

**MEMORANDUM OF UNDERSTANDING
CROSS-PROVINCIAL PRACTICE**

BETWEEN

**COLLEGE OF AUDIOLOGISTS AND SPEECH-LANGUAGE PATHOLOGISTS OF
ONTARIO ("CASLPO")**

-AND-

**COLLEGE OF AUDIOLOGISTS AND SPEECH-LANGUAGE PATHOLOGISTS OF
MANITOBA ("CASLPM")**

-AND-

**ALBERTA COLLEGE OF SPEECH-LANGUAGE PATHOLOGISTS AND
AUDIOLOGISTS ("ACSLPA")**

-AND-

**NEW BRUNSWICK ASSOCIATION OF SPEECH-LANGUAGE PATHOLOGISTS
AND AUDIOLOGISTS ("NBASLPA")**

-AND-

**SASKATCHEWAN ASSOCIATION OF SPEECH-LANGUAGE PATHOLOGISTS
AND AUDIOLOGISTS ("SASLPA")**

-AND-

**EACH OTHER PROVINCIAL REGULATORY BODY PROVIDED WITH THE
LEGISLATIVE MANDATE TO REGULATE THE PROFESSIONS OF AUDIOLOGY
AND SPEECH-LANGUAGE PATHOLOGY WHO AFTER THE DATE HEREOF**

**AGREE TO BECOME PARTY TO, AND BOUND BY, THIS MEMORANDUM OF
UNDERSTANDING**

(collectively, the “Regulators”, and each individually either “CASLPO”, “CASLPM”,
“ACSLPA”, “NBASLPA”, “SASLPA” or, the “Regulator”).

1. BACKGROUND

- 1.1.** CASLPO is established under the *Audiology and Speech-Language Pathology Act, 1991*, S.O. 1991 c. 19. Pursuant to the *Regulated Health Professions Act, 1991*, S.O. 1991 c. 18 and the *Health Professions Procedural Code*, Schedule 2 to the RHPA, CASLPO is empowered, among other things, to regulate the professions of audiology and speech-language pathology in the Province of Ontario in order to serve and protect the public interest.
- 1.2.** CASLPM is empowered by *The Regulated Health Professions Act*, C.C.S.M. c. R117, the *Practice of Audiology and Practice of Speech-Language Pathology Regulation*, and the *College of Audiologists and Speech-Language Pathologists of Manitoba General Regulation* to regulate the professions of audiology and speech-language pathology in the Province of Manitoba in order to serve and protect the public interest.
- 1.3.** ACSLPA is empowered by the *Health Professions Act*, R.S.A. 2000, c. H-7 to regulate the professions of audiology and speech-language pathology in the Province of Alberta in order to serve and protect the public interest.
- 1.4.** NBASLPA is empowered by *An Act Incorporating the New Brunswick Association of Speech-Language Pathologists and Audiologists*, S.N.B. 1987, c. 71, and *An Act Respecting Health Professionals*, S.N.B. 1996, c. 82 to regulate the professions of audiology and speech-language pathology in the Province of New Brunswick in order to serve and protect the public interest.
- 1.5.** SASLPA is empowered by *The Speech-language Pathologists and Audiologists Act*, S.S. 1990-91, c. S-56.2 as amended by the Statutes of Saskatchewan, 2002, c.24; 2004, c.L-16.1; 2009, c.T-23.01; 2010, c.B-12, and c.19 and 20; 2014, c.E-13.1; 2015, c.21; 2018, c.42; and 2020, c.9 to regulate the professions of audiology and speech-language pathology in the Province of Saskatchewan in order to serve and protect the public interest.
- 1.6.** Each other Regulator empowered by their governing legislation to regulate the professions of audiology and speech-language pathology in their respective province in

order to serve and protect the public interest who, after the date hereof, agrees to become a party to, and be bound by, this Memorandum of Understanding (“**MOU**”) may do so upon unanimous approval of the existing parties to the MOU and by execution of a joinder agreement in the form attached hereto as Schedule “A”.

- 1.7 The Canadian Free Trade Agreement was entered into by Canada, Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Newfoundland and Labrador, the Northwest Territories, Yukon, and Nunavut on July 1, 2017 (the “CFTA”) to help achieve the objective of eliminating barriers to the free movement of persons, goods, services and investments within Canada. The labour mobility provisions of the CFTA (Chapter 7) allow registrants in a regulated profession or trade to have their qualifications recognized and thereby be able to work anywhere in Canada, without any requirement for any material additional training, experience, examinations or assessments as part of their request for certification on a permit-to-permit basis (“**Labour Mobility**”).

2. **DEFINITIONS**

- 2.1. “**applicant**” means a natural person who is a registrant, in good standing, in a primary province and submits an initial or subsequent application for a cross-provincial license to a Regulator in a secondary province.
- 2.2. “**client/patient**” means a person who receives services from an audiologist or speech-language pathologist engaged in cross-provincial practice.
- 2.3. “**Continuing competence/quality assurance**” means a set of requirements or a specified program implemented by Regulators in their respective province that is intended to assure the quality of practice of the profession, to promote and support continuing evaluation and improvement of the professional knowledge, skills, attitudes, and judgment of the registrants and to enhance the practice of the regulated health profession.
- 2.4. “**cross-provincial license**” means the authorization, including certificate, license, permit or other comparable registration that is granted by a Regulator to an audiology or speech-language pathology professional authorizing cross-provincial practice.
- 2.5. “**cross-provincial practice**” means a service that is within the practice of audiology or speech-language pathology, provided by a registrant registered in their primary province to a client/patient located in a secondary province, by virtual care or in person care. Cross-provincial practice does not include reasonably urgent limited services that are within the practice of audiology or speech-language pathology where the client/patient is temporarily absent from their primary province and is physically present in a secondary province; provided that such urgent limited services, which can be offered without a cross-provincial license, do not exceed a maximum cumulative

total of 3 practice hours in any given registration year.

2.6. “direct client/patient contact services” means screening, assessment, treatment, counselling or consultation provided to a client/patient or anyone related to a cross provincial license holder’s client/patient in a secondary province.

2.7. “in good standing” means in respect of an applicant for an initial or subsequent cross-provincial license in a secondary province:

(a) the registrant’s registration in the primary province is current as evidenced by a declaration of the applicant, and is not:

- (i) suspended; or
- (ii) subject to terms, conditions or limitations;

(b) the registrant:

- (i) does not have a complaint filed against them which is unresolved;
- (ii) is not the subject of a Report (applicable to Ontario registrants);
- (iii) is not subject to an active regulatory investigation;
- (iv) is not subject to an active referral to discipline proceedings; or
- (v) has resolved disciplinary or conduct matters that are not relevant to cross-provincial practice, as determined by the secondary province.

(c) the registrant meets the requirements for continuing competence/quality assurance of the primary province; and

(d) the registrant has paid the applicable fees to be registered in the primary province and does not owe any debts to that Regulator.

2.8. “in person care” by registrants means the in-person provision of services to clients/patients.

2.9. “profession” means either the profession of audiology or speech-language pathology as provided for within the respective scope of practice regulated by that Regulator.

2.10. “primary province” means the province where the registrant is registered as an active practitioner who is not practicing under mentorship or supervision and where a majority of that registrant’s clients/patients habitually reside.

2.11. “registrant” means, in respect of a designated health profession under applicable provincial legislation, a natural person who is granted authorization to practice the profession independently without mentorship or supervision as a member of its regulatory body in accordance with the relevant legislation, to provide professional services as an audiologist or speech-language pathologist.

2.12. “secondary province” means the province where the registrant is not registered immediately prior to application for a cross-provincial license and where, after receipt of a cross-provincial license, a minority of the registrant’s clients/patients habitually reside.

2.13. “virtual care” means the provision of technology-enabled audiology and speech-language pathology services to patients who are in a different location from the audiologist, speech-language pathologist or supervised support personnel. Virtual care includes training or educating parents, partners and significant others, via technology, for the benefit of the patient. It also includes technology-enabled instruction and consultation to support personnel and other professionals who are interacting with the patient in real time. Different formats of virtual care can include synchronous (interacting with the patient in real-time), asynchronous (interaction not occurring at the same time), telephone, video, audio, or written electronic formats (emails and text messages).

3. PURPOSE AND PRINCIPLES

3.1. The Regulators recognize that the professions continue to evolve by integrating the use of communications and information technologies to enhance services provided to clients/patients, and that this use of virtual care is increasing.

3.2. The Regulators recognize the value in using regulatory requirements and other policy tools to enhance and support a client’s/patient’s choice of practitioners, whether situated in their local province or otherwise.

3.3. The Regulators wish to collaborate by harmonizing regulatory requirements for the effective regulation of the professions in their respective provinces as new and emerging communications and information technologies evolve.

3.4. The Regulators wish to use regulatory requirements and other policy tools to remove unnecessary barriers that could discourage registrants engaging in cross-provincial practice or limit patient choice of practitioners, while ensuring that the public is adequately protected.

3.5. The purpose of this MOU is to enter into an agreement that the Regulators shall act to establish and implement a license to practice for registrants engaging in cross-provincial practice within the limits set forth in this MOU, and to address key regulatory requirements for such registrants.

3.6. The Regulators recognize that the purpose of this MOU as set out in section 3.5 supports the Labour Mobility obligations of each Regulator in force in each province that are applied when considering an applicant from another province where the applicant holds a license to practice. The Regulators will continue to apply Labour Mobility provisions throughout their application process, including for the purposes

of issuing cross-provincial licenses, in accordance with applicable legislation, regulations, by-laws, rules and policies. While an application for a cross-provincial license is a Labour Mobility application and the applicant could apply for a “full” license in the secondary province, this MOU allows the applicant to choose a license, although limited in scope, that is less costly and does not carry with it the same level of continuing competence/quality assurance requirements.

- 3.7.** For greater certainty, this MOU shall not in any way limit the ability, authority and obligation of the Regulators when regulating the professions in their respective provinces. Such ability, authority and obligation shall prevail over any provision of this MOU. In the case of a conflict between this MOU and any act or regulation, the act or regulation shall prevail.

4. CROSS-PROVINCIAL LICENSE

- 4.1.** A registrant who wants to engage in cross-provincial practice shall apply to the Regulator in the secondary province to be registered in the secondary province.
- 4.2.** A registrant applying or reapplying, for a cross-provincial license in a secondary province:
- 4.2.1.** Shall be in good standing in the primary province, and the secondary province, as applicable;
 - 4.2.2.** Shall only provide a cumulative total of 200 hours or less of direct client/patient contact services, including both virtual care and in person care during an annual period in the secondary province from the date of issuance of the cross-provincial license;
 - 4.2.3.** Shall pay all applicable fees and meet the professional liability insurance requirements in the secondary province;
 - 4.2.4.** Shall meet the currency requirements of the primary province and any applicable Labour Mobility requirements of the secondary province; and
 - 4.2.5.** May reapply for a cross-provincial license on an annual basis, if the registrant meets the requirements of 4.2.1. to 4.2.4.
- 4.3.** A registrant who successfully obtains a cross-provincial license shall be subject to continuing obligations during the limited one-year term of the cross-provincial license in the secondary province to meet all requirements of 4.2.1 to 4.2.4. Failure to meet such terms, conditions or limitations (or any other terms, conditions or limitations imposed by the Regulators) will result in termination of the cross-provincial license.
- 4.4.** The Regulators shall act to implement transparent, objective, impartial, fair and consistent annual license requirements in creating a license category or sub-category of license for cross-provincial practice. The Regulators agree that they shall:

- 4.4.1.** Seek legislative amendments if such amendments are required to grant license for cross-provincial practice;
 - 4.4.2.** Act to develop, amend or implement by-laws as necessary that establish cross-provincial practice; and
 - 4.4.3.** Act to develop, amend or implement policies or guidelines prescribing cross-provincial practice.
- 4.5.** Each Regulator agrees to inform the other Regulators of any proposed changes or amendments to legislation, by-laws, policies or fees referred to in sections 4.4.1 to 4.4.3 at least 90 days prior to the implementation of the proposed change. The other Regulators shall review any such proposed changes and shall notify the Regulator proposing the change if they have any comments or concerns which shall be considered and, if permitted by applicable legislation, in good faith, incorporated into the proposed changes to legislation, by-laws, policies or fees.

5. PROFESSIONAL CONDUCT MATTERS

5.1. The Regulators agree that:

- 5.1.1.** Registrants registered in the secondary province shall adhere to all legislative requirements in both primary and secondary provinces, including legislation, regulations, by-laws, Codes of Ethics or Standards of Practice;
- 5.1.2.** Registrants registered to provide cross-provincial practice may be subject to professional practice matters concerning their professional conduct, competence and capacity in both primary and secondary provinces; and
- 5.1.3.** Despite the discretion of both primary and secondary provinces to seize carriage of a complaint naming a registrant registered in a secondary province as the respondent, to avoid any conflict of law, the Regulators agree that if a complaint or report is received about a registrant, the province receiving the complaint shall make inquiries to determine whether a complaint or report has also been made in the other province in which the registrant is registered.

5.2 If a complaint has been made in one province and not the other, the Regulators agree that the Regulator in the province where the complaint or report is made shall notify the other province in order to discuss and, subject to each Regulator's applicable governing legislation, decide who will administer the complaint or report (unless the governing legislation of the province where the complaint or report is made prohibits it from allowing a different province to administer the matter). The province chosen to administer the complaint or report shall:

- 5.2.1.** Seize carriage of the complaint or report in accordance with the province's governing legislation; and

8. REVIEW AMENDMENT, RENEWAL, AND TERMINATION

- 8.1.** The initial term of this MOU is three years (36 months) from the date on which this MOU has been signed, unless renewed by the Regulators pursuant to section 8.2.3, this MOU expires.
- 8.2.** This MOU is subject to:
- 8.2.1.** review upon receipt of a written request by any one of the Regulators at any time;
 - 8.2.2.** amendment with the agreement in writing of the Regulators at any time;
 - 8.2.3.** renewal with the agreement in writing of the Regulators at any time prior to the expiration of this MOU; and
 - 8.2.4.** termination in the event that all or all but one Regulator withdraws from this MOU in accordance with section 8.4.
- 8.3.** In any event, the Regulators shall review this MOU for the purpose of its renewal one year prior to the date on which the MOU expires under section 8.1.
- 8.4.** In the event that a Regulator intends to withdraw from the MOU:
- 8.4.1.** 90 days written notice to the other Regulator(s) shall be provided before the termination is considered effective; and
 - 8.4.2.** Before the termination is considered effective, the Regulator shall inform registrants who are registered to provide cross-provincial practice of the ethical and practice requirements to bring an end to their cross-provincial practice, in a manner meeting legislative requirements.
- 8.5.** No amendment to or modification of this MOU, including the admission of additional Regulators is effective unless it is in writing, identified as an amendment to or modification of this MOU and signed by each party to this MOU and the new Regulator, as applicable.

[Signature Page Follows]