



**The National Alliance of
Respiratory Therapy Regulatory Bodies**

**L'Alliance nationale des organismes de
réglementation de la thérapie respiratoire**

AGREEMENT FOR THE REGISTRATION OF RESPIRATORY THERAPISTS FROM UNREGULATED JURISDICTIONS IN CANADA

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1. Purpose

The purpose of this agreement is to promote labour mobility and the accessibility of employment opportunities of respiratory therapists from unregulated jurisdictions, pursuant to the principles of the Agreement on Internal Trade (AIT).

All of the signatories recognize that the primary purpose of Chapter 7 of the AIT (Labour Mobility) is to ensure that any respiratory therapist licensed by a regulatory body in one jurisdiction shall be licensed by all other regulatory bodies without any additional material training, experience, examinations or assessments. All of the signatories agree that it is in the public interest to extend these provisions to respiratory therapists practicing in unregulated jurisdictions who are members of the Canadian Society of Respiratory Therapists (CSRT) and meet the requirements of this agreement.

This agreement does not apply to mobility between regulated jurisdictions as that is dealt with comprehensively in the AIT and related jurisdictional legislation.

2. Definitions

In this agreement:

- 2.1 “applicant” means a respiratory therapist who is a registered member of the CSRT practising in an unregulated jurisdiction in Canada, and who wishes to practise in a regulated jurisdiction;
- 2.2 “Agreement on Internal Trade” means a reference to Chapter 7 of the AIT which permits individuals licensed by a regulatory body in one jurisdiction to be licensed by all other regulatory bodies without any material additional training, experience, examinations or assessments;
- 2.3 “continuing competency program” means the maintenance of ongoing knowledge, skills and abilities/judgement to practice the profession safely (may include “quality assurance program”, “mandatory continuing education”, or a similar program);
- 2.4 “CRTO” means the College of Respiratory Therapists of Ontario;
- 2.5 “CSRT” means the Canadian Society of Respiratory Therapists;
- 2.6 “legislation” includes legislation, regulations, by-laws and other legally binding provisions;
- 2.7 “licence” includes “registration” or a “certificate of registration” or a “practice permit”;
- 2.8 “MARRT” means the Manitoba Association of Registered Respiratory Therapists;
- 2.9 “member” means an individual who is licensed or registered by or holds a certificate of registration or a practice permit with a regulatory body, or is a registered member of the CSRT practising in an unregulated jurisdiction;
- 2.10 “NBART” means the New Brunswick Association of Respiratory Therapists;

- 2.11 “NSCRT” means the Nova Scotia College of Respiratory Therapists;
- 2.12 “OPIQ” means the Ordre professionnel des inhalothérapeutes du Québec;
- 2.13 “registered” means that an individual is licensed by or holds a certificate of registration or a practice permit with a regulatory body or is a registered member of the CSRT practising in an unregulated jurisdiction, that is not an associate, honorary or student membership;
- 2.14 “regulatory body” means any organization with the statutory authority to regulate respiratory therapists within a province or territory of Canada; specifically CARTA, CRTO, MARRT, NBART, NSCRT, OPIQ and SCRT;
- 2.15 “respiratory therapist” includes “respiratory care practitioner”; “inhalothérapeute”; “technicien en inhalothérapie et anesthésie” “thérapeute respiratoire”; “praticien des soins respiratoires”; “technician in inhalation therapy and anaesthesia”; “respiratory technologist” or any other title which describes the professional;
- 2.16 “SCRT” means the Saskatchewan College of Respiratory Therapists;
- 2.17 “signatories” means regulatory bodies that register and regulate respiratory therapists;
- 2.18 “supportive signatory” means the CSRT;
- 2.19 “the profession” means “respiratory therapy”; “respiratory care”; “inhalothérapie”; “thérapie respiratoire”; “soins respiratoires”; and “inhalation therapy”, “respiratory technology”, or any other title which describes the profession.
- 2.20 “unregulated jurisdiction” means a province or territory in Canada where there is no regulatory body for the profession of respiratory therapy.

3. Principles

- 3.1. This agreement does not limit the authority of each signatory to set occupational standards and requirements and recognizes that the ultimate responsibility for assessing whether applicants may practice the profession in a regulated jurisdiction lies with the regulatory body of that jurisdiction.
- 3.2. This agreement is based on trust and the assurance by the CSRT that it will apply its membership requirements and continuing education standards to ensure its members will meet standards acceptable to all regulatory bodies.

4. Mobility Rights

- 4.1. In order to be registered under this agreement an applicant must:
 - (a) be a registered member of the CSRT practising in an unregulated jurisdiction in Canada;
 - (b) be permitted by the CSRT to use the title “Registered Respiratory Therapist”;
 - (c) be in compliance with a program of continuing education established by the CSRT that meets the accepted requirements set by all of the signatories;
 - (d) have practised the profession within that unregulated jurisdiction for a minimum

of 750 hours within the previous two years while holding a current registered membership with the CSRT;

- (e) provide a letter of reference from their last or current employer(s) in a form prescribed by the signatories; and
 - (f) provide a letter from the CSRT confirming that the applicant has been a registered member in good standing for the past two years.
- 4.2. A person practising in an unregulated jurisdiction in Canada who meets the requirements set out in paragraph 4.1, shall be licensed or registered by a signatory without any requirement for any material additional training, experience, examinations, or assessments as part of that licensing procedure, subject to the conditions set out in this agreement.
- 4.3. A signatory may, as a condition of licensing an applicant from an unregulated jurisdiction, impose requirements on that applicant (other than any requirement for any material additional training, experience, examinations, or assessments) provided that any requirements are the same as, or substantially similar to but no more onerous than those imposed by the signatory on its own members as part of the normal registration process. For example, applicants may be required to:
- (a) pay an application or processing fee;
 - (b) obtain insurance, malpractice coverage or similar protection;
 - (c) undergo a criminal check or otherwise demonstrate good character;
 - (d) demonstrate knowledge of the standards maintained by that regulatory body applicable to the practice of respiratory therapy in that province.
- 4.4. Nothing in this Agreement limits the ability of a signatory to:
- (a) refuse to license an applicant or impose terms, conditions, or restrictions on his or her ability to practice (including imposing a requirement for additional training, experience, examinations or assessments as a condition of licensing) where such action is considered necessary to protect the public interest as a result of complaints, disciplinary, criminal or other proceedings or information against the applicant in any jurisdiction, whether in or outside Canada, relating to the competency, conduct or character of that applicant; or
 - (b) require the applicant to demonstrate proficiency in either English or French in a health care environment.
- 4.5. This agreement does not apply to CSRT members who hold an associate, honorary or student membership.

5. Procedural Requirements

- 5.1. Applicants will be required to submit information in a form prescribed by the signatories that is consistent with this agreement.
- 5.2. Applicants will be required to pay the fees and dues established by the signatories to which they apply.

6. Administration of this Agreement

- 6.1 The signatories to this agreement agree to establish and maintain a monitoring committee consisting of at least one representative from each jurisdiction who will be responsible for the implementation, maintenance, monitoring, assessment, problem-solving and dispute settlement associated with the terms and conditions of this agreement.
- 6.2 All expenses of the members of the monitoring committee are the responsibility of their respective signatories.
- 6.3 The signatories to this agreement agree to review the operation of this agreement annually, or as required.
- 6.4 The signatories shall provide at least 6 months advance written notification in the event they wish to withdraw from this agreement.
- 6.5 The content of this agreement may be amended, in particular, by the addition of other signatories with the unanimous and written consent of the signatories to the agreement.


7. Duration


- 7.1 The provisions of this Agreement shall become effective on the date it is signed.
- 7.2 The duration of this Agreement shall be from the date it is signed to October 22, 2015.

Signed at Banff, Alberta, this 21st day of October 2010


SIGNATORIES¹

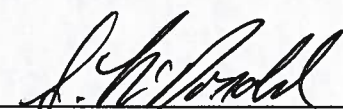
On behalf of CRTO:


Kevin Taylor RRT
President



Christine Robinson
Registrar

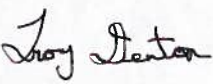
On behalf of MARRT:


Tracy Simcoe RRT
President



Shane McDonald RRT
Registrar


On behalf of NBART:


Beth Knowles RRT
President

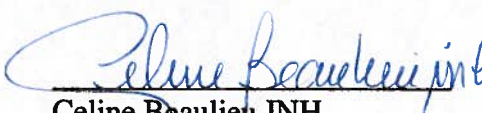

Troy Denton RRT
Registrar

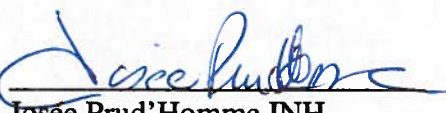
On behalf of NSCRT:


Raj Makkar RRT
President



Shannon McDonald RRT
Registrar

On behalf of OPIQ:


Celine Beaulieu INH
Présidente


Josee Prud'Homme INH
Directrice générale

On behalf of SCRT:


Candi Thompson RRT
President


Stephen Chard RRT
Registrar

¹ All of the signatories have the authority to sign on behalf of their organizations.

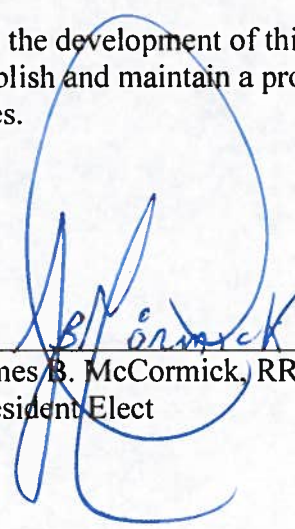
SUPPORTIVE SIGNATORY

The CSRT is committed to excellence in the practice of respiratory therapy and to the principle and facilitation of interprovincial labour mobility.

While it is recognized that the CSRT does not have the authority to regulate the profession, the CSRT is mandated by its membership to set requirements/standards for membership. The CSRT acknowledges that this agreement is based on trust and the assurance by the CSRT that it will apply those requirements and as a result, its members will meet the standards acceptable to all regulatory bodies.

The CSRT has participated in the development of this Agreement and in order to assist in its facilitation has agreed to establish and maintain a program of continuing education that meets the requirements of the signatories.

On behalf of CSRT:



James B. McCormick, RRT
President Elect



Christiane Ménard
Executive Director