

MEMORANDUM OF UNDERSTANDING (“MOU”)

CROSS BORDER PHYSIOTHERAPY

This MOU is approved in principle as of October 30, 2016 and made effective regulators signing the MOU.

BETWEEN: Physiotherapy Regulatory Colleges in Canada Outlined on the Signature Page 5

OVERVIEW:

This MOU intends to use existing physiotherapy regulatory frameworks in Canada to enable cross border physiotherapy using tele-rehabilitation or in person services where that is geographically possible or when services are not otherwise available. Cross border refers to services performed across a provincial border for the purpose of transferring expertise or physiotherapy knowledge, improving individual choice and enabling greater efficiencies in providing physiotherapy through cross border regulatory co-operation. This MOU does not consider reimbursement issues which are not regulatory matters but it does consider all matters of regulatory importance.

DEFINITION:

Telerehabilitation refers to the provision of physiotherapy services which involves communication with a patient who is remotely located from the primary physiotherapist providing service. It can include mediums such as videoconferencing, email, apps, web-based communication, wearable technology. Personnel may or may not be present with the patient. All of the professional behaviours involved in the exchange of information are the same as if the patient is in direct face to face contact with the Physical Therapist.

Telerehabilitation is a modality that can be used to serve the public interest by delivering services not otherwise available without compromising quality of care or regulatory accountability. Services should always be provided in accordance with standards of practice or any applicable guidelines.

In person services are those physiotherapy services provided by a physiotherapist in direct face to face contact with a person.

PRINCIPLES:

- A) Physiotherapists whose primary practice is in one province (the “primary jurisdiction”) may deliver physiotherapy services to patients who are physically situated in another province as patient interest demands (“cross-border services”)
- B) This MOU applies to services provided for the purpose of continuing to provide patient care for patients whose physiotherapy began in the primary jurisdiction and who would benefit from continued and time-limited service in the secondary jurisdiction (the “services”) or where services are not otherwise available and the patient would benefit from such services.
- C) These services may be delivered using information and communication technologies or in person; (hereinafter referred to as “Cross-border Services”)
- D) Whether the services are provided as cross-border or in person, they are intended to provide follow-up care to existing patients only and must not be provided where the best interests of the patient would be to find in-person care in the patient’s own jurisdiction;

- E) Physiotherapy regulators require clarity with respect to the regulatory requirements that apply to physiotherapists who are providing the services referred to in this agreement;
- F) Physiotherapists who are providing these services require clarity with respect to the regulatory requirements that apply when they are providing care to patients in another jurisdiction (the “secondary jurisdiction”);
- G) The parties to this MOU (the “Parties”) recognize the value in having a common understanding regarding the regulatory requirements that exist for the effective regulation of practitioners providing cross-border services;
- H) The Parties wish to adopt regulatory requirements that remove unnecessary barriers that could discourage practitioners from providing cross-border services, while ensuring that the public are adequately protected; and
- I) The MOU is intended to establish how Parties will address key regulatory requirements (registration, continuing competence, insurance and discipline) for practitioners providing cross-border services in another province or territory which is a Party to this MOU.

REGISTRATION IN ALL JURISDICTIONS WHERE PATIENTS ARE PHYSICALLY SITUATED:

- 1) A Practitioner must be registered as a member of the physiotherapy regulatory body in the jurisdiction where the physiotherapist resides and where the majority of their patients are physically situated (“Primary Jurisdiction”).
- 2) A Practitioner who intends to provide cross-border services must be registered as a member of the physiotherapy regulatory body in all other jurisdictions where the patients who are receiving physiotherapy services directly from the physiotherapist are physically located (“Secondary Jurisdiction”).

REGISTRATION IN SECONDARY JURISDICTION:

- 3) Each of the Parties will endeavor to implement fair, transparent and consistent registration and renewal processes for Practitioners engaging in cross-border services by:
 - a) Creating policies or guidelines outlining the registration requirements for Practitioners who intend to provide cross-border services and who are seeking registration in a Secondary Jurisdiction;
 - b) Establishing that Cross-border Practitioners may be registered in the Secondary Jurisdiction for the purpose of providing Cross-border Services by providing proof of registration, good standing and any other requisite information from the Primary Jurisdiction;
 - c) Establishing that:
 - i) Cross-border Practitioners may renew their registration in the Secondary Jurisdiction annually by providing evidence to the Secondary Jurisdiction confirming that the Practitioner continues to be a member in good standing in the Primary Jurisdiction; and
 - ii) Cross-border Practitioners are not required to fulfill other requirements that may exist in the Secondary Jurisdiction that do not apply in the Primary Jurisdiction such as

specific continuing competence program requirements that may differ between jurisdictions.

- d) Creating or using an existing appropriate category or register for Cross-border Practitioners who are only seeking registration in the Secondary Jurisdiction for the purpose of providing Cross-border Services;
- e) Determining whether to place a limitation or condition on the Cross-border Practitioner's annual practice permit restricting practice in the Secondary Jurisdiction to the provision of Cross-border Services;
- f) Charging a reduced registration or renewal fee that reflects the limitations on practice in the Secondary Jurisdiction; and
- g) Seeking legislative amendments if such amendments are necessary in order grant registration in the Secondary Jurisdiction on the basis set out above.

CONTINUING COMPETENCE:

- 4) The Parties recognize that continuing competence requirements and programs may differ between jurisdictions. The Parties agree that:
 - a) physiotherapists must comply with continuing competence requirements in their Primary Jurisdiction; and
 - b) if the continuing competence requirements between the Primary and Secondary Jurisdictions differ, compliance with the competence requirements in the Primary Jurisdiction will be sufficient for the purposes of renewing registration in the Secondary Jurisdiction.

INSURANCE:

- 5) Cross-border practitioners must hold personal liability insurance in an amount that meets the minimum requirements of both jurisdictions when engaged in cross-border physiotherapy. Where there is a difference in minimum requirements, the practitioner must be insured to meet the higher requirements.

DISCIPLINE:

- 6) The Parties recognize and acknowledge that:
 - a) Cross-border Practitioners must adhere to legislation including the Scope of Practice, Codes of Ethics and Standards of Practice that exist in both the Primary and Secondary Jurisdictions;
 - b) The Complainant has the right to choose where the complaint is launched. This jurisdiction will become the Primary Complaint Jurisdiction and the other the Secondary Complaint Jurisdiction.
 - c) Cross-border Practitioners may be subject to complaints and discipline about their conduct in both the Primary and Secondary Jurisdictions; and

- d) The Parties have jurisdiction regarding complaints received about Cross-border Practitioners regardless of the fact that the alleged unprofessional conduct may have occurred in a different province or territory.
- 7) The Primary Complaint Jurisdiction will make inquiries to determine whether a complaint has also been made in the other jurisdiction in which the Cross-border Practitioner is registered.
- 8) The Primary Complaint Jurisdiction will inform the Secondary Complaint Jurisdiction:
 - a) that a complaint has been received; and
 - b) of the outcome of the complaint.
- 9) Once the complaint has been considered and a decision about it is reached by the Primary Complaint Jurisdiction, the Secondary Complaint Jurisdiction will determine what, if any, further steps are required in accordance with its own governing legislation.
- 10) The Parties recognize that they must only disclose information to one another in compliance with applicable legislation. If the legislation does not permit the Parties to disclose information to one another without obtaining consent from the appropriate persons, the Parties will endeavor to obtain consent from the appropriate persons prior to disclosing information to one another.

LEGISLATIVE AMENDMENTS:

- 11) The Parties recognize that there are different legislative requirements in each province or territory and that the above can only be implemented if it is not contrary to the governing legislation.
- 12) The Parties agree to:
 - a) Determine whether the framework referenced above is contrary to current governing legislation; and
 - b) Seek legislative amendments necessary to implement the foregoing if required.

STANDARDS OF PRACTICE/GUIDELINE:

- 13) The Parties agree to develop a standard of practice or guideline setting out expectations of practitioners involved in Cross-border services that may include explicit expectations about client consent or other aspects of Cross-border services that differ from practice in the primary or secondary jurisdiction.