

MEMORANDUM OF UNDERSTANDING

Concerning Cross-Jurisdictional Virtual Dietetics

Between the regulatory authorities (herein referred to as the ‘parties’):

- Nova Scotia Regulator of Dietetics
- College of Dietitians of Prince Edward Island

responsible for the regulation of dietetics in one of the following participating jurisdictions:

The province of Nova Scotia; and

The province of Prince Edward Island.

1.0 PURPOSE

This Memorandum of Understanding (MOU) is entered into by certain dietetic regulatory authorities of the participating jurisdictions to define a shared understanding of authority over virtual dietetic care provided across provincial borders.

It is understood that by restricting the application of this MOU to Health Authorities and Crown Corporations, the participating jurisdictions are leveraging existing, well-defined public accountability structures, ensuring adherence to the core principles of Canadian publicly funded healthcare.

Specifically, this MOU establishes that where a dietitian of a participating dietetic regulatory authority is physically located in one of the participating jurisdictions, and provides virtual dietetic care to a patient in another participating jurisdiction, provided that the care is part of a longitudinal care relationship where the care is managed by the primary province’s Health Authority or Crown Corporation, the practise of dietetics is deemed to have occurred in the primary province.

2.0 DEFINITIONS

For the purposes of this MOU:

- **“dietitian”** means any individual authorized to practise dietetics pursuant to the legislation and regulatory authority under in a participating jurisdiction.
- **“good standing”** refers to a dietitian who
 - is authorized to practise dietetics by the regulatory authority in their primary province;
 - has no outstanding complaints, restrictions or conditions, undertakings, agreements, sanctions, or penalties imposed by a regulatory authority for professional misconduct, conduct unbecoming, incompetence or incapacity that, in the opinion of the dietitian’s regulatory authority in their primary province, renders or may render the dietitian unsuitable to practise dietetics or engage in virtual dietetic care. This statement does not include the conditions associated with a candidate dietitian conditional license;
 - has not been found guilty of an offence that, in the opinion of the dietitian’s regulatory authority in their primary province, renders or may render the dietitian unsuitable to practise dietetics or engage in virtual dietetic care; and
 - has not been disciplined by a regulatory authority for professional misconduct, conduct unbecoming, incompetence or incapacity that, in the opinion of the dietitian’s regulatory authority in their primary province, renders or may render the dietitian unsuitable to practise dietetics or engage in virtual dietetic care.
- **“longitudinal care”** refers to ongoing, relationship-based health care with one or more regulated health professionals that spans time sufficient to support continuity, trust, and clinical understanding for a specific clinical concern.
- **“registrant”** is a person whose has been granted a license to practise dietetics and whose name is entered on a regulatory authority's register for the purpose of actively practising as a dietitian.
- **“participating jurisdictions”** are the provinces identified under this MOU.
- **“patient”** refers to the individual receiving or seeking dietetic care, diagnosis, or treatment from a dietitian. Furthermore, the term "patient" shall also include their parent(s), legal guardian(s), or substitute decision maker(s) who are authorized to make healthcare decisions on the patient’s behalf.
- **“practise”** means the provision of dietetics by a dietitian who is authorized to engage in the practice of dietetics pursuant to the legislation and regulatory authority of their Primary

Province consistent with the standards of practice, code of ethics, practice directives, guidelines, or policies issued by the regulatory authority.

- **“primary province”** refers to the participating jurisdiction in which the dietitian is physically located and authorized to practise dietetics.
- **“regulatory authority”** refers to a statutory authority established under provincial legislation for the purpose of governing one or more regulated health professions with delegated authority to act in the public interest.
- **“virtual dietetics” and “virtual dietetic care”** mean any clinical dietetic interaction between a dietitian regulated health professional and a patient that occurs via telecommunications (e.g., video, telephone, secure messaging), rather than in-person.
- **“secondary province”** refers to the participating jurisdiction in which the patient is physically located when receiving virtual dietetic care when the dietitian is not physically located in the same province.

The definitions given for any defined terms in this MOU shall apply equally to both the singular and plural forms of the terms defined.

3.0 SCOPE

This MOU applies to any dietitian who:

- is registered and/or licensed and in good standing with their primary province’s regulatory authority; and
- is physically located in their Primary Province at the time of providing virtual dietetic care to a patient physically located in a secondary province.

This MOU establishes a shared understanding between the parties that the definition of ‘practise’ includes, but is not limited, virtual dietetic care provided to a patient who is physically located in another participating jurisdiction, provided that:

- 1) such dietetic care is part of longitudinal care with the patient;
- 2) the dietetic care provided is managed by the primary province’s Health Authority or Crown Corporation;
- 3) such dietetic care falls within the scope of duties required under and is performed as part of the dietitian’s employment within the primary province’s Health Authority or Crown Corporation; and
- 4) such dietetic care does not require the establishment of new pathways or capacity to operationally support the ordering of screening or diagnostic tests to be performed in the secondary province.

This MOU is not intended to cover episodic, urgent, or non-publicly funded dietetic care unless such dietetic care is delivered as part of the defined longitudinal care relationship.

4.0 REGULATORY AUTHORITIES' ROLES AND RESPONSIBILITIES

4.1 Primary Province's Regulatory Authority

- Shall consider the virtual dietetic care provided to a patient in another participating jurisdiction under the conditions defined in Section 3.0 to be **practised in the primary province**.
- Shall retain full regulatory jurisdiction over the dietitian practising in the primary province, including with respect to registration and licensing, professional conduct, fitness to practise, reinstatement, and practice review processes.
- Shall advise its registrants of the scope and requirements of this MOU.

4.2 Secondary Province's Regulatory Authority

- Acknowledges the primary province's regulatory authority's jurisdiction over the dietitian providing virtual dietetics under this MOU.
- May refer complaints or concerns to the primary province's regulatory authority and may request updates regarding investigation of outcomes, as appropriate.
- If the dietitian is registered and licensed to practise dietetics in both the primary province and the second province, the secondary province's regulatory authority will assist the primary province's regulatory authority's investigation into a complaint or any other regulatory matter involving a patient located in the secondary province, if such assistance is requested by the primary province regulatory authority.

4.3 Policy Requirements

- Parties shall establish practise directives, guidelines, or policies for their registrants within 90 days of signing that include, at a minimum, the following requirements when delivering virtual dietetic care under this MOU:
 - Registrants shall adhere to the terms of this MOU.
 - Registrants shall disclose their primary province and regulatory authority to the patient when providing virtual dietetic care.
 - Registrants shall confirm that the patient's physical location is within the boundaries of a participating jurisdiction at the time of care.
 - Registrants shall practise only within their individual scope of practice, employer-imposed limitations, and competencies in their primary province.

- Registrants shall practise in accordance with their regulatory authority's standards of practice, code of ethics, practice directives, guidelines, and policies.
- Registrants shall ensure their professional liability insurance covers virtual dietetic care covered under this MOU.
- Registrants shall develop a process to address any adverse or unexpected events during a virtual session (e.g., call emergency contact, 911, wellness checks).
- Registrants shall take reasonable steps to ensure the appropriate use of virtual dietetic care and technology for each patient.
- Registrants shall reasonably ensure that any verbal language barriers between themselves and patients are managed to maintain the quality of care provided.
- Registrants shall act if they determine it is not appropriate or safe to proceed with virtual dietetic care, which may include re-scheduling the appointment in a timely, safe, and appropriate manner.
- Registrants shall ensure the confidentiality, privacy, and security of patients' personal health information and meet informed consent and record-keeping standards when providing virtual dietetic care based on any applicable legislation, standards, or policies under the Health Authority, Crown Corporation, or jurisdiction in which the registrant is practicing.
- Registrants shall be aware of and comply with all applicable legislation in the primary province and the secondary province when providing virtual dietetic care. In the event of any inconsistency between legislation in the primary province and the secondary province, the legislation in the primary province governs.

5.0 LIMITATIONS

- For clarity, this MOU does **not apply** to dietitians providing virtual care to patients **outside** the context of a longitudinal care **managed by the primary province's Health Authority or Crown Corporation**.
- This MOU is not intended to establish operational capacity or operational pathways to support the ordering of screening or diagnostic tests to be performed in the secondary province.
- Dietitians who do not meet the requirements set out in this MOU may be subject to separate registration and/or licensing requirements in the jurisdiction where the patient resides.
- Nothing in this MOU supersedes legislative authority or statutory responsibilities of either party.