

**MUTUAL RECOGNITION AGREEMENT FOR RESPIRATORY THERAPISTS:
NOVEMBER 17, 2002**

1 Purpose

- 1.1 The purpose of this agreement is to promote the mobility and access to employment opportunities of respiratory therapists, pursuant to the Agreement on Internal Trade.

2 Definitions

- 2.1 In this agreement:

- 2.1.1 “applicant” means a person who is a respiratory therapist with any regulatory body in Canada, or is practising as such in an unregulated jurisdiction in Canada as a registered member of the CSRT, and wishes to practise in another jurisdiction;
- 2.1.2 “CARTA” means the College and Association of Respiratory Therapists of Alberta;
- 2.1.3 “commonality” means approximately 80% equivalency as agreed to by the parties;
- 2.1.4 “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);
- 2.1.5 “CRTO” means the College of Respiratory Therapists of Ontario;
- 2.1.6 “CSRT” means the Canadian Society of Respiratory Therapists;
- 2.1.7 “legislation” includes legislation, regulations, by-laws and other legally binding provisions;
- 2.1.8 “licence” includes “registration” or a “certificate of registration” or a “practice permit”;
- 2.1.9 “MARRT” means the Manitoba Association of Respiratory Therapists;
- 2.1.10 “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;
- 2.1.11 “OPIQ” means the Ordre professionnel des inhalothérapeutes du Québec;
- 2.1.12 “registered” means that an individual holds a licence with a regulatory body or is a registered member of the CSRT practising in an unregulated jurisdiction, that is not a graduate, provisional, temporary or student licence;
- 2.1.13 “regulatory body” means any organization with the statutory authority to regulate respiratory therapists within a province or territory of Canada; specifically CARTA, CRTO, MARRT and OPIQ;

- 2.1.14 “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;
- 2.1.15 “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;

3 Principles

- 3.1 This mutual recognition agreement does not limit the authority of each regulatory body or the CSRT to set standards and requirements and recognizes that the ultimate responsibility for assessing whether applicants may safely practice the profession is the right of the regulatory bodies of each jurisdiction.
- 3.2 All parties recognize that the ongoing demonstrated competence of an individual through their practical work experience in addition to the existence of a regulatory model which includes entry to practice requirements, accreditation of educational programs, the use of a quality assurance program that assesses continuing competence, and a complaints and discipline system, is the basis upon which this mutual recognition agreement is founded.
- 3.3 All parties acknowledge that there is a significant overlap in the practice of the profession in all provincial and territorial jurisdictions and that there is at least 80% overlap between the entry to practice competencies required to obtain a licence with each of the regulatory bodies.
- 3.4 While there are differences in the models used to evaluate entry to practice competencies and differences in the weighting or importance associated with the various competencies, all parties acknowledge that at least some outcome measures are used by each of the regulatory bodies.
- 3.5 All parties acknowledge that the mutual recognition agreement is based on trust and the assurance by each regulatory body that it fulfills its statutory requirements and as a result its members meet a provincially or territorially defined standard.
- 3.6 Each jurisdiction will have legislation and standards of practice that are specific to their jurisdiction.

4 Mobility Rights

- 4.1 A person licensed as a “Registered Respiratory Therapist”; “Registered Respiratory Care Practitioner”; “inhalothérapeute”; “technicien en inhalothérapie et anesthésie” or a “Technician in Inhalation Therapy and Anaesthesia” on application, shall be licensed by the other regulatory body without restrictions other than those imposed on all members, subject to the

conditions set out in this agreement.

- 4.2 Applicants must be registered with a regulatory body or be a registered member of the CSRT practising in an unregulated jurisdiction, and provide evidence of practising the profession within that jurisdiction for a minimum of 720 hours within the previous four years before being entitled to exercise the rights under this agreement.
- 4.3 This agreement does not apply to individuals who hold a graduate, provisional, temporary or student licence.

5 Procedural Requirements

- 5.1 Applicants will be required to complete an application form, prescribed by the regulatory body, or the CSRT, that is consistent with this agreement.
- 5.2 Applicants will be required to pay the fees and dues established by the regulatory body, or the CSRT, to which they apply. Those fees and dues shall not exceed those fees and dues paid by other applicants.

6 Examination/Evaluation Process

- 6.1 A regulatory body, or the CSRT, shall not require additional examinations or evaluations of applicants except as provided for by specific legislative requirements in any jurisdiction. Applicants may be required to demonstrate effective communication skills in English and/or French in a health care environment.

7 Supervision of Practice or Continuing Competency Programs

- 7.1 Each regulatory body, or the CSRT, agrees to maintain supervision of practice or a continuing competency program.

8 Additional Licensing Requirements

- 8.1 A regulatory body may impose additional requirements for licensing relating to the immigration status, professional misconduct, incompetence, and physical or mental capacity of an applicant. Those requirements shall be no more onerous than those imposed on other applicants.
- 8.2 A regulatory body may impose the same terms, conditions or limitations that were imposed on the applicant by the original regulatory body.

9 Legislative Amendments

- 9.1 To the extent that a regulatory body's enabling legislation is inconsistent with the mobility rights protected by this agreement, that regulatory body shall actively seek amendment to the legislation.

10 Administration of this Agreement

- 10.1 The regulatory bodies, and the CSRT, who are signatories to this agreement, agree to establish and maintain a monitoring committee consisting of at least one and no more than two representatives 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.
- 10.1.2 All expenses of the members of the monitoring committee are the responsibility of their respective signatory organizations.
- 10.1.3 The signatories to this agreement agree to review the operation of this agreement every five years, or as required.
- 10.1.4 The signatories shall provide twelve months' advance notification in writing, with reasons, for withdrawing from this agreement.
- 10.2 The content of this agreement may be amended, in particular, by the addition of other regulatory bodies or professional associations in unregulated jurisdictions. The unanimous and written consent of the signatories to the agreement is then required.

On behalf of CARTA:

Gerald K Spence
President
Bryan Buell
Registrar

On behalf of CRTO:

Bill Butler
President
Gord Hyland
Registrar

On behalf of MARRT:

Todd Mortimer
President
Shane McDonald
Registrar

On behalf of OPIQ:

Josée Prud'Homme
Director General
Celine Beaulieu
President

On behalf of CSRT:

Daniel Paré
President

Witness: Patty Wickson BC

Witness: Patrick Litwin LMC