

APPENDIX C
as amended January 1, 2006

**FAMILY HEALTH NETWORK
CONTRACTED PHYSICIAN DECLARATION**

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

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

SECTION ONE: FHN CONTRACTED PHYSICIAN DECLARATION	
<p>In the event the FHN Contracted Physician is a natural person, please complete the box below:</p>	<p>In the event the FHN Contracted Physician is a Medicine Professional Corporation please complete the box below:</p>
<p>IN CONSIDERATION of the Ministry and the Family Health Network (the “FHN”) entering into the Family Health Network Agreement (the “Agreement”) under which the Ministry shall remunerate the undersigned physician and the FHN for the services to be provided as set out under the Agreement, the undersigned physician, [insert name of physician] hereby declares and acknowledges as follows:</p>	<p>IN CONSIDERATION of the Ministry and the Family Health Network (the “FHN”) entering into the Family Health Network Agreement (the “Agreement”) under which the Ministry shall remunerate [insert name of Medicine Professional Corporation] and the FHN for the services to be provided as set out under the Agreement, [insert name of Medicine Professional Corporation], a body corporate duly incorporated under the laws of the Province of Ontario, hereby declares and acknowledges as follows:</p>

1. The undersigned has received a copy of the Agreement and have reviewed and fully understand the terms of the Agreement. The undersigned agrees to be bound by all applicable terms of the Agreement.
2. As long as the undersigned is a FHN Contracted Physician the undersigned shall not claim directly or indirectly, or accept payment, or authorize any person to claim for or accept payment from the Ontario Health Insurance Plan (the “**Plan**”) or from any other person, for any FHN Services provided to Enrolled Patients other than as provided in the Agreement.
3. The undersigned acknowledges and agrees that all payments to be made under the Agreement shall be made to the bank account specified by the FHN Physicians in accordance with the Governance Requirements as defined and as set out in the Agreement.

4. In the event that the undersigned breaches any of the claim, payment or funding provisions set out in the Agreement, or where the undersigned owes a debt to the Minister for any other reason,
- (a) the Ministry may retain, by way of deduction or set-off, out of any money that is due and payable to the undersigned by the FHN under the Agreement, all or part of such money as the Ministry sees fit in the circumstances; and
 - (b) the General Manager may retain, by way of deduction or set-off, under the Health Insurance Act, out of any money that is due and payable to the undersigned by the FHN or by the Plan, all or part of such money as permitted by that Act and the Agreement.

In the event that the General Manager does retain by way of a deduction or set-off any money due and payable to the FHN as a result of such debt of the undersigned, the FHN shall be entitled to deduct such amounts from any amounts payable to the undersigned by the FHN.

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

Dated at _____ this _____ day of _____, _____.

Name _____
Billing Number _____
Office Address _____

Fax Number _____
Phone Number _____
Name of FHN _____

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

Signature: Physician

Witness

OR

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

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

1. The [insert name of corporation] is a corporation duly incorporated and validly subsisting pursuant to the laws of Ontario;
2. The [insert name of corporation] has full power and authority to enter into this Agreement and to observe, perform and comply with the terms and conditions of this

Agreement, and all necessary action and procedures have been taken in order to enter into and authorize this Agreement; and

3. The [insert name of corporation] holds and shall continue to hold all registrations and certificates necessary to carry on business in Ontario and to perform its obligations under this Agreement.

Signature: Authorized Signing Officer

Witness

Name & Title: _____

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

AND

SECTION TWO: SHAREHOLDER ACKNOWLEDGEMENT

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

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

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

List Names of each voting shareholder:

Name:

Witness

Name:

Witness

Etc.

AND

SECTION THREE: LEAD PHYSICIAN DECLARATION
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I, _____ (Lead Physician), confirm that _____ (Physician) has received a copy of the Agreement and the FHN Governance Documents and by the signing of this Appendix has agreed to be bound by them. I agree on behalf of the FHN to provide to the Ministry such information as may be reasonably required for the purposes of this Appendix.

Signature: Lead Physician

