Ontario

Ministry of Health

Tuition Support Program for Nurses – Return of Service Agreement

Instructions

Please return signed copies to:
Primary Health Care Branch
Northern Health Programs
NHP@ontario.ca

Funds provided through the Tuition Support Program for Nurses are subject to federal and provincial income tax.

Personal information contained on this document is collected by virtue of it being necessary for the proper administration of a lawfully authorized activity pursuant to Section 8 of the *Ministry of Health and Long-Term Care Act*, RSO 1990, Chapter M. 26. and, more specifically, for the purpose of establishing eligibility for the Tuition Support Program for Nurses. For information about this collection, please contact Northern Health Programs toll free at 1-866-727–9959 or via email at NHP@ontario.ca.

Return of Service Agreement

To the Minister of Health,

I, _____,

agree to accept from the Minister a tuition grant under the Tuition Support Program for Nurses (the "Program"), reimbursing me for ___ years' tuition fees that I paid for my nursing education in the following program (specify which of these programs applies: registered nurse (RN); registered practical nurse (RPN); or nurse practitioner ((registered nurse, extended class) (RN (EC)):

_____,

My tuition grant is subject to the following terms and conditions:

1. (a) (i) I will provide direct patient care nursing services on a full-time or regular part-time basis ("Services") (casual employment is not eligible), as described in clause 1 (a)(ii), in an eligible underserviced community ("Community") in a provincially-funded nursing position within a hospital, facility, clinic, office or agency (each, a "Facility"), in accordance with the Confirmation of Employment. (Under the Return-of-Service Final Approval Process set out in the Conditional Application Approval for participation in the Program, I have been required to sign a Confirmation of Employment and submit it to the Minister for the Minister's approval.)

1. (a) (ii) The terms "full-time", "part-time" and "casual" have the same meaning as those terms have under the collective agreement for Registered Nurses or Registered Practical Nurses in force in the Facility in which I will return service on the day on which I signed the Application for the Tuition Support Program for Nurses (the "applicable collective agreement"). Where there is no applicable collective agreement or where any of these terms is not defined in the applicable collective agreement, the term or terms in question will have the same meaning as under the Ontario Nurses' Association Collective Agreement in force on the day described above.

1. (b) For the purpose of clause 1 (a)(i), but subject to this Agreement, including the minimum requirements described in that clause, the details concerning my Services at a Facility within a Community must be determined by an agreement between me and the Facility. Subject to paragraph 2 and to the minimum requirements described in clause 1 (a)(i), such agreement may be modified from time to time by the parties to the agreement.

2. (a) During the term of my approved return-of-service, I will not change my Community, Facility or Services unless,

2. (a) (i) the Minister has expressly consented in advance to permit such change and has notified me of such consent; and

2. (a) (ii) I submit within 90 days of the date on which the Minister expressly consented to permit such change, a new fully executed copy of the Confirmation of Employment in respect of the new Community, Facility or Services.

2. (b) Any change by me in breach of sub-paragraph 2 (a) will be deemed to be a breach of this Agreement, in which case this Agreement will terminate without penalty, cost or liability on the part of the Minister and I will repay to the Minister all or part of the amount paid to me under this Agreement, including the administrative fee and interest, in accordance with paragraph 6.

2. (c) Any consent by the Minister to permit a change of my Community, Facility or Services under sub-paragraph 2 (a) must be in advance 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 Community, Facility or Services and this Agreement will apply accordingly.

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3. (a) The number of years 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 one year return-of-service.

3. (b) Where I return service on a regular part-time basis,

3. (b) (i) I will be required to provide a minimum of 1500 hours of service to fulfil the equivalent of one year return-of-service under this Agreement; and

3. (b) (ii) I will be entitled to complete the minimum 1500 hours of service (for each year return-of-service) within the period of time calculated by multiplying the number of years for which tuition is reimbursed by 2; and this period of time will begin to run from the date on which I commence the provision of Services, as required under this Agreement.

Examples (for regular part-time nurses):

1. If I am paid a tuition grant for 1 year of tuition, I will be obligated to return service for 1 year-that is, a minimum of 1500 hours (1500 x 1), which I will be entitled to complete within no more than 2 years (1 year of tuition x 2 = 2 years) from the date on which I commence the provision of Services.
2. If I am paid a tuition grant for 4 years of tuition, I will be obligated to return service for 4 years-that is, a minimum of 6000 hours (1500 x 4), which I will entitled to complete within no more than 8 years (4 years of tuition x 2 = 8 years) from the date on which I commence the provision of Services.

4. I will provide the Minister with confirmation that I have commenced the provision of my Services in accordance with this Agreement and the Confirmation of Employment. The Minister will pay an approved tuition grant only after I have started my return-of-service in the Community, Facility and Services approved by the Minister, and as soon as practicable after that date.

5. Where for any reason I have breached any of the terms of this Agreement, the Confirmation of Employment or the Conditional Application Approval, or the terms of my Services agreed to by me and the Facility (see sub-paragraph 1 (b)), this Agreement will terminate immediately and without penalty, cost or liability on the part of the Minister, and,

5. (a) I will repay to the Minister the full amount of the tuition grant paid to me minus the amount representing the number of full years, if any, spent by me returning service. In this connection, return-of-service for only a portion of a year will not qualify;

Examples:

1. If I am paid a tuition grant for 4 years of tuition and return 2 full years service, I will repay 2 years' worth of the grant.
2. If I am paid a tuition grant for 4 years of tuition and return 2.5 years of service, I will repay 2 years' worth of the grant (since the half year would not qualify).
3. If I am paid a tuition grant for 4 years of tuition and return service for half a year, I will repay the full 4 years' worth of the grant (since the half year would not qualify).

5. (b) in addition to the amount of repayment set out in sub-paragraph 5(a), I will pay interest on the total amount outstanding in respect of the tuition grant.

Interest will 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.

5. (c) in addition to the amount of repayment and interest set out in sub-paragraphs 5(a) and 5(b), I will pay an administration fee of $500.00.

5. (d) my debt to the Ministry will arise, and interest will begin to accrue and be charged from, the date on which I received my tuition grant.

5. (e) I will repay the full amount owing under this paragraph 5 within 30 days following such termination.

6. Without limiting the termination rights under paragraph 5, the Minister may terminate this Agreement immediately and without penalty, cost or liability on the part of the Minister, where, in the opinion of the Minister, any other circumstance arises that prevents me from fully implementing any of the terms of this Agreement or the Confirmation of Employment, or the terms on which I received conditional approval (see Conditional Application Approval) or the terms of my Services agreed to by me and the Facility (see sub-paragraph 1 (b)). For the purposes of this paragraph 6, other circumstances may include, but are not limited to, any suspension, revocation or imposition of any restrictions or other impediments, set by the College of Nurses of Ontario, on my certificate of registration.

7. Where the Minister terminates this Agreement under paragraph 6, the provisions of paragraph 5 will apply, with all necessary changes.

8. (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.

8. (b) In sub-paragraph 8(a), "debt" includes, but is not limited to, any money owing by me under this Agreement.

8. (c) 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 Minister of Finance under the *Financial Administration Act*, R.S.O. 1990, c. F.12.

9. (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 Confirmation of Employment.

9. (b) Without limiting my obligation under sub-paragraph 9 (a), annually on each anniversary of the commencement of my return-of-service,

9. (b)(i) I will provide the Minister with a written report confirming that I have performed all of the obligations under this Agreement and the Confirmation of Employment; and

9. (b)(ii) as set out in the Confirmation of Employment, I will include with my annual report a written, signed and dated confirmation from the Chief Nursing Executive (or some other authorized representative where there is no such Officer) of the Facility in which I have returned service (as set out in the Confirmation of Employment) that in the preceding year I have provided Services on either a full-time or regular part-time basis, as the case may be, and the number of hours that I have provided such Services at the Facility in the preceding year.

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

11. 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.

12. If a court or other lawful authority of competent jurisdiction declares any provision of this Agreement invalid, illegal or unenforceable, this Agreement shall continue in full force and effect with respect to all other provisions. All rights and remedies under such other provisions shall survive any such declaration.

13. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or of the breach of any other provision of this Agreement. No provision of this Agreement shall be deemed to be waived and no breach excused unless such waiver or consent excusing the breach is in writing and signed by the party that is purporting to have given such waiver or consent. No delay or omission on the part of any party to this Agreement shall operate as a waiver of any such right. No waiver or failure to enforce any provision of the Agreement shall in any way affect the validity of the Agreement or any part of it.

14. Neither this Agreement, nor any of the rights or obligations of the parties arising under this Agreement, shall be transferable or assignable by any party to any third party without the prior written consent of the other parties.

15. This Agreement shall be governed by and construed in accordance with the laws of Ontario.

16. 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.

17. This Agreement shall operate to the benefit of and be binding upon the parties to the Agreement and their respective successors.

18. Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other parties may reasonably require for the purposes of giving effect to this Agreement.

19. Any notice, consent, approval, agreement or other correspondence ("notice") given or required to be given under this Agreement by either party will be in writing and will be delivered by email 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.

20. All notices will be addressed as follows (include full address and facsimile number):

To the Minister:
Ministry of Health
Primary Health Care Branch
Northern Health Programs
NHP@ontario.ca

To the tuition grant recipient:

Last Name		First Name
Telephone Number	Fax Number	Email

Address

Unit Number	Street Number	Street Name	PO Box
City/Town	Province		Postal Code

21. All notices will be deemed to have been received, at the time the delivery is made, where the Notice is delivered by email.

22. This Agreement will come into force on the date on which the second of the two parties has signed it.

For the Minister

Signature for the Minister	Date (yyyy/mm/dd)
Name (First and Last Name)	
Title	

Applicant Signature

Signature	Date (yyyy/mm/dd)