

SERVICE / RETURN-OF-SERVICE AGREEMENT

WITH

THE BOARD OF HEALTH for _____ HEALTH UNIT

AND MOH BURSARY PROGRAM CANDIDATE

To the Board of Health for the _____ Health Unit:

I _____ agree to accept the following service conditions while pursuing part-time graduate studies in public health:

1. I will continue to work as the Acting Medical Officer of Health (MOH) or Physician-Consultant for the _____ Health Unit for a minimum of _____ business days per week or more excluding sick days, statutory holidays, scheduled vacation or call while I am pursuing part-time studies at the masters level on average _____ days per business week (specify number of days) in (program name) _____ at (university) _____.
2. I will, in the event of a significant outbreak or public health emergency, defer my studies and once again assume MOH or Physician-Consultant duties full-time until the immediate risk to the public's health is contained.

Following completion of my graduate studies program, I will continue to work as the MOH or AMOH for the _____ Health Unit for a minimum of _____ months/years (estimate based on return of service ratio of 1:2) to be confirmed in the "Addendum" to this Return-of-Service Agreement. I will submit the "Addendum" to this Return-of-Service Agreement to the Board of Health six (6) months prior to the expected completion of my graduate studies program.

During my estimated _____ (years) of study, I understand that I will be provided with salary and benefits at my current level of compensation and receive financial assistance for tuition and related travel and accommodation expenses up to a total of \$50,000 for the estimated period of time required to complete my graduate studies program..

In consideration of obtaining MOH Bursary Program funding assistance, I further agree as follows:

1. Unless the Medical Officer of Health for _____ Health Unit agrees otherwise in writing, failure to enroll and/or continue my graduate studies program, failure to meet my Acting MOH or Physician-Consultant service day commitments, or failure to commence or complete the return-of-service commitment by the date specified in the "Addendum", shall be deemed to be a failure to meet the commitments under the terms of this Agreement.
2. Upon successful completion of my graduate studies program, I will practise medicine on a full-time basis, as the MOH or AMOH, for the _____ Health Unit ("Return-of-Service").

The term of my Return-of-Service shall be calculated using the ratio of 1:2 i.e. one (1) day Return-of-Service for every two (2) paid study days per year for the period required to complete my degree (4 to 6 years). E.g.: 2 paid study days / business week X 40 weeks / year X 4 years = 320 study days, the physician would be expected to return service for 160 business days or approximately 8 months.

3. I shall commence Return-of-Service at a time agreed to by me and the Board of Health, but in any event no later than one (1) month from the completion of my graduate studies program.
4. During the term of my Return-of-Service, I will not change my medical practice or specialty in any way from that specified unless such change has been expressly approved in writing by the Board of Health. Any change in breach of this paragraph will be deemed to be a failure by me to fulfil the terms of this Agreement, in which case I will repay to the Board of Health that MOH Bursary Program funding to date for tuition and expenses related to my graduate studies program (including interest, where applicable) in accordance with paragraph 5 of this Agreement.
5. If I do not commence or complete my Return-of-Service commitment in accordance with this Agreement and to the satisfaction of the Board of Health,
 - (a) I will repay to the Board of Health, in Canadian currency, the tuition, travel/accommodation expenses and salary related to paid education days taken to date while completing my graduate studies program, as provided to me by the Board of Health. The amount that I will be required to repay will be reduced to take into account the number, if any, of full months of returned service that I have completed. Any reduction in the amount owing will be pro-rated to reflect the 1:2 return ratio. I will repay the full or prorated amount owing within a time equal to the difference between the number of days of service required and the number of full days of returned service. However, such obligation to repay will not commence until after the expiry of three (3) months from the date that I complete my graduate studies program or, where I only partially complete my Return-of-Services, after the expiry of three (3) months from the last day on which I return service.
 - (b) In addition to the amount of repayment described in sub-paragraph 5(a), I will pay interest on the amount outstanding. Interest will be paid by such a date that is to be determined by the Board of Health. Such interest will be charged only after the expiry of three (3) months from the date that I complete my graduate studies program. Simple interest is calculated and charged on the outstanding balance monthly, on first day of the month at a rate periodically set by the Ministry of Finance.
6. If a dispute, eligibility or implementation issue or any other contentious matter relating to my Return-of-Service commitment or to this Agreement arises, the matter will be reviewed by the sponsoring Board of Health with a view to resolving it in a manner acceptable to the Board of Health and me.
7.
 - (a) Where in the opinion of the Board of Health, I owe a debt to the Board, the Director of Finance of the Board of Health may recover such money by means 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 Board sees fit in the circumstances.

- (b) In sub-paragraph 6(a), "debt" includes, but is not limited to, any money owing by me under this Agreement or owing by me to the Board of Health, as a result of any overpayment by the Board to me or for any other reason.
- (c) Nothing in this paragraph affects any other right of the Board of Health under any statute, regulation or rule of law to recover or collect money owing by me to the Board, whether or not under this Agreement, including any right of deduction or set-off.
- (d) This Agreement shall not be amended except by mutual agreement. Any such amendment shall be in writing and signed by the parties.

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

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.

Personal information on this form is also collected under the authority of the *Municipal Act*, R.S.O. 1980, c.302 (as amended), and will be used to determine the qualifications for bursary assistance by the Board of Health for _____ (Town or City). Questions about this collection should be directed to the Human Resources Co-ordinator (or other relevant office),

_____(address), _____(city), Ontario
_____(postal code), _____(phone number).

Dated at _____ this _____ day of _____.

Accepted for the Board of Health

Signature of Applicant