

THIS AGREEMENT is made in duplicate on _____, 201_.

BETWEEN:

HER MAJESTY THE QUEEN in right of the
Province of Saskatchewan, as represented by
the Minister of Health (hereinafter the “Minister”)

- and -

Dr. _____ of _____ in the Province
of Saskatchewan (hereinafter the “Physician”)

IMG Postgraduate Medical Training Agreement

WHEREAS the Physician desires to receive medical resident training in the specialty of
_____ (herein the “specialty training”);

AND WHEREAS on completion of the specialty training the Physician will further his/her
medical career in the Province of Saskatchewan and to provide specialty services in
Saskatchewan.

AND WHEREAS pursuant to *The Regional Health Services Act* the Minister may do anything to
promote or ensure the provision of health services in Saskatchewan and enter into agreements for
that purpose;

AND WHEREAS in accordance with this Agreement, the Minister is prepared to provide funding
for the Physician’s specialty training;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. In accordance with the terms of this Agreement and, providing the Physician complies with his or her obligations set out herein, the Minister will provide funding to allow the Physician to occupy a residency spot with a training agency/hospital for the specialty training. The spot will be funded to cover the costs of the training agency/hospital to provide the training, such costs include amounts to be paid under the terms of the Collective Bargaining Agreement of the Professional Association of Internes and Residents of Saskatchewan (PAIRS) or any similar agreement applicable to the training agency/hospital. While actual cost cannot be fully calculated at this time, the estimated amount of the funding and its breakdown is set out in Appendix “E”.
2. The Physician acknowledges and agrees that all funding received pursuant to Section 1 of this Agreement, whether paid directly to the Physician or paid to a training agency/hospital for and on behalf of the Physician, shall be fully recoverable by the Minister in the event of default as outlined in subsections 3 (f), (g) and (h) of this Agreement.

3. The Physician agrees to:

- (a) Undertake and pass a mandatory assessment/orientation program or write the IMG Orientation and Assessment Exemption Examination prior to the commencement of the residency training program at the College of Medicine, University of Saskatchewan. Successful applicants must be available to commence the assessment/orientation at the College of Medicine, University of Saskatchewan, on _____. No funding under this Agreement will be provided if the Physician does not successfully complete the assessment/orientation program or pass the Exemption Examination.
- (b) Attend _____ specialty training on a full-time basis at the College of Medicine, University of Saskatchewan. Specialty training will occur from _____ to _____.
- (c) At least four months prior to the completion of the specialty training, at the Minister's request, the Physician will provide the Minister with a summary of recruitment contacts and inquiries initiated with health authorities, affiliates, health care organizations or other employers who may have an interest in securing the specialty services of the Physician. At this time, the Physician will also complete Appendix C of the contract and return the signed form to the Physician Recruitment Agency of Saskatchewan (PRAS) with their CV.
- (d) Within the period of six months after completing the specialty training and in any event not later than _____ [End date + six months]:
- (i) to take all steps necessary to become qualified to provide the services in Saskatchewan for which the training has been received, including obtaining appropriate licensure under The Medical Profession Act, 1981 with the College of Physicians and Surgeons of Saskatchewan ("CPSS"); and
 - (ii) to begin the practice of medicine, in the specialty area that the funding was provided, in a specific community in Saskatchewan approved in writing by the Minister. For greater clarity the communities listed in **Appendix A** are communities for which approval will not be granted.
- (e) Meet all requisite standards of practice and to continue in the practice of medicine, in the specialty area that the funding was provided, **in the community approved by the Minister pursuant to subsection (d) on a full-time basis, as described in Appendix D, for a period of _____ consecutive months;** [Return of Service (ROS) is year-for-year; e.g. 2 years of training has a 2 year ROS]
- (f) The Physician will pay to the Minister as liquidated damages in accordance with terms specified in a demand in writing from the Minister, an amount equal to the total amount of funding paid by the Minister pursuant to section 1, in the event that the Physician:

- (i) fails to commence, take or complete the specialty training in accordance with subsection 3(b) for any reason whatsoever including, without limitation that the Physician:
 - a. has not met the program requirements as determined by the College of Medicine, University of Saskatchewan, or the training has, for any reason been terminated;
 - b. fails to perform to the academic, ethical or professional requirements of his/her program;
 - c. fails to continue to meet any applicable requirements of Immigration Canada regarding the right to remain in Canada;
 - d. fails to meet any legislation applicable to the program or with the rules, regulations and bylaws of the College of Medicine, University of Saskatchewan as same may be in force from time to time during the program;
 - e. constitutes a risk to security or safety of any person, or the interests or reputation of the College of Medicine, University of Saskatchewan, as deemed by the Dean of Medicine or his/her designate, in his/her sole discretion
 - f. fails to continue to meet any applicable requirements of Immigration Canada regarding the right to work lawfully in Canada; or
 - (ii) fails to become qualified or to commence the practise of medicine as required by clause 3(d)
- (g) Where the Physician fails to continue to practice medicine for the period specified in subsection 3(e), for any reason whatsoever, including without limitation, the circumstances described in section 4 and/or that the Physician:
- (i) loses eligibility for and/or fails to maintain provincial licensure or regional credentialing and privileges
 - (ii) loses eligibility for and/or fails to maintain membership in the Canadian Medical Protective Association;
 - (iii) fails to continue to meet any applicable requirements of Immigration Canada regarding the right to work lawfully in Canada;

the Physician will pay to the Minister as liquidated damages in accordance with the terms specified in a demand in writing, the amount S calculated in accordance with the following formula:

$$S = F - (F \times \text{ROSP}/\text{ROSC})$$

Where

S - is the amount to be repaid;

F - is the amount of funding provided by the minister under section 1;

ROSP – is the actual number of months of return in service provided by the physician calculated in accordance with Appendix D;

ROSC – is the number of months of return in service required to be provided under clause 3(e) of the Agreement

- (h) Where the Physician receives a demand in writing from the Minister pursuant to subsection (f) or (g), the Physician agrees to pay to the Minister as liquidated damages, in addition to the amount mentioned in clause (f) or (g), interest at the rate of _____% per year on the unpaid balance of the amount mentioned in subsection (f) or (g), calculated from the date each advance of monies was made under this Agreement.
4. The Minister makes no commitment or assurances regarding the availability of positions in Saskatchewan to begin or continue the practice of the specialty as required by clauses 3(d) and (e) of the Agreement. Except as otherwise specified in section 14, it is expressly acknowledged by the Physician that the Physician will be in default of the obligations under clause 3(d) or (e) if, for any reason whatsoever, the Physician fails to commence or complete those obligations, including in the event that there is not an available position in Saskatchewan in the specialty. If a position is not available in the physician's subspecialty, the Physician is expected to fulfill the return service obligation in the most general area of specialty training.
 5. Where the Physician has a pre-existing service commitment to the Minister under any other training program, the service commitment of the Physician referred to in 3(e) will be calculated from the date that all other service commitments to the Minister are fully satisfied.
 6. The Physician agrees that the Minister may disclose the Physician's name, specialty program, and contact information to Saskatchewan Health Authority, affiliates, health care organizations or other employers who may have an interest in securing the specialty services of the Physician in order to fulfill the return-of-service obligation subject to this Agreement.
 7. The Physician agrees that a copy of this Agreement will be filed with CPSS. The Physician acknowledges that Minister may notify the CPSS where the Physician fails to comply with any material term of this Agreement and will request that CPSS include information from such notification in any Certificate of Standing issued on behalf of the Physician until such time as the Physician complies with the Agreement.
 8. The Physician agrees the Minister may obtain from the College of Medicine or health authorities, affiliates, health care organizations or other employers all reports, documents and information relating to this Agreement and the performance of the Physician's obligations pursuant to this Agreement as the Minister may from time to time request. The Physician agrees to complete and execute the Release in the form set out in Appendix B to this Agreement.

9. No delay, neglect or forbearance on the part of the Minister in enforcing against the Physician any term, condition or obligation of this Agreement shall be, or be deemed to be, a waiver or in any way prejudice any right of the Minister under this Agreement, and any waiver of any term, condition, obligation or breach of this Agreement must be in writing to be effective.
10. In accordance with Section 21 of The Limitations Act, the Physician and the Minister agree to extend the limitations period for the enforcement of this agreement to 6 years from the date of a breach of this Agreement.
11. This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Saskatchewan, and any action to enforce this agreement shall be commenced and defended in the Province of Saskatchewan.
12. Nothing contained in this Agreement is intended to constitute the Physician to be an employee of the Minister.
13. In the event that any of the provisions contained in this Agreement or any portion of such provision shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such provision or portion of the provision, as the case may be, shall be severed from this Agreement and such invalidity or unenforceability shall not invalidate, affect or impair the remainder of this Agreement. This Agreement shall be construed as if such invalid or unenforceable provision or portion of the provision had never been contained in this Agreement.
14. The Minister agrees that in the event of the Physician's death, or in the event that the Physician becomes permanently disabled such that the Physician is unable to complete the obligations under subsections 3(b) through 3(e), the Physician's obligations under this Agreement will terminate.
15. This Agreement shall not be amended except by the prior written agreement of the parties.
16. The Physician certifies that:
 - (a) as at the date of execution of this Agreement, the Physician has not made any other arrangements for the provision of the Physician's services which are in conflict with the Physician's obligations under this Agreement; and
 - (b) the Physician will not enter into any such arrangement which will be effective before the period that the Physician has completed the service commitment under this Agreement without:
 - (i) having first sought the approval of the Minister; or
 - (ii) having paid in full the amounts required under this Agreement.
17. The Minister may engage PRAS to administer this Agreement on the Minister's behalf. In the event such occurs, the Physician agrees:

- (a) that any information about the Physician, (including for greater certainty, information governed by section 37 of *The Saskatchewan Medical Care Insurance Act*) which, in the sole opinion of the Minister, is needed in order to properly administer this Agreement, may be disclosed
 - i. where the information is in the possession of the Minister, by the Minister to PRAS; and
 - ii. where the information is in the possession of PRAS, by PRAS to the Minister; and
- (b) that any action (including without limitation a request for information, notice, demand or approval) that may be taken by the Minister pursuant to this Agreement may be exercised by PRAS or an official, employee or agent of PRAS.

Any action taken by PRAS on behalf of the Minister pursuant to this section will be binding upon the Minister and the other parties to this agreement and will have the same effect as if the request for information, notice, demand or collection had been given by the Minister.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal the day and year first above written.

Signed, Sealed, and Delivered)
in the presence of:)

_____))
Witness for Government)

_____))
Date)

_____))
Per: Minister of Health)

_____))
Date)

Signed, Sealed, and Delivered)
in the presence of:)

_____))
Witness for Government)

_____))
Date)

_____))
Per: Minister of Health)

_____))
Date)

Signed, Sealed, and Delivered)
in the presence of Physician:)

_____))
Witness for Physician)

_____))
Date)

_____))
Physician's signature)

_____))
Date)

_____))
Address)

_____)

APPENDIX A

Approved practice locations are in an area of need/underserved in Saskatchewan as approved by the Minister. *[For FM Regina/Saskatoon Contracts]*

Urban centres and bedroom communities that are excluded practice locations are:
[For Specialist/DME Contracts]

Saskatoon
Regina
Lumsden
Pilot Butte
Balgonie
White City
Emerald Park
Pense
Martensville
Warman
Langham
Clavet
Dalmeny
Delisle

APPENDIX B

Performance Release Form

I, _____ hereby irrevocably agree to allow the College of Medicine, University of Saskatchewan to release all reports, documents, and information pertaining to my performance, as both a Candidate and Trainee in the IMG Postgraduate Training Program, to the Minister of Health.

Signature

Date

Witness

Date

APPENDIX C

Name: _____

Date: _____

I am planning to:

- Fulfill the Return-of-Service commitment through service
- Fulfill the Return-of-Service commitment through financial repayment
- Seek approval for deferral of the Return-of-Service commitment

Please fill out the following where applicable.

I have:

- Signed a written contract/agreement to commence medical practice in Saskatchewan
- Provided verbal confirmation commence medical practice in Saskatchewan
- I am still exploring practice opportunities
- Other. Please describe

Practice Location _____

Practice Name _____

Target Start Date _____

I plan to practice:

- Full time
- Less than full time

If you have not signed a contract to commence medical practice in Saskatchewan, please describe your current situation and practice plans:

APPENDIX D

Full Time Practise

For the purposes of this Agreement services on a full time basis means:

Fee-For-Service (FFS) Physicians

- The volume of services and days of work at the level consistent with the other physicians in that community; and
- Physicians will be required to submit FFS billings in each quarter (three months) the contract year equal to one fourth of 75% of the previous year average active practicing billings for the specialty of training published in the Medical Service Branch (MSB) Annual Report. Where the Physician does not meet this threshold, the Physician will be credited with a pro- rated percentage of full time work and will satisfy the required period of full time service when the monthly percentages added together reaches the period set out in clause 3(e). For example the ROS for a Physician working on a part time basis assuming:
 - Physician bills at 60% of average active billings
 - return of service period of 24 months

$$60\% / 75\% \times \text{ROS} = 24 \text{ months}$$

$$.8 \times \text{ROS} = 24 \text{ months}$$

$$\text{ROS} = 24/.8$$

$$\text{ROS} = 30 \text{ months}$$

Non-Fee-For-Service (NFFS) General Practitioners and Specialists

- NFFS physicians may only be employed by or under contract with Saskatchewan Health Authority. Any other NFFS arrangement will require written approval of the Minister.
- NFFS Physicians will be required to fulfil all the terms of their contract, based on full-time service, including number of days worked, on-call requirements and after hour rotations. If the contract is for less than full time service, the contract must specify the percentage of full time service (FTE) the Physician will provide.
- Full time service will be further validated with a review of the physician's shadow billings to confirm service volumes equivalent to the standards set out for Fee for Service Physicians.

- Full Time service will be verified by Saskatchewan Health Authority. Where time worked is less than full time service, the return in service period set out in clause 3(e) will be extended based on the following calculation:

$$0.75 \text{ FTE} \times \text{ROS} = 24 \text{ months}$$

$$\text{ROS} = 24/0.75$$

$$\text{ROS} = 32 \text{ months}$$

- All Physicians (FFS and NFFS) must participate equitably in any on-call/after-hours call rotation as part of the local physician call for that specialty.
- Any Physician that does not meet full service requirements during a biannual review will have their billing and service levels reviewed quarterly.

APPENDIX E**Estimated funding under Agreement and breakdown**

Total estimated cost per training year: \$118,000 - \$173,000

Breakdown (per training year):

Base Salary Costs: \$57,000 - \$90,000

Administration costs (training fees): \$50,000 - \$65,000

Benefits/Other costs (at 20% of salary) \$11,000 - \$18,000