

IMG TRAINING PROGRAM
RETURN-OF-SERVICE AGREEMENT

between

THE CROWN IN RIGHT OF ONTARIO
AS REPRESENTED BY
THE MINISTER OF HEALTH AND LONG-TERM CARE

("Ministry")

and

[insert name of participant _____ *]*
Last name, First name, Middle name

("Participant")

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt of which is expressly acknowledged by this sentence, the parties to this Agreement agree as follows:

1. In this Agreement,

"Acceptable Representative" means the Chief Executive Officer of the Facility; the Chief Administrative Officer of the Facility if there is no Chief Executive Officer of the Facility; another person from the Facility who is acceptable to the Ministry if there is no Chief Executive Officer or Chief Administrative Officer; or another person from the Eligible Community who is acceptable to the Ministry if there is no Facility involved in the Participant's Return of Service;

"Agreement" means this return-of-service agreement;

"CPSO" means the College of Physicians and Surgeons of Ontario;

"Eligible Community" means any community in Ontario except the City of Ottawa and the Toronto area (defined as the City of Toronto and neighbouring municipalities of Mississauga, Brampton, Vaughan, Markham, and Pickering), in which the Participant has returned service, is returning service, proposes to return service, or is committed to returning service;

"Facility" includes but is not limited to a hospital, health facility, agency, clinic or office, or particular site of these, in which the Participant, in accordance with this Agreement, has returned service, is returning service, proposes to return service, or is committed to returning service;

"Medical Practice" includes but is not limited to the nature and scope of the Participant's practice of medicine (for example, the Participant's specialty or other area of medicine), the amount of time during which the Participant practises medicine each week and the Eligible Community and Facility, if a Facility is involved, in which the Participant, in accordance with this Agreement, has returned service, is returning service, proposes to return service, or is committed to returning service;

"Notice" means any notice or other communication given or required to be given under this Agreement;

"PAIRO Agreement" means the agreement between the Professional Association of Internes and Residents of Ontario and the Council of Academic Hospitals of Ontario as it exists and as it is amended from time to time;

"Plan" means the Ontario Health Insurance Plan established under the *Health Insurance Act*, R.S.O. 1990, c. H.6;

"Post-Graduate Medical Training" means the residency position that is funded under this Agreement;

"Practice Location Agreement" means the practice location agreement associated with this Agreement;

"RCPSC" means the Royal College of Physicians and Surgeons of Canada;

"Repayment Amount" means the amount set out in section 10;

"Return-of-Service" means the return of service described in section 5; and

"Return-of-Service Program" means the IMG Training Program, as described in section 2.

2. The IMG Training Program is the Ministry Return of Service Program for graduates of international medical schools which is composed of Post-Graduate Medical Training and a 5 year period of Return-of-Service, in accordance with the terms of this Agreement.
3. The Participant shall participate in the Return-of-Service Program, subject to the terms of this Agreement.
4. (1) During the full period of the Participant's Post-Graduate Medical Training, the Ministry shall pay the Participant's salary and benefits at the rate, and covered by the terms, specified in the PAIRO Agreement, as that rate and those terms apply during the term of the Participant's Post-Graduate Medical Training.

(2) The funding referred to in this section shall be provided on a monthly basis, and shall be payable when the Participant accepts a position with the IMG Training Program, and signs this Agreement.

5. (1) Upon successful completion of his or her Post-Graduate Medical Training, the Participant shall return service, that is, the Participant shall provide services insured under the Plan to persons insured under the Plan on a full-time basis in the area of medicine for which the Participant has been trained in his or her Post-Graduate Medical Training, in an Eligible Community approved in advance by the Ministry, and in a Facility approved in advance by the Ministry, on Notice to the Participant.
 - (2) For the purposes of this Agreement and the Practice Location Agreement, the Participant and the Acceptable Representative shall determine what constitutes a "full-time basis". The decision of what constitutes "full-time basis" is subject to the approval of the Ministry, in its sole and absolute discretion, and without liability, cost or penalty on the part of the Ministry, and the Ministry's decision shall be final. The Practice Location Agreement shall set out how "full-time basis" has been determined.
 - (3) During or after successfully completing the Post-Graduate Medical Training, but in any event no later than one month after the Participant has successfully completed the Post-Graduate Medical Training, the Participant shall apply to the CPSO for a certificate of registration that allows him or her to practise medicine in Ontario, other than the certificate of registration which allowed him or her to participate in the Post-Graduate Medical Training, and shall apply to other authorities, as applicable, for any other documents necessary to practise medicine in Ontario.
6. (1) During the term of the Participant's Return-of-Service, the Participant shall not change his or her Medical Practice in any way from that specified in section 5 and in the Practice Location Agreement and approved by the Ministry, except in accordance with section 6(2).
 - (2) Nothing in section 6(1) prevents the Ministry, in its sole and absolute discretion, and without liability, cost or penalty on the part of the Ministry, from approving proposed changes to the Participant's Medical Practice or proposed revisions to the Practice Location Agreement, for example, relating to the definition of "full-time basis", the Facility approved, or the Eligible Community approved. Any such approval must be in advance and on Notice to the Participant and may be made subject to terms or conditions. If such approval is given, the Participant shall return service as indicated in the revised Practice Location Agreement and both this Agreement and the revised Practice Location Agreement shall apply accordingly.
7. (1) The length of the Participant's Return-of-Service shall be five years, subject to section 6(2).
 - (2) The term of the Participant's Return-of-Service shall commence at a time agreed to by the Participant and the Ministry, but in any event the term shall commence no later than three (3) months from the date on which the CPSO issues to the Participant a certificate of registration that permits the Participant to practise medicine in Ontario, other than the certificate of registration which allowed the Participant to participate in the Post-Graduate Medical Training.

- (3) The Ministry shall confirm by Notice to the Participant the exact date of the commencement of the Participant's Return-of-Service and the Ministry shall complete the portion of the Practice Location Agreement entitled "For Ministry Use Only" at that time.
8. (1) The following procedure shall be used to determine where the Participant shall return service and when and how that determination shall be made:
- (a) The Participant shall seek the Ministry's approval to return service in a specified Facility (or Eligible Community, if there is no Facility involved), and the description of what constitutes "full-time basis" for the purposes of the Return-of-Service, by submitting to the Ministry a completed copy of the Practice Location Agreement signed by the Participant and an Acceptable Representative, subject to section 7(3), identifying (among other things) the Facility (or Eligible Community, if there is no Facility involved) in which the Participant proposes to return service and the description of what constitutes "full-time basis" for the purposes of the Return-of-Service. The Participant shall submit the Practice Location Agreement before the completion of the period of his or her Post-Graduate Medical Training, or within such other time frame as approved by the Ministry in its sole and absolute discretion, and without liability, cost or penalty on the part of the Ministry.
 - (b) The Ministry shall review the Practice Location Agreement submitted under clause 8(1)(a) and shall indicate to the Participant by Notice whether the Ministry approves or denies the proposed Return-of-Service set out in the Practice Location Agreement. The Ministry may make that decision having regard to any factor that the Ministry considers relevant, and the Ministry's decision is final.
 - (c) Where the Ministry does not approve the Return-of-Service proposal set out in the Practice Location Agreement submitted under clause 8(1)(a), the Ministry shall provide a timeframe that is reasonable in the view of the Ministry for submitting a revised Practice Location Agreement. Where the Ministry and the Participant subsequently agree that the Participant shall return service at a particular Facility (or in a particular Eligible Community, if there is no Facility involved), and for an agreed-upon full-time basis, the Participant shall submit to the Ministry a completed copy of the Practice Location Agreement signed by the Participant and an Acceptable Representative reflecting such agreement before the Participant commences his or her Return-of-Service.
 - (d) Where the Ministry approves the Participant's Return-of-Service proposal in accordance with clause 8(1)(b) or (c), the Ministry shall send the Participant confirmation of the approval by Notice. The Ministry may, however, in its sole and absolute discretion, and without liability, cost or penalty on the part of the Ministry, rescind any approval where the Participant fails to submit a completed copy of the Practice Location

Agreement signed by the Participant and an Acceptable Representative in accordance with this Agreement.

- (e) The Participant may submit a Practice Location Agreement once only under clause 8(1)(a), and a revised Practice Location Agreement once only under clause 8(1)(c). If neither of these Practice Location Agreements is acceptable to the Ministry, the Participant shall be in breach of this Agreement, except that the Ministry may, in its sole and absolute discretion, and without liability, cost or penalty on the part of the Ministry, permit the Participant to submit a revised Practice Location Agreement.
- (2) The Participant may return service for up to six months as a locum tenens in one or more Eligible Communities and in one or more Facilities, following the process set out in section 8(1), provided that any return-of-service as a locum tenens has been agreed to in advance by the Ministry and the Acceptable Representative (or Acceptable Representatives if applicable) in a fully executed Practice Location Agreement.
9. (1) The Participant shall be in breach of this Agreement, in which case this Agreement shall terminate, on Notice by the Ministry to the Participant, without liability, cost or penalty on the part of the Ministry, if for any reason one or more of the following has occurred:
- (a) The Participant does not begin the Post-Graduate Medical Training, in which case this Agreement terminates on the day after the day that Participant was to have begun the Post-Graduate Medical Training.
 - (b) The Participant begins but does not complete the Post-Graduate Medical Training, in which case this Agreement terminates on the day after the day that the Participant last participated in the Post-Graduate Medical Training.
 - (c) The Participant does not successfully pass the national certification examinations offered by the RCPSC or the College of Family Physicians of Canada (CFPC), as required, within the allowable time and number of attempts as determined by the RCPSC or CFPC, as the case may be, in which case this Agreement terminates on the earlier of:
 - i. the day after the last day of the allowable time period; or
 - ii. the day after the day on which the Participant was informed that he or she did not successfully pass the examinations offered within the allowable number of attempts.
 - (d) The Participant has not applied for the necessary documents as required under section 5(3), in which case this Agreement terminates on the day after the last day on which the Participant was required to apply for such documents.

- (e) The Participant has not submitted a Practice Location Agreement in accordance with clause 8(1)(a) and, if applicable, clause 8(1)(c), in which case this Agreement terminates on the day after the last day on which the Participant was required to submit the Practice Location Agreement.
 - (f) The Participant has not submitted a Practice Location Agreement that is approved by the Ministry, as set out in section 8, in which case this Agreement terminates on the day after the last day on which the Participant was required to submit the Practice Location Agreement.
 - (g) The Participant does not begin to return service in accordance with this Agreement and an approved Practice Location Agreement, in which case this Agreement terminates on the day after the day that the Participant was to have begun returning service.
 - (h) The Participant does not complete the Return of Service, in which case this Agreement terminates on the day after the day that the Participant last returned service.
 - (i) The Participant makes any change to his or her Medical Practice, except in accordance with section 6(2), in which case this Agreement terminates on the day after the day that the Participant last returned service in accordance with section 5.
 - (j) The Participant is no longer legally entitled to practise medicine in Ontario, in which case this Agreement terminates on the day after the day that the Participant is no longer legally entitled to practise medicine in Ontario.
- (2) The Ministry may, in its sole and absolute discretion, and without liability, cost or penalty on the part of the Ministry, terminate this Agreement by giving Notice to the Participant if one or more of the following has occurred, in the opinion of the Ministry:
- (a) Any other circumstance arises which in the opinion of the Ministry prevents the Participant from fulfilling his or her return-of service obligations appropriately.
 - (b) In the opinion of the Ministry, the Participant has breached any other term of this Agreement.
- (3) For the purposes of section 9(2), other circumstances may include, but are not limited to, revocation or restriction of the Participant's hospital privileges, where applicable; criminal conviction of the Participant; or any suspension, revocation, or imposition of terms, conditions or limitations on the Participant's certificate of registration issued by the CPSO which is not covered by clause 9(1)(j).
- (4) For the purposes of section 9(2), this Agreement terminates on the date set out in the Notice, or the date that the Notice is deemed to have been received under section 14(2), whichever is later.

- (5) If this Agreement is terminated under section 9(1) or (2), the Participant shall repay to the Ministry, in Canadian currency, the Repayment Amount and interest on the Repayment Amount.

10. (1) The Repayment Amount shall consist of the following:

- (a) the administrative costs paid on behalf of the Participant by the Ministry, up to \$4000;
 - (b) the training costs paid on behalf of the Participant by the Ministry of Health and Long-Term Care and by the Ministry of Training, Colleges and Universities;
 - (c) the full salary for each year of his or her Post-Graduate Medical Training, provided to the Participant by the Ministry, at the rate specified in the PAIRO Agreement, as it exists from time to time during the Participant's Post-Graduate Medical Training; and
 - (d) benefits for each year of his or her Post-Graduate Medical Training, calculated as 10% of the full salary as described in clause 10(1)(c).
- (2) If this Agreement is terminated under section 9(1) or (2), interest on the Repayment Amount under this section shall accrue beginning on the date on which the Ministry begins payments under section 4.
- (3) Interest shall be calculated as simple interest and charged on the outstanding principal monthly, on the first day of each month, at a rate periodically charged by the Province of Ontario on accounts receivable.
- (4) Within 30 days following the termination of this Agreement under section 9(1) or (2), the Participant shall repay the full amount owing under section 9(5), consisting of both the Repayment Amount and the interest on the Repayment Amount, as calculated under sections 10(2) and (3). Where for any reason the Participant fails to pay the full amount owing by this date, the Ministry may refer the matter to the Collections Management Unit of Management Board of Cabinet of the Government of Ontario, or any other person or entity, for the purposes of collection.

11. (1) In this section, "debt" includes, but is not limited to, any money that the Participant owes under this Agreement or that the Participant owes to the Plan, as a result of any overpayment by the Plan to the Participant or for any other reason.

- (2) If, in the opinion of the Ministry, the Participant owes a debt to the Crown, the Ministry may retain, by way of deduction or set-off, out of any money that is due and payable to the Participant under this Agreement, all or part of such money as the Ministry sees fit in the circumstances.
- (3) If, in the opinion of the Ministry, the Participant owes any debt to the Ministry under this Agreement, the General Manager of the Plan may retain, by way of

deduction or set-off, out of any money that is due and payable to the Participant under the *Health Insurance Act*, all or part of such money as the General Manager sees fit in the circumstances.

- (4) Nothing in this section affects any right of the Ministry or the Crown under this Agreement or under any statute, regulation or rule of law to recover or collect money that the Participant owes to the Crown or to the Ministry, 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 Ministry of Finance under the *Financial Administration Act*, R.S.O. 1990, c. F.12.
- (5) The Ministry's right of deduction and set-off under this section takes effect on the thirty-first day after this Agreement is terminated under section 9(1) or (2).

12. The Participant shall comply with the following reporting requirements:

- (a) If the Ministry asks for information, including but not limited to a report or documentation concerning the performance of the Participant's obligations, or a report or documentation concerning any other matter under or relating to this Agreement, the Participant shall respond fully and as soon as practicable.
- (b) The Participant shall advise the Ministry immediately of any changes in:
 - i. his or her Medical Practice under this Agreement; or
 - ii. his or her contact information under section 14(4).
- (c) When the Participant has completed his or her Return of Service, the Participant shall submit to the Ministry a written confirmation from an Acceptable Representative, or Acceptable Representatives if applicable, stating that the Participant has fully completed his or her Return-of-Service in accordance with this Agreement.

13. (1) This Agreement shall not be amended except by agreement between the Ministry and the Participant. Any such amendment shall be in writing and signed by the applicable parties. The Participant acknowledges that, in the sole and absolute discretion of the Ministry, and without liability, cost or penalty on the part of the Ministry:

- (a) the Ministry may decide not to approve amendments to the Practice Location Agreement unless such amendments have the agreement of the Acceptable Representative, or Acceptable Representatives if applicable, in addition to the agreement of the Ministry and the Participant; and
- (b) if the Participant wishes to return service in a different Eligible Community or Facility, the Minister may decide not to approve such change of location unless the Acceptable Representative with which the Participant has a current Practice Location Agreement has agreed to the termination of that Practice Location Agreement.

- (2) The Participant acknowledges that he or she is not an agent, joint venturer, partner or employee of the Ministry, and the Participant shall not take any actions that could establish or imply such a relationship.
 - (3) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
 - (4) If a party fails to comply with any term of this Agreement, that party may only rely on a waiver of the other party if the other party has provided a written waiver in accordance with the Notice provisions in section 14. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
 - (5) The Participant shall not assign any part of the Agreement without the prior written consent of the Ministry.
 - (6) The Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.
 - (7) Except to the extent otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative and are in addition to, and not in substitution for, any rights and remedies provided by law or in equity.
 - (8) All rights and obligations contained in this Agreement shall extend to and be binding on the parties' respective heirs, executors, administrators, successors and permitted assigns.
 - (9) The parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to its full extent.
 - (10) Unless the context requires otherwise, words importing the singular include the plural and vice versa.
 - (11) Any reference in this Agreement to any statute is a reference to that statute as amended, restated or re-enacted from time to time.
- 14. (1)** Any Notice given or required to be given under this Agreement shall be in writing and delivered by e-mail, postage-prepaid mail, personal delivery, courier or facsimile addressed to the other party at the address set out below or at such other address as either party later designates to the other party in writing. Notice by mail need not be by certified or registered mail.
- (2) All Notices shall be deemed to have been received and be effective,

- (a) in the case of e-mail, personal delivery or facsimile, at the time the other party receives the Notice.
 - ;
 - (b) in the case of postage-prepaid mail, seven days after a party mails the Notice; and
 - (c) in the case of certified or registered mail, seventy-two hours after a party mails the Notice.
- (3) Despite sections 14(1) and (2), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the party giving Notice shall provide Notice by personal delivery or by facsimile.

(4) All Notices shall be addressed as follows:

To the Ministry

Health Human Resources Policy Branch
 Ministry of Health and Long-Term Care
 56 Wellesley St. West, 12/Floor
 Toronto ON M5S 2S3
 Attention: Program Officer

Telephone No: (416) 327-8339
 Facsimile No: (416) 327-0167
 Email address:

To the Participant (to be completed by the Participant)

Address:

Telephone No:
 Facsimile No:
 Email address:

Accepted for the Ministry (name, title and date of signing)

Signature of Participant and date of signing