

**THIS AGREEMENT** made this     day of September, 2015

**BETWEEN:**

**THE MANITOBA PUBLIC INSURANCE CORPORATION**  
**(“Manitoba Public Insurance”)**

-and-

**DOCTORS MANITOBA**  
**(“Doctors Manitoba”)**

**WHEREAS:**

- (a) Doctors Manitoba is a non-profit professional organization, with, among other things, a mandate to negotiate fees for physician services in the Province of Manitoba;
- (b) Manitoba Public Insurance is a corporation created pursuant to the provisions of *The Manitoba Public Insurance Corporation Act*, C.C.S.M. c. P215; and,
- (c) Doctors Manitoba and Manitoba Public Insurance wish to enter into an understanding with respect to the provision of certain physician services as they relate to their mutual business affairs, as indicated herein (the “Agreement”);

**NOW THEREFORE**, in consideration of the foregoing recitals, terms, conditions and covenants contained herein, it is hereby agreed as follows:

**ARTICLE 1 – TERM OF AGREEMENT**

- 1.01 The term of this Agreement shall commence as of January 1, 2016, and shall continue until December 31, 2020 (the “Term”).
- 1.02 Upon expiration of the Term, this Agreement shall continue in full force and effect until the Agreement is terminated or renegotiated pursuant to Article 7 or amended pursuant to sub-article 11.07 of this Agreement.

**ARTICLE 2 – PURPOSE AND SCOPE**

- 2.01 The purpose of this Agreement is to set out the compensation payable by Manitoba Public Insurance to physicians who provide services with respect to, and on behalf of, Manitoba Public Insurance’s claimants (the “Services”) and to set out other requirements related to the provision of the Services by physicians.

**ARTICLE 3 – COMPENSATION**

- 3.01 Fees for the Services that a physician provides to the reasonable satisfaction of Manitoba Public Insurance shall be payable by Manitoba Public Insurance to

physicians as of the dates and at the rates indicated in Schedule “A” attached hereto and forming part of this Agreement.

- 3.02 The parties understand and agree that in the event that the physician does not provide the Form Report to Manitoba Public Insurance within twenty-eight (28) days of the date of examination of the claimant, Manitoba Public Insurance no longer requires the Form Report and shall not be under any obligation to pay for it, unless otherwise approved by Manitoba Public Insurance.
- 3.03 Where requested and pre-approved by Manitoba Public Insurance a physician provides a service or other information distinct from the Services outlined in this Agreement, the physician shall charge Manitoba Public Insurance at his/her applicable hourly rate or as otherwise agreed by the physician and Manitoba Public Insurance.
- 3.04 Physicians shall submit reports and invoices for the Services by regular mail directly to Manitoba Public Insurance, or uploaded electronically to a website link provided by Manitoba Public Insurance. The original of a form report is not required by Manitoba Public Insurance.
- 3.05 Invoices shall include the:
- (a) name of the physician providing the Services;
  - (b) claimant name, claim number and claimant date of birth;
  - (c) dates of the Services performed; and,
  - (d) name/tariff of Services provided and total amount due.
- 3.06 All Services listed on an invoice shall be completed by the physician prior to submitting an invoice to Manitoba Public Insurance. All invoices shall be in writing and satisfactory to Manitoba Public Insurance, acting reasonably.
- 3.07 Manitoba Public Insurance shall pay the physicians’ invoices due within thirty (30) days after the receipt and approval of an invoice.
- 3.08 Manitoba Public Insurance shall provide to physicians, at no cost, access to the blank forms via a website link, a reasonable number of paper copies upon a request, or via any other means mutually agreeable with the physician.

#### **ARTICLE 4 – INFORMATION**

- 4.01 Throughout the Term, Manitoba Public Insurance shall keep a record of the number of Services submitted and provided by physicians and the costs charged to Manitoba Public Insurance for same by using registered physician account numbers. In so doing, Manitoba Public Insurance shall distinguish between each category of the Services provided by physicians and further distinguish between Form Reports provided within fourteen (14) or less and fifteen (15) to twenty-eight (28) days.

- 4.02 Subject to any restrictions imposed by law, Manitoba Public Insurance shall provide the information referred to in sub-article 4.01 to Doctors Manitoba by December 1 in each year of the Term of the Agreement.

## **ARTICLE 5 – PHYSICIANS’ OBLIGATIONS**

- 5.01 Doctors Manitoba acknowledges and understands that each physician is expected to provide the Services in compliance with all applicable legislation (including regulations) and professional rules and directives related to all aspects of their medical practice (collectively referred to as “Practice Standards”). It is further acknowledged that, in addition to exercising any other rights or remedies available to it under law or this Agreement, Manitoba Public Insurance may report any breach or violation by a physician of Practice Standards to the College of Physicians and Surgeons of Manitoba (the “Governing Agency”).
- 5.02 Manitoba Public Insurance acknowledges that conflicts of interest (as defined in the physicians’ Practice Standards) related to performance of the Services are governed by the Governing Agency. Doctors Manitoba shall inform its members that, if a physician has any doubt whether there is, or could be, a conflict of interest in providing the Services, or whether they can objectively provide the Services, that the physician shall immediately advise Manitoba Public Insurance with full details in order for Manitoba Public Insurance to participate in resolving the issue.

## **ARTICLE 6 – CONFIDENTIALITY AND PRIVACY**

### **Recommendations to Members**

- 6.01 Doctors Manitoba acknowledges that, and shall inform its members that Manitoba Public Insurance is subject to the provisions of *The Freedom of Information and Protection of Privacy Act*, C.C.S.M. c. F175 (“FIPPA”) and *The Personal Health Information Act*, C.C.S.M. c. P33.5 (“PHIA”).
- 6.02 Doctors Manitoba shall recommend that its members handle personal information (as that term is defined in FIPPA) provided to them by Manitoba Public Insurance as follows:
- (a) that each physician shall use personal information only for the purposes related to the Services they provide;
  - (b) that each physician shall only disclose personal information to those of their employees that need to know the personal information in order to provide the Services, and that disclosure, when given, shall be to the minimum amount of personal information necessary to accomplish the task;
  - (c) that each physician shall comply with all reasonable directives given to them by Manitoba Public Insurance, with respect to safeguarding, or otherwise

ensuring the confidentiality, of any of the personal information disclosed to it by Manitoba Public Insurance; and

(d) that each physician shall not reproduce the personal information, in any format, without express prior written consent of Manitoba Public Insurance.

6.03 Doctors Manitoba shall recommend that its members handle access requests for personal health information (as that term is defined under PHIA) as follows:

(a) If a physician receives a request from a claimant for access to personal health information, the physician may choose to directly respond to the request or may choose to transfer the request (and the responsibility to respond) to Manitoba Public Insurance.

(b) If the physician decides to respond directly to the access request, the physician shall notify Manitoba Public Insurance of this decision prior to responding, and prior to sending any personal information, to the claimant.

(c) If the physician transfers the request to Manitoba Public Insurance, then Manitoba Public Insurance will handle the response to the claimant. Manitoba Public Insurance will notify the physician if and when the personal health information has been provided to the claimant as part of the response.

6.04 In addition to exercising any other rights or remedies available under law or this Agreement, it is acknowledged that Manitoba Public Insurance may report any violation, or suspected violation, by a member of FIPPA or PHIA to the Governing Agency.

### **Confidentiality Obligations of Doctors Manitoba**

6.05 During the Term, and at all times thereafter, Doctors Manitoba agrees to treat as confidential all information and materials acquired by it, or to which it has been given access, in the course of the performance of this Agreement (collectively called “Confidential Information”), excluding information that is in the public domain (for greater certainty, this does not include information in the public domain which was made public as a result of an unauthorized disclosure by a third party). For the purposes of this Agreement, personal information and personal health information shall be considered to be Confidential Information.

6.06 Doctors Manitoba shall immediately notify Manitoba Public Insurance in writing upon becoming aware of any unauthorized use of, access to, disclosure of, or destruction of Confidential Information (a “Confidentiality Breach”). The written notification must include details known at the time of the notification of the Confidentiality Breach. Doctors Manitoba shall immediately take all reasonable steps to prevent the recurrence of any such Confidentiality Breach and shall notify Manitoba Public Insurance in writing of the steps taken.

- 6.07 If Doctors Manitoba receives a subpoena, or other validly issued administrative or judicial order seeking Confidential Information, they shall provide prompt notice to Manitoba Public Insurance and deliver to Manitoba Public Insurance a copy of their proposed response to the demand. If so requested by Manitoba Public Insurance, and at the expense of Manitoba Public Insurance, they shall make reasonable efforts to cooperate with Manitoba Public Insurance in the defence of the demand, where appropriate.
- 6.08 Doctors Manitoba undertakes not to publish any public statement or advertisement with respect to this Agreement and further undertakes not to seek publicity of this Agreement, without the express prior written consent of Manitoba Public Insurance, except as otherwise required by law, by this Agreement, or to communicate the obligations of this agreement to the physicians.

## **ARTICLE 7 – NEGOTIATION AND TERMINATION**

- 7.01 Doctors Manitoba and Manitoba Public Insurance agree to begin good faith negotiations on or before the 1<sup>st</sup> day of October 2020 to establish a new agreement that will be applicable for the 2021 calendar year and as the parties may mutually agree. The parties shall use their best efforts to complete negotiations and arrive at a binding agreement by December 31, 2020.
- 7.02 If the parties fail to reach a new agreement, then either party may give thirty (30) days written notice to the other, terminating this Agreement no sooner than January 1, 2021.

## **ARTICLE 8 – PERFORMANCE**

### 8.01 During the Term:

- (a) Doctors Manitoba shall not declare, organize, authorize, encourage or incite any stoppage of work or strike or withdrawal or curtailment of services or slowdown by its members or other physicians;
- (b) Doctors Manitoba shall take all the reasonable steps to ensure its members and other physicians continue to provide all services to Manitoba Public Insurance claimants and Manitoba Public Insurance without interruption;
- (c) Doctors Manitoba shall cause its members and other physicians to not participate in a stoppage of work or strike or withdrawal or curtailment of services or slowdown and shall cause physicians to continue to provide all services to Manitoba Public Insurance claimants and Manitoba Public Insurance without interruption;
- (d) Where either party has served written notice to terminate the Agreement pursuant to sub-article 6.02 then physicians shall be free to withdraw services or take job action as of the effective termination date;

- (e) The provisions of sub-articles 7.01 (a) to (c) above shall apply only to those services with respect to which the parties have entered into this Agreement.

## **ARTICLE 9 – INDEPENDENT CONTRACTOR**

- 9.01 For the purposes of this Agreement, “Representatives” shall mean the directors, officers, shareholders, employees, subcontractors, partners, volunteers, affiliates, agents, delegates, members and other representatives of a party. The parties agree the physicians providing Services to Manitoba Public Insurance are independent contractors and that this Agreement does not create the relationship of employer and employee, of principal and agent, of joint venture, or of partnership between Manitoba Public Insurance and the physicians, Doctors Manitoba, or any of their Representatives. Manitoba Public Insurance shall not be responsible for any income tax, employment insurance, workers compensation or Canada Pension Plan payments or any other payments or deductions whatsoever in connection with payment of the fees herein provided.

## **ARTICLE 10 – DISPUTE RESOLUTION**

- 10.01 In the event of a dispute between Manitoba Public Insurance and Doctors Manitoba (or Doctors Manitoba on behalf of a physician) arising out of or relating to the Agreement, the parties shall first notify the other and attempt to resolve the dispute informally in good faith.
- 10.02 In the case of any dispute referred to in sub-article 9:01 is not resolved informally within 30 days, between Manitoba Public Insurance and Doctors Manitoba as to their respective rights and obligations under this Agreement, either party may refer the dispute to arbitration, in which case the parties shall within 15 days appoint a single arbitrator to arbitrate the matter in dispute and the decision of the said arbitrator shall be final and binding on the parties. All such disputes shall be governed in accordance with the provisions of *The Arbitration Act*, C.C.S.M. c. A120, as amended from time to time, insofar as the said Act is not inconsistent with the provisions of this Agreement.
- 10.03 If the parties are unable to agree upon one arbitrator within 15 days, each of the parties shall then within 15 days appoint an arbitrator and each arbitrator so selected shall within 15 days jointly elect a third arbitrator and they shall hear the matter in dispute and deliver a decision, which decision shall be final and binding upon the parties.
- 10.04 If written notice of arbitration is given by one party to the other, naming an arbitrator, and the other party fails to agree to the arbitrator or fails to name its arbitrator within 15 days of notice, the arbitrator first named shall be empowered to hear the matter in dispute and deliver a decision which decision shall be final and binding on the parties.

10.05 All costs with respect to the arbitration shall be borne equally between the parties.

#### **ARTICLE 11 – MISCELLANEOUS**

11.01 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in the Agreement.

11.02 This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba, and the laws of Canada applicable therein. The parties irrevocably and unconditionally accept and recognize the exclusive jurisdiction of the courts of the Province of Manitoba and all courts competent to hear appeals therefrom.

11.03 This Agreement contains the entire agreement between the parties with respect to the specific matters herein. There are no undertakings, representations, or promises (express or implied) other than those contained in this Agreement and none have been relied upon.

11.04 Time shall be considered of the essence for the purposes of this Agreement.

11.05 Neither party shall assign or transfer this Agreement or any of the rights or obligations under this Agreement without first obtaining written permission from the other. No assignment or transfer of this Agreement shall relieve either party of any obligations under this Agreement, except to the extent they are properly performed by such party's permitted assigns. This Agreement shall be binding upon the successors and any permitted assigns of the parties.

11.06 The terms and conditions contained in the Agreement that by their sense and context are intended to survive the performance of the Agreement by the parties shall so survive the completion and performance or termination of the Agreement.

11.07 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both parties.

11.08 The parties each agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of the Agreement.

11.09 Paragraph headings used herein are for convenience only, and shall not be deemed to be part of the Agreement.

11.10 Any failure or delay by either party to exercise (in full or in part) any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under this Agreement. The waiver by either party of a

breach of any term, condition or provision of the Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.

11.11 The election of any one or more remedies by either party shall not constitute a waiver of that party’s right to pursue other available remedies.

11.12 Any notice under this Agreement shall be in writing and sent by registered mail, as follows:

**If to Manitoba Public Insurance:**

Injury Claims Management  
Manitoba Public Insurance  
P.O. Box 6300  
234 Donald Street  
Winnipeg, MB R3C 4A4  
Attention: Rob Haithwaite, Executive Director

**If to Doctors Manitoba:**

Doctors Manitoba  
20 Desjardins Drive  
Winnipeg, MB R3X 0E8  
Attention: Chief Executive Officer

**ARTICLE 12 – RATIFICATION**

12.01 This Agreement shall become final and binding upon written communication by the Doctors Manitoba of such acceptance to Manitoba Public Insurance.

This Agreement has been executed on behalf of each party by their duly authorized representatives on the dates noted below.

**THE MANITOBA PUBLIC INSURANCE CORPORATION**

**DOCTORS MANITOBA**

Per: \_\_\_\_\_  
Dan Guimond  
President and CEO

Per: \_\_\_\_\_  
Robert D. Cram  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
Christine Martin  
Vice President, Customer Service and  
Chief Operating Officer

Date: \_\_\_\_\_



**Schedule "A"**

Description	Time from date of exam	Tariff Code	January 1, 2016	January 1, 2017	January 1, 2018	January 1, 2019	January 1, 2020	
Form Reports	<= 14 days	PHCR/SubHCR	\$72.39	\$76.00	\$79.81	\$83.80	\$87.99	
	15-28 days	PHCR/SubHCR	\$58.01	\$60.91	\$63.96	\$67.16	\$70.51	
	> 28 days	PHCR/SubHCR	<b>Article 3.02</b>					
Opioid Initial		IOMR	\$92.00	\$96.60	\$101.43	\$106.50	\$111.83	
Opioid Progress		ProgOMR	\$67.65	\$71.03	\$74.58	\$78.31	\$82.23	
RTW Modified Duties Form		RTW-MD	\$125.00	\$131.25	\$137.81	\$144.70	\$151.94	
Narrative Reports*		Narrative Report-MD	\$146.20	\$153.51	\$161.19	\$169.24	\$177.71	
<b>* Fee is per page; minimum payment is one page; subsequent pages paid at 25% of the per page rate for every quarter page; physician may charge at an hourly rate with prior approval of MPI.</b>								
Clinical Chart Notes**		Clinical Notes-MD	\$85.00	\$89.25	\$93.71	\$98.40	\$103.32	
<b>**Fee is for the provision of clinical chart notes (upon MPI request) for up to 3 years preceding the date of the request. For any request greater than 3 years, the physician shall charge at an hourly rate or as otherwise agreed by the physician and MPI. If MPI and the physician cannot agree upon a rate, the physician shall not be under any obligation to provide the notes that are greater than 3 years from date of request.</b>								