

Registration Examination Agreement

BETWEEN

The Saskatchewan College of Respiratory Therapists

a Provincial Respiratory Therapy Regulatory organization and not for profit corporation with principal offices at:

PO Box 37240,
Regina, SK, S4S-7K4, Canada

(hereinafter “SCRT”)

and

The Canadian Board for Respiratory Care Inc.

a Canadian examination production corporation with principal office at
1083 Queen Street, Suite 103, Halifax, Nova Scotia B3H 0B2

(hereinafter “CBRC”)

Whereas the SCRT has determined that the CBRC is capable of producing an examination that suitably reflects the national entry-to-practice standards and weighting matrix of the National Competency Profile,

Now therefore the SCRT acknowledges that the CBRC will levy an examination fee, to be paid directly to the CBRC by the candidates, and that the SCRT will be advised of the fee, the parties hereto agree as follows:

DEFINITIONS

In this agreement;

- a) “Applicant” means a person who has applied to write the CBRC examinations.
- b) “Candidate” means a person who has successfully completed a CoARTE Accredited training program and is a First Time Writer or a “Foreign Trained or Non-First Time Writer” who has been deemed eligible by the SCRT to write the examination.
- c) “Certificate” means a Certificate of Registration issued by the Registrar to a person who meets the provincial registration requirements.
- d) “Examination” in this Agreement means the SCRT provincial registration examination as approved by Council, produced by the CBRC, and based on the National Competency Profile and examination weighting matrix, and all forms of the same whether past or future, regardless of the medium of producing the same.

- e) “Exam Security” means the integrity of the confidentiality of the examination, and the measures taken to maintain that integrity.

1. PRODUCTION OF EXAMINATION

- a) The CBRC shall maintain an examination bank suitable for the production of the examination and a secured back-up copy of the bank. A copy of each examination developed for the duration of the agreement will be placed in trust with the Psychometric Consultant appointed by CBRC.
- b) The examination shall:
 - i) be developed in accordance with accepted psychometric standards.
 - ii) be produced, distributed and administered for the purpose of assessing entry-to-practice competencies as required by provincial legislation or regulation.

2. MATERIALS

- a) The CBRC shall provide the SCRT email copies of all formal reports, analyses, studies, or other documentation received by the CBRC regarding the validation, reliability, scoring method, or other relevant characteristics of the examination.
- b) The CBRC shall make available on the CBRC website (www.cbrc.ca) all information prepared by the CBRC relating to the examination, which is provided by the CBRC to the Candidates (Candidate Guide).

3. EXAMINATION SITES

- a) The CBRC agrees to administer the examination twice a year during the term of this Agreement. If the SCRT requires that the examination be administered more frequently, any costs not covered by candidate fees associated with such extra writings will be negotiated with the SCRT.
- b) The CBRC will administer the examination at such locations in Saskatchewan and times as specified in the Candidate Manual a minimum of two times per year.
- c) Notice of the examination dates and times will be posted on the CBRC website.

4. ADMINISTRATION OF SCRT PROVINCIAL REGISTRATION EXAMINATION

- a) The CBRC shall administer the examination only to candidates who are first time writers who have completed a CoARTE accredited training program and Foreign Trained and Non-First Time Writers deemed eligible by the SCRT unless the SCRT agrees otherwise in writing.
- b) Foreign Trained and non-first time writers, who are applying under the eligibility requirements of the SCRT must have their eligibility verified by the SCRT prior to the CBRC administering the examination.

- c) The SCRT shall make the CBRC aware of any SCRT Examination Rewrite Policy and any applicants that have not adhered to the policy.
- d) An electronic file of the names and addresses of all Candidates requiring SCRT-eligibility confirmation will be provided to the SCRT by the CBRC. The SCRT in return will provide confirmation of eligibility to the CBRC at least 4 weeks prior to the date of the writing of the examination.
- e) The CBRC will make available suitable examination application forms to, and collect appropriate examination fees from, the Candidates.
- f) Both the SCRT and CBRC agree to notify each other in writing of any changes to the SCRT eligible Candidate list as soon as either organization becomes aware of the change.
- g) The administration, scoring, and reporting of results of the examination to the Candidates shall comply strictly with the procedure as described in the most recent version of the Candidate Manual made available by CBRC to the Candidates. The provisions of the booklet will not contravene the terms of this Agreement.
- h) Candidate identification numbers shall be assigned by the CBRC in the manner prescribed by the CBRC.
- i) No Candidate shall be discriminated against in any manner. The CBRC shall make required accommodations to the examination procedures in order to satisfy a Candidate's special needs protected by applicable human rights legislation, provided such modifications are received by the CBRC from the Candidate directly, in writing, at least thirty (30) days prior to the date of the examination or there are appropriate grounds for making a late accommodation request. The request must not jeopardize the integrity or validity of the examination
- j) The CBRC shall appoint one representative to be present at all times in each room in which there are one or more Candidates writing the examination.
- k) Representatives appointed by the SCRT may be present as observers at an examination testing site. Where possible, representatives so appointed by the SCRT should not be both observer for the examination of a Candidate, and a member of a faculty that has prepared that Candidate for the examination. All costs associated with having such representatives appointed by the SCRT present during the writing of the examination will be the sole responsibility of the SCRT.
- l) The CBRC shall be responsible for the scoring of the examination in relation to a psychometrically acceptable cut score study.
- m) The CBRC shall provide to the SCRT, the examination pass mark for each sitting of the examination.
- n) The CBRC shall provide the SCRT with the results of each Candidate in an alphabetical list. The list of Candidates includes: the candidate's name, the CBRC file number, the organization confirming eligibility (if applicable), the training program the candidate graduated from, the year the candidate graduated, and the number of attempts.

- o) An electronic file of the information detailed in m) and n) above will be provided to the SCRT, by the CBRC, on a date no greater than six (6) weeks following the date of the writing of the examination.
- p) The CBRC will provide a detailed profile of each Candidate's examination results to the Candidate within eight (8) weeks of the date of the examination writing. The profile will be constructed in such a manner so as to provide the unsuccessful Candidate with information that may allow an understanding of the areas of deficiency.
- q) The CBRC shall provide a reasonable appeal mechanism for Candidates challenging the examination process or results, and the appeal process shall be outlined in the examination Candidate Guide.
- r) If a Candidate or other person challenges, through the SCRT registration process or other mean, the validity of the examination or any specific examination results, the CBRC shall cooperate with and assist the SCRT to defend the challenge including providing the SCRT with the necessary information to defend against the challenge and provide any necessary documents or witnesses for a review or hearing. The SCRT shall pay the reasonable expenses of the CBRC for providing this cooperation and assistance to the extent that it goes beyond the obligations of the CBRC that are otherwise set out in this Agreement.

5) SECURITY MEASURES

- a) The SCRT and CBRC shall use all reasonable measures to keep confidential the contents of all past and current forms of the examination. The CBRC may not reuse examination papers, including any question pattern, case study pattern, or rearrangement of pattern, which was based upon the National Competency Profile weighting matrix without the express written permission of the SCRT.
- b) It is acknowledged that the CBRC may, from time to time, conduct audits of Exam Security. The SCRT agrees to co-operate in such audits, which may include, but are not limited to, the Exam Security employed by the CBRC in regard to development, processing, printing, shipping, collection, scoring, storage and destruction of the examination and all related material.
- c) The CBRC shall maintain its existing procedures for Exam Security at each site. Exam Security is subject to reasonable change by the CBRC during the term of the Agreement, , including any changes recommended by any security audit described in paragraph 5(b). The cost and payment of any special investigation, review, or report requested by the SCRT, which falls outside the present examination security, shall be negotiated with the CBRC.
- d) Any situation that affects, or might reasonably be expected to affect, Exam Security, shall be reported immediately by telephone to the CBRC, and a detailed written report shall be provided to the CBRC immediately thereafter. The CBRC shall, in its sole discretion, determine what, if any, further action or investigation should be carried out in regard to such situation. The SCRT reserves the right to

decline to accept an examination result that appears to be compromised by an Exam Security event.

- e) The SCRT shall cooperate with all investigations undertaken or authorized by the CBRC with regard to any actual or alleged breach of Exam Security. Copies of all written reports arising from such investigations will be forwarded to the SCRT at the conclusion of such investigations.
- f) Neither the SCRT nor the CBRC will permit any person to review the contents of past or present examinations, conducted for the SCRT by the CBRC, except as follows:
 - i) Persons engaged in the development of the examination and authorized in writing by the CBRC;
 - ii) Representatives of the SCRT to review and evaluate the examination;
 - iii) Appropriate legal authorities in connection with an investigation in relation to paragraph 5 (e).

6) INFORMATION PROVIDED TO EXAMINATION CANDIDATES

The CBRC shall provide to the examination candidate, at no cost, at a minimum information relating to:

- a) The examination application process;
- b) The list of the documentation needed by an examination applicant;
- c) A general overview of the examination;
- d) Examination format and scoring process (i.e., criteria applied);
- e) The process for requesting special accommodation;
- f) Privacy policies and a reference to where a complete copy of the CBRC privacy policy can be obtained; and
- g) The Appeal process.

7) FAIRNESS REQUIREMENTS

The CBRC acknowledges that the regulatory authorities are legally obliged to ensure that the CBRC operates in accordance with the principles of transparency, objectivity, impartiality and fairness. The CBRC agrees to perform its obligations under this agreement in a manner consistent with those principles, including the following:

- a) Providing the information described in article 6, above,
- b) Ensuring that fees for international graduates are comparable to those for Canadian applicants, subject to any actual cost differentials,
- c) Administering a reasonable appeal mechanism,
- d) Providing training to those who develop and administer the examination,
- e) Providing applicants with the rationale for decisions made in their case,
- f) Maintaining an appropriate and current privacy policy, and
- g) Maintaining an appropriate and current conflict of interest, discrimination and bias policy.

8) TERMS OF AGREEMENT

This agreement shall commence May 26, 2016, and shall terminate on May 31, 2017.

9) NON ASSIGNABILITY

Neither party may assign or transfer its interest in this Agreement, nor any interest herein, nor claim hereunder without prior written approval of the other party.

10) NOTICES

Notices under this agreement shall be deemed duly made when in writing and personally delivered, mailed or emailed, to the current principal office of the other party.

11) TIME IS OF THE ESSENCE

It is understood and agreed between the parties that the CBRC administers the examination on specified dates of each year and that the times set forth for performance by each party of its obligations under this Agreement are of the essence. In the event that either party should fail in meeting any obligation limited by time under this Agreement, the other party shall not be penalized for a delay in performance occasioned by the delaying party.

12) NON EXCLUSIVITY

Whereas it is recognized that other respiratory therapy regulatory bodies, governments and voluntary certification bodies may wish to enter into an agreement with the CBRC to utilize examination services for the purposes of granting a license or certificate for their purposes;

SCRT acknowledges that the CBRC may enter into such agreements so long as said agreements do not jeopardize the ability of SCRT to maintain the sanctity and value of the SCRT provincial registration examination and SCRT provincial registration process (e.g., circumvention of eligibility requirements for Saskatchewan applicants). The wording of proposed agreements, exclusive of monetary amounts, may be reviewed by the SCRT prior to being signed by the CBRC.

13) FORCE MAJEURE

Neither party shall be liable to the other for any loss arising from breach of any term of this Agreement if such breach arises from events beyond the control of the party in breach, and reasonable steps to avoid such breach were taken by such party.

14) CANCELLATION

Either party may cancel the agreement upon notice.

- a) The SCRT shall give the CBRC at least one hundred twenty (120) days notice in writing of such cancellation.
- b) The CBRC shall give the SCRT at least one hundred twenty (120) days notice in writing of such cancellation.

15) BINDING EFFECT

This Agreement is binding upon the parties hereto and their respective heirs, successors, administer, and approved assigns.

16) GOVERNING LAW

This agreement will be governed according to the laws of the Province of Nova Scotia and Saskatchewan.

17) SEVERABILITY

If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provision to any person or circumstance other than those as to which it is held invalid, shall not be affected thereby.

18) COMPLETE AGREEMENT


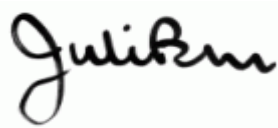
This Agreement constitutes the entire agreement between the parties and no amendments hereto shall be valid unless made in writing and executed by both parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals by their officers or representatives duly authorized in that regard the day and year first above written.

The Saskatchewan College of Respiratory Therapists

_____ Per: _____
 Witness

Canadian Board for Respiratory Care Inc.


 _____ Per: 
 Witness Chair CBRC Board of Directors