

Service Agreement for Signing Bonus 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 has applied to the RHA for financial assistance;

AND WHEREAS the Recipient has agreed to undertake to enter employment as a _____, with the RHA located in the community/facility of _____;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for this undertaking for 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:

1.0 Financial Assistance

1.1 The RHA has agreed to pay to the Recipient a signing bonus in the total amount of \$_____; which will be payable in two installments of \$_____; at the beginning of the first year of employment and at the beginning of the second year of employment (after the completion of _____ hours of work) with the RHA.

2.0 Service Obligations

2.1 The Recipient agrees to commence employment as a ¹_____ with the RHA located in the community/facility of _____ on ²_____ and to remain employed in the above stated position, with such RHA, for a period of not less than _____ hours of work on the terms and conditions then applicable to such positions (the “Service Obligation”).

3.0 Representations and Warranties

3.1 The Recipient warrants and confirms that every fact stated or represented by the Recipient 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.

3.2 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 _____

¹ Title

² Start date of Employment

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.

4.0 Default

4.1 The Recipient agrees that failure to comply with the Services Obligations as outlined in this Agreement each constitutes a default of this Agreement and said default includes the following:

- a) failure to comply with any term or condition of this Agreement;
- b) failure to complete the Service Obligation;
- c) having made a materially misleading or inaccurate statement in the Recipient's application for a signing bonus; or
- d) 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 default of this Agreement.

5.0 Reimbursement upon Default

5.1 In the event of a default of this Agreement, the Recipient agrees to 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 (30) 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 purpose 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.

5.2 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.

5.3 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.

5.4 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.

5.5 The Recipient agrees that following a default on this Agreement, he/she shall be liable to reimburse the RHA in respect of 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.

6.0 Non-Liability

6.1 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 tax 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.

6.2 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 *Signing Bonus 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 agrees to be in compliance with such policy.

7.0 Notice

7.1 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:

To the RHA:

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

- a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier services;
- b) As of the date on which they are sent where delivery is by fax or other means of electronic communication; and

c) Six (6) days after delivery to Canada Post Corporation where the postal services is used.

7.2 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 the Agreement.

8.0 Non-Disclosure

8.1 The Recipient agrees, unless required by law to disclose information contained in this Agreement, to maintain as confidential the terms and conditions of this Agreement.

8.2 The Recipient acknowledges that the RHA is subject to the provisions of the *Newfoundland and Labrador Access to Information and Protection of Privacy Act (ATIPPA)* and the *Management of Information Act*.

9.0 No Assignment

9.1 The Recipient shall not assign this Agreement in whole or in part to any third party.

10.0 General

10.1 This Agreement and any 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.

10.2 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.

10.3 This Agreement shall remain in effect until the fulfillment and performance in full of all of the Obligations contained herein.

10.4 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 determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

10.5 A facsimile signature or an otherwise electronically reproduced signature of either the Recipient or RHA shall be deemed to be an original.

Template 7.0

- 10.6 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.
- 10.7 If 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.
- 10.8 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 or interpretation of this Agreement.
- 10.9 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.
- 10.10 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 XXXXX Health by its representative duly authorized in that regard in the presence of:

SIGNED by RHA:

Witness

Chief Executive Officer or authorized designate

Date

Date

Schedule A: Signing Bonus Policy (RHA to attach)

Schedule B: Collection Policy – RHA Receivables (RHA to attach)