



## **MEMORANDUM OF UNDERSTANDING ("MOU")**

### **CROSS-JURISDICTIONAL REMOTE PRACTICE IN OCCUPATIONAL THERAPY IN CANADA**

**A MOU outlining the regulatory processes for the provision of remote practice in another province.**

*This MOU is approved in principle as of April 30, 2024, and made effective at the time regulators sign and/or implement the MOU.*

**BETWEEN:** Occupational Therapy regulatory organizations in Canada named on the signatory page (the parties).

**OBJECTIVES:** This MOU has been developed to:

- A) Manage the accountability of occupational therapists when they are practicing remotely in other provinces,
- B) Enhance access to occupational therapy services, and
- C) Ensure that the public are adequately protected.

#### **DEFINITIONS:**

***In-Person Services***

Refers to practice where the occupational therapist and client are both in the same physical location.

***Occupational Therapy Services***

Includes but is not limited to: initial assessment or reassessment, intervention and/or ongoing treatment, providing education and/or teaching, consultation and/or case management, etc. with a client(s) in another jurisdiction(s).

***Primary jurisdiction***

The province in which the occupational therapist is registered/licensed.

***Secondary jurisdiction***

Any other province where the clients, to whom the occupational therapist is providing services using remote practice, are physically located (either on a temporary or permanent basis).

***Remote Practice***

Refers to the use of information and communication technologies (ICT) for the purpose of delivering occupational therapy services when the client and the occupational therapist are located in different physical locations.

#### **PRINCIPLES:**

- A. In-person occupational therapy practice requires registration/licensure in every jurisdiction in which it occurs.
- B. Remote practice must be an appropriate mode of service delivery for that client.



## **AGREEMENTS:**

- A. Occupational therapists who are registered/licensed in a primary jurisdiction that is a signatory to this MOU may deliver remote occupational therapy services to clients who are physically located in a secondary jurisdiction that is also a signatory to this MOU without being registered/licensed in the secondary jurisdiction.
- B. Occupational therapists providing education in the form of an online workshop/webinar, etc. to an audience in a secondary jurisdiction(s) may not need to be registered/licensed in the secondary jurisdiction(s) subject to requirements of the secondary jurisdiction.
- C. An occupational therapist who is providing remote services to clients physically located in a secondary jurisdiction is required to understand and comply with legislative and regulatory requirements in both the primary and secondary jurisdiction e.g., privacy legislation, child protection legislation, registration/licensing requirements for restricted activities or controlled acts in the secondary jurisdiction, etc.
- D. Occupational therapists registered/licensed in a primary jurisdiction who are temporarily situated in another jurisdiction (e.g., on vacation) may continue to offer remote services from that secondary province without being registered/licensed where they are temporarily situated.
- E. Clients who receive remote services shall have access to the complaints process of the occupational therapist's primary jurisdiction.
- F. The regulatory organization in the primary jurisdiction will process, manage and assume costs for processing and managing complaints or reports about their registrants/licensees regardless of where the services were provided.
- G. The Parties also agree that the regulatory organization in the secondary jurisdiction will cooperate with the regulator in the primary jurisdiction in the follow-up of processing the complaint or report and will provide such information or documentation as is reasonable or permitted, in the circumstances.
- H. This MOU does not apply to occupational therapists providing remote services in their primary jurisdiction with clients physically located in that same jurisdiction.
- I. This MOU does not apply to the provision of in-person occupational therapy services in a secondary jurisdiction, which requires registration/licensure in that secondary jurisdiction.
- J. An exact French translation of this agreement will be obtained and will be equally accepted and adhered to by all signatories as an official version of this agreement.

## **REGISTRATION**

An occupational therapist who intends to provide cross-jurisdiction remote practice services:

- i) Must be registered/licensed with a Canadian occupational therapy regulatory organization (the "primary jurisdiction").
- ii) Must comply with the legislative and regulatory requirements of the primary and secondary jurisdiction when carrying out remote practice, including but not limited to restrictions or



conditions on their registration or license.

- iii) Must confirm with the secondary jurisdiction whether or not registration is required if the remote practice includes providing services that are considered restricted activities or controlled acts in that secondary jurisdiction. The secondary jurisdiction has the right to require registration for the provision of these services and will determine what type of registration/license is appropriate (e.g., temporary, courtesy, full registration, etc.).

An occupational therapist providing in-person services in a secondary jurisdiction must be registered/licensed with the occupational therapy regulatory organization in the secondary jurisdiction.

Province	Regulation Mechanism for Remote Practice
Quebec	<p>Must be registered in Quebec or obtain a special authorization to provide remote services of restricted activities (See Appendix A for list of restricted activities):</p> <ul style="list-style-type: none"> <li>• To a client located in Quebec</li> <li>• To a client located in the primary jurisdiction while the occupational therapist travels to Quebec</li> </ul>
Saskatchewan	<p>Any occupational therapist not registered in Saskatchewan must obtain an <b>Extended Access Membership</b> to deliver remote services to clients located in Saskatchewan.</p>
Alberta	<p>Occupational therapists must register in Alberta to provide any <b>restricted activities</b> to clients located in Alberta.</p>
British Columbia	<p>Must obtain appropriate registration in BC to provide remote services to clients located in BC.</p>
Ontario Manitoba New Brunswick Nova Scotia Newfoundland PEI	<p>Occupational therapists may provide remote services to clients in these provinces, using their registration/license from another Canadian province. The ACOTRO position statement on Remote Practice applies.</p> <p><a href="#">Link to Position statement here</a></p>



**Appendix A**

**Restricted Activities**

Province	Restricted Activities for Occupational Therapists
Alberta	<p><b>38</b> For the purposes of section 1.3 and Schedule 15 to the Act, a regulated member on the general register, provisional register or courtesy register, in the practice of occupational therapy, may perform in accordance with standards of practice the following restricted activities:</p> <p>(g) to perform a psychosocial intervention with an expectation of treating a substantial disorder of thought, mood, perception, orientation or memory that grossly impairs</p> <ul style="list-style-type: none"> <li>i) judgement,</li> <li>ii) behaviour,</li> <li>iii) capacity to recognize reality, or</li> <li>iv) ability to meet the ordinary demands of life.</li> </ul>
Quebec	<ol style="list-style-type: none"> <li>1. Carry out a functional assessment of a person when this assessment is required pursuant to a law;</li> <li>2. Evaluate the neuromusculoskeletal function of a person with a deficiency or disability in their physical function;</li> <li>3. Evaluate a person suffering from a mental or neuropsychological disorder certified by a diagnosis or by an evaluation carried out by an authorized professional;</li> <li>4. Evaluate a disabled student or student with adjustment difficulties as part of the determination of an intervention plan pursuant to the Education Act;</li> <li>5. Evaluate a child who is not yet eligible for preschool education and who presents with indications of developmental delay, in order to determine rehabilitation and adaptation services that meet his or her needs;</li> <li>6. Provide wound-related treatments;</li> <li>7. Decide whether to use restraint or isolation measures.</li> </ol>



## Appendix C ACOTRO Position Statement Regarding Remote Practice

April 30, 2024

### Purpose

Regulation of health professions is a public protection measure to ensure safe, effective care by a health care provider to the public. Occupational therapists may include remote delivery of services to optimize service delivery and practice. This position statement is to assist ACOTRO members to agree on a common understanding of the use of remote practice and the expectations of occupational therapists and clients, regardless of the presence of provincial differences in the management of such services.

A Memorandum of Understanding (MOU) was initiated in September 2023, which permits occupational therapists who are registered in a primary jurisdiction that is a signatory to the MOU to deliver remote occupational therapy services to clients who are physically located in a secondary jurisdiction that is also a signatory to the MOU without being registered in the secondary jurisdiction.

### Legislative Authority

1. Each province gains their regulatory authority through provincial legislation.
2. Each province is responsible for the standards related to specific requirements for occupational therapists in the use of remote delivery of services in their practice.

**Remote (or virtual) practice refers to the use of information and communication technologies (ICT) for the purpose of delivering occupational therapy services when the client and the occupational therapist are in different physical locations (WFOT 2014).**

- Communication through remote delivery methods with a client constitutes an occupational therapist-client relationship in the same way that any face-to-face encounter would constitute an occupational therapist-client relationship. The integrity and the value of this relationship should be maintained and should not be diminished by the use of remote practice technology.
- The content and nature of the communication, and not the format or length of the communication, should determine the need for documentation and what is recorded. Telecommunications are documented in the same way that face-to-face communications are documented. The manner in which they are documented may vary according to the technology used.
- The same professional obligations that exist for consent, confidentiality, and security of information in face-to-face occupational therapy services also exist for occupational therapists utilizing remote technology to deliver services. Any limitations that remote technology imposes on the health care services, i.e. inability to perform hands-on evaluation and treatment if applicable, must be disclosed to the client.
- The technologies themselves and the use of the technologies will affect what occupational therapists should do to ensure confidentiality and security of the platform used.

**Occupational Therapists using remote service delivery of practice must:**

- Determine if remote practice is the appropriate format for delivering the occupational therapy service.
- Ensure that the technology at both ends (client’s location and therapist’s location) is in good working order and utilizes safeguards for confidentiality.
- Abide by regulatory Code of Ethics and applicable professional standards and/or guidelines in the jurisdiction where registered/licensed.
- Carry out informed consent for the use of remote practice, including risks and limitations of remote practice; and the collection, use and disclosure of personal health information.
- Take necessary measures to maintain the client’s privacy and confidentiality of their personal health information.
- Document the OT assessment/treatment as per provincial standards/guidelines.
- Develop a process to deal with any adverse or unexpected events during a remote practice session i.e. fall, medical emergency, etc.
- Establish and maintain professional boundaries during remote practice sessions.
- Disclose the province where they are registered/licensed, to their clients.

**When services are delivered remotely to a client who resides in a different province the occupational therapist does not need to be registered/licensed in the secondary jurisdiction in the following situations:**

- The OT is providing education, in the form of an online workshop/ webinar, etc. to an audience in another province(s). The presenting therapist(s) must introduce themselves as an occupational therapist currently registered/licensed to practice in their own jurisdiction.
- The client is located in a province that has signed the Remote Practice memorandum of understanding (MOU)
- The OT is registered/licensed in a province that is a signatory to the remote practice MOU.
- For any other secondary jurisdiction, the OT should confirm the regulatory body of that region and determine if registration is required.

**As an occupational therapist using remote practice across jurisdictions, you must:**

- Notify the client of the location from which you are providing the service.
- Understand and adhere to the regulations, standards, and guidelines of the jurisdiction in which you and the client are located to ensure you are complying with practice requirements.
- Ensure that you are aware of restricted/reserved activities/controlled acts which can vary in different jurisdictions. Some provinces may require adherence to rules around these activities in spite of practicing in another jurisdiction, when working remotely with clients in their jurisdiction.
- Ensure that your liability insurance provides coverage for remote practice activities that are delivered to out of province clients.
- Ensure you have adequate information about that jurisdiction to provide effective OT services and make any limitations clear to the client i.e. knowledge of local resources
- Be aware that your regulator has authority to investigate and consider a complaint about you regardless of where the client is located.

Approved By	Original approval	Reviewed/Revised	Next Review
Board of Directors	September 27, 2023	April 30, 2024	April 2026