

1.00 DEFINITIONS

1.01 Undefined, capitalized terms within these terms and conditions shall have the same meaning as defined in the request for services letter (the "**Request Letter**"). The person, corporation or entity providing the Services shall be referred to herein as "**you**".

1.02 For the purposes of this Agreement, "**Representatives**" shall mean the directors, officers, shareholders, employees, subcontractors, partners, volunteers, affiliates, agents, delegates and other representatives of a party.

2.00 SCOPE AND TERM OF AGREEMENT

2.01 These terms and conditions, the Request Letter, along with the terms of your response submitted on Schedule A of the Request Letter accepted by Manitoba Public Insurance, shall form the entire "**Agreement**". If you are unable or unwilling to comply with any of these terms and conditions, please contact Manitoba Public Insurance immediately. By performing the Services you agree to be bound solely by this Agreement. This Agreement shall continue for so long as you are providing the Services (the "**Term**"), unless otherwise terminated, suspended or extended in accordance with the terms and conditions of this Agreement.

2.02 Manitoba Public Insurance agrees to retain you to perform the Services as more particularly described in the Request Letter. You agree to perform such Services during the Term, on the terms and conditions set out in this Agreement and as directed by Manitoba Public Insurance, to its reasonable satisfaction.

2.03 You and Manitoba Public Insurance agree that any work performed by you outside the scope of the Services without prior written approval of Manitoba Public Insurance shall be deemed to be gratuitous on your part, and Manitoba Public Insurance has no liability with respect to such work.

2.04 Manitoba Public Insurance reserves the right to change, modify, delete or add to the Services, if necessary and acting reasonably. In addition to the foregoing, you shall provide to Manitoba Public Insurance any other further services, documentation or data related to the Services as may be reasonably required by Manitoba Public Insurance, including, but not limited to, (i) providing Manitoba Public Insurance timely information regarding the Requested Information when requested by Manitoba Public Insurance, and (ii) providing testimony in legal proceedings or hearings as required.

2.05 Unless specifically stated to the contrary, nothing in this Agreement grants you exclusivity in providing the Services to Manitoba Public Insurance.

3.00 FEES

3.01 Subject to the following subsections, in consideration of the Services performed to the reasonable satisfaction of Manitoba Public Insurance, Manitoba Public Insurance agrees to pay to you the fees agreed to between the parties.

- (a) Narrative reports are only to be provided on request with documented Manitoba Public Insurance pre-approval. Narrative reports shall be less than or equal to five (5) pages wherever possible. Pre-approval for narrative report rates and reports greater than five (5) pages, is required unless otherwise governed by any Agreed Fees (as defined below).

3.02 Notwithstanding any other term in this Agreement, Manitoba Public Insurance reserves the right to:

- (a) not pay fees which are inconsistent with fees currently agreed to ("**Agreed Fees**") under agreements made between Manitoba Public Insurance and any applicable professional association, governing or regulatory associations ("**Governing Agencies**") which you are part of or governed by, and the Agreed Fees in such agreements shall take precedence where applicable; and,
- (b) pre-approve any fees for services not already covered in an agreement, or which are not governed by any Agreed Fees.

3.03 You will submit invoices by mail directly to Manitoba Public Insurance as indicated in the Request Letter. Please submit both the Requested Information and your invoice together. Invoices shall also include:

- (a) name and credentials of the person[s] providing the Services;
- (b) claimant name, claim number, and claimant date of birth;
- (c) dates when the Services were performed;
- (d) date of completion of the Services;
- (e) detailed costs of the Services including actual number of hours spent on the Services and hourly rate as applicable;
- (f) proper name/tariff of Services (as requested in the Request Letter) provided and billed for;
- (g) MPI registered account number; and,
- (h) G.S.T. number (if applicable).

3.04 You shall provide invoices to Manitoba Public Insurance. All Services listed on an invoice must have been completed by you prior to that invoice being submitted to Manitoba Public Insurance. All invoices shall be in writing and satisfactory to Manitoba Public Insurance, acting reasonably, in both form and content. You shall also provide to Manitoba Public Insurance such supporting documents, vouchers, statements and receipts as may be requested by Manitoba Public Insurance acting reasonably.

3.05 Manitoba Public Insurance will strive to pay your invoices due within thirty (30) days after the receipt and approval of an invoice and any supporting materials requested under Sections 3.03 and 3.04. In the event any invoice is not satisfactory, Manitoba Public Insurance shall notify you of the problem within a reasonable amount of time.

3.06 Where not tax-exempt, Manitoba Public Insurance shall also pay all applicable sales and use taxes. Manitoba Public Insurance is exempt from the Goods and Services Tax and

the Harmonized Sales Tax. Manitoba Public Insurance will provide the applicable Goods and Services Tax and Harmonized Sales Tax exemption information.

3.07 Manitoba Public Insurance shall reimburse you for reasonable out-of-pocket expenses relating to the provision of the Services if:

- (a) prior, written permission to incur such expenses was first obtained from Manitoba Public Insurance;
- (b) you use the most economical rates possible for the expenses;
- (c) you provide receipts and/or supporting documents to the satisfaction of Manitoba Public Insurance, unless it is agreed that submission of receipts for certain categories of expenses is not required (i.e.; per diem approach); and,
- (d) reimbursement to you for out-of-pocket expenses shall be in accordance with the amounts and guidelines set out in the Manitoba Public Insurance Corporate Directives.

Manitoba Public Insurance shall not be responsible for payment of any other expenses incurred by you in the performance of this Agreement.

3.08 Manitoba Public Insurance will not be responsible for the failure of a claimant to adhere to your cancellation policy or any associated costs thereto.

3.09 Notwithstanding anything else in this Agreement, if Manitoba Public Insurance disputes any invoice for any reason, Manitoba Public Insurance may withhold payment on the disputed portion of the invoice until the dispute is resolved. Manitoba Public Insurance will advise you of the amount of the invoice Manitoba Public Insurance considers to be in dispute and the basis for such dispute. Payment by Manitoba Public Insurance shall not preclude Manitoba Public Insurance from later questioning any invoice amounts or charges Manitoba Public Insurance believes to be fraudulent, improper or incorrect.

4.00 MILEAGE, TRAVEL AND NO SHOWS

4.01 Manitoba Public Insurance will not pay Fees associated with no shows, missed appointments, or late charges for a claimant to attend for the Services. As a general rule, Manitoba Public Insurance will encourage the claimant to travel to you for the Services whenever this is possible and practical. When it is not possible for the claimant to attend and you must travel to meet the claimant, the following rules will apply:

- (a) the professional hourly rate Fee for your particular discipline, as it relates to claimant home visits will be considered as compensation for travel time;
- (b) Manitoba Public Insurance will pay half of your professional hourly rate Fee for travel time within the territorial limits of the City of Winnipeg and up to twenty-five (25) kilometers beyond the perimeter highway, unless otherwise addressed by Agreed Fees;
- (c) Manitoba Public Insurance will pay your full professional hourly rate Fee for travel extending beyond the distance of twenty-five (25) kilometers beyond the perimeter highway, outside of the City of Winnipeg;
- (d) you will be required to take reasonable steps to ensure that the claimant will be available and present at the scheduled appointment prior to traveling in order to be compensated for the travel time;
- (e) Manitoba Public Insurance will not pay a mileage allowance in addition to the hourly rate Fee for travel as described above;
- (f) you will be expected to combine Services and/or claimants as much as possible to minimize costs;
- (g) where travel time, consultations and other billable activities involve more than one claimant, the Fees for these Services shall be pro-rated among the claimants involved; and,
- (h) Fees for alternative means of travel for you must be pre-authorized by the Manitoba Public Insurance case manager assigned to the file (i.e. flight costs).

4.02 You shall notify Manitoba Public Insurance immediately of the claimant's non-attendance or non-compliance with the Services, and you will advise Manitoba Public Insurance promptly if the claimant's appointments are changed.

5.00 PERFORMANCE OF YOUR OBLIGATIONS

5.01 You represent and warrant that:

- (a) you acknowledge and understand that you are expected to provide the service in compliance with all applicable law, and professional rules and directives related to all aspects of your practice;
- (b) the Services shall be provided as outlined in this Agreement unless you and Manitoba Public Insurance agree otherwise in writing;
- (c) the Services shall be provided in compliance with every federal, provincial and municipal law which is or could be applicable to the Services;
- (d) the person or persons designated to perform the Services shall devote the time, attention, abilities and expertise necessary to properly perform the obligations;
- (e) you shall comply with all reasonable directions and requests of Manitoba Public Insurance within the scope of the Services as set out in this Agreement;
- (f) all representations and warranties contained in this Agreement are true and correct and shall so remain throughout the term of this Agreement;
- (g) Manitoba Public Insurance shall have the right of prior approval of any person or persons designated to provide the Services. Manitoba Public Insurance, acting reasonably, shall have the right to request the removal of any person or persons so designated. You shall immediately comply with all such requests for removal;
- (h) You have full right and authority to enter into this Agreement; and,

- (i) you and your Representatives are a "trustee" as defined in *The Personal Health Information Act*, C.C.S.M., c. P33.5 ("PHIA").
- 5.02 You shall provide written progress reports at such intervals as Manitoba Public Insurance may reasonably request. Such progress reports shall be in form and content satisfactory to Manitoba Public Insurance acting reasonably.
- 6.00 CONFLICT OF INTEREST**
- 6.01 A "Conflict of Interest" means:
- (a) any conflict of interest as determined by your Governing Agencies; or,
- (b) that the claimant is either:
- (i) a relative of yours;
- (ii) a close personal friend of yours; or,
- (iii) any other person whom a reasonable person would believe you would have a reasonable apprehension of bias towards or against in providing the Services,
- and you believe that you would not be able to objectively provide the services to such person.
- 6.02 You are prohibited from providing the Services when there could be a Conflict of Interest, unless prior written approval has been provided by Manitoba Public Insurance. If you have any doubt whether there is, or could be, a Conflict of Interest, or whether you can objectively provide the Services, you shall immediately advise Manitoba Public Insurance with full details. Manitoba Public Insurance reserves the sole right to determine whether a Conflict of Interest exists.
- 7.00 INDEPENDENT CONTRACTOR**
- 7.01 You are an independent contractor and this Agreement does not create the relationship of employer and employee, of principal and agent, of joint venture, or of partnership between you and Manitoba Public Insurance or between Manitoba Public Insurance and any of your Representatives.
- 7.02 The Representatives of one party shall not be deemed or construed to be the Representatives of the other party for any purpose whatsoever.
- 7.03 You are responsible for any deductions or remittances, which may be required by law.
- 7.04 Except as authorized in this Agreement, you shall not incur any expenses or debts on behalf of, nor make any commitments for Manitoba Public Insurance without first obtaining written permission from Manitoba Public Insurance.
- 8.00 DISCLOSURE OF INFORMATION**
- 8.01 You acknowledge that *The Freedom of Information and Protection of Privacy Act* ("FIPPA") and PHIA each impose obligations on Manitoba Public Insurance to collect, use or disclose "personal information" and "personal health information", as those terms are defined in FIPPA and PHIA (collectively called "Personal Information"), in the strictest of confidence, and in accordance with those Acts.
- 8.02 While this Agreement is in effect, and at all times thereafter, you agree to treat as confidential all information and materials acquired by you, or to which you have 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 shall be considered to be Confidential Information.
- 8.03 You agree that during the term of this Agreement and at all times thereafter:
- (a) the Personal Information disclosed to you by Manitoba Public Insurance may only be used by you in a manner expressly permitted by FIPPA or PHIA (as the case may be);
- (b) you shall not disclose or permit the disclosure of Confidential Information, or any copies of it, in any format, to any third party without the express prior written consent of Manitoba Public Insurance, except for the purposes related to the Services you provide
- (c) you shall comply with all directives given to you by Manitoba Public Insurance with respect to safeguarding, or otherwise ensuring the confidentiality, of any Confidential Information disclosed to you by Manitoba Public Insurance;
- (d) you shall ensure that access to the Confidential Information by your Representatives is on a "need-to-know" basis, and that access, when given, shall be to the minimum amount of Confidential Information necessary to accomplish the task;
- (e) you shall use the Confidential Information only for those purposes that have been expressly permitted by Manitoba Public Insurance;
- (f) you shall not reproduce Confidential Information, in any format, without the express prior written consent of Manitoba Public Insurance, provided that you shall be able to reasonably reproduce the Confidential Information for internal use only in the normal performance of the Services;
- (g) you shall ensure that you and your Representatives do not transport or store any Confidential Information outside of Canada without the express prior written consent of Manitoba Public Insurance; and,
- (h) after the Confidential Information has been used for its authorized purpose, or where destruction of the Confidential Information is requested by Manitoba Public Insurance or is required by this Agreement, you shall destroy the Confidential Information (and all copies of the Confidential Information in any form) in a manner which adequately protects the confidentiality of the Confidential Information, provided that you can retain as many copies of the Confidential Information as required by your Governing Agencies.
- 8.04 On expiration or termination of this Agreement for any reason, you shall, unless otherwise directed by Manitoba Public Insurance, destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information, provided that you can retain as many copies of the Confidential Information as required by your Governing Agencies.
- 8.05 During the term of this Agreement and at all times thereafter, you shall take reasonable precautions to prevent any unauthorized disclosure of the Confidential Information. The standard of such precautions taken by you shall be the greater of:
- (a) the standards you have in place to protect your own confidential information; or,
- (b) the standards imposed on you by Manitoba Public Insurance.
- 8.06 You 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 full details of the Confidentiality Breach. You 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.
- 8.07 You shall inform your Representatives of the obligations imposed upon you in this Agreement with respect to Confidential Information, and you shall take whatever steps are necessary to ensure that all of your Representatives comply with those obligations.
- 8.08 You acknowledge that monetary damages may not be a sufficient remedy for a Confidentiality Breach, and that Manitoba Public Insurance may, without waiving any other rights or remedies, seek appropriate injunctive or equitable relief from a court of competent jurisdiction.
- 8.09 If you receive a subpoena, or other validly issued administrative or judicial order seeking Confidential Information, you shall provide prompt notice to Manitoba Public Insurance and deliver to Manitoba Public Insurance a copy of your proposed response to the demand. Unless the demand has been time-limited, quashed or extended, you shall thereafter be entitled to comply with the demand to the extent permitted or required by law. If so requested by Manitoba Public Insurance, and at the expense of Manitoba Public Insurance, you shall cooperate with Manitoba Public Insurance in the defence of the demand.
- 8.10 Notwithstanding any other part of this Agreement, if you receive a request from a claimant under PHIA for access to Personal Information that is provided by Manitoba Public Insurance, or generated as a result of the Services as follows:
- (a) you 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 you decide to respond directly to the access request, you shall notify Manitoba Public Insurance of this decision and when the personal information has been provided to the claimant as part of the response
- (c) If you transfer the request to Manitoba Public Insurance, then Manitoba Public Insurance will handle the response to the claimant. Manitoba Public Insurance will notify the member if and when the Personal Information has been provided to the claimant as part of the response.
- 8.11 You undertake not to publish any public statement or advertisement with respect to this Agreement and further undertake not to seek publicity of this Agreement without the express prior written consent of Manitoba Public Insurance, except as otherwise required by law or by this Agreement.
- 8.12 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 your Governing Agencies.
- 8.13 You shall cooperate with Manitoba Public Insurance so that Manitoba Public Insurance can verify that you have complied, and are complying with the provisions of this Article 8.00.
- 9.00 OWNERSHIP OF MATERIALS**
- 9.01 Upon payment of all amounts due under this Agreement, the Requested Information and all data and materials not indicated to the contrary, that are submitted or required to be submitted by you or any of your Representatives to Manitoba Public Insurance, in the performance of this Agreement, and all copyright therein (collectively referred to as "Submitted Materials") shall be the exclusive property of Manitoba Public Insurance and shall be forthwith delivered to Manitoba Public Insurance, at no further cost to Manitoba Public Insurance. You agree to execute all documents that may be necessary to transfer ownership of the Submitted Materials to Manitoba Public Insurance.

9.02 Any equipment, materials, and supplies provided by Manitoba Public Insurance to you for use in the performance of this Agreement shall remain the property of Manitoba Public Insurance and shall be returned, without cost, to Manitoba Public Insurance upon request.

10.00 USE OF MANITOBA PUBLIC INSURANCE'S PREMISES

10.01 In the event that you or your Representatives use any of Manitoba Public Insurance's premises, you and your Representatives shall comply with all of such premises' security regulations in effect from time to time.

11.00 INDEMNIFICATION OF MANITOBA PUBLIC INSURANCE

11.01 You shall indemnify and save harmless Manitoba Public Insurance and its Representatives from all losses, damages, costs, causes of action, claims, liabilities or demands of any kind with respect to any injury to persons (including, without limitation, death), damage to or loss of property, economic loss or incidental or consequential damages or infringement of rights (including, without limitation, privacy rights) caused by, or arising directly or indirectly from:

- (a) you or your Representatives' default of any term of this Agreement; or
- (b) any negligent or willful act or omission of you or your Representatives.

The above includes all costs and expenses associated therewith, including reasonable solicitors' fees.

12.00 SUSPENSION OR EXTENSION

12.01 Manitoba Public Insurance may, at its sole option, from time to time, delay or suspend the Services being provided under this Agreement, in whole or in part, for such period of time as may, in the opinion of Manitoba Public Insurance, be necessary. Manitoba Public Insurance shall provide three (3) days prior written notice to you of its intention to delay or suspend the Services. Manitoba Public Insurance shall not be obliged to make payments to you except with respect to those Services already satisfactorily performed.

12.02 Manitoba Public Insurance may, at its sole option, extend in writing the time or number and type of sessions [as applicable] in which the Services are to be provided if it deems necessary.

12.03 Where there is a delay or suspension under Section 12.01, or an extension under Section 12.02, all terms and conditions of this Agreement shall continue in full force and effect against you. You shall not be entitled to make any claim for damages by reason of the delay, suspension or extension.

13.00 TERMINATION

13.01 Manitoba Public Insurance may terminate this Agreement at any time by giving fourteen (14) days prior written notice to you.

13.02 Neither party shall be responsible for any failure to comply with, or for any delay in performance of, the terms of this Agreement where such failure or delay is directly or indirectly caused by or results from events of force majeure beyond the control of either party. The time in which the Services are to be provided shall be extended by a period of time at least equal to the length of the force majeure event, provided that in the event the extended period of time exceeds, or is reasonably anticipated to exceed a period of fourteen (14) days, then Manitoba Public Insurance may terminate this Agreement and pay you for all work performed to that point in time.

13.03 In addition to its rights under Sections 12.01, 13.01 and 13.02 above, and without restricting any other remedies available, Manitoba Public Insurance may immediately terminate or immediately suspend this Agreement in writing if:

- (a) Manitoba Public Insurance reasonably determines that there is, or has been, a Conflict of Interest;
- (b) you make an assignment for the benefit of creditors or take any other action for the benefit of creditors, become bankrupt or insolvent, or take the benefit of or become subject to any legislation in force relating to bankruptcy and insolvency;
- (c) in the opinion of Manitoba Public Insurance, the Services provided by you or your Representatives are unsatisfactory, inadequate, or are improperly performed; or,
- (d) in the opinion of Manitoba Public Insurance, you or your Representatives have failed to comply with or breached any term or condition of this Agreement.

13.04 Upon termination of this Agreement, you shall cease to perform any further Services. Manitoba Public Insurance shall be under no obligation to you other than to pay, upon receipt of an invoice or statement and supporting documentation satisfactory to Manitoba Public Insurance acting reasonably, such compensation as you may be entitled to receive under this Agreement for work satisfactorily completed up to the date of termination.

14.00 GENERAL TERMS

14.01 The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance of this Agreement by the parties shall so survive the completion and performance, suspension or termination of this Agreement. **Without limiting the foregoing, Section 2.04, Article 8.00 Disclosure of Information, Article 9.00 Ownership of Materials, and Article 11.00 Indemnification of Manitoba Public Insurance shall survive the completion and performance, suspension or termination of this Agreement**

14.02 You shall not assign or transfer this Agreement or any of its rights or obligations under this Agreement without first obtaining written permission from Manitoba Public

Insurance. This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assigns of the parties.

14.03 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement and none have been relied on.

14.04 Manitoba Public Insurance reserves the right to update and amend these legal terms as may be necessary from time to time, and will send a notice to your applicable Governing Agencies.

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

14.06 Any failure or delay by either party to exercise or partially exercise any right hereunder shall not be deemed a waiver of any of the rights under this Agreement. The waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.

14.07 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.

14.08 You agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.