

Memorandum of Understanding respecting Telepsychology Services

**Between:**

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

**And**

**The Psychological Association of Manitoba  
("the Association")**

**WHEREAS:**

- A. The GN is responsible for licensing and regulating psychologists in Nunavut;
- B. The Association is responsible for licensing and regulating psychologists in Manitoba; and
- C. Manitoba psychologists provide virtual services to Nunavut residents, including by telephone, videoconference, and other electronic means of communication ("telepsychology");

**THEREFORE, the Parties Agree:**

- 1. All psychologists practicing psychology in person in Nunavut must be licensed by the GN pursuant to the *Psychology Act*.
- 2. Members of the Association, as defined in the *Psychologists Registration Act* may practice telepsychology to patients in Nunavut from their offices in Manitoba without obtaining a Nunavut license.
- 3. Members of the Association will be subject to the licensing and registration requirements of the Association when providing telepsychology to patients in Nunavut.
- 4. The Association maintains jurisdiction over its members, regardless of the physical location of the member or whether they practice psychology in-person or via telepsychology.
- 5. The Association shall investigate and discipline members for any improper conduct or other disciplinary matter respecting their practice of telepsychology to patients in Nunavut in substantially the same manner as they would with respect to patients in Manitoba.
- 6. The Association shall inform the Nunavut Registrar of any action referred to in section 5 that is taken by the Association.

7. The Nunavut Registrar shall forward any complaints received with respect to persons referred to in section 5 to the Association. Such complaints shall be considered as originating from the complaining party and not the Nunavut Registrar.
8. Investigations regarding care provided by a member via telepsychology will be informed by the minimum expectations set out in the Association's policies or guidelines respecting telepsychology.
9. The GN will assist the Association in conducting its investigations in Nunavut upon request.
10. The GN agrees not to prosecute any Manitoba psychologist for practising psychology without a license contrary to the *Psychology Act* where the psychologist provides services to Nunavut residents via telepsychology in accordance with this Memorandum of Understanding.
11. The foregoing does not in any way limit other Manitoba entities (e.g., employers) from acting against a Manitoba psychologist found guilty of misconduct in the provision of telepsychology services to Nunavut residents.
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:  
Megan Hunt  
Deputy Minister  
Department of Health  
Government of Nunavut  
PO Box 1000 Stn. 1000  
Iqaluit NU X0A 0H0  
E-Mail Address: mhunt@gov.nu.ca
  - b) To the Association:  
  
Dr Harold Wallbridge  
Registrar  
The Psychological Association of Manitoba  
208-584 Pembina Highway  
Winnipeg MB R3M 3X7  
Phone: (204) 487-0784  
Fax: (204) 489-8688
13. This Agreement shall be effective from the 1<sup>st</sup> day of June 2023 and shall terminate on the 31st day of May 2028.
14. This Agreement may be extended for an additional five-year 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 16th day of August, 2023.

FOR THE GOVERNMENT OF NUNAVUT:

FOR THE COLLEGE:



\_\_\_\_\_  
Greg Babstock A/DM

~~Megan Hunt~~, Deputy Minister



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Harold Wallbridge, Registrar