEDULE "A"
Appendix 2 - Skills-Based Board Matrix

Schedule A-Appendix 2 Family Health Team of Hamilton Inc.							
Skills-Based Board Matrix							
<u>Board Members</u>	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Name							
Current Position on FHT Board							
Years on FHT Board							
Knowledge, Skills, Experience Indicate your knowledge, skills and experience for each category: <ul style="list-style-type: none"> • Advanced = 3 • Good = 2 • Fair = 1 • None = 0 	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Strategic Planning							
Clinical Skills*							
Program Development							
Human Resources Management							
Financial Management/Audit							
Risk Management							
Quality Improvement							
Performance Measurement							
Governance/Accountability Management							
Other** (specify)							
Other** (specify)							
Other** (specify)							
Comments (optional)							
*Clinical skills that could come from clinicians affiliated with the FHT or from elsewhere in the community							
**Other categories can include Legal, Dispute Resolution, Conflict of Interest, Public Complaints, IT, Community Relations, Capital Planning							
Where there are gaps in the categories above (i.e. score of 0 or 1 for all board members), how does the organization plan to acquire these skills in other ways? E.g. community members/external resources on board committees, or special advisors to support the board.							

SCHEDULE "A"
Appendix 3 - Programs and Services
Hamilton Family Health Team
Beginning 2018-2019

Schedule A - Appendix 3 FHT Programs and Services

Access and Integration											
Enrolment											
Target Enrolment for March 31, 2019										290 000	
Target Unattached Patient Enrolment for March 31, 2019										We do not collect this data	
Same Day/Next Day											
Target % of patients offered appointments by physician on same/next day										50%	
Target % of patients offered appointments by IHP on same/next day										n/a	
House Calls											
Target % of physicians providing house call visits										As per FHO agreement	
Target # IHP house call visits (/100 patients)										100 (provided as needed)	
Programs/Services											
Program Name	Type	Priority	Staff Involvement	Program Description	Goal	Target Population	Target # of Patients	Objectives	Program Activities	Performance Measures	Performance Targets
Child Health	Health Promotion	Other	0.5 FTE Public Health Nurse (Secondment), 4.88 FTE NP, 14.92 FTE RN, 0.14 FTE RPN (Practice Based) Stats for this Outreach Team now reflect the total number of patients seen across the community by the interagency team.	Vision: For all children to have optimum health. Mission: To support our family practice teams in the delivery of care that promotes healthy children and families in our community.	Support HFHT practices in the delivery of comprehensive well child care focused on health promotion and disease prevention	Children of HFHT practices ages 0-18	60000 (approx. number of patients within the HFHT under age 18)	1) Implement enhanced 18 month well baby visit across the HFHT 2) Support routine screening and healthy child development (physical and mental) 3) Initiate pilot project around interprofessional care of high risk families through prenatal and postnatal period.	<ul style="list-style-type: none"> • Encourage practices to implement the enhanced 18 month visits and ensure processes are in place to ensure all eligible children receive the visit. • Encourage use of Rourke, Nipissing and WHO growth charts at key developmental milestones. • Encourage practices to assess and utilize nutrition screening post partum and during transition to solids in order to embed healthy eating practices in families at an early age. • Provide practice nurses with ongoing professional development and one-on-one teaching around well baby/child/youth assessment and appropriate community resources. • Advocate with EMR developers to maintain up-to-date screening tools. • Promote positive parenting, literacy, attachment and brain health. • Collaborate with community partners on a range of initiatives aimed at promoting healthy development of children and families in our community. Activities include Outreach Mental Health Support to Routes Youth Centre in Dundas, Participation in a Community Wide Family Check-up Pilot for high risk 2-3 years olds and initiation of a Family Check-up Pilot for grade 6-7 Youth and Families in Dundas. 	1) % of practices completing the enhanced 18 month visit 2) % of practices implementing nutrition screening post partum and during 4-12 month period. 3) # of practices participating in the pilot project and # of families included in the program	1) 90% 2) 25% 3) 3 practices involved, 3 families identified for the project in each practice

Palliative Care	Acute/Episodic	Palliative Care	HFHT resources: 0.6FTE RN (Program Specific), 1.95 FTE NP, 5.97 FTE RN, 0.05 FTE RPN (Practice Based), 0.3 FTE Palliative Care Physician (AFP Funded). Community Partner Resources: 3 FTE APN CCAC, 0.2 FTE CNS Bob Kemp, 1 FTE Clinical Navigator Good Shepherd, 3 FTE Psychosocial Bereavement CCAC/Good Shepherd	Vision: that all patients with palliative care needs have access to timely, quality, patient centered and coordinated care. Mission: To positively impact the experience of life limiting illness and ease the transitions through supporting the family practice team in proactive, comprehensive care planning and timely therapeutic intervention.	Support Primary Care across the community in the delivery of quality, timely comprehensive services to support those with palliative needs	Patients requiring palliative care support with chronic, progressive life-limiting conditions, including cancer, CHF, COPD, renal disease and progressive neurological disorders.	800	<ol style="list-style-type: none"> 1) To provide access to an expert Palliative Care Resource Team to all practices and patients within the HFHT. 2) To work with community partners, contributing HFHT resources, to a collaborative community delivery model that ensures equitable access to, and consistent resources across the entire community (HFHT and non-FHT patients). 3) To encourage practices to identify patients with palliative care needs early in the illness trajectory. 4) To support practices in the development and implementation of comprehensive care plans for palliative patients mitigating crisis at end of life and unnecessary hospitalizations. 	<ul style="list-style-type: none"> • Complete home or practice based visits to palliative patients and work closely with the family practice team to ensure recommendations of the Resource Team are implemented and followed up. • Maintain the family physician as the MRP at all times while offering ease of visit/telephone consultation support with a capacity building focus. • Work with community partners in an integrated team, CCAC, Juravinski Cancer Centre, Visiting Nursing Agencies, and Dr. Bob Kemp Hospice to support patient care needs, ease transitions and prevent unnecessary hospitalization. • Develop, implement and promote education programs to build family practice capacity in palliative care. 	<ol style="list-style-type: none"> 1) % of patients satisfied with the services provided by the palliative care resource team 2) % of patients who have passed away at home or in location of choice and have had their care needs met by their primary care team in collaboration with the palliative care resource team 	<ol style="list-style-type: none"> 1) 90% 2) 80%
Lung Health	Chronic Disease Management	Lung Health	1.6 FTE RN, CDE (Program Specific)	Vision: For all patients with Asthma and COPD to achieve optimum health through effective intervention and management. Mission: To support our family practice teams in the diagnosis and management of patients with Asthma and COPD.	Support HFHT practices in the delivery of care to Asthma and COPD patients and to build capacity in practices to optimally manage that care	Patients with Asthma or COPD or with symptoms consistent with Asthma or COPD and requiring diagnosis/intervention.	1200	<ol style="list-style-type: none"> 1)To provide access to lung health services to all HFHT practices. 2)To encourage core area practices where incidence of lung health concerns are greatest to access the service and implement measures to better support their patients with lung health issues. 3)To support practices in ongoing maintenance and management of lung health registries. 4) To work with community partners , St. Joes Firestone Institute and Caring for my COPD to develop an integrated approach to Lung Health in the Community avoiding duplication of service and increasing capacity and access to service. 	<ul style="list-style-type: none"> • Direct support to practices in developing registry of patients with Asthma or COPD or symptoms consistent with such. • Identification of patients appropriate for Lung Health Program. • Provision of Spirometry testing, lung health assessment, asthma education and medication management with reporting direct to family physician for diagnosis and follow-up. • Educational support to family practice around medications, latest interventions, treatment planning and management with a capacity building focus. 	<ol style="list-style-type: none"> 1) # of practices providing lung health services 2) % of Code Red Practices providing lung health services 3) % of practices that have developed and maintain patient registries for COPD and Asthma 4) Planning table assembled and working towards goal of integrated service delivery. 	<ol style="list-style-type: none"> 1) 100 2) 95% 3) 80%
Nutrition Counselling (groups, SMAs, individual, family counselling)	Health Promotion	Obesity/Nutrition	7.5 fte RDs	Nutrition groups, assessment, intervention and health behavior change	Improved nutritional status, Behavior changes	<ul style="list-style-type: none"> • Patients whose health would be improved through health behaviour changes • Individuals with/at risk of diabetes 	<ul style="list-style-type: none"> • 4500 new referrals (are only able to track new referrals) 	<ol style="list-style-type: none"> 1) Increase nutrition knowledge 2) Increase confidence 3) Health behaviour change 4) Improve care for patients with diabetes 5) Address malnutrition and anemia 	<ul style="list-style-type: none"> • Group Treatment • Individual nutrition assessment • Treatment recommendations and counseling 	<ol style="list-style-type: none"> 1) Completion rate of group sessions 2) Goal Development and Confidence Measures used in group treatment 3) Therapeutic Alliance, Goal Development and Confidence Measures used for individual nutrition counselling 	<ol style="list-style-type: none"> 1) 60% Completion 2) 80% on both 3) 90% Therapeutic Alliance; 80% Goals; 75% Confidence

Diabetes	Chronic Disease Management	Diabetes	•7 FTE Pharm •10 FTE RD •0.6 PA	Mission: To support the development, improvement, and promotion of systematic diabetes care across the HFHT organization.	• Provide education and strategies for patient self-management of their diabetes • Pharmacologic and lifestyle optimization for the management of diabetes and reduction of CV risk	Patients with or at risk of diabetes or cardiovascular disease who would benefit from lifestyle or medication management and prevention	19000	1) Provide excellent team based care 2) Provide ongoing training for staff 3) Support a variety of care modalities 4) Support data collection for QIPs	•Individual appointment with pharmacists, dietitians or nurses using medical directives to provide collaborative care • Groups: Living Well, practice based, conversation maps • Foot care • Shared Medical Appointments • IT support for registries and stamps/custom forms	1) Individualized targets for HbA1c, BP and Lipids 2) Patient seen by a diabetes educator at least once annually. 3) Identification of Patient-Centered Goal	1) Conservatively, 70% for A1c, BP and LDL at patient's own target. However, first step will be to establish a mechanism to collect data across the HFHT and establish a baseline. 2) and 3) Baseline to be established in the first 2 quarters of the year and then to identify targets
Mental Health - Group, Individual, Family and Couple Counselling	CDPM	Mental Health	•• 52.3 FTE SW	•Strengthen the primary care team's ability to detect, assess and treat mental health concerns • provide patients with integrated physical and mental health care	• Maximize access to mental health care through use of evidence based groups • Reduce social isolation and stigma • Improve skills, increase functioning and reduce mental health symptoms	• Patients experiencing mental health symptoms or psychosocial difficulties of sufficient severity to significantly interfere with functioning	• 9400 new referrals	• increase detection and early intervention • increase confidence, self efficacy and improvement in symptom and functioning	• a range of MH evidence based groups • individual, couple and family counselling • system navigation support • MH capacity and support to primary care team	1) Completion rate of group sessions 2) Clinical Measures specific to each type of group 3) Therapeutic Alliance, Goal Development and Confidence Measures used for individual/couple/family mental health counselling	1) 55% 2) 90% improvement based on statistical analysis 3) 90% Therapeutic Alliance; 80% Goals; 70% Confidence
Substance Use Provider Consultation and Patient Counselling	Health Promotion	Addictions	• 1.5 FTE SW	•Strengthen the primary care team to detect, assess and treat problematic substance use • integrate substance use education and supports into overall primary care	• Reduce problematic substance use and associated harms	• Patients experiencing problematic substance use	• 400 New Referrals • 120 Indirect Consultations	1) Increase provider knowledge and skills related to substance use and addiction 2) Increase detection, assessment and treatment 3) Increase patient confidence, self efficacy and health behaviour change	• Work with DrinkWise Group • Work with DaVinci Integrated Care Pathway Group • Work with Family Support Group • Indirect consultation for primary care providers • Assessments and system navigation • Counselling	1) Clinical Tools specific to Drinkwise and DaVinci groups 2) Therapeutic Alliance, Goal Development and Confidence Measures used for individual/couple/family mental health counselling	1) 70% improvement based on statistical analysis 2)) 90% Therapeutic Alliance; 80% Goals; 70% Confidence
Chronic Pain/Addictions	Chronic Disease Management	Smoking/Addictions	1.0 FTE Pharmacist	Presently mostly related to the provision of individual consultation with pharmacists.	• Facilitate strategic management of opioids • Pharmacologic optimization	People receiving an opioid chronically for the management of their pain.	750 encounters	1) Provide excellent team based care 2) Provide ongoing training for staff 3) Support a variety of care modalities 4) Increase collaboration with external agencies including Michael G. DeGroote Pain clinic	• Individual appointments with pharmacists • Chronic pain workshops done in collaboration with the LHIN and supplemented by physiotherapy • Individual appointments with pharmacists	1) Number of visits	1) 750
Smoking Cessation	Health Promotion	Smoking/Addictions	1.2 FTE Pharmacist	Mission: Smoke-free Hamilton	• Increase by 20% the training of nurses in the provision of smoking cessation services • Increase (10%) capacity for seeing patients re: smoking cessation • Increase access by providing group visits	Patients who smoke	2000 encounters 700 new patients	1) Increase by 20% the training of nurses in the provision of smoking cessation services 2) Increase (10%) capacity for seeing patients re: smoking cessation 3) Increase access by providing group visits	• Individual appointments with pharmacists and nurses using medical directives to help patients stop smoking using pharmacotherapy (nicotine replacement therapy, bupropion, varenicline) • Practice-based groups for smoking cessation • Individual appointments with pharmacists and nurses using medical directives to help patients stop smoking using pharmacotherapy (nicotine replacement therapy, bupropion, varenicline) • Practice-based groups for smoking cessation	1) Quit rate after 3 months 2) Quit rate after 12 months	1) 37% 2) 35%
Services	Type	Priority	Staff involvement	Program Description	Goal	Target Population	Target # of Patients	Objectives	Program Activities	Performance Measures	Performance Targets
Acute/Episodic Care	Acute/episodic care		12.67 FTE NP, 38.81 FTE RN, 0.36 FTE RPN, 1.6 FTE Chiroprapist, 0.4 FTE Psychologist, 4.0 FTE CDMP Coordinator, 0.35 FTE Fitness Consultant, 3.0 FTE PA			All HFHT patients	All HFHT patients		• Supporting all practices in optimal utilization of the interprofessional team to achieve full scope of practice and leverage capacity. • Supporting all practices in achieving optimal patient access to care through implementing day of choice scheduling processes. • Supporting all practices in adopting and maintaining a preventative, population health focus through managed care processes.	1) % of patients having timely access to acute, episodic and preventative primary care services supported by the collaborative interprofessional team.	1) 100 %

SCHEDULE "B"
Budget
Hamilton Family Health Team
Beginning 2018-2019

Human Resources	Full-Time Equivalent (FTE)	Base Funding
Family Health Team - Management and Administrative Personnel	47.10	n/a
Family Health Team - Interdisciplinary Providers	175.00	n/a
Total Salaries		\$ 15,165,926
Total Benefits		\$ 3,033,185
Recruitment and Retention		\$ 1,467,700
Total Salaries and Benefits		\$ 19,666,811
<i>Specialists</i>		
Specialists Compensation (\$604/Session)	n/a	1,190,146
Total Specialist Compensation		\$ 1,190,146
Total Human Resources		\$ 20,856,957
Operational Overhead		Base Funding
<i>Physician Consulting</i>		
Physician Consulting	n/a	\$ 25,000
Sub-Total Physician Consulting		\$ 25,000
<i>Ongoing Overhead</i>		
Family Health Team Overhead (Global)	n/a	\$ 2,526,696
Sub-Total Ongoing Overhead		\$ 2,526,696
Total Overhead Costs		\$ 2,551,696
Overhead & Human Resource Funding		\$ 23,408,653
Adjustment		\$ (216,559)
Total Overhead & Human Resource Funding		\$ 23,192,094
Total Human Resources, Overhead		\$ 23,192,094

SCHEDULE "C"
Payment Plan
Hamilton Family Health Team
Beginning 2018-2019

The ministry has granted to the "Recipient"	\$	23,192,094
for the implementation of the Plan. This amount will be deposited in:		
Bank:	TD Canada Trust	
Address:	100 King Street West, Hamilton ON L8P 4W9	
Account Name:	FHT of Hamilton Inc.	
Branch Transit Number:	25122	
Institution Number:	004	
Account Number:	02005249408	
The payment amount for the Plan will be allocated as follows:		
Total Funding Amount	\$	23,192,094
Total Payment Amount	\$	23,192,094

Date	Payment ¹	
April 2018	\$	1,932,675
May 2018	\$	1,932,675
June 2018	\$	1,932,675
July 2018	\$	1,932,675
August 2018	\$	1,932,675
September 2018	\$	1,932,675
October 2018	\$	1,932,675
November 2018	\$	1,932,675
December 2018	\$	1,932,675
January 2019	\$	1,932,675
February 2019	\$	1,932,675
March 2019	\$	1,932,669
TOTAL PAID	\$	23,192,094

¹ The ministry may adjust the payments listed in this column

**SCHEDULE “D”
Reporting Schedule**

Definitions

For the purposes of this Schedule, the following words shall have the following meanings:

“**Quarter**” means either Q1, Q2, Q3 or Q4.

“**Q1**” means the period commencing on April 1st and ending on the following June 30th.

“**Q2**” means the period commencing on July 1st and ending on the following September 30th.

“**Q3**” means the period commencing on October 1st and ending on the following December 31st.

“**Q4**” means the period commencing on January 1st and ending on the following March 31st.

Name of Report	Reporting Period	Due Date
1. Quarterly expenditure reports in every Funding Year	Q1 Q2 Q3 Q4	July 31 October 31 January 31 April 30 of the following Funding Year
2. Quarterly program and service reports in every Funding Year	Q1 Q2 Q3 Q4	July 31 October 31 January 31 April 30 of the following Funding Year
3. Quality Improvement Plan	Annual	April 1 (submitted to Health Quality Ontario and Ministry)
4. Audited Financial Statements for the Recipient in every Funding Year	For the entire Funding Year	June 30 of the following Funding Year
5. Audited Statement of	For the entire	June 30 of the following

Name of Report	Reporting Period	Due Date
Revenue and Expenditures Report (ASRER) in every Funding Year	Funding Year	Funding Year
6. Annual Report in every Funding Year	For the entire Funding Year	As directed by the Ministry

Report Details:

1) Financial Reports

The Recipient shall prepare and submit all financial reports as directed by the Ministry.

2) Program and Service Reports

The Recipient shall submit the program and service reports using a reporting system and containing the details as directed by the Ministry.

3) Quality Improvement Plans

The Recipient shall prepare the Quality Improvement Plan in accordance with Health Quality Ontario guidelines.

4) Audited Financial Statement

The Recipient shall prepare the audited financial statement in accordance with Canadian generally accepted accounting principles, and attested to by a licensed public accountant.

5) Audited Statement of Revenue and Expenditures Report

The Recipient shall prepare the audited statement of revenue and expenditures report as directed by the Ministry.

6) Annual Plan

The Recipient shall provide an annual plan report that includes at a minimum the following requirements:

- I. The Recipient's progress to achieving the goals set out in the Service Plan (including their success in reaching enrolment commitments, implementing programs, the role of interprofessional providers in program delivery, progress in capital or IT initiatives, new linkages forged with community organizations and/or academic institutions, and/or any other significant accomplishments achieved over the course of the Funding Year);
- II. Communication of achievements and future plans to patients and the broader community; and,
- III. The final program report is signed on behalf of the Recipient by such number of signing officers as the Ministry may require.

