



## Physician Return of Service Contract

**THIS RETURN OF SERVICE CONTRACT** (the "Contract") is dated for reference the \_\_\_ day of \_\_\_\_\_, 202\_.

### **BETWEEN:**

@@@ (the "**Participant**")

### **AND:**

His Majesty the King in right of the Province of British Columbia, as represented by the Minister of Health (the "**Province**")

(collectively the "**Parties**")

### **BACKGROUND**

- A. The Province's objective is to ensure there are a sufficient number and appropriate distribution of physicians in British Columbia now and in the future for a patient-focussed and accessible Government-funded health care system aimed at promoting and improving the health of all residents.
- B. As part of fulfilling this objective, the Province provides Postgraduate Medical Education funding for program participants to become qualified to provide medical services in British Columbia. In exchange for receiving a Postgraduate Medical Education, program participants provide medical services for a specified time in British Columbia.
- C. The Participant has been accepted into a Neurosurgery Postgraduate Medical Education Residency position at the University of British Columbia that specifies a Return of Service requirement. This Contract sets out the terms of the Return of Service requirement that is the condition for the

## Specialty Medicine Physician Return of Service

Participant to receive this Postgraduate Medical Education Residency position.

- D. The Participant will be prepared and qualified to provide specialty medicine services in a Placement in British Columbia for the Return of Service Term and on the basis set out in this Contract upon completion of the Postgraduate Medical Education and acquiring a Certificate of Registration from the College of Physicians and Surgeons of British Columbia.
- E. In exchange for receiving a Postgraduate Medical Education Residency position, which is funded by the Province, the Participant agrees to the terms and conditions set out in this Contract.

**IN CONSIDERATION** of the forgoing, the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration (the receipt of which is expressly acknowledged), the Parties agree as follows:

### **Article 1 Interpretation**

#### 1.1 Definitions in this Contract:

- (a) **“Addendum”** or **“Return of Service Addendum”** means the Addendum included as Schedule 2 to this Contract that is executed by the Participant and Health Authority, and approved by Province, and which contains the terms and conditions of the Return of Service Placement;
- (b) **“Certificate of Registration”** means registration with the College of Physicians and Surgeons of British Columbia that allows the Participant to practise medicine in British Columbia, other than the certificate of registration which allowed the Participant to enrol in Postgraduate Medical Education;
- (c) **“Compound Interest”** means the interest rate and method of calculation that are set out or prescribed under the Interest on

## Specialty Medicine Physician Return of Service

Overdue Accounts Receivable Regulation under the *Financial Administration Act*;

- (d) **“Full-Time Basis”** means as described in the Addendum, but must include a minimum of 1680 hours per year of patient care providing Government-Funded Health Services for the duration of the Return of Service Term with hours distributed over each year of the term;
- (e) **“Government-Funded Health Services”** includes insured health services as benefits under the Medical Services Plan or an alternative payment arrangement through either the Province or the Health Authority;
- (f) **“Health Authority”** means the regional health board designated under the *Health Authority Act*, RSBC 1996, c.180, or the Provincial Health Services Authority, in which the Participant will complete their Return of Service in a Placement;
- (g) **“Medical Practice”** includes, but is not limited to, the clinical discipline of the Participant’s Postgraduate Medical Education and areas of medicine in which the Participant practises;
- (h) **“Notice”** means any notice or other communication required to be given under this Contract;
- (i) **“Offer Letter”** means a letter from a medical clinic or Health Authority offering the Participant a Return of Service Placement in accordance Schedule 1 (Competitive Stream Return of Service Placement Process);
- (j) **“Placement”** means the community and medical clinic or facility in British Columbia in which the Participant practises medicine in accordance with the terms of this Contract during the Return of Service Term and is secured in accordance with Schedule 1 (Competitive Stream Return of Service Placement Process);
- (k) **“Postgraduate Medical Education”** means the residency positions that the Province funds in exchange for a Return of Service obligation, including the Residency position that the Participant is

Competitive Stream Cohort: July 2024

Last name, First name

## Specialty Medicine Physician Return of Service

receiving in exchange for agreeing to the terms of this Contract and any advanced training;

- (l) **“Repayment Amount”** means Repayment Amount defined in Section 4.2;
- (m) **“Residency”** means the Participant’s Postgraduate Medical Education residency position;
- (n) **“Resident Doctors of BC Collective Agreement”** means the agreement between the Professional Association of the Resident Doctors of British Columbia and the Health Employers Association of British Columbia as it exists and as it is amended from time to time;
- (o) **“Return of Service”** means the Return of Service described in Article 5; and
- (p) **“Return of Service Term”** means the duration the Participant must provide a Return of Service under this Contract, which is set out in Section 5.2.

1.2 References to provisions in this Contract are to provisions in the main body of the Contract, Schedule 1 (Competitive Stream Return of Service Placement Process), and Schedule 2 (Return of Service Addendum), unless otherwise specified.

## Article 2 Participation

2.1 The Participant must complete the Postgraduate Medical Education and the Return of Service, subject to the terms of this Contract.

2.2 Upon completing Postgraduate Medical Education, the Participant in Neurosurgery must meet all competencies required for certification by the College of Physicians and Surgeons of British Columbia and Royal College of Physicians and Surgeons of Canada.

Competitive Stream Cohort: July 2024

Last name, First name

**Article 3 Program Costs**

3.1 The Province will pay the University of British Columbia’s Faculty of Medicine for the costs of the Participant’s Postgraduate Medical Education. Annually, the cost to the Province to fund the Participant’s Postgraduate Medical Education is approximately \$150,000, including the Participant’s salary and benefits.

3.2 The Participant’s salary and benefits are funded at the rate specified in the Resident Doctors of BC Collective Agreement, at the rate and terms that apply during the term of the Participant’s Postgraduate Medical Education.

**Article 4 Repayment on Termination**

4.1 If the Province terminates this Contract for any reason before the Participant has completed Postgraduate Medical Education and the Return of Service Term (including due to the Participant breaching the Return of Service or other obligations under the Contract), the Participant must pay the Repayment Amount to the Province.

4.2 The Repayment Amount is the amount set out in column in the table below that corresponds to the timing of the Participant’s breach of the Contract that gives rise to termination of the Contract:

	Timing of breach (e.g. under Section 9.1)	Repayment Amount
A	Upon signature of this Contract until the start of the Participant’s first date of Residency.  Explanation: Estimate of one-year cost of Postgraduate Medical Education, plus Compound Interest.	<b>\$150,000</b>  plus Compound Interest calculated starting on the first day of Residency

Specialty Medicine Physician Return of Service

B	<p>Between the Participant’s first day of Residency and the last day of the Participant’s year 1 of Residency.</p> <p>Explanation: Estimate of two-years costs of Postgraduate Medical Education, plus Compound Interest.</p>	<p><b>\$300,000</b></p> <p><u>plus</u> Compound Interest for \$150,000 of the \$300,000 calculated starting on the first day of year 1 of Residency,</p> <p><u>plus</u> Compound Interest for the remaining \$150,000 calculated starting on the first day of year 2 of Residency</p>
C	<p>Between the Participant’s first day of year 2 of Residency and the last day of the Participant’s year 2 of Residency.</p> <p>Explanation: Estimate of three-years costs of Postgraduate Medical Education, plus Compound Interest.</p>	<p><b>\$450,000</b></p> <p><u>plus</u> Compound Interest for \$150,000 of the \$450,000 calculated starting on the first day of year 1 of Residency,</p> <p><u>plus</u> Compound Interest for \$150,000 of the \$450,000 calculated starting on the first day of year 2 of Residency,</p> <p><u>plus</u> Compound Interest for the remaining \$150,000 calculated starting on the first day of year 3 of Residency</p>
D	<p>Between the Participant’s first day of year 3 of Residency and the last day of the Participant’s year 3 of Residency.</p>	<p><b>\$600,000</b></p> <p><u>plus</u> Compound Interest for \$150,000 of the \$600,000 calculated starting on the first day of year 1 of Residency,</p>

Specialty Medicine Physician Return of Service

	<p>Explanation: Estimate of four-years costs of Postgraduate Medical Education, plus Compound Interest.</p>	<p><u>plus</u> Compound Interest for \$150,000 of the \$600,000 calculated starting on the first day of year 2 of Residency,  <u>plus</u> Compound Interest for \$150,000 of the \$600,000 calculated starting on the first day of year 3 of Residency,  <u>plus</u> Compound Interest for the remaining \$150,000 calculated starting on the first day of year 4 of Residency</p>
<p>E</p>	<p>Between the Participant’s first day of year 4 of Residency and the last day of the Participant’s year 4 of Residency.</p> <p>Explanation: Estimate of five-years costs of Postgraduate Medical Education, plus Compound Interest.</p>	<p><b>\$750,000</b></p> <p><u>plus</u> Compound Interest for \$150,000 of the \$750,000 calculated starting on the first day of year 1 of Residency,  <u>plus</u> Compound Interest for \$150,000 of the \$750,000 calculated starting on the first day of year 2 of Residency,  <u>plus</u> Compound Interest for \$150,000 of the \$750,000 calculated starting on the first day of year 3 of Residency,  <u>plus</u> Compound Interest for \$150,000 of the \$750,000</p>

Specialty Medicine Physician Return of Service

		<p>calculated starting on the first day of year 4 of Residency,  <u>plus</u> Compound Interest for the remaining \$150,000 calculated starting on the first day of year 5 of Residency</p>
F	<p>Between the Participant’s first day of year 5 of Residency and the last day of the Participant’s year 5 of Residency.</p> <p>Explanation: Estimate of six-years costs of Postgraduate Medical Education, plus Compound Interest.</p>	<p><b>\$900,000</b></p> <p>plus Compound Interest for \$150,000 of the \$900,000 calculated starting on the first day of year 1 of Residency,  <u>plus</u> Compound Interest for \$150,000 of the \$900,000 calculated starting on the first day of year 2 of Residency,  <u>plus</u> Compound Interest for \$150,000 of the \$900,000 calculated starting on the first day of year 3 of Residency,  <u>plus</u> Compound Interest for \$150,000 of the \$900,000 calculated starting on the first day of year 4 of Residency,  <u>plus</u> Compound Interest for \$150,000 of the \$900,000 calculated starting on the first day of year 5 of Residency,</p>

Specialty Medicine Physician Return of Service

		<p>plus Compound Interest for the remaining \$150,000 calculated starting on the first day of year 6 of Residency</p>
<p>G</p>	<p>Between the Participant’s first day of year 6 of Residency and completion of the Return of Service in full.</p> <p>Explanation: Estimate of six-years costs of Postgraduate Medical Education and liquidated damages in relation to direct and indirect costs to the Province associated with the Participant’s breach of Contract, plus Compound Interest. The Repayment Amount is not pro-rated based on partial completion of the Return of Service Term.</p>	<p><b>\$1,261,000</b></p> <p>plus Compound Interest for \$150,000 of the \$1,261,000 calculated starting on the first day of year 1 of Residency,</p> <p><u>plus</u> Compound Interest for \$150,000 of the \$1,261,000 calculated starting on the first day of year 2 of Residency,</p> <p><u>plus</u> Compound Interest for \$150,000 of the \$1,261,000 calculated starting on the first day of year 3 of Residency,</p> <p><u>plus</u> Compound Interest for \$150,000 of the \$1,261,000 calculated starting on the first day of year 4 of Residency,</p> <p><u>plus</u> Compound Interest for \$150,000 of the \$1,261,000 calculated starting on the first day of year 5 of Residency,</p> <p><u>plus</u> Compound Interest for \$150,000 of the \$1,261,000</p>

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## Specialty Medicine Physician Return of Service

		calculated starting on the first day of year 6 of Residency,  <u>plus</u> Compound Interest for the remaining \$361,000 calculated starting on the date the Participant first breaches the Contract
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(collectively the “**Repayment Amount**”).

4.3 The Parties agree that the Repayment Amount is a reasonable estimate and determination of the Postgraduate Medical Education costs and liquidated damages in relation to the Province’s direct or indirect costs (if applicable) that the Province will suffer in the event that the Contract is terminated before the Participant has completed the Return of Service in full, recognizing that:

- (a) the Province will incur approximately \$900,000 in costs to fund the Participant’s six-year Postgraduate Medical Education, as set out in Section 3.1; and
- (b) a reasonable estimate of damages for the purposes of this Contract is \$361,000, which represents the median annual payment for a full-time equivalent specialty medicine physician in British Columbia during fiscal year 2021/22. If the Return of Service is not completed in full, a service gap is created. Due to the Return of Service Placement Process timeframe, it takes approximately one (1) year to fill a Return of Service vacancy in British Columbia. These damages are difficult to quantify, but the Province will incur additional costs relating to the long-term impact of reduced access to specialty medicine services and provision of comparable services in British Columbia (e.g. locum physicians, ambulance costs, emergency care, reimbursement for patient travel, less early detection, reduced patient management, and related

## Specialty Medicine Physician Return of Service

administration) that may greatly exceed the estimated amount of damages.

- 4.4 Within thirty (30) days following termination of the Contract, the Participant will pay to the Province the Repayment Amount in full. The Repayment Amount is a “debt due to the government” within the meaning of the *Financial Administration Act*.
- 4.5 If the Participant fails to pay the full Repayment Amount within thirty (30) days under Section 4.4, Compound Interest will accrue in accordance with the *Financial Administration Act* and Interest on Overdue Accounts Receivable Regulation, and the Province may set-off the Repayment Amount from any monies the Province or Medical Services Commission owes the Practitioner, and/or refer the matter to any other person or entity, for the purpose of collection.

### **Article 5 Return of Service**

- 5.1 Upon successful completion of the Postgraduate Medical Education, the Participant must practise medicine on a Full-Time Basis in the clinical discipline for which the Participant has been trained and licenced for and in accordance with this Contract, including Schedule 2 (Return of Service Addendum).
- 5.2 The Participant must provide a continuous Return of Service:
- (a) for three (3) years on a Full-Time Basis; or
  - (b) if the Participant requires accommodation for providing services on less than a Full-Time Basis or requires leave from practising medicine, the duration of the Return of Service will be increased to a period that will represent the equivalent of three (3) years of service on a Full-Time Basis with approval of the Province.
- (collectively the “**Return of Service Term**”)

## Specialty Medicine Physician Return of Service

- 5.3 The Province, in its sole discretion, will determine the process by which the Participant will secure a Return of Service Placement. The Participant must follow the process that is set out in Schedule 1 (Competitive Stream Return of Service Placement Process).
- 5.4 The Participant must fulfil their Return of Service in British Columbia as detailed in Schedule 1 (Competitive Stream Return of Service Placement Process).
- 5.5 The Participant's Return of Service Term will commence at a date agreed to by the Participant and the Health Authority, except that it must commence no later than six (6) months from the completion date of the Participant's Postgraduate Medical Education.
- 5.6 The Participant will provide the Health Authority with a copy of the executed Offer Letter in advance of the Health Authority preparing the Addendum. In the event that the Participant enters into a practice agreement in relation to the Return of Service, the Participant will provide the Health Authority with a copy of the completed practice agreement. Further, the Participant will promptly disclose to the Health Authority any amendments to the Offer Letter or such practice agreements made during the term of the Contract. In the event of any conflict between the Offer Letter or practice agreement and this Contract, this Contract will prevail.
- 5.7 If the Participant does not secure a Return of Service Placement in accordance with Schedule 1 (Competitive Stream Return of Service Placement Process), the Participant must:
- (a) continue to liaise with the Province and take steps the Province reasonably requires in furtherance of the Participant securing a Placement and executing a Return of Service Addendum;
  - (b) continue to take any steps necessary to promptly execute a Return of Service Addendum for a Placement and comply with all

## Specialty Medicine Physician Return of Service

reasonable directions from the Province in furtherance of securing a Placement and executing a Return of Service Addendum; and

- (c) keep the Province fully informed of all efforts and steps taken in securing a Placement and executing a Return of Service Addendum.

5.8 Notwithstanding the Participant's compliance with Section 5.7, if the Province notified the Participant of a Placement that the Province (in its sole discretion) considers to be reasonable and the Participant fails to execute and deliver to the Province an executed Addendum for that Placement within thirty (30) days of the Placement notification, then the Participant will be in breach of Section 9.1(e) of this Contract.

### **Article 6 Participant Representations and Warranties**

6.1 As of the date of first signing this Contract, the Participant warrants and represents to the Province that:

- (a) the Participant has every intention to complete the Return of Service for the entire Return of Service Term, including if the Participant's Placement is not in their preferred community or geographical area of British Columbia;
- (b) the Participant has, with all reasonable diligence, considered all existing or foreseeable circumstances of the Participant and their immediate family, and knows of no circumstances that would preclude the Participant from fulfilling their Return of Service obligation, including that the Participant has no knowledge of any material fact or matter that might prevent the Participant from relocating within British Columbia or otherwise completing the Return of Service in full as contemplated by this Contract; and
- (c) the Participant intends to follow all processes, act in accordance with all expectations set out in this Contract (including Schedule 1 (Competitive Stream Return of Service Placement Process)) to obtain a Placement, and sign the Return of Service Addendum.

## Specialty Medicine Physician Return of Service

- 6.2 All of the foregoing warranties and representations are material and have been relied upon by the Province in entering into this Contract and providing funding in relation to the Participant's Postgraduate Medical Education.
- 6.3 The Participant may notify the Province if an exceptional circumstance arises that may prevent the Participant from fulfilling the Return of Service terms, including from rendering services in the required location. If such notice is provided, the Province will consider the exceptional circumstance in the context of the Participant's Return of Service obligations and will determine, in its sole and absolute discretion, whether to approve an amendment to the Contract terms.

### **Article 7 Medical Practice**

- 7.1 The Participant will not change Participant's Medical Practice, without approval from the Province until the Return of Service Term has been completed.
- 7.2 Notwithstanding Section 7.1, the Participant may undertake advanced training in British Columbia in the clinical discipline for which the Participant has been trained and licenced for and in accordance with this Contract without prior approval from the Province.

### **Article 8 Licenses and Qualifications**

- 8.1 No later than one (1) month after successfully completing the Postgraduate Medical Education, the Participant must apply to the College of Physicians and Surgeons of British Columbia for a Certificate of Registration and for any other documents necessary to practise medicine in British Columbia. The Participant must obtain a Certificate of Registration from the College of Physicians and Surgeons of British Columbia no later than three (3) months from the completion date of the Participant's Postgraduate Medical Education.

## Specialty Medicine Physician Return of Service

8.2 The Participant must apply for and obtain appointment to the medical staff of the Health Authority with clinical privileges appropriate to the Participant's Placement in accordance with the appointment criteria and processes of the Health Authority.

### **Article 9 Breaches**

- 9.1 In addition to any other provision in this Contract, and for greater certainty, the Participant will be in material breach of this Contract and the Participant will be liable to the Province for the Repayment Amount in accordance with Article 4 of this Agreement, if the Participant:
- (a) does not begin the Postgraduate Medical Education;
  - (b) begins but does not complete the Postgraduate Medical Education;
  - (c) has not complied with the process as detailed in Schedule 1 (Competitive Stream Return of Service Placement Process) to this Contract;
  - (d) has not complied with Article 7;
  - (e) has not returned an executed Return of Service Addendum in accordance with Article 5;
  - (f) has not complied with Article 8;
  - (g) does not begin the Return of Service Term in accordance with the Return of Service Addendum;
  - (h) does not begin the Return of Service Term in accordance with Section 5.5;
  - (i) does not complete the Return of Service in accordance with the Return of Service Addendum;
  - (j) fails to comply with any requirements contained in the Return of Service Addendum;
  - (k) has lost the legal right to practise medicine in British Columbia;

## Specialty Medicine Physician Return of Service

- (l) for any other circumstance arising which, determined by the Province acting reasonably, prevents the Participant from fulfilling the Return of Service obligations. Such other circumstances may include, but are not limited to:
  - (i) revocation or restriction of the Participant's hospital privileges consistent with the applicable hospital bylaws respecting non-renewal for discipline,
  - (ii) competency or wilful disobedience on the part of the Participant,
  - (iii) criminal conviction of the Participant, or
  - (iv) any suspension, cancellation, revocation, or imposition of terms, conditions or limitations on the Participant's Certificate of Registration issued by the College of Physicians and Surgeons of British Columbia; or
- (m) has breached any other term of this Contract.

9.2 The Province may terminate this Contract by giving Notice in writing to the Participant of any breach of this Contract, including any term described in Section 9.1.

9.3 For the purposes of Section 9.2, the Contract terminates on the date set out in the Notice, or the date that the Notice is deemed to have been received under Article 16, whichever is later.

### **Article 10 Reporting**

10.1 If the Province asks for information relating to this Contract, including but not limited to a report, documentation, records, or other information related to this Contract, the Participant will provide this information as soon as practicable.

10.2 The Participant must provide prompt Notice to the Province of extended leave, including but not limited to parental leave, medical leave,

Competitive Stream Cohort: July 2024

Last name, First name

## Specialty Medicine Physician Return of Service

educational leave, or any delay that may impact or extend the completion date of the Participant's Postgraduate Medical Education or Return of Service obligation.

- 10.3 The Province, in the course of managing and administering the program and this Contract, will utilize billing, payment, and encounter data to validate and assess hours, locations, and services delivered and may use that data, in consultation with the Health Authority, in determining if the Participant is providing services in accordance with the Return of Service Addendum and for health system planning purposes.
- 10.4 The Participant acknowledges, consents, and agrees that the Province may, in the course of managing and administering this Contract, disclose and obtain the Participant's name, specialty program, contact information, all reports, documents, information relating to this Contract and the performance of the Participant's obligations pursuant to this Contract to the following stakeholders commencing on execution of this Contract: Health Authorities, University of British Columbia Faculty of Medicine, College of Physicians and Surgeons of British Columbia, affiliates, health care organizations, or other employers who may have an interest in securing the services of the Participant, in order to fulfill the Return of Service obligation subject to this Contract.
- 10.5 The Participant acknowledges that the Province may notify the College of Physicians and Surgeons of British Columbia where the Participant fails to comply with any material term of this Contract and the Province may request that the College of Physicians and Surgeons of British Columbia include information from such notification in the certificate of professional conduct issued on behalf of the Participant.

### **Article 11 Amendments**

- 11.1 This Contract will not be amended, except by written agreement between the Province and the Participant.

## Specialty Medicine Physician Return of Service

- 11.2 Schedule 1 (Competitive Stream Return of Service Placement Process) may only be amended by the Province at its sole discretion and communicated in writing to the Participant – at which time the Participant must follow the amended Schedule 1 (Competitive Stream Return of Service Placement Process).
- 11.3 The executed Schedule 2 (Return of Service Addendum) will not be amended except by written agreement between the Health Authority and the Participant, as approved by the Province. The template Schedule 2 (Return of Service Addendum) may only be amended by the Province at its sole discretion and communicated in writing to the Participant and the Health Authority.

### **Article 12 Relationship of the Parties**

- 12.1 The Participant's relationship with the Province will, during the term of this Contract, be that of an independent contractor. Nothing in this Contract will be construed to constitute the Participant as a partner, joint venture, employee, or agent of the Province for any purpose.

### **Article 13 Enforceability and Severability**

- 13.1 If a court or other lawful authority of competent jurisdiction declares any provision of this Contract invalid, illegal, or unenforceable, the Parties acknowledge and agree that the impugned term will be modified to the minimum extent required to make it valid, legal, or enforceable based on context of this Contract and the Province's objectives for the Postgraduate Medical Education funding and program, and that this Contract will continue in full force and effect with respect to all other provisions. All rights and remedies under such other provisions will survive any such declaration.

### **Article 14 No Waiver Unless in Writing**

- 14.1 No waiver of any breach of this Contract will operate as a waiver of any similar subsequent breach or of the breach of any other provision of this

Contract. No provision of this Contract will be deemed to be waived and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the Party that is purporting to have given such waiver or consent. No delay or omission on the part of any Party to this Contract will operate as a waiver of any such right. No waiver or failure to enforce any provision of the Contract will in any way affect the validity of the Contract or any part of it.

### **Article 15 Assignment or Transfer**

15.1 Neither this Contract, nor any of the rights or obligations of the Parties arising under this Contract, will be transferable or assignable by any Party to any third party without the prior written consent of the other Party, except that the Province may assign or transfer some or all of its rights and obligations under this Contract to a Health Authority.

### **Article 16 Notice**

16.1 A Notice given or required to be given under this Contract will be in writing and will be delivered to the other Party:

- (a) personally;
- (b) by courier;
- (c) sent by postage prepaid mail; or
- (d) by email, at the address set out below or at such other address as either Party later designates to the other Party in writing:

To the Province:

Ministry of Health

Health Sector Workforce and Beneficiary Services Division

Physician Services Branch

PO Box 9649

STN. PROV. GOVT

## Specialty Medicine Physician Return of Service

Victoria BC V8W 9P4

[Returnofservice@gov.bc.ca](mailto:Returnofservice@gov.bc.ca)

To the Participant:

(Name)

(Mailing address line 1)

(Mailing address line 2)

(Email address)

16.2 Where Notice is delivered to the recipient's address set out in Section 16.1:

- (a) personally, it will be deemed to be received on the date of its delivery;
- (b) by courier, it will be deemed to be received on the date of its delivery;
- (c) by postage pre-paid mail, it will be deemed to be received on the fifth business day following its mailing; or
- (d) by email, it will be deemed to be received on the date of transmission if transmitted during the recipient's normal business hours, or on the following business day if transmitted outside of the recipient's normal business hours.

16.3 Either Party may from time to time give Notice to the other Party of a substitute address or email address which from the date of such Notice is given will supersede any previous address or email address specified for the Party giving Notice.

### **Article 17 Miscellaneous**

17.1 This Contract will be governed by and construed in accordance with the laws of British Columbia.

Competitive Stream Cohort: July 2024

Last name, First name

## Specialty Medicine Physician Return of Service

- 17.2 Except to the extent otherwise expressly stated in this Contract, the rights and remedies of the Parties are cumulative and are in addition to, and not in substitution for, any rights and remedies provided by law or in equity.
- 17.3 Each Party will promptly do, execute, deliver, or cause to be done, executed and delivered all further acts, documents, and things in connection with this Contract that the other Parties may reasonably require for the purposes of giving effect to this Contract.
- 17.4 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 17.5 Any reference in this Contract to any statute is a reference to that statute as amended, restated, or re-enacted from time to time.
- 17.6 For greater certainty, Articles 4, 5, 6, 9, 10, as well as any Article or portion thereof, which by its nature or context is intended to survive the termination of this Contract, will survive the termination of this Contract.
- 17.7 Time is of the essence of this Contract.

### **Article 18 Entire Agreement**

- 18.1 This Contract constitutes the entire agreement between the Parties with respect to the subject matter of this Contract and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties, and understandings, whether written or oral, express or implied, statutory, or otherwise.

### **Article 19 Legal Advice**

- 19.1 The Participant acknowledges the right to obtain independent legal advice before signing this Contract and hereby confirms that the

Specialty Medicine Physician Return of Service

Participant has obtained that advice or has had the opportunity to obtain but does not wish to seek or obtain independent legal advice.

**SIGNED AND DELIVERED** by the Participant

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**SIGNED AND DELIVERED** by the Province by an authorized representative of the Minister of Health

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

## SCHEDULE 1

### COMPETITIVE STREAM RETURN OF SERVICE PLACEMENT PROCESS

1. A Return of Service Placement process will occur during the Participant's Residency and will commence at a time determined by the Province.
2. The Participant will complete their Return of Service in British Columbia.
3. The Participant will identify Return of Service Placement opportunities that meet the criteria provided by the Province. The Placement opportunities will be within British Columbia and within any Health Authority.
4. The Province determines the criteria for a suitable Return of Service Placement. The criteria are alignment with the *Medicare Protection Act*, the ability to provide Government-Funded Health Services on a Full-Time Basis for the duration of the Return of Service Term and starting within the required timeframe.
5. The process for applying for potential suitable Placements may be competitive, and the Participant may not necessarily secure Placement in or near their preferred location. The Participant will apply to enough positions to ensure the Participant receives an Offer Letter for at least one (1) suitable Return of Service Placement.
6. Return of Service information sessions are held with detailed information about the Return of Service, Placement timelines, and Placement criteria.
7. The Participant must follow all processes including:
  - (a) attend the relevant Return of Service information session;
  - (b) apply to and interview with suitable Placement opportunities;
  - (c) submit a proposed Placement to the Province outlining how it meets the provided criteria by a date determined by the Province. The Province will review the proposed Placement and provide direction to the Participant;

## Specialty Medicine Physician Return of Service

- (d) following the Province's review, execute a Placement's Offer Letter, and return it to the designated Health Authority recruiter to commit to that Placement, within fourteen (14) days of receiving the Offer Letter;
  - (e) submit to the designated Health Authority recruiter a practice agreement if applicable in accordance with Section 5.6; and
  - (f) execute the Return of Service Addendum and submit to the Health Authority by a date determined by the Province and in a timely manner.
8. The Participant's failure to follow the timelines and processes identified by the Province is a breach of Contract, as stated in Article 9.

**SCHEDULE 2**

**RETURN OF SERVICE ADDENDUM**

**BETWEEN:**

@@@ (the "Participant")

**AND:**

&&& (the "Health Authority")

(Community: \_\_\_\_\_)

(collectively the "Parties")

**BACKGROUND:**

- A. The Participant has entered into a Return of Service Contract dated for reference the \_\_\_ day of \_\_\_\_\_, 202\_ with the Province to which this Addendum is attached;
- B. The Participant is required to enter into this Return of Service Addendum to fulfil the Participant's commitment to provide the Return of Service described in the Return of Service Contract; and
- C. The Health Authority facilitates the placement of the Participant.

**IN CONSIDERATION** of the forgoing the Parties agree as follows:

- 1. This Addendum is made pursuant to Articles 2 and 5 of the Return of Service Contract for the Participant to provide medical services.
- 2. Any breach by the Participant of this Addendum is a breach of the Return of Service Contract under Article 9.

Specialty Medicine Physician Return of Service

- 3. Any terms in this Addendum have the same meaning as defined in the Return of Service Contract.
- 4. This Return of Service Addendum will not be amended except by written agreement between the Health Authority and the Participant, as approved by the Province.
- 5. The Participant will provide Government-Funded Health Services on a Full-Time Basis (i.e. minimum of 1680 hours per year of patient care) for each year of the Return of Service Term with hours distributed over each year of the term. The Return of Service Term starts:

Start date: \_\_\_\_\_

- 6. Without limiting the generality of the services to be provided by the Participant in the area of Neurosurgery, the Participant and the Health Authority have agreed to the following service deliverables:

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**SIGNED AND DELIVERED** by the Participant

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

Competitive Stream Cohort: July 2024  
Last name, First name

Specialty Medicine Physician Return of Service

**SIGNED AND DELIVERED** by an authorized representative of the Health Authority

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**APPROVED** by an authorized representative of the Minister of Health

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)