

RETURN OF SERVICE AGREEMENT

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA as represented by the Minister of Health and Wellness (the "Minister")

OF THE FIRST PART

- and -

ANON (the "Student")

OF THE SECOND PART

BACKGROUND:

- A. The Minister wishes to ensure that continuous and competent, direct and indirect medical services in family medicine be and remain available to the residents of Nova Scotia;
- B. The Minister is willing to provide financial support to the Dalhousie University Faculty of Medicine, to partially fund the Student's undergraduate medical education at the Faculty's Cape Breton medical campus;
- C. In return for the Minister's financial support, the Student has agreed, following the Student's successful completion of medical school and residency, to provide medical services in family medicine for a period of 5 years in accordance with this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. MEDICAL SCHOOL PROGRAM

- 1.1. The Student shall enrol in the undergraduate medical school program at Dalhousie University Faculty of Medicine's Cape Breton medical campus (the "Medical School Program"), on or before August 22, 2025.
- 1.2. The Student shall not change or engage in a subspecialisation of the Medical School Program, or attend any other academic program that could delay completion of the Medical School Program, without the prior written approval of the Minister.
- 1.3. The Student shall notify the Minister in writing prior to any extension of the Medical School Program.

- 1.4. The Minister will provide financial support to Dalhousie University for the administration and delivery of the Medical School Program. The Minister shall not be liable to make any further or other payments, or provide any other financial support of any kind.
- 1.5. If the Student fails to meet any of the Student's obligations hereunder, the Minister shall not be liable to make any further payment or provide any other financial support of any kind.
- 1.6. If the Student fails, fails to continue in, fails to complete or is asked to leave the Medical School Program, including by loss or suspension of license or privileges, for any cause or fault attributable to the Student as determined by the Minister in the Minister's sole discretion, the Student shall be deemed to have ceased training as of the date when the Student failed, failed to continue in, failed to complete or was asked to leave the Medical School Program.
- 1.7. If the Student is deemed to have ceased training as provided by article 1.6, the Student shall be required to pay to the Minister an amount equal to CDN \$75,000 per year of Medical School commenced during the term of this Agreement, up to a maximum amount of CDN \$300,000. The Student shall pay the Minister the full amount owing by way of certified cheque made payable to the Minister of Finance within thirty (30) days of the date when the Student is deemed to have ceased training, or such other time as the parties may agree in writing.
- 1.8. Despite article 1.7, in the event that the Student is unable to continue or complete the Medical School Program as a result of illness, disability or death of the Student or for other cause or fault not attributable to herself/himself, the Minister in the Minister's sole discretion may waive the repayment required by article 1.7.

2. RESIDENCY

- 2.1. During the final year of the Medical School Program, the Student shall participate in the Canadian Resident Matching Service ("CaRMS") for entrance into a residency training program in family medicine.
- 2.2. The Student shall enrol in and complete a residency training program in family medicine (the "Residency Training Program").
- 2.3. The Student shall not change or engage in a subspecialisation of the Residency Training Program, or attend any other academic program that could delay completion of the Residency Training Program, without the prior written approval of the Minister. The Student shall notify the Minister in writing prior to any extension of the Residency Training Program.
- 2.4. If the Student does not match to any of the residency training programs in family medicine in any of the CaRMS iterations during the Student's first year of eligibility, the Student shall, within thirty days of the date of the last iteration for which the Student was eligible to match, pay to the Minister an amount equal to \$75,000 per year of Medical School commenced during the term of this Agreement, by certified cheque made payable to Minister of Finance.

- 2.5. Despite article 2.4, the Minister in the Minister's sole discretion may permit the Student to delay the repayment required by article 2.4, in order to re-enter the CaRMS match in the subsequent year. In the event the Student does not match to any of the residency training programs in family medicine in any of the CaRMS iterations during the Student's second year of eligibility, the payment amount required by article 2.4 will be due within thirty days of the date of the last iteration for which the Student was eligible to match.
- 2.6. If the Student is successful in matching to a Residency Training Program through CaRMS, upon receiving notice of the successful match the Student shall notify the Minister of the location of the Residency Training Program and the Student's new address, and provide a copy of the CaRMS match result to the Minister.
- 2.7. If the Student fails to enrol in, fails to continue in, fails to complete or is asked to leave the Residency Training Program, the Student shall, within thirty days of the date the Student fails to enrol in, fails to continue in, fails to complete or is asked to leave the Residency Training Program, pay to the Minister \$300,000.
- 2.8. Despite article 2.7, in the event that the Student is unable to continue or complete the Residency Training Program as a result of illness, disability or death of the Student or for other cause or fault not attributable to herself/himself, the Minister in the Minister's sole discretion, having regard to the then-current collective agreement with Maritime Resident Doctors, may waive the repayment required by article 2.7.

3. RETURN OF SERVICE

- 3.1. No earlier than sixty (60) days prior to the beginning of the last year of the Residency Training Program the Minister, after consultation with the Nova Scotia Health Authority ("NSHA"), shall provide the Student with notice of one or more practice locations available where the Student may perform the Student's return of service.
- 3.2. Within ninety (90) days after receiving notice of available practice location(s) pursuant to article 3.1, or within such further time as may be approved by the Minister, the Student shall deliver to the Minister a completed Return of Service Addendum, in form and content satisfactory to the Minister, duly signed by the Student and an authorized representative of the NSHA. Once approved by the Minister, the completed and signed Return of Service Addendum shall become attached to and a part of this Agreement as Schedule "A". If the Student does not deliver the completed and signed Return of Service Addendum as required by this article, or if the Minister does not approve the Return of Service Addendum delivered by the Student, this Agreement will be terminated, and the Student shall make payment as required by article 3.5.
- 3.3. Upon the successful completion of the Residency Training Program the Student shall provide a return of service in accordance with the following:
 - 3.3.1. the Student shall maintain a regular practice in accordance with the Return of Service Addendum attached hereto as Schedule "A", with no significant variation in practice;

- 3.3.2. the Student shall practice a minimum of 1725 hours per year providing medical services insured under the *Health Services and Insurance Act*, reasonably equally distributed over at least forty-six (46) weeks per year, except where the Student has been approved to take a leave pursuant to article 3.3.8;
- 3.3.3. the Student's practice hours referred to in article 3.3.2 shall not include hours providing on-call services;
- 3.3.4. at least half of the Student's practice hours referred to in article 3.3.2 shall be in the provision of patient-facing office-based primary care;
- 3.3.5. subject to article 3.3.6, if the Student is compensated through a fee for service arrangement, not including longitudinal family medicine, the Student shall bill for medical services insured under the *Health Services and Insurance Act* at least sixty (60) per cent of the average gross clinical payment most recently published by the Canadian Institute for Health Information (CIHI) at the time of the assessment of the Student's billings for purposes of this clause, adjusted for annual increases provided in the then-current agreement between the Minister and Doctors Nova Scotia concerning physician compensation;
- 3.3.6. where a Student to whom article 3.3.5 applies is compensated in part for medical services insured under the *Health Services and Insurance Act* according to an alternative system of payment which does not require a minimum threshold of billing, including but not limited to longitudinal family medicine, hospitalist daily stipend and hourly emergency department payment:
 - 3.3.6.1. the billing requirement of article 3.3.5 shall be reduced in proportion to the FTE value required to be worked under such alternative system of payment; and,
 - 3.3.6.2. the Student's billings pursuant to such alternative system of payment shall not count towards the billing requirement of article 3.3.5;
- 3.3.7. the return of service shall be in accordance with this Agreement, including for greater certainty the Return of Service Addendum attached hereto as Schedule "A", and any other agreement or system of payment under which the Student is compensated for providing medical services in Nova Scotia;
- 3.3.8. the return of service shall be for a period of five (5) years, which shall be continuous unless, in response to a written request by the Student to take a leave of absence, the Minister approves the leave in writing in advance, and the end date of the return of service is extended accordingly;
- 3.3.9. the return of service shall commence within ninety (90) days after the Student completes the Residency Training Program unless the Minister approves a later date in writing in advance;

3.3.10. the Student shall not undertake any additional work beyond the clinical work week and on-call obligations set out above, or work otherwise beyond or different from the requirements of the Return of Service Addendum attached hereto as Schedule "A", without the prior written approval of the Minister and the Nova Scotia Health Authority;

3.3.11. the Student shall add to the Student's roster of regular patients only patients who, immediately prior to being added to the Student's roster, were:

3.3.11.1. on the roster of regular patients of another Nova Scotia family practice physician from which the Student is adding to the Student's roster a significant number of patients (for example in a circumstance of retirement, semi-retirement, change of practice or relocation), as determined by the Minister in the Minister's sole discretion; or,

3.3.11.2. on the Province of Nova Scotia's Need a Family Practice Registry;

3.3.12. notwithstanding article 3.3.11, the Student may add to the Student's roster of regular patients up to a maximum of 5% of new patients per year who do not meet either of the criteria described in article 3.3.11;

3.3.13. the Student shall maintain a license to practice medicine as required by this Agreement in accordance with the *Medical Act* and shall be in good standing pursuant to any provisions of the *Medical Act*;

3.3.14. the Student shall maintain any privileges under the *Health Authorities Act* required to fulfill the requirements of this Agreement.

3.4. The requirements of article 3.3 are together referred to in this Agreement as the "return of service".

3.5. If:

3.5.1. the Student is unable to obtain or maintain a license to practice medicine in Nova Scotia in accordance with this Agreement including Schedule "A"; or,

3.5.2. the Student breaches any of articles 3.2 or 3.3, or any requirement of Schedule "A";

the Student shall pay to the Minister the amount of \$5,000, multiplied by the number of months remaining in the Student's return of service term as set out in article 3.3.8 on the date of the event specified in article 3.5.1 or 3.5.2, as determined by the Minister in the Minister's sole discretion, including the month in which the event occurred.

3.6. Payment required by article 3.5 shall be made by way of certified cheque made payable to the Nova Scotia Minister of Finance. The Student shall pay the full amount owing within thirty (30) days from the date of the event specified in article 3.5.1 or 3.5.2, as determined by the Minister in the Minister's sole discretion.

- 3.7. Despite article 3.5, in the event that the Student's breach or default results from illness, disability or death of the Student, or for other cause or fault not attributable to the Student, the Minister may, in the Minister's sole discretion, waive the payment required by article 3.5.
- 3.8. During the return of service the Student shall not enter into or take advantage of any other return of service arrangement whereby the Student may receive any compensation or other benefit in exchange for providing medical services insured under the *Health Services and Insurance Act* for a certain period of time during the same time period that the Student is providing the return of service.
- 3.9. Upon a breach of article 3.8 the Student shall pay to the Minister the lesser of:

- 3.9.1. an amount equal to the benefit received or receivable by the Student pursuant to such other arrangement; or,
- 3.9.2. the amount that would be payable pursuant to article 3.5, if breach of article 3.8 was included in article 3.5.2;

by way of certified cheque made payable to the Nova Scotia Minister of Finance. The Student shall pay the full amount owing within thirty (30) days from the date of the breach of article 3.8, as determined by the Minister in the Minister's sole discretion.

4. MISCELLANEOUS

- 4.1. The amounts required to be paid pursuant to articles 1.7, 2.4, 2.7, 3.5 and 3.9 are based on an evaluation by the Minister of the loss the Province of Nova Scotia will incur due to a default on the part of the Student. The amounts represent a genuine pre-estimate of the loss, and the Parties have agreed to such amounts in order to compensate for the loss and to avoid later disputes. The Parties agree that any amounts payable pursuant to articles 1.7, 2.4, 2.7, 3.5 and 3.9 are in the nature of liquidated damages and not a penalty and such sums are reasonable under the circumstances existing as of the date of execution and delivery of this Agreement.
- 4.2. Upon execution of this Agreement, the Student shall complete, sign and deliver to the Minister a Consent for Release of Information, in the form attached hereto as Schedule "B", authorizing Dalhousie University and the institution which provides the Residency Training Program to release to the Minister the information described in Schedule "B" related to the Student's academic status and contact details during the term of this Agreement. The Minister is entitled to and shall request only such information as is required for the Minister's purposes in relation to this Agreement, including to monitor the Student's academic progress, to evaluate the Minister's support for the Faculty's Cape Breton medical campus, and the planning and management of the health system.
- 4.3. This Agreement shall be effective as of the date when it is signed by the last of the Parties to sign it. This Agreement shall expire on date when the Student's obligations hereunder are completed, unless earlier terminated as required or permitted hereunder. All obligations

which by their nature are intended to survive the expiry or termination of this Agreement, including but not limited to any obligation on the Student to pay money pursuant to articles 1.7, 2.4, 2.7, 3.5 and 3.9, shall survive the expiry or termination of this Agreement.

- 4.4. All notices required to be given pursuant to this Agreement shall be in writing and will be deemed duly given upon being delivered by hand or email, or three (3) business days after being sent by prepaid registered mail or courier, to a party at the address set forth herein or to such other address designated by a party by notice given hereunder:

To the Student:

ANON
123 MAIN STREET
CITY, PROVINCE, POSTAL CODE
Canada <EMAIL@ADDRESS.COM>

To the Minister:

Nova Scotia Department of Health and Wellness
PO Box 488
Halifax, NS B3J 2R8
physician.resources@novascotia.ca
Attention: Senior Executive Director of Physician Services

If a party's address changes during the term of this Agreement, the party shall provide notice of such change to the other parties within fifteen (15) days.

- 4.5. This Agreement shall be governed by the laws of the Province of Nova Scotia and the laws of Canada applicable therein, without regard for any rule of law that would require the application of the laws of another jurisdiction, and the courts of Nova Scotia shall have exclusive jurisdiction over any dispute or matter arising from or concerning this Agreement.
- 4.6. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors or assigns. The Student may not assign any right or obligation of the Student hereunder.
- 4.7. The Student, for and on behalf of the Student and any professional corporation through which the Student may practice medicine, agrees that any amount found to be payable by the Student hereunder shall be owed jointly and severally by the Student and the Student's professional corporation.
- 4.8. No term or provision hereof shall be deemed waived, and no breach excused, unless the waiver or consent to the breach is in writing and signed by the party waiving or consenting. Any consent or waiver of a breach by a party shall not constitute a waiver of any term of this Agreement with respect to any different or subsequent breach unless expressly stated.

- 4.9. The invalidity of any particular provision of this Agreement by reason of rule of law, public policy or otherwise, shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid provision was omitted and this Agreement shall not be affected thereby.
- 4.10. This Agreement shall be read with all changes in number and gender as the context requires.
- 4.11. Article headings are not part of this Agreement, are included solely for convenience and are not intended to be full and accurate descriptions of the contents under these headings.
- 4.12. The Student confirms that the Student has read and understands this Agreement and that the Student has had a reasonable and sufficient opportunity to obtain independent legal advice prior to entering into it.
- 4.13. This Agreement supersedes and takes precedence over any other agreement, whether prior to or contemporaneous with this Agreement, whether oral or written, that the Student may have with respect to return of service, other work commitments, or any other undertaking that conflicts with this Agreement. This Agreement contains a final and entire understanding and agreement between the parties hereto with respect to the covenants, representations or warranties, oral or written not herein contained with respect to the subject matter hereof. The parties agree that this Agreement is enforceable notwithstanding the Collective Agreement entered into between the Maritime Resident Doctors and any other party, including the Nova Scotia Health Authority, or any other similar Collective Agreement outside the Maritime provinces. Nothing herein shall be considered a violation of the aforementioned Collective Agreement by the parties.
- 4.14. This Agreement and its Schedules may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by electronic means by either party and the receiving party may rely on the receipt of the document so executed and delivered electronically as if the original had been delivered and received.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their own behalf or by their respective representatives duly authorized in that behalf on the dates hereinafter set forth:

**HIS MAJESTY THE KING IN THE RIGHT OF
THE PROVINCE OF NOVA SCOTIA**

(signature)

Name: _____

Title: _____

Date: _____

STUDENT

(signature) Date:

**Schedule “A”
Return of Service Addendum**

Between:

(the “**Physician**”)

and

Nova Scotia Health Authority (“NSHA”)

WHEREAS:

The Physician has entered into a Return of Service Agreement (the “ROS Agreement”) with the Minister of Health and Wellness (the “Minister”) to which this addendum shall be attached; and,

The Physician desires to enter an agreement with the NSHA to fulfill the Physician’s commitment to provide the Return of Service contemplated in the ROS Agreement, in
_____ (community);

NOW THEREFORE the parties agree:

1. This addendum is made pursuant to Article 3.2 of the ROS Agreement.
2. The Physician acknowledges that this addendum is subject to the ROS Agreement and any breach of this addendum is a breach of the ROS Agreement.
3. Any term not specifically defined in this addendum shall have the same meaning as in the ROS Agreement.
4. The Physician must apply for and be granted appointment to the medical staff of the NSHA, and maintain clinical privileges appropriate to the Physician’s practice as required hereunder, in accordance with the appointment criteria and processes of the NSHA.
5. The Physician will provide services in accordance with Article 3.3 of the ROS Agreement.
6. Except as permitted by the ROS Agreement, the Physician will provide services on a full time basis in the specialty for which the Physician received their Post Graduate Medical Education.

7. The return of service commitment will continue for the period indicated in Article 3.3.8 of the ROS Agreement.
8. Without limiting the generality of the services to be provided by the Physician, the Physician shall perform and deliver the services and requirements described in Appendix 1.
9. This addendum shall not be amended except by prior written agreement between the parties, with the exception of Appendix 1 referenced in clause 8, which may be amended by written agreement between the NSHA and the Physician. Any such amendment to Appendix 1 shall be provided to the Minister of Health and Wellness.
10. In order to comply with the Physician's return of service commitments in the ROS Agreement, the Physician must submit to the Minister a completed copy of this addendum signed by the Physician and the NSHA for the Minister's approval, in accordance with Article 3.2 of the ROS Agreement.

NOVA SCOTIA HEALTH AUTHORITY

(signature)

Name: _____

Title: _____

Date: _____

(signature) Date:

Approved by the Minister of Health and Wellness:

Signature: _____ Date: _____
Name: _____

Return of Service Addendum
Appendix 1

(attach list of services and requirements as agreed to, signed, and dated by both the Physician and the NSHA)

Schedule "B"
Consent for Release of Information

Name: _____
Last First Middle

Address:

Home Phone: (____) ____ - _____ Cell Phone: (____) ____ - _____

Email: _____

Consent and authorization:

I hereby authorize Dalhousie University, and any other institution in which I may receive undergraduate or post-graduate medical training, and any of their employees to release to the Nova Scotia Minister of Health and Wellness and any representative of the Minister the following information about me, and consent to the disclosure of such information:

Academic status
Remediation
Any leaves of absence My
contact information Expected
program end date

Note: This consent form is effective immediately, and will remain in effect until the expiry or termination of my return of service agreement with the Minister. I acknowledge that a copy of this consent form will be provided to Dalhousie University and any other institution in which I may receive undergraduate or post-graduate medical training.

Signature: _____ Date: _____