## Service Agreement for Bachelor of Nursing Bursary and Undertaking

THIS AGREEMENT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Newfoundland and Labrador.

| BETWEEN: | \_\_\_\_\_\_\_\_\_\_ REGIONAL HEALTH AUTHORITY, (hereinafter called The “RHA”) |
| --- | --- |
| AND: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the “Recipient”) |

**WHEREAS** the Recipient is enrolled in an accredited Bachelor of Nursing program (hereinafter called the”Program”);

**AND WHEREAS** the Recipient has agreed to undertake to enter employment as a Registered Nurse at [[1]](#footnote-1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the community of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, if offered, with the RHA upon completion of the program of study;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for this undertaking for future employment and in consideration of mutual covenants, terms and conditions herein contained, in this agreement, the parties to this Agreement covenant and agree as follows:

1. **Financial Assistance**
   1. The RHA, in consideration of the Recipient’s undertaking to enter employment as a Registered Nurse with the RHA, and upon receipt of proof that the Recipient is registered in the Program, which the Recipient is scheduled to attend between [[2]](#footnote-2)\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[3]](#footnote-3), agrees to pay to the Recipient the amount of $\_\_\_\_\_\_\_\_\_, as a bursary to assist the Recipient in pursuit of completing the Program.
   2. The Recipient understands and agrees that this is an agreement to provide financial assistance and is not to be constructed, interpreted or relied upon as an offer or promise of employment.
   3. The RHA will make an offer of employment to the Recipient within 30 days of program completion. If an offer of employment is not made within 30 days this agreement will be null and void. The RHA reserves the right to release the Recipient from this agreement if deemed necessary.
2. **Recipient’s Obligations**
   1. The Recipient agrees to apply to the RHA for a position within 30 days after program completion.
   2. The Recipient agrees to accept, if offered, [[4]](#footnote-4)\_­­­­\_\_\_\_\_\_\_\_\_\_\_\_ employment as a Registered Nurse with the RHA within 30 calendar days of the Recipient’s completion of the Program and to remain employed with the RHA for a period of not less than \_\_\_\_\_\_\_\_\_\_\_ hours of work on the terms and conditions then applicable to such positions (the “Service Obligation”).
   3. The Recipient agrees to immediately notify the RHA if he/she is in default of this agreement.
3. **Representations and Warranties**
   1. The Recipient warrants and confirms that every fact stated or represented by the Recipient in connection with his/her application for financial assistance is true and complete in all respects and agrees that the RHA shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.
   2. The execution of this Agreement by the Recipient does not negate or alter the terms of any agreement the Recipient has signed with another Regional Health Authority in the Province of Newfoundland and Labrador. The Recipient confirms that the commitment he/she is making to the RHA pursuant to this Agreement does not result in a breach of any commitment made to another Regional Health Authority in the Province of Newfoundland and Labrador
4. **Default**
   1. The Recipient agrees that failure to comply with the Recipient’s Obligations as outlined in this Agreement constitutes a default of this Agreement and said default includes the following:
      1. failure to maintain enrolment as a student in the Program and to maintain good standing in the Program;
      2. failure to graduate from the Program;
      3. failure to comply with any term or condition of this Agreement;
      4. failure to accept, if offered, employment with the RHA within 30 calendar days of completion by the Recipient of the Program;
      5. failure to complete the Service Obligation;
      6. failure to successfully pass applicable licensing examination(s);
      7. having made a materially misleading or inaccurate statement in the Recipient’s application for a Bursary; or
      8. purporting to confirm statements in this Agreement as being true when they are not in fact true

4.2 The Recipient shall offer no defence, save payment, against any claim made by the RHA for sums due arising from the default of this Agreement.

1. **Reimbursement upon Default**
   1. In the event of a default of this Agreement, the Recipient agrees to immediately reimburse the RHA as follows, and in accordance with the *Collection Policy – RHA Receivables* attached in Schedule B to this Agreement:

Where the Recipient defaults on the Agreement, the RHA will meet with the recipient (either in-person or via telephone) within five business days of default notice. The Recipient will, upon demand by the RHA, within thirty (3) calendar days, refund to the RHA the total prorated amount based on the unfulfilled Service Obligation (the “Defaulted Amount.”), together with interest as defined in this Agreement. For the purposes of calculating the portion of the term for which payments were made to or on behalf of the Recipient, the Recipient will be credited for each day in the term for which services were provided and no repayment to the RHA will be required for the days credited.

* 1. In all instances where the Recipient will be charged interest under this Agreement, interest on the defaulted amount to be repaid by the Recipient, will be calculated on the unfulfilled portion of the Service Obligation.
  2. Interest on the defaulted amount to be repaid by the Recipient will be calculated retroactively from the date the money was advanced to or on behalf of the Recipient, and will compound on the outstanding balance as of the end of each month.
  3. The interest rate will be the prime rate posted by the Bank of Canada in effect on the first day of January preceding the date of default plus two (2) percentage points.
  4. The Recipient agrees that following a default on this Agreement, he/she shall be liable to reimburse the RHA in respect to any and all costs and expenses, including but not limited to reasonable legal fees which the RHA incurs in relation to attempts by the RHA, or another party on the RHA’s behalf, to collect the defaulted amount.

1. **Non-Liability**
   1. Amounts paid to the Recipient pursuant to this Agreement may be subject to income taxation. The Recipient is responsible for taxes assessed by the Canada Revenue Agency in relation to payments made to the Recipient pursuant to this Agreement. The Recipient understands that he/she should consider consulting a tax professional on the specific taxations effects and ramifications which may be associated with the receipt of payments pursuant to this Agreement. The Recipient agrees not to commence legal action against the RHA with respect to any amounts assessed against the Recipient by the Canada Revenue Agency in relation to the amount of financial assistance provided under this Agreement and agrees to indemnify and hold harmless the RHA in respect of any matters related directly or indirectly to the taxation of the amount of financial assistance.
   2. The Recipient acknowledges having read and received a copy of this Agreement and agrees that the contents hereof form a binding and enforceable contract.

6.3 The Recipient acknowledges having read the *Bachelor of Nursing Bursary Policy* attached in Schedule A to this Agreement and agrees to be in compliance with such policy.

6.4 The Recipient acknowledges having read the *Collection Policy – RHA Receivables* attached in Schedule B to this Agreement and agreement to be in compliance with such policy.

1. **Termination**
   1. The RHA may only accept a bursary transfer to/from another Regional Health Authority (“Other RHA”) where the equivalent amount of financial assistance may have been made available at the other RHA. In situations where no financial assistance or financial assistance of lesser value would have been available in the other RHA, the Recipient would then be responsible to pay the difference to the original RHA. The Recipient must obtain the RHAs permission to transfer as well as sign a service agreement with the Other RHA.
2. **Notice**
   1. Any notice to be given by one Party to the other according to this Agreement may be delivered personally or by courier, transmitted by fax, mail or e-mail to the following address:

To the Recipient:

[INSERT RECIPIENT’S CONTACT INFORMATION]

To the RHA:

[INSERT RHA’S CONTACT INFORMATION]

Notices shall be deemed to have been received by the addressee as follows:

1. As of the date on which they are delivered where delivery is by a party or by messenger or special courier services;
2. As of the date on which they are sent where delivery is by fax or other means of electronic communication; and
3. Six (6) days after delivery to Canada Post Corporation where the postal services is used.

8.2 The Recipient must inform the RHA of any change in contact information such as permanent or temporary address or phone number provided at the time of signing this Agreement.

1. **No Assignment**
   1. The Recipient shall not assign this Agreement in whole or in part to any third party.
2. **General**
   1. This Agreement and all attached schedules constitute the entire agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understanding, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein. In the event of a conflict, this Agreement shall prevail.
   2. No covenant or condition of this Agreement may be waived except by the written consent of the RHA, and forbearance or indulgence by the RHA in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the Recipient and until complete performance by the Recipient of the covenant or condition, the RHA shall be entitled to invoke any remedy available to the RHA under this Agreement or by law, despite the forbearance or indulgence.
   3. This Agreement shall remain in effect until the fulfillment and performance in full of all of the Recipient’s obligations contained herein.
   4. This Agreement shall be governed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determine in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
   5. A facsimile signature of an otherwise electronically reproduced signature of either the Recipient or the RHA shall be deemed to be an original.
   6. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by the RHA and the Recipient. This Agreement may be extended for parental leave or other matters as approved by the RHA.
   7. In any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall be attached only to such provision, and all other provisions hereof shall continue in full force and effect.
   8. The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction and interpretation of this Agreement.
   9. The Recipient and RHA acknowledge and agree that the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this agreement.
   10. This Agreement shall enure to the benefit of, and be binding upon, the RHA’s respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed the day and year first before written.

SIGNED by the Recipient in the presence of: Signed by the Recipient:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Witness | Recipient |
|  |  |  |
| Date |  | Date |

|  |  |  |
| --- | --- | --- |
| SIGNED on behalf of the RHA by its representative duly authorized in that regard in the presence of: |  | Signed by the RHA: |
| Witness | Chief Executive Officer or authorized designate |
|  |  |  |
| Date |  | Date |

**Bachelor of Nursing Bursary Program Policy**

*Revision Date: March 9, 2017*

**Program Description:**

Bachelor of Nursing Bursaries provide financial assistance to students of the Bachelor of Nursing (Collaborative) Program who agree to accept employment in a difficult-to-fill position and fulfill a service commitment as described in this policy.

***Please contact RHAs to determine the availability of bursaries.***

**Scope:**

The bursary is available to:

* Students enrolled in the final year of the Bachelor of Nursing (Collaborative) Program in Newfoundland and Labrador.
* Students enrolled in the final year of the Bachelor of Nursing (Collaborative) Program Fast Track Option in Newfoundland and Labrador.
* Residents of Newfoundland and Labrador who are enrolled in the final year of an approved Bachelor of Nursing program in another Canadian jurisdiction.

RHAs apply for bursary funding annually; applications approved for funding expire at the end of the fiscal year in which they are approved.

Applications for Bachelor of Nursing Bursaries must be for difficult-to-fill positions within RHAs or for targeted areas agreed to by the HR Planning Sub-Committee.

Bursary recipients must agree to fulfill a service obligation in a position which has been identified as difficult-to-fill. Not all positions will be eligible for a bursary; availability of bursaries varies annually by location and is subject to availability of funds.

RHA employees who are actively enrolled in an approved Bachelor of Nursing Program are eligible to apply for financial assistance under this program. Appropriate taxes and deductions will apply.

**Amounts and Conditions:**

1. A $5,000 bursary is available per year (1950 hours) of service commitment, to a maximum of two years (3900 hours), or $10,000.
2. A signed service agreement is required for each recipient receiving a bursary. Service agreements signed with a RHA are legally binding contracts.
3. Bursaries must be paid to the recipient prior to program completion. Program completion is defined as the last day of exams as per the program calendar. It is not the date of graduation.
4. Bursaries may be subject to income taxation. The bursary will be recorded on the appropriate T4A/T4 that is issued to a recipients for funds disbursed in each calendar year.
5. Recipients must meet all conditions of employment with the RHA offering employment.
6. Positions can be permanent full-time, permanent part-time, temporary full-time, or temporary part-time. Bursary recipients who accept part-time employment will have a maximum of two years to complete each 1950 hour service commitment (i.e. four years for a 3900 hour commitment).
7. Recipients of more than one incentive under the *Bursaries and Incentives Program* of the Government of Newfoundland and Labrador with a service obligation to the same RHA to be employed in the same position will complete their service obligations concurrently.
8. The service agreement may be extended for parental leave or other matters approved by the RHA.
9. If the terms and conditions of the service agreement are not fulfilled, the recipient will be required to repay the prorated portion of the bursary to the RHA. The RHA will forward repaid funds to the Department of Health and Community Services on a quarterly basis.
10. RHAs must inform the Department of Health and Community Services in writing once a default occurs.
11. Interest on the amount to be repaid by the recipient will be calculated in accordance with the *Bursaries and Incentives Program Collections Policy – RHA Receivables*
12. RHAs may only accept a bursary transfer to/from another RHA where the equivalent bursary may have been made available. In situations where no bursary or a bursary of lesser value would have been available in the other RHA, the recipient would then be responsible to pay the difference to the original RHA with interest. The recipient must obtain the original RHA's permission to transfer the bursary as well as sign a revised service agreement (Template 8.0) with the other RHA.
13. The Director of Health Workforce Planning may approve exceptions to this policy in extenuating circumstances, and on a case-by-case basis.

**Enhanced Bursary Option:**

If an RHA has been unsuccessful in offering an approved bursary and can provide evidence that all avenues to attract a recipient currently enrolled in a Bachelor of Nursing program have been exhausted, RHAs may apply for an enhanced bursary for the position.

If a position is approved for an enhanced bursary, the maximum value may be doubled to $20,000. The service obligation will also be doubled to four years.

**Regional Health Authority Responsibilities:**

The RHAs responsibilities include the following:

1. Submitting applications for bursary funding to the Health Workforce Planning Division at the beginning of each fiscal year for consideration by the Human Resources Planning Sub-Committee, which includes providing a completed Application for Bursary Funding (Form 6.0) and other supporting documentation, as necessary.
2. Recruiting a recipient for the bursary.
3. Appropriately screening of students before offering a bursary to ensure suitability for employment including, but not limited to, criminal record checks, academic standing in the program, references from program instructors and previous employers, and interview with student.
4. Securing a position for the recipient and establishing a written service agreement for the bursary.
5. Submitting documentation to the Health Workforce Planning Division when the bursary has been awarded to the successful incumbent, which includes a completed bursary application form, verification of enrollment and signed service agreement.
6. Issuing payment to recipients with appropriate deductions, if required.
7. Offering employment to the recipient within 30 days of program completion. If an employment offer is not made within this timeframe the signed agreement will be null and void and repayment will not be expected. The RHA also reserves the right to release a recipient from an agreement, if deemed necessary.
8. Requesting reimbursement of funds from the Health Workforce Planning Division with supporting documentation on a quarterly basis.
9. Tracking the fulfillment of service agreements of bursary recipients.
10. Notifying the Health Workforce Planning Division if a recipient has defaulted.
11. Enforcing collection of defaulted amounts for recipients as per the *Bursaries and Incentives Program Collection Policy – RHA Receivables.*
12. Notifying the Health Workforce Planning Division of collected amounts of defaulted bursaries on a quarterly basis.
13. Preparing the appropriate T4A/T4 for recipients annually.
14. Providing evidence when applying for the enhanced bursary program as deemed appropriate.

**Recipient Responsibilities:**

The recipient’s responsibilities include the following:

1. Reviewing and complying with the terms and conditions of the incentive and service agreement.
2. Accepting an offer of employment within 30 days of program completion.
3. Notifying the RHA in writing if he/she is unable to fulfill the service agreement at least three (3) months prior to the termination date of the service agreement and arrange for repayment of the defaulted bursary amount in accordance with the service agreement and the *Bursaries and Incentives Program Collection Policy – RHA Receivables*.
4. Notifying the RHA of any change in contact information such as name, permanent or temporary address, and phone number provided at the time of signing the service agreement.

**Procedure:**

1. The RHA submits an Application for Bursary Funding and other supporting documentation, as necessary, to the Human Resource Planning Sub-Committee for approval at the beginning of each fiscal year. Approved bursaries expire at the end of each fiscal year.
2. The Human Resource Planning Sub-Committee notifies all RHAs of approved bursaries for each fiscal year.
3. Recipients contact an RHA to determine if a bursary is available for a position, or the RHA recruits a recipient for the bursary.
   1. If an RHA has been unsuccessful in offering an approved bursary and can provide evidence that all avenues to attract a recipient currently enrolled in a Bachelor of Nursing program have been exhausted, RHAs may apply for an enhanced bursary for the position.
   2. Requests for enhanced bursary funding will be submitted to the Director of Health Workforce Planning and approved by the Department of Health and Community Services. Requests are subject to available funding.
4. The RHA facilitates the signing of a service agreement with the incumbent and submits the signed agreement, completed bursary application form and verification of enrollment to the Health Workforce Planning Division for approval.
5. Upon approval from the Department of Health and Community Services, the recipient will receive payment of the bursary from the RHA. Reimbursement will be provided to the RHA from the Department of Health and Community Services on a quarterly basis and upon receipt of invoice from the RHA.
6. Payments must be made to the recipient prior to program completion. Payments made within three months of the program completion date must be subject to income taxation.
7. The RHA offers employment to the recipient within 30 days of program completion in accordance with the service agreement.
8. The student accepts an offer of employment within 30 days of program completion in accordance with the service agreement.

# Collection Policy – Regional Health Authority (RHA) Receivables

*Revision Date: September 2015*

**Purpose:**

This policy outlines the collection of outstanding amounts on defaulted incentives with return-in-service components for RHA-owned receivables.

**Scope:**

This policy is limited to the collection of outstanding amounts on defaulted incentives that have a return-in-service component for RHA-owned receivables as follows:

1. **Health professional incentives**, **nursing incentives**, and **physician signing bonuses,** where the RHA co-signs a service agreement with the recipient; and where funding for these incentives is held at Western Health as the paymaster only. RHAs are directly responsible for issuing and distributing cheques to the recipients; and Western Health reimburses the RHAs.
2. **Medical resident bursaries,** where the RHA co-signs a service agreement with the recipient; and wherefunding for these incentives is held at Eastern Health as the paymaster only. Eastern Health is directly responsible for issuing cheques for the recipients of incentive funding, and forwarding those cheques to the Department of Health and Community Services (HCS). HCS is directly responsible for forwarding those cheques to all RHAs for distribution to the recipients.
3. **Undergraduate medical student bursaries, travelling fellowships and other physician incentives**, where the Minister of Health and Community Services or designate co-signs a service agreement with the recipient; and, where funding for these incentives is held at Eastern Health as the paymaster only. Eastern Health is directly responsible for issuing cheques for the recipients of incentive funding, and forwarding those cheques to HCS for distribution to the recipients. Eastern Health is not a signatory on the service agreement and there is no employment relationship between Eastern Health and the recipient.

**Policy:**

RHAs are responsible for tracking worked service owing on incentives in Categories A and B noted above, whereas, HCS is responsible for tracking worked service owing on incentives in Categories C. There are three general circumstances in which a recipient does not fulfill his/her service obligation and, as a result, they will be required to repay the defaulted amount of the incentive:

* The recipient advises the RHA/HCS that he/she will not commence employment in the position or establish practice in the defined community/facility as agreed to in the service agreement by the required start date;
* The recipient does not commence employment in the position or establish practice in the defined community/facility as agreed to in the service agreement and does not advise the RHA/HCS; or
* The recipient commences employment but advises the RHA/HCS of his/her intent to leave the position or practice before the service obligation is fulfilled (i.e. acceptance of a position elsewhere or failure to maintain licensure in Newfoundland and Labrador).

In accordance with the recipient’s service agreement:

* Interest on the amount to be repaid by the recipient is calculated retroactively from the date the money was advanced to or on behalf of the Recipient, and will compound on the outstanding balance as of the end of the month. The interest rate is the Bank of Canada prime rate plus two percentage points.
* The recipient may be required to pay reasonable costs, including but not limited to costs associated with advertising, relocation expenses, recruiting firm fees, site visits by candidates, and other such costs incurred by the RHA/HCS as a result of the recipient’s default necessitating recruitment of a replacement professional. These costs would be calculated for the period of time until a replacement professional is found, but in any event not exceeding the duration of the service agreement.

**Receivables:**

As these incentives are RHA-owned receivables, collection of defaulted amounts is the responsibility of RHAs. Recipients submit payment on defaulted incentives directly to 1) the RHA as named in their return-in-service agreement for incentives in Categories A and B, or 2) Eastern Health for incentives in Category C, to be recorded as RHA revenue. ***Cheques from recipients are payable to Eastern Regional Health Authority, Central Regional Health Authority, Western Regional Health Authority or Labrador-Grenfell Regional Health Authority***.

1. **For health professional incentives, nursing incentives, and physician signing bonuses:**

* Defaulted amounts collected by the RHAs are forwarded to **Western Health** as the paymaster on a quarterly basis until all the defaulted amounts from the recipient is collected. RHAs will advise HCS on a quarterly basis of the defaulted amounts collected from the recipients, and the amount forwarded to **Western Health**.
* Receivables from collection of defaulted outstanding amounts on these defaulted incentives are reinvested in the appropriate fund at **Western Health** to create future incentives based on direction from HCS, and are recorded on applicable financial records.

1. **For medical resident bursaries:**

* Defaulted amounts collected by the RHAs are forwarded to **Eastern Health** as the paymaster on a quarterly basis until all the defaulted amounts from the recipient is collected. RHAs will advise HCS on a quarterly basis of the defaulted amounts collected from the recipients, and the amount forwarded to **Eastern Health**.
* Receivables from collection of defaulted outstanding amounts on these defaulted incentives are reinvested in the appropriate fund at **Eastern Health** to create future incentives based on direction from HCS, and are recorded on applicable financial records.

1. **For Undergraduate medical student bursaries, travelling fellowships and other physician incentives:**

* Defaulted amounts are collected by **Eastern Health** until all the defaulted amounts from the recipient is collected. Eastern Health will advise HCS on a quarterly basis of the defaulted amounts collected from the recipients.
* Receivables from collection of defaulted outstanding amounts on these defaulted incentives are reinvested in the appropriate fund at **Eastern Health** to create future incentives based on direction from HCS, and are recorded on applicable financial records.

**Collection Procedure:**

RHAs will follow the procedure below and document all progressive activities and collection steps taken for receivables including, but not limited to, record of Statements of Account issues, collection call activities, reminder letters (Dunning letters) sent, and inclusion on the arrears listing. The following procedure is noted for collection of defaulted amounts by RHAs:

1. Once a RHA is advised that a recipient will not be fulfilling his/her service agreement, the RHA will meet with the recipient (either in-person or via telephone) within five business days of default notice. In the case of incentives in category C, HCS will advise Eastern Health that a recipient will not be fulfilling his/her service agreement, and Eastern Health will meet with the recipient (either in-person or via telephone) within five business days of default notice. The objective of this meeting is to request immediate repayment of the incentive or to arrange the terms of repayment (payment plan initiated within 30 calendar days), and to gather contact information, including telephone numbers and forwarding addresses. Specific incentive policies and service agreements may include additional requirements for repayment.
2. The RHA will send a registered letter to the recipient within:
   * Ten business days of payroll completion for the defaulted position for RHA employees;
   * Ten business days of having received default notice for fee-for-service physicians; or
   * Ten business days after default occurs if the recipient advises of not commencing employment or establishing practice, or if the recipient fails to commence employment or establish practice without advising the RHA.

This letter must provide for the recipient the details of the in-person or telephone conversation including the pre-arranged terms of repayment.

1. The RHA will contact the recipient via telephone or email immediately if the pre-arranged terms of repayment have been breached and, if necessary, make alternate repayment arrangements. If these initiatives do not achieve repayment, the RHA will send a letter to the recipient outlining the decision to request collection agency intervention.
2. For amounts equal to $5,000 or less, the RHA will assign the account to at least one collection agency. If the agency is unable to collect the debt when all reasonable efforts have been exhausted, then the account will be sent to another collection agency if the RHA has multiple collection agencies on contract. For amounts over $5,000 and less than $25,000, the RHA will commence legal action in Small Claims Court. For amounts equal to $25,000 of more, the RHA will commence legal action in Supreme Court. The RHA is responsible for initiating any actions against the recipient as a result of the judgment, which may include instructing the Sheriff’s office to take appropriate action and identifying assets (i.e., bank accounts, salary, etc.) for distraint under the Judgment Enforcement Act.
3. If all reasonable efforts have been exhausted to collect the debt, then RHAs may request support from the committee responsible for each incentive to initiate the Debt Write-Off Procedure noted below. These committees may include the HR Planning Sub-Committee for nursing and other health professional incentives, the Provincial Signing Bonus Committee, or the Provincial Physician Bursary Committee. Requests for write-offs are considered annually at the first committee meeting scheduled in the fiscal year.
4. If the appropriate committee support write-off at that time, then the Debt Write-Off Procedure will be initiated.

**Debt Write-Off Procedure:**

For all RHA-owned receivables, the Debt Write-Off Procedure below shall apply.

1. If the appropriate Committee supports the debt write-off request, the Committee will submit a letter requesting approval for debt write-off and provide a full summary of the collection efforts to the Departmental Controller and either the Director of Health Workforce Planning (for all non-physician incentives) or the Director of Physician Services of HCS (for physician incentives).
2. The Departmental Controller and the Director of Health Workforce Planning or Director of Physician Services will review the letter and will:
   1. Recommend that the Deputy Minister approve debt write-off for that incentive, or
   2. Recommend alternative strategies for debt collection to the Committee.

**NOTE: Debt write-off is an accounting process that does not affect the obligation of the debtor to repay. Legally, amounts can be recovered after they are written off.**

1. Facility [↑](#footnote-ref-1)
2. Month/day [↑](#footnote-ref-2)
3. Name of School [↑](#footnote-ref-3)
4. Employment Status (e.g. permanent full-time, temporary part-time, etc.) [↑](#footnote-ref-4)