

# **FREE TUITION PROGRAM**

## ***RETURN-OF-SERVICE AGREEMENT***

WITH

**THE CROWN IN RIGHT OF THE PROVINCE OF ONTARIO, AS  
REPRESENTED BY THE MINISTER OF HEALTH AND LONG-TERM  
CARE (THE "MINISTER")**

To the Minister of Health and Long-Term Care:

I, \_\_\_\_\_, agree to accept from the Minister a tuition grant, reimbursing me for \_\_\_\_\_ years' tuition fees that I paid for my undergraduate medical education, and, where applicable, a location incentive grant, up to a combined maximum of \$10,000.00 per year, subject to the following terms and conditions:

1. (a) Upon successful completion of my residency training program, I will practise medicine on a full-time basis in the specialty for which I have trained (please specify specialty:  
  
\_\_\_\_\_), in an underserved community or in an undersupplied specialty within a community and in a hospital, facility or agency (collectively, a "location"), approved in advance and in writing by the Minister in accordance with this Agreement ("return-of-service").  
  
(b) For the purpose of sub-paragraph 1(a), the practice of medicine on a full time basis will be determined by an agreement between me and the community, hospital, facility or agency in and for which I will return service under this Agreement. Subject to paragraph 2, such agreement may be modified from time to time by the parties to the agreement. The failure to agree will constitute a breach of sub-paragraph 1(a).
2. (a) During the term of my approved return-of-service, I will not change my practice or location from the specialty practice or location referred to in sub-paragraph 1(a) unless,
  - (i) the Minister as well as the community and the hospital, facility or agency in and for which I am returning service have all expressly agreed to permit such change; and

- (ii) I submit a fully executed copy of the Addendum to this Agreement in respect of the new specialty practice and/or the new community and the new hospital, facility or agency in and for which I will return service pursuant to the agreement under clause 2(a)(i).
  - (b) Any change by me in breach of sub-paragraph 2(a) will be deemed to be a failure by me to fulfil the terms of this Agreement, in which case I will repay to the Minister all or part of the amount paid to me under this Agreement (including the administrative fee and, where applicable, interest) in accordance with paragraph 7.
  - (c) Any agreement by the Minister as well as by the community and the hospital, facility or agency to permit a change of my specialty practice or location under sub-paragraph 2(a) must be in advance and in writing and may be made subject to terms or conditions. If such agreement is given, I will return, or continue to return, service in the new area of medical practice and/or in the new location and this Agreement will apply accordingly.
3. During the term of my return-of-service, I will obtain hospital privileges and will maintain the privileges granted to me, as set out in the Addendum to this Agreement.
4. (a) The term of my return-of-service will be equal to the number of years for which tuition is reimbursed (as set out above), with a minimum of 3 years and a maximum of 4 years.
- (b) (i) Subject to clause 4(b)(ii), the term will commence at a time agreed to by me, the hospital, facility or agency at which I will return service, and the Minister, but in any event no later than 6 months from the date on which I complete my residency training program.
  - (ii) [*For physicians who have completed their residency training program in the Summer, 2000:*] The Minister may, in the Minister's sole discretion, agree to a commencement date that is later than 6 months from the date on which I complete my residency training program. If the Minister does so agree, the exercise of the Minister's discretion under this clause will be co-ordinated with the exercise of the Minister's discretion under clause 5(a)(ii), and this Agreement will otherwise fully apply, allowing for the necessary changes.
5. The following procedure will be used to determine where I will return service and when and how that determination shall be made:
- (a) (i) Before I am entitled to commence my return-of-service in accordance with this Agreement, and subject to clause 5(a)(ii), I will submit a fully executed copy of the Addendum no later than 6 months from the date on which I complete my residency training program.
  - (ii) [*For physicians who have completed their residency training program in the Summer, 2000:*] The Minister may, in the Minister's sole discretion, agree to accept my submission of a fully executed copy of the Addendum at some date that is later than 6 months from the date on which I complete my residency training program. If the Minister does so agree, the exercise of

the Minister's discretion under this clause will be co-ordinated with the exercise of the Minister's discretion under clause 4(b)(ii), and this Agreement will otherwise fully apply, allowing for the necessary changes.

- (b) The Minister will review the Addendum submitted under clause 5(a)(i) or 5(a)(ii) and will indicate to me in writing whether or not my return-of-service proposal contained in the Addendum is approved. The Minister may make a decision having regard to any factor considered relevant by the Minister, and the Minister's decision is final.
  - (c) Where the Minister does not approve my return-of-service proposal set out in my Addendum, the Minister will endeavour to specify which communities, hospitals, facilities or agencies, if any, would be approved for my return-of-service. Where the Minister and I subsequently agree that I will return service at a particular community, hospital, facility or agency, I will submit a fully executed copy of the Addendum before I commence my return-of-service.
  - (d) Where the Minister approves my return-of-service proposal in accordance with sub-paragraph 5(b) or 5(c), the Minister will send me written confirmation of the approval. However, the Minister may, without penalty or liability, rescind any approval where I fail to submit a fully executed copy of the Addendum in accordance with this Agreement.
6. (a) The Minister will pay the tuition grant as soon as practicable after the Minister's confirmation of the Minister's approval of my return-of-service proposal, as set out in sub-paragraph 5(d).
- (b) Subject to sub-paragraph 6(c), the Minister will pay a location incentive grant for each year that I will return service, as set out in this Agreement and in the Addendum. The grant, representing the total number of years that I will return service, will be payable either as a lump sum at one time or in equal annual instalments (over a maximum of 4 years), in accordance with my selection set out in my Application for entry into the Free Tuition Program.
  - (c) The Minister will pay a location incentive grant for each year return-of-service only where the amount of the tuition grant paid under sub-paragraph 6(a) is less than \$10,000.00 for the year in question. Accordingly, the amount paid as a tuition grant and a location incentive grant shall not exceed a total of \$10,000.00 per year.
  - (d) Where the location incentive grant is paid as a lump sum at one time, it will be paid as soon as practicable at the commencement of my return-of-service. Where the grant is paid in equal annual instalments, the Minister and I will agree to a payment schedule.
7. Where the Minister rescinds any approval under sub-paragraph 5(d), or where for any reason I do not begin to return service at all or only partially complete my return-of-service commitment agreed to in accordance with this Agreement and the Addendum to the satisfaction of the Minister,
- (a) I will repay to the Minister,

- (i) as applicable, all or part of the amount paid to me as a tuition grant; and
- (ii) with respect to the location incentive grant, the full amount paid to me as a grant,
  - 1. for the year in which I do not complete a full year return-of-service, and,
  - 2. for each subsequent year for which I will not return service, where I have elected to be paid the grant as a lump sum at one time, in accordance with sub-paragraph 6(d).

and the calculation of the amount repayable and the time within which to repay will be in accordance with this paragraph.

- (b) In addition to the amount of repayment set out in sub-paragraph 7(a), I will pay interest on the total amount outstanding, as follows:
  - (i) in respect of the tuition grant, interest will be charged from the date of my receipt of the grant; and
  - (ii) in respect of the location incentive grant, interest will be charged from the beginning of the year in which I do not complete a full year return-of-service.

Interest will be calculated monthly on the first day of each month at a rate equivalent to the rate applicable from time to time in the case of the Ontario Student Assistance Program (currently, prime + 1%).

- (c) In addition to the amount of repayment and interest set out in sub-paragraphs 7(a) and 7(b), I will pay an administration fee of \$5,000.00.
- (d) Where I do not complete a full year return-of-service, my obligation to repay the location incentive grant paid to me, as well as interest and the administration fee (in accordance with sub-paragraphs 7(a), 7(b) and 7(c)), will commence on the day after such partial completion, and the calculation of the amount repayable and the time within which to repay will be in accordance with this paragraph.
- (e) With respect to the repayment of the tuition grant paid to me,
  - (i) the amount that I will repay under sub-paragraph 7(a)(i) will be the amount of the tuition grant paid to me for each year of tuition minus the amount representing the number of full years spent by me returning service. I will repay the full or prorated amount within a time equal to the number of years of tuition paid minus the number of full years spent returning service; and
  - (ii) where the Minister rescinds any approval under sub-paragraph 5(d), or where for any reason I do not begin to return service at all, my obligation to repay will commence on the day after I complete my residency training program. Where I only partially complete my return-of-service, my obligation to repay will commence on the day after such partial completion.

*Examples:* If I am paid a tuition grant for 3 years of tuition and do not return service, I will repay the full amount paid to me and I will have 3 years from the day after I complete my residency training to repay that amount. If I am paid a tuition grant for 4 years of tuition and do not return service, I will repay the full amount paid to me and I will have 4 years from such day to repay that amount. If I am paid a tuition grant for 4 years of tuition and return 2 full years of service, I will repay 2 full years' worth of the grant and I will have 2 years from the day after the partial completion of my return-of-service to repay the amount owing.

*In all cases, in addition to my obligation to repay the amounts paid to me as a tuition grant, as set out above, I will pay interest and the administration fee, in accordance with sub-paragraphs 7(b) and 7(c).*

8. The Minister may terminate this Agreement on thirty days' notice to me, without penalty or liability on the part of the Minister, where in the opinion of the Minister I have breached any of the terms of this Agreement or the Addendum. Where the Minister terminates this Agreement under this paragraph, the provisions of paragraph 7 will apply, with all necessary changes. In this connection and for the purposes of this paragraph and paragraph 7, a termination under this paragraph will be treated in the same fashion as a partial completion of my return-of-service commitment.
9. (a) Where in the opinion of the Minister I owe a debt to the Crown, the Minister may retain, by way of deduction or set-off, out of any money that is due and payable to me under this Agreement, all or part of such money as the Minister sees fit in the circumstances.
  - (b) In sub-paragraph 9(a), "debt" includes, but is not limited to, any money owing by me under this Agreement or owing by me to the Ontario Health Insurance Plan established under the *Health Insurance Act*, R.S.O. 1990, c. H.6 (the "Plan"), as a result of any overpayment by the Plan to me or for any other reason.
  - (c) Where I owe any money to the Crown under this Agreement, the General Manager of the Plan may recover such money by means of deduction or set-off from any money owing to me under the *Health Insurance Act*.
  - (d) Nothing in this paragraph affects any other right of the Minister or the Crown under any statute, regulation or rule of law to recover or collect money owing by me to the Crown, whether or not under this Agreement, including any right of deduction or set-off given to the General Manager under the *Health Insurance Act*, or given to the Minister of Finance under the *Financial Administration Act*, R.S.O. 1990, c. F.12.
  - (e) The Minister's right of deduction and set-off under this paragraph is subject to the timetable for repayment set out under paragraph 7.
10. (a) I will respond fully, and as soon as practicable, to any request for information, or for a report or documentation, made by the Minister concerning the performance of my obligations, or any other matter, under or relating to this Agreement or the Addendum.

- (b) (i) Without limiting my obligation under sub-paragraph 10(a), on each anniversary of the commencement of my return-of-service I will provide the Minister with a written report confirming that I have performed all of the obligations under this Agreement and the Addendum.
- (ii) My annual report will specifically confirm, among other things, that I have practised and will continue to practise medicine in accordance with each of the requirements under paragraph 1 of this Agreement (and in this connection I will confirm the community and specialty, and, where applicable, the hospital, facility or agency, in question) and that I have maintained and will continue to maintain my hospital privileges as set out in the Addendum.
- (iii) Where I return service in a hospital, facility or agency (as set out in the Addendum), I will include with my annual report a written confirmation from the Chief Executive Officer (or some other authorized representative where there is no such Officer) hospital, facility or agency that in the preceding year I have practised medicine in accordance with this Agreement and the Addendum.
- (iv) Where I do not return service in a hospital, facility or agency (as set out in the Addendum), I will include with my annual report a written confirmation from the Chief Administrative Officer (or some other authorized representative where there is no such Officer) of the community in which I am returning service that in the preceding year I have practised medicine in accordance with this Agreement and the Addendum.

11. This Agreement shall not be amended except by mutual agreement. Any such amendment shall be in writing and signed by the parties.

12. I have entered into this Agreement with the Minister only for the purposes and to the extent set forth in this Agreement. My relationship with the Minister shall, during the term of this Agreement, be that of an independent contractor. Nothing in this Agreement shall be construed to constitute me as a partner, joint venturer, employee or agent of the Minister for any purpose whatsoever.

13. (a) If a dispute, an eligibility or implementation issue or any other contentious matter relating to my return-of-service commitment or to this Agreement (a "matter") arises, the matter will initially be reviewed by the Minister with a view to resolving it in a manner acceptable to the Minister, me and any other interested party (for example, the community and/or the hospital, facility or agency in and for which I will be or am returning service).

(b) Where, within a reasonable time, the matter cannot be resolved by the Minister in a manner acceptable to the Minister, me and any other interested party, the Minister will refer the matter to the Free Tuition Program Advisory Committee (the "Committee") or any successor committee carrying out the same or essentially the same functions.

[The Committee, as it exists at the date that this Agreement comes into force, was established to deal with implementation issues relating to the Free Tuition Program, to review the policies of that Program and to recommend changes to

the Program. The Committee consists of representatives of the Ministry of Health and Long-Term Care, the Ontario Medical Association (the OMA), the Professional Association of Interns and Residents of Ontario and the Student Section of the OMA.]

(c) Subject to any change in the policies, practices and mandate that govern the Committee (or its successor) and its role, the policies, practices and mandate that have hitherto applied will continue to apply to any matter referred to the Committee or its successor under sub-paragraph 13(b). Accordingly, the Committee or its successor may make recommendations to the Minister in order to resolve the matter, but the Minister is under no obligation to implement any such recommendation.

(d) Nothing in this paragraph prohibits a party from seeking to resolve a matter referred to in sub-paragraph 13(a), or to enforce a right granted under this Agreement, in any lawful manner other than the process set out in sub-paragraphs 13(a), 13(b) and 13(c). However, a party will be entitled to do so only after such process has first been fully complied with and the matter has not been resolved in a manner acceptable to that party.

14. [*For female physicians:*] All female physicians governed by this Agreement will be eligible for maternity leave benefits where a maternity leave benefits program has been established, funded and maintained by and under an agreement between the Minister and the Ontario Medical Association (OMA) and is in force and effect at the time the physician applies for such leave. The benefits will be those that are available, under the relevant Ministry-OMA agreement, at the time of such application.

[The current Ministry-OMA Agreement, dated April 26, 2000, has a termination date of the end of March 31, 2004.]

Personal information contained on this form is collected by virtue of it being necessary for the proper administration of a lawfully authorised activity pursuant to Section 6 of the *Ministry of Health Act*, RSO 1990, Chapter M. 26, and for the purpose of assessing, verifying and monitoring the return-of-service agreement.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
For the Minister

\_\_\_\_\_  
Signature of Applicant

**[Revised: November 5, 2001]**