



Dental Bursary Program Policy

Revision Date: June 1, 2014

1. Program Description

To attract dentists to practice in designated areas of need in Newfoundland and Labrador, the Department of Health and Community Services (the “Department”) will provide bursaries to eligible students (the “Student”), to assist with academic and living expenses during training.

The Department may be represented by the Dental Services Division and/or Health Workforce Planning Division, as stated throughout the Dental Bursary Program Policy.

2. Scope

To be eligible, a Student must be enrolled in a dental education program accredited by the Commission on Dental Accreditation Canada (CDAC) or the Commission on Dental Accreditation of ADA (CODA/ADA). Priority will be given, but not limited to, candidates who are residents of Newfoundland and Labrador who are willing to practice in designated areas of need throughout the province.

3. Definitions

Appropriate Deductions: Statutory deductions from pay, including but not limited to income tax, Canadian Pension Plan and Employment Insurance.

Area of Need: A community, hospital or dental clinic in Newfoundland and Labrador designated by the Department as within an under-serviced area.

Bursary: Amounts paid to students or medical residents who are working towards their degree to enable them to continue their education. As outlined in this document, a service agreement is required in exchange for bursary amounts.

Interest: A fee paid by the bursary recipient who defaults on their service agreement. If a recipient defaults on their service agreement, interest is calculated on the prorated amount of the bursary based on the service agreement not completed. Interest is calculated as prime rate plus 2 per cent, and will accrue as of the date of default.

Prime Rate: The rate that is suggested by the Bank of Canada as the base interest rate for a loan.

Service Agreement: An agreement entered into by a Student, setting out the terms and conditions of the service obligation. A bursary is provided to a Student with a service agreement of one year per incentive.

Service Obligation: A commitment to complete specific hours of work in return for incentives.

4. Amounts and Conditions

Bursaries are provided to Students enrolled in an accredited dental education program in the amount of \$25,000 per year for up to three years. For each annual \$25,000 bursary received, the Student agrees to provide dental services in a designated rural area of need no later than six months after being eligible for licensure in Newfoundland and Labrador, and to continue to provide dental services in that area of need for a period of not less than 12 months.

The number of dental bursaries is limited. Bursaries are awarded at the discretion of the Dental Bursary Selection Committee.

5. Procedure

5.1 Application and Approval Process

- The Student inquires to the Dental Services Division about receiving a bursary.
- The Director, Dental Services Division communicates directly with the Student and sends a package to the Student including information about the bursary program, eligibility requirements, and the application process.
- The Student must return the completed application to the Dental Services Division by the June deadline date of the calendar year of application. The Student must apply each year for bursary sponsorship.
- The Director, Dental Services Division meets with the selection committee between June and August each year to select the Students to be awarded dental bursaries.
- The Director, Dental Services Division will send a list of approved Students to receive dental bursaries to the Health Workforce Planning Division for processing.
- The Health Workforce Planning Division sends an approval letter and service agreement (“Agreement”), to be signed by the applicants approved for dental bursaries. Students are instructed to sign and send back the Agreement with the appropriate witness’ signature.
- The Health Workforce Planning Division sends the Agreement to the Deputy Minister of the Department for signature; the Agreement is returned to the Health Workforce Planning Division after signing.
- The Health Workforce Planning Division notifies the Financial Services Division of the Department to issue payment to the Student.

- The Health Workforce Planning Division provides a copy of the signed Agreement to the Student.

5.2 *Establishment of Practice*

- During the Student's final year of studies, the Student shall send a written request to the Dental Services Division by November 30 to request a list of the designated areas of need and to initiate discussions of designated areas of need where the Student may practice once provincial licensure is granted. Discussions between the Dental Services Division and the Student regarding practice opportunities may continue up to 30 calendar days after obtaining licensure and becoming eligible to practice dentistry in Newfoundland and Labrador; however, students are encouraged to choose an area of need from the list provided by the Dental Services Division as soon as possible and prior to graduation.
- The Student must communicate a final decision to the Dental Services Division within 30 calendar days after obtaining licensure and becoming eligible to practice dentistry in Newfoundland and Labrador.
- The Recipient (formerly the "Student") will establish practice as per the Agreement no later than six months after being eligible for licensure in Newfoundland and Labrador.
- The Recipient must contact the Dental Services Division and the Health Workforce Planning Division within 30 calendar days of starting practice to advise that practice has commenced and provide contact information.
- At the end of the Agreement, the Health Workforce Planning Division will send a Confirmation of Compliance letter to the over-seeing dentist at the clinical practice for completion and confirmation.

6. Taxation

Amounts paid to the Recipient pursuant to the Agreement **may** be subject to income taxation. The Recipient is responsible for taxes assessed by the Canadian Revenue Agency in relation to payments made to the Recipient pursuant to the Agreement. The Recipient understands that he/she should consider consulting a tax professional on the specific taxation effects and ramifications which may be associated with the receipt of payments pursuant to the Agreement.

7. Service Agreement Provisions and Default

- The Recipient agrees that failure to comply with the Obligations as outlined in the Agreement constitutes a default of the Agreement and said default includes the following:
 - a) failure to maintain enrolment as a Student in the dental educational program as outlined in the Agreement and to maintain good standing in the program;

- b) failure to graduate from the dental education program;
 - c) failure to comply with any term or condition of the Agreement;
 - d) failure to complete the Service Obligation;
 - e) failure to become eligible for licensure in Newfoundland and Labrador;
 - f) failure to maintain licensure in Newfoundland and Labrador;
 - g) having made a materially misleading or inaccurate statement in the Student's application for a bursary; or
 - h) purporting to confirm statements in the Student's application for a bursary and/or in this Agreement as being true when they are not in fact true.
- Should the Recipient choose to terminate this Agreement, the Recipient must notify the Dental Services Division in writing at least three months prior to the termination date and arrange for repayment of the defaulted amount in accordance with this Agreement.
 - In the event of a default of the Agreement, the Student agrees to reimburse the Department within 30 calendar days as follows:

Where the Student defaults on the Agreement (leaves the practice before completion of the service obligation or does not establish a clinical practice where offered in accordance with the Agreement), the Student will immediately refund to the Department the total prorated amount of the bursary based on the unfulfilled service obligation, together with interest as defined in the Agreement within 30 calendar days from the date of default. 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 Department will be required for the days credited.

(the "Defaulted Amount")

- In all instances where the Recipient will be charged interest under this Agreement, interest on the amount to be repaid by the Recipient will be calculated on the unfulfilled portion of the service obligation. Interest on the 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. The interest rate will be the prime rate posted by the Bank of Canada plus two percentage points.
- The Recipient agrees that following a default of this Agreement, he/she shall be liable to reimburse the Department in respect of any and all costs and expenses, including but not limited to reasonable legal fees, which the Department incurs in relation to attempts by the Department, or another party acting on the Department's behalf, to collect the defaulted amount.

- In the case of default, the Health Workforce Planning Division will provide repayment details in writing to the Student describing the prorated amount owing, interest and the repayment procedure.
- The Recipient shall offer no defence, save payment, against any claim made by the Department, or another party acting on the Department's behalf, for sums due.
- The Recipient agrees that any sums due to the Department arising from the Recipient's default under this Agreement constitute a debt owing to a crown agency, against which the Department is entitled to set-off any money owed by the Department to the Recipient.

8. Responsibilities

8.1 Department of Health and Community Services Responsibilities – Dental Services Division and Health Workforce Planning Division

The Department has authorized the Dental Services Division and Health Workforce Planning Division to perform specific roles for approving, implementing and monitoring dental bursaries and service agreements.

The Department responsibilities include:

- Supplying interested Students with dental bursary program information, such as eligibility requirements, application process, and applications, as requested.
- Providing the list of designated areas of need to the Student, upon written request from the Student.
- The Student will contact the Dental Services Division after the list of designated areas of need is provided to initiate discussions of where the Student may practice once provincial licensure is granted. Discussions between the Dental Services Division and the Student regarding practice opportunities may continue up to 30 calendar days after obtaining licensure and becoming eligible to practice dentistry in Newfoundland and Labrador; however, students are encouraged to choose an area of need from the list provided by the Dental Services Division as soon as possible and prior to graduation.
 - If the Student selects an area of need already selected by another Student, then the Department will decide which Student will practice in the area of need.
 - If the Student is not chosen for the area of need, then the Student will choose an alternate area of need from the list provided by the Department.

8.2 *Student Responsibilities*

The Student's responsibilities include the following:

- The Student is responsible for review of and compliance with the terms and conditions of the bursary and service agreement.
- The Student must be enrolled in a dental education program accredited by the Commission on Dental Accreditation Canada (CDAC) or the Commission on Dental Accreditation of ADA (CODA/ADA) to be eligible for funding.
- During the Student's final year of studies, the Student shall send a written request to the Dental Services Division by November 30 requesting a list of the designated areas of need and initiate discussion of designated areas of need with the Dental Services Division.
- The Student is encouraged to communicate a final decision on the chosen location of practice and satellite clinics to the Dental Services Division as soon as possible and prior to graduation; however, the Student must communicate a final decision to the Dental Services Division within 30 calendar days after obtaining licensure and becoming eligible to practice dentistry in Newfoundland and Labrador.
- The Student agrees to provide dental services in the designated area of need no later than six months after being eligible for licensure in Newfoundland and Labrador, and to continue to provide dental services in that area of need for a period of not less than 12 months.
- The Student agrees to notify the Dental Services Division and the Health Workforce Planning Division of the decision to default in writing three months prior to default of this agreement and arrange for repayment.
- The Student agrees to inform the Dental Services Division and Health Workforce Planning Division of any change in contact information such as permanent or temporary address and phone number provided at the time of signing the Agreement.
- The Student agrees that any leave taken in excess of 10 weeks per year or any request for postponement of the Agreement must be approved by the Dental Services Division and will only be considered under extenuating circumstances.
 - The Student agrees that he/she can request additional leave or postponement of the Agreement by submitting written documentation to the Dental Services Division. Requests to postpone must provide the reason for postponement. Eligible reasons include serious personal illness, pregnancy, serious family illness, death of a family member, or request for additional training. The Dental Services Division shall review each request for deferral and communicate the decision in writing to the Student and the Health Workforce Planning Division.
- The Student warrants and confirms that every fact stated or represented by the Student in connection with his/her application for a bursary is true and complete in all respects and agrees

that the Department shall be conclusively deemed to have relied on each such representation or statement in entering into the Agreement.

- The execution of the Agreement by the Recipient does not negate or alter the terms of any agreement the Student has signed with the Government of Newfoundland and Labrador or another party. The Student confirms that the commitment he/she is making to the Department pursuant to the Agreement does not result in a breach of any commitment made to another party.
- The Student will obtain full licensure under the Dental Act to practice as a dentist in Newfoundland and Labrador within 30 calendar days of graduating from the dental education program.