

Memorandum of Understanding respecting Virtual Medicine Services

Between:

**The Government of Nunavut as represented by the Minister of Health
("the GN")**

And

**The College of Physicians and Surgeons of Manitoba
("CPSM")**

WHEREAS:

- A. The GN is responsible for licensing and regulating medical practitioners in Nunavut pursuant to the *Medical Professions Act*;
- B. CPSM is responsible for licensing and regulating medical physicians in Manitoba pursuant to the *Regulated Health Professions Act*;
- C. Manitoba Physicians are full practicing class of regulated membership as defined in s. 2.3 of the *College of Physicians and Surgeons of Manitoba General Regulation*; and
- D. Some Manitoba physicians provide virtual medicine services to Nunavut residents:

THEREFORE, the Parties Agree:

1. All medical practitioners engaging in the practice of medicine in Nunavut must be licensed by the GN pursuant to the *Medical Profession Act* except in accordance with this agreement
2. Manitoba physicians may provide medical care to patients in Nunavut via virtual medicine without obtaining a Nunavut license.
3. Virtual Medicine means the provision of medical care by means of electronic communication where the patient and the members are at different location, including but not limited to treating, advising, interviewing or examines the patient.
4. Manitoba physicians will be subject to the registration requirements of CPSM when providing medical care to patients in Nunavut via virtual medicine.
5. Manitoba physicians will be required to adhere to CPSM's Code of Ethics and Professionalism, Standards of Practice of Medicine, and Practice Directions when providing medical care to patients in Nunavut via virtual medicine.
6. CPSM maintains jurisdiction over the Manitoba physicians they register, regardless of the physical location of the physician if they provide medical care to patients in Nunavut via virtual medicine.
7. CPSM shall investigate and discipline Manitoba physicians for any matter included in s. 124(2) of the *Regulated Health Professions Act* respecting their

provision of medical care to patients in Nunavut via virtual medicine in substantially the same manner as in Manitoba.


7. CPSM shall inform the Nunavut Registrar of Health Professions of any action referred to in section 6 that is taken by CPSM.
8. The Nunavut Registrar shall forward any complaints received with respect to Manitoba physicians referred to in section 6 to CPSM.
9. Investigations regarding the standard of care provided by a Manitoba physician via virtual medicine will be informed by the minimum expectations set out in the Federation of Medical Regulatory Authorities of Canada's Framework on Virtual medicine and CPSM's Standards of Practice of Medicine and Practice Directions.
10. The GN will assist CPSM in conducting its Investigations in Nunavut upon request.
11. The GN agrees not to prosecute any Manitoba physician for providing medical care to patients in Nunavut via virtual medicine without a license contrary to the *Medical Profession Act* where the Manitoba physician provides medical care to Nunavut residents via virtual medicine in accordance with this Memorandum of Understanding.
12. Any notice required to be given herein or any other communication required by this Agreement shall be in writing and shall be addressed as follows:
 - a) To the GN:
Stephen Jackson
Acting Assistant Deputy Minister of Programs and Standards
Department of Health
Government of Nunavut
PO Box 1000 Stn. 1000
Iqaluit NU XOA OHO
E-Mail Address: sjackson@gov.nu.ca
 - b) To CPSM:

Anna Ziomek MD
Registrar
The College of Physicians & Surgeons of Manitoba
1000 —1661 Portage Ave
Winnipeg, MB R3J 3T7
13. This Agreement shall be effective from the 1st day of November 2020 and shall terminate on the 31st day of October, 2023.
14. This Agreement may be extended for an additional term by the mutual consent of the Parties.

15. This Agreement is prepared in English by the mutual consent of the parties.
16. This Agreement 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 Agreement 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.

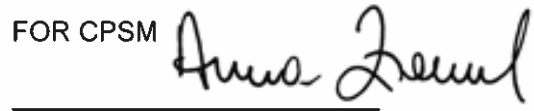
IN AGREEMENT WITH THE FOREGOING PROVISIONS the parties hereto set down their signatures, by hand or by facsimile, and together bind themselves to this Agreement as of the 4 day of March 2021.

FOR THE GOVERNMENT OF NUNAVUT:



Stephen Jackson
A/ADM Programs & Standards
Department of Health

FOR CPSM



Anna Ziomek MD, Registrar