

 <p style="text-align: center;"><i>North York</i> Family Health Team</p> <p style="text-align: center;">BOARD POLICIES & PROCEDURES</p> <p style="text-align: center;">FINANCE & AUDIT</p>	<p>Policy Number: FNC – 18</p>
	<p>Approval Date: June 2018</p>
	<p>Date Reviewed:</p>
<p>SECTION: Finance Policies</p>	
<p>SUBJECT: Limitations of Liability</p>	

A. Policy

As per the North York Family Health Team (NYFHT) funding agreement with the Ministry of Health and Long-term Care (MOHLTC), the NYFHT will have or maintain the following items in order to limit the liability to the MOHLTC:

1. In no case shall the NYFHT, or any employee, agent or subcontractor of the NYFHT, be entitled to bill the Ministry, a patient or any other person or entity, for services funded pursuant to the Agreement, unless specifically authorized in accordance with the terms and conditions herein.
2. The NYFHT 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.
3. The NYFHT shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Agreement resulting from the actions of the NYFHT directors, officers, NYFHT Personnel, and subcontractors, with the exception of the physician services provided by Affiliated Physicians. This shall survive the termination or expiry of the Agreement.
4. Insurance:
 - 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 NYFHT’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);
 - 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 the 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 NYFHT 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.
- e. The NYFHT shall for the duration of the Agreement maintain professional liability insurance in respect of itself and the professional NYFHT Personnel, with the exception of NYFHT 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 NYFHT’s involvement in the Service Plan.
- f. If requested by the Ministry, the NYFHT shall provide the Ministry with satisfactory proof of insurance including proof that the above requirements have been included in the policy.
- g. If the NYFHT 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 Ministry.

Attachment: A letter from the WSIA indicating the NYFHT is not subject to the WSIA.



Board Chair