

## Memorandum of Understanding respecting Transport Medicine Services

This memorandum of understanding (“MOU”) is made and entered as of May 1, 2021 until April 30, 2024.

Between: The College of Physicians and Surgeons of Manitoba ("CPSM")  
Registrar & Chief Executive Officer  
The College of Physicians & Surgeons of Manitoba  
1000 - 1661 Portage Ave  
Winnipeg, MB R3J 3T7

And: The College of Physicians and Surgeons of Ontario (“CPSO”)  
Registrar & Chief Executive Officer  
College of Physicians and Surgeons of Ontario  
80 College Street  
Toronto, ON M5G 2E2

### I. Context

1. CPSM is responsible for licensing and regulating physicians in Manitoba pursuant to the *Regulated Health Professions Act, SM 2009 c. 15*, including the *Practice of Medicine Regulation, Regulation 162/2018* and the *College of Physicians and Surgeons of Manitoba General Regulation*.
2. CPSO is responsible for licensing and regulating physicians in Ontario pursuant to the *Regulated Health Professions Act, 1991 SO 1991, c. 18* and the *Medicine Act, 1991 SO 1991, c. 30*.
3. The unauthorized practice of medicine in both Manitoba and Ontario is prohibited under each jurisdiction’s respective legislation.
4. There is a pressing public interest in ensuring the availability of limited transport medicine services in both Ontario and Manitoba. In this practice environment, medical care is often provided by physicians to patients in transport to health care facilities.
5. This MOU sets out the mutual understanding between CPSM and CPSO regarding the regulation of physicians who are not registered with both CPSM and CPSO and who, from time to time, provide transport medicine services to patients in the context of Manitoba-Ontario cross-border patient transport operations.

II. Understandings

1. It is mutually understood and agreed by and between the parties that:

- a. For purposes of this MOU, the following definitions apply:
  - i. “Ambulance Service” means a ground ambulance service or an air medical response service that operates in Ontario or Manitoba.
  - ii. “Manitoba Transport Medicine” means providing medical services to a patient being transported in a ground or air ambulance to a health care facility located in Manitoba or Ontario exclusively for the period the ambulance is in Manitoba and includes care on the ground that is incidental to the transportation of the patient.
  - iii. “Ontario Transport Medicine” means providing medical services to a patient being transported in a ground or air ambulance to a health care facility located in Manitoba or Ontario exclusively for the period the ambulance is in Ontario and includes care on the ground that is incidental to the transportation of the patient.
  - iv. “Permitted CPSM Physician” means a physician who is registered to practice medicine with the CPSM, but not with the CPSO, and who is an employee or contractor of an Ambulance Service in Manitoba.
  - v. “Permitted CPSO Physician” means a physician who is registered to practice medicine with the CPSO, but not with the CPSM, and who is an employee or contractor of an Ambulance Service in Ontario.
- b. Respecting a mission that involves a ground or air ambulance crossing the Manitoba/Ontario border either before or after collecting a patient for transport to a Manitoba or Ontario health care facility:
  - i. A Permitted CPSM Physician may, subject to their CPSM Certificate of Practice, engage in the practice of Ontario Transport Medicine if they are doing so in their capacity as an employee or contractor of an Ambulance Service.
  - ii. A Permitted CPSO Physician may, subject to their CPSO Certificate of Registration, engage in the practice of Manitoba Transport Medicine, if they are doing so in their capacity as an employee or contractor of an Ambulance Service.
  - iii. For clarity:
    1. CPSM maintains jurisdiction over Permitted CPSM Physicians, including respecting any provision of Ontario Transport Medicine.
    2. CPSO maintains jurisdiction over Permitted CPSO Physicians, including respecting any provision of Manitoba Transport Medicine.

- c. The CPSM will not pursue regulatory or legal action against any Permitted CPSO Physician for engaging in Manitoba Transport Medicine in accordance with subparagraph 1.b.i. on the grounds that such Permitted CPSO Physician is not registered by CPSM to practice medicine.
  - d. The CPSO will not pursue regulatory or legal action against any Permitted CPSM Physician for engaging in Ontario Transport Medicine in accordance with subparagraph 1.b.ii. on the grounds that such Permitted CPSM Physician is not registered by CPSO to practice medicine.
  - e. CPSM will be responsible for all complaints or reports of concern, including possible disciplinary action, respecting a Permitted CPSM Physician who engaged in Ontario Transport Medicine in accordance with subparagraph 1.b.i. Such Permitted CPSM Physician will be held to Manitoba standards. Where CPSO receives a complaint or report in respect of such Permitted CPSM Physician in connection with such physician's practice of Ontario Transport Medicine, the CPSO will forward such complaint or report to the CPSM, subject to applicable law. Upon request, the CPSO will assist the CPSM in the conduct of any related investigation.
  - f. The CPSO will be responsible for all complaints or reports of concern, including possible disciplinary action, respecting a Permitted CPSO Physician who engaged in Manitoba Transport Medicine in accordance with subparagraph 1.b.ii. Such Permitted CPSO Physician will be held to Ontario standards. Where CPSM receives a complaint or report in respect of such Permitted CPSO Physician in connection with such physician's practice of Manitoba Transport Medicine, the CPSM will forward it to the CPSO, subject to applicable law. Upon request, the CPSM will assist the CPSO in the conduct of any related investigation.
2. Any notice required to be given herein or any other communication required by this agreement shall be in writing and shall be sent to the appropriate address as listed above.
  3. This MOU shall be effective for 3 years from the Effective Date set out below, unless terminated earlier in accordance with this MOU. Either party may terminate this MOU by providing 30 days prior written notice to the other party.
  4. This MOU may be amended from time to time with the mutual agreement of the CPSM and CPSO. Any amendments to this MOU will be effective only if in writing and signed by the CPSM and CPSO.
  5. This MOU is prepared in English by the mutual consent of the parties.
  6. This MOU may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution and delivery of this MOU or a counterpart thereof by any

party by fax or electronically shall constitute valid and effective execution and delivery, but each party shall retain an originally executed copy of the agreement.

This MOU is not legally binding on the parties hereto but is intended to reflect the understanding and spirit of cooperation between the CPSM and CPSO, as witnessed by their signatures.

College of Physicians and  
Surgeons of Manitoba:



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Anna M. Ziomek MD  
Registrar & CEO

April 27, 2021

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

College of Physicians and  
Surgeons of Ontario:



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Nancy Whitmore, MD, FRCSC, MBA  
Registrar & CEO

Date: April 28, 2021

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