QUÉBEC AND ONTARIO MUTUAL RECOGNITION AGREEMENT
FOR THE PRACTICE OF MEDICINE

This agreement is made on the 2nd day of April 2009, between:

COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO (“the CPSO”)

AND

COLLÈGE DES MÉDECINS DU QUÉBEC (“the CMQ”)

Preamble

1. The signatories to this agreement are the Medical Regulatory Authorities mandated by their respective provincial legislation to develop, establish and maintain the standards and qualifications for entry and ongoing access to registration for the practice of medicine in their jurisdiction.

2. This agreement is in recognition of the November 2007 joint statement by the Premiers of Ontario and Quebec to negotiate an Agreement on Enhancing the Ontario-Quebec Economic Region.

3. This agreement applies only to those physicians in Ontario, and to those physicians in Quebec, who hold a full, unrestricted, unconditional licence for independent practice.

4. Physician applicants for licensure to the CPSO or the CMQ who do not meet the criteria for full, unrestricted, unconditional licence for independent practice in either jurisdiction, will be considered on an individual case by case basis.

5. The CPSO and CMQ acknowledge that it is their statutory responsibility, in the public interest, to develop and maintain entry to practice standards for licensure within their respective jurisdictions.

Terms and Conditions

6. The requirements for full, unrestricted, unconditional licence include but are not limited to:
i) A medical degree from a medical school listed in the Directory of Medical Schools published by the World Health Organization or in the International Medical Education Directory published by FAIMER (Foundation for Advancement of International Medical Education and Research); and

ii) Successful completion of the examinations of the Medical Council of Canada such that the medical practitioner is a Licentiate of the Medical Council of Canada (LMCC); and

iii) Satisfactory evidence of completion of accredited postgraduate training, as confirmed by either certification with the College of Family Physicians of Canada, or certification with the Royal College of Physicians & Surgeons of Canada, or examination by the Collège des médecins du Québec; and

iv) Satisfactory evidence of good character, fitness and ability to engage in the practice of medicine, as confirmed by the information obtained by one of the parties to the agreement as part of the application process. Applicants applying for registration in Ontario will be required to satisfy the standard and qualification for a certificate of registration that the applicant’s past and present conduct affords reasonable grounds for belief that the applicant,

(a) is mentally competent to practise medicine;
(b) will practice medicine with decency, integrity and honesty and in accordance with the law;
(c) has sufficient knowledge, skill and judgement to engage in the kind of medical practice authorized by the certificate; and
(d) can communicate effectively and will display an appropriately professional attitude.

7. It is acknowledged and agreed that both the CPSO and the CMQ may have fully licensed members who have previously qualified for full, unrestricted, unconditional licensure under a different pre-existing regulatory regime, and who may not meet the current standards and requirements for entry to practice. The CPSO and the CMQ acknowledge and agree that such current members are eligible for membership in both jurisdictions if they had satisfactorily completed approved postgraduate training required for registration before January 1, 1994, currently hold a full, unrestricted, unconditional licence and are in good standing in one of the jurisdictions.

8. The CPSO and the CMQ acknowledge and agree that in order for Applicants to be licensed in a receiving jurisdiction Applicants may be required to:

i) Establish and confirm identity to the satisfaction of the signatories, which may include, but is not limited to, source verification of credentials;

ii) Provide proof of good professional standing in their current and prior jurisdictions;
iii) Provide confirmation of current competence through the provision of letters of reference acceptable to the receiving jurisdiction;

iv) Make application in the form required, pay applicable fees, and provide all information and documentation required by the signatories, including, but not limited to, criminal record authorizations, proof of academic qualifications and current clinical competence and proof of good character;

v) Demonstrate that they meet any language requirement related to either population language and/or language specific to the practice of medicine, in the jurisdiction to which they are applying for registration and licensure;

vi) Be legally entitled to work in Canada;

vii) Provide proof of liability insurance satisfactory to the signatory in the receiving jurisdiction;

viii) Demonstrate that they have met any requirements pertaining to provincial jurisprudence in the jurisdiction to which they are applying for licensure.

ix) Demonstrate compliance with any relevant registration or practice policies, including for the CPSO, the Changing Scope of Practice Policy and the Re-entry to Practice Policy.

9. The CPSO and the CMQ agree that applicants for licensure may be required to demonstrate compliance with continuing education requirements in the receiving jurisdiction once licensed there, and in accordance with the jurisdiction’s requirements for all members.

10. This recognition agreement does not modify the authority of the CPSO or the CMQ to set standards and requirements.

11. There should be no residency requirements for an applicant for licensure.

12. There should be no additional fees, processes, or other impediments to licensure imposed on an applicant from either of the jurisdictions, other than the usual fees or processes required of all applicants or as otherwise provided in this agreement.

Administration of the Agreement

13. The CPSO and the CMQ agree to work towards statutory and regulatory amendments or changes to by-laws that may be required to implement this agreement.

14. The CPSO and the CMQ commit to maintain ongoing dialogue to ensure effective implementation and cooperative resolution as issues arise. If resolution is not possible, the parties may utilize the dispute resolution provisions provided for elsewhere (for example, the provisions under the Agreement on Internal Trade).
15. Any changes or amendments to this agreement require the consent of both signatories.

16. A signatory proposing to add or amend a licensing requirement that may impact on this agreement, agrees to notify the other signatory and its respective government of the proposed change, and the particulars thereof, and afford an opportunity for review of the proposed change prior to its implementation.

17. The CPSO and the CMQ further agree to review this agreement as required, or on the request of any signatory.

18. A signatory may withdraw from this agreement six months after the date it gives notice with rationale to the other signatory.

19. The signatories agree to implement this agreement on August 1, 2009 or any other date which is agreed to by both parties.

20. With the consent of both parties, this agreement has been drafted in English only.

Specialties Recognized by the Parties to the Agreement

21. Specialties recognised by the CMQ, as at the date of this agreement:

1. Anatomical pathology
2. Anesthesiology
3. Medical biochemistry
4. Cardiology
5. Cardiac surgery
6. General surgery
7. Orthopedic surgery
8. Plastic surgery
9. Dermatology
10. Endocrinology
11. Gastroenterology
12. Medical genetics
13. Geriatric medicine
14. Hematology
15. Clinical immunology and allergy
16. Emergency medicine
17. Internal medicine
18. Nuclear medicine
19. Medical microbiology and infectious diseases
20. Nephrology
21. Neurosurgery
22. Neurology
23. Obstetrics and gynecology
24. Medical oncology
25. Ophthalmology
26. Otolaryngology
27. Pediatrics
28. Psychiatry
29. Pneumology
30. Radiology
31. Diagnostic radiology
32. Radiation oncology
33. Rheumatology
34. Community health
35. Urology
36. Family Medicine

21. Specialties recognised by the CPSO as at the date of this agreement:

The CPSO will recognize all specialties and sub-specialties that are recognized and for which certification is granted by the Royal College of Physicians and Surgeons of Canada and for which certification is granted by the College of Family Physicians of Canada.

Notices

22. All notices and other communications required to be given by the CPSO and the CMQ to this agreement must be in writing and will be deemed to have been duly given if delivered personally on the date of such personal delivery or, if mailed, on the fifth business day after the mailing of the same, by prepaid post, addressed:

If to the CPSO: Registrar
College of Physicians and Surgeons of Ontario
80 College Street
Toronto, Ontario M5G 2E2

if to the CMQ Sécretaire
Collège des médecins du Québec
2170 boul René-Lévesque Ouest
Montréal Québec H3H 2T8

The CPSO and the CMQ may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice, and from and after giving of such notice the address therein specified will be conclusively deemed to be the address of the party giving such notice.
Entire Agreement:

23. This agreement contains the entire agreement between the CPSO and CMQ relating to the subject matter herein. No amendment or modification to this agreement will become effective unless the same has been reduced to writing and duly executed by the CPSO and the CMQ.

IN WITNESS WHEREOF the Parties have executed this agreement as of the date first written above.

Original signed by:

Rayudu Koka, M.D., President
COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO

Original signed by:

Yves Lamontagne, M.D., President and Chief Executive Officer
COLLÈGE DES MÉDECINS DU QUÉBEC