BRITISH COLUMBIA | Ministry of Health

Physician Return of Service Contract

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

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-focused 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 an Emergency Medicine 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 Participant to receive this Postgraduate Medical Education Residency position.

D. The Participant agrees to provide specialty medicine services in a Placement in British Columbia for the Return of Service Term as set out in this Contract upon completion of the Postgraduate Medical Education and obtaining a Certificate of Registration from the College.

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 foregoing, 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 appended as Schedule 2 to this Contract;

(b) "**Approved Addendum**" means an Addendum that has been filled out and executed by the Participant and Health Authority, and then approved by the Province, which contains the terms and conditions of the Return of Service Placement;

(c) "**Certificate of Registration**" means registration with the College that allows the Participant to practise medicine in British Columbia in the clinical discipline for which the Participant has been trained and licensed for in accordance with this Contract, other than the certificate of registration which allowed the Participant to enrol in Postgraduate Medical Education;

(d) "**College**" means the College of Physicians and Surgeons of British Columbia or its successor regulator that is responsible for the regulation of medical practitioners in British Columbia;

(e) "**Compound Interest**" means the interest rate and method of calculation that are set out or prescribed under the Interest on Overdue Accounts Receivable Regulation under the *Financial Administration Act*;

(f) "**Full-Time Basis**" means as described in the Approved Addendum, but must include a minimum number of 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;

(g) "**Government-Funded Health Services**" means insured health services as benefits under the Medical Services Plan or an alternative payment arrangement through either the Province or the Health Authority, plus other services that are incidental to such a practice such as services insured by WorkSafe BC, filling out forms for employment purposes, etc. For clarity, this excludes not medically necessary services such as uninsured cosmetic, aesthetic, or enhanced lifestyle services;

(h) "**Health Authority**" means the regional health board designated under the *Health Authority Act,* RSBC 1996, c.180, the Provincial Health Services Authority, the First Nations Health Authority, or Providence Health Care, to which the Participant will complete their Return of Service in a Placement and which is the health authority that is a party to the Approved Addendum;

(i) "**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;

(j) "**Notice**" means any notice or other communication required to be given under this Contract;

(k) "**Offer Letter**" means a letter from a medical clinic or Health Authority offering the Participant a Placement in accordance with Schedule 1 (Competitive Stream Return of Service Placement Process);

(l) "**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 for the Return of Service Term and is secured in accordance with Schedule 1 (Competitive Stream Return of Service Placement Process);

(m) "**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 receiving in exchange for agreeing to the terms of this Contract and any advanced training for the Participant;

(n) "**Repayment Amount**" means Repayment Amount defined in Section 4.2;

(o) "**Residency**" means the Participant's Postgraduate Medical Education residency position;

(p) "**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;

(q) "**Return of Service**" means the Return of Service described in Article 5; and

(r) "**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 A reference to a provision in this Contract is a reference to the main body of the Contract, Schedule 1 (Competitive Stream Return of Service Placement Process), and the Approved Addendum, unless otherwise specified or the context requires otherwise.

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 the Postgraduate Medical Education, the Participant in Emergency Medicine must meet all competencies required for certification by the College and the Royal College of Physicians and Surgeons of Canada.

Article 3 Program Costs

3.1 The Province funds 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 $165,000, 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 the 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 the 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 day of Residency. Explanation: Estimate of one-year cost of the Postgraduate Medical Education, plus Compound Interest.	**$165,000** plus Compound Interest calculated starting on the first day of Residency
B	Between the Participant's first day of year 1 of Residency and the last day of the Participant's year 1 of Residency. Explanation: Estimate of two-years costs of the Postgraduate Medical Education, plus Compound Interest.	**$330,000** plus Compound Interest for $165,000 of the $330,000 calculated starting on the first day of year 1 of Residency, plus Compound Interest for the remaining $165,000 calculated

		starting on the first day of year 2 of Residency
C	Between the Participant's first day of year 2 of Residency and the last day of the Participant's year 2 of Residency. Explanation: Estimate of three-years costs of the Postgraduate Medical Education, plus Compound Interest.	**$495,000** plus Compound Interest for $165,000 of the $495,000 calculated starting on the first day of year 1 of Residency, plus Compound Interest for $165,000 of the $495,000 calculated starting on the first day of year 2 of Residency, plus Compound Interest for the remaining $165,000 calculated starting on the first day of year 3 of Residency
D	Between the Participant's first day of year 3 of Residency and the last day of the Participant's year 3 of Residency. Explanation: Estimate of four-years costs of the Postgraduate Medical Education, plus Compound Interest.	**$660,000** plus Compound Interest for $165,000 of the $660,000 calculated starting on the first day of year 1 of Residency, plus Compound Interest for $165,000 of the $660,000 calculated starting on the first day of year 2 of Residency, plus Compound Interest for $165,000 of the $660,000 calculated starting on the first day of year 3 of Residency, plus Compound Interest for the remaining $165,000 calculated starting on the first day of year 4 of Residency

E	Between the Participant's first day of year 4 of Residency and the last day of the Participant's year 4 of Residency. Explanation: Estimate of five-years costs of the Postgraduate Medical Education, plus Compound Interest.	**$825,000** plus Compound Interest for $165,000 of the $825,000 calculated starting on the first day of year 1 of Residency, plus Compound Interest for $165,000 of the $825,000 calculated starting on the first day of year 2 of Residency, plus Compound Interest for $165,000 of the $825,000 calculated starting on the first day of year 3 of Residency, plus Compound Interest for $165,000 of the $825,000 calculated starting on the first day of year 4 of Residency, plus Compound Interest for the remaining $165,000 calculated starting on the first day of year 5 of Residency
F	Between the Participant's first day of year 5 of Residency and completion of the Return of Service in full. Explanation: Estimate of five-years costs of the 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.	**$1,210,000** plus Compound Interest for $165,000 of the $1,210,000 calculated starting on the first day of year 1 of Residency, plus Compound Interest for $165,000 of the $1,210,000 calculated starting on the first day of year 2 of Residency, plus Compound Interest for $165,000 of the $1,210,000

_____
Initial here

		calculated starting on the first day of year 3 of Residency, plus Compound Interest for $165,000 of the $1,210,000 calculated starting on the first day of year 4 of Residency, plus Compound Interest for $165,000 of the $1,210,000 calculated starting on the first day of year 5 of Residency, plus Compound Interest for the remaining $385,000 calculated starting on the date the Participant first breaches the Contract

(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 $825,000 in costs to fund the Participant's five-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 $385,000, which is the average median annual service contract rate for a full-time equivalent specialty medicine physician in British Columbia during fiscal year 2024/25. If the Return of Service is not completed in full, a service gap is created. Due to the 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 directly and indirectly incur additional costs that may greatly exceed the estimated amount of damages, including relating to:

(i) the long-term impact of reduced access to specialty health care services (*e.g.* less early detection, reduced patient management, delayed services, and related administration – resulting in worse and more costly patient outcomes); and

(ii) provision of comparable services in the Placement (*e.g.* locum physicians, ambulance costs, emergency care, reimbursement for patient travel) to fill the gap in services.

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 "government claim" and debt due to the government as defined or set out in 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* (including the 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 licensed for and in accordance with this Contract, including pursuant to the Approved 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 an extended leave from practising medicine, the Participant may request an accommodation from the Province and – if the Province in its sole discretion grants an approval in writing – the duration of the Return of Service will be increased to a

period that is equivalent of three (3) years of service on a Full-Time Basis.

(collectively the "**Return of Service Term**")

5.3 The Participant must fulfill their Return of Service in British Columbia as detailed in Schedule 1 (Competitive Stream Return of Service Placement Process).

5.4 The Participant must follow the process that is set out in Schedule 1 (Competitive Stream Return of Service Placement Process) for which the Participant is matched to the Placement, or as otherwise directed by the Province from time to time under Section 11.2.

5.5 The Participant's Return of Service Term will commence on 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 Placement in accordance with Section 5.4 (*i.e.* Schedule 1 (Competitive Stream Return of Service Placement Process) unless the Province designates otherwise under Section 11.2), 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 suitable Placement and comply with directions from the Province in furtherance of securing a Placement and executing a Return of Service Addendum;

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

(d) provide information, or take reasonable steps, in furtherance of enabling the Province to decide whether an executed Return of Service Addendum should be an Approved Addendum.

5.8 If the Participant does not secure a Placement in accordance with Section 5.4 (*i.e.* Schedule 1 (Competitive Stream Return of Service Placement Process)) or Section 5.7, the Province may notify the Participant of a Placement that the Province (in its sole discretion) considers to be reasonable. If 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.

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 in 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 the Participant's Medical Practice, including undertaking advanced training, without prior 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, such as subspecialty or fellowship, with prior Notice given to the Province where the advanced training is in British Columbia and the clinical discipline for which the Participant has been trained and licensed for in accordance with this Contract.

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 for a Certificate of Registration and for any other documents necessary to practise medicine

in British Columbia. The Participant must make all efforts to obtain a Certificate of Registration from the College no later than three (3) months from the completion date of the Participant's Postgraduate Medical Education.

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) does not comply with the process as detailed in Section 5.4 of this Contract (*i.e.* ordinarily Schedule 1 (Competitive Stream Return of Service Placement Process));

(d) contravenes Article 7;

(e) does not return an executed Return of Service Addendum in accordance with Article 5;

(f) there is no Approved Addendum within a reasonable period of time, as determined by the Province at its sole discretion;

(g) does not comply with Article 8;

(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 Approved Addendum;

(j) fails to comply with any requirements contained in the Approved Addendum;

(k) has lost the legal right to practise medicine in British Columbia;

(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; 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 or medical 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 management and oversight of 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 Approved Addendum and for health system planning purposes.

10.4 The Participant acknowledges, consents, and agrees that commencing on the date of the Participant's match to the Residency position, the Province may, in the course of managing and administering this Contract, disclose and obtain the Participant's name, specialty, contact information, all reports, documents, information relating to this Contract, and information relating to the performance of the Participant's obligations pursuant to this Contract to and/or from the following stakeholders: Health Authorities, University of British Columbia Faculty of Medicine, the College, national, provincial or territorial regulatory bodies, 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 where the Participant fails to comply with any material term of this Contract, and that the Province may request that the College include information from such notification in the certificate of professional conduct issued for the Participant.

Article 11 Amendments

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

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 Approved 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 the 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: personally, by courier, by prepaid mail, or 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
Labour, Negotiations, and Beneficiary Services Division
Physician Services Branch
ReturnofService@gov.bc.ca
3-1 1515 Blanshard St.
Victoria BC V8W 3C8

or

PO Box 9649
STN. PROV. GOVT
Victoria BC V8W 9P4

To the Participant:

(First Name, Middle Name(s), and Last Name)
(Mailing address line 1)
(Mailing address line 2)
(Email address)
Birth Date: (YEAR-MM-DD)

16.2 Where Notice is delivered to the recipient's address set out in Section 16.1, it will be deemed to be received:

(a) on the date of its delivery, if delivered personally;

(b) on the date of its delivery, if delivered by courier;

(c) on the fifth business day following its mailing, if sent by prepaid mail; or

(d) on the date of transmission if sent by email during the recipient's normal business hours, or on the following business day if sent by email 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 and must do so when their address or email address changes, 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.

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, 12, 13, 15, and 18, 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 supersedes 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 Participant has obtained that advice or has had the opportunity to obtain but does not wish to seek or obtain independent legal advice.

Article 20 Acknowledgement of Review and Agreement

20.1 By signing this Contract, the Participant acknowledges that they have read, understood, and agreed to the terms outlined in this Contract.

SIGNED AND DELIVERED by the Participant

_____
(Signature)

_____
(Print First Name, Middle Name(s), and Last Name)

_____
(Date)

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

_____
(Signature)

_____

Specialty Medicine Physician Return of Service

(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 at a time determined by the Province.

2. Return of Service information sessions are held with information about the Return of Service and Placement Process timelines.

3. The process for applying for potential suitable Placements may be competitive, and the Participant will not necessarily secure a Placement in or near their preferred location. The Participant will apply to enough available positions in good faith to ensure the Participant receives an Offer Letter for at least one (1) suitable Return of Service Placement.

4. The Participant must follow all Return of Service Placement processes, including:

   (a) attend the relevant Return of Service information session;

   (b) apply to and interview with suitable Placement opportunities of the Participant's choosing by a date determined by the Province;

   (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 to confirm it meets the provided criteria and provide direction to the Participant;

   (d) following the Province's review and confirmation, execute a Placement's Offer Letter, and submit 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 it to the Health Authority in a timely manner, which in any event must be by the date determined by the Province.

5. The Province, in its sole discretion, determines the criteria for a suitable Placement. The Province's criteria for a suitable Placement are:

   (a) alignment with the Medicare Protection Act;

   (b) that the practice is focused on insured services;

   (c) that the Participant will provide Government-Funded Health Services on a Full-Time Basis for the Return of Service Term;

   (d) that the Participant will start the Return of Service within the required timeframe; and

   (e) that the Return of Service will be completed within British Columbia, but outside Vancouver, British Columbia. For clarity, Vancouver, British Columbia for the purposes of this Schedule 1 (*i.e.* excluded from as a potential Placement location) is the area set out at Appendix A to this Schedule 1, which is Health Service Delivery Area 32 and includes City Centre, Centre North, Northeast, Westside, Midtown, and South Vancouver.

6. If there are no suitable Placements outside of Vancouver, British Columbia for the Participant's specialty or subspecialty at the time of the placement process:

   (a) the Province may approve an exception to the criteria;

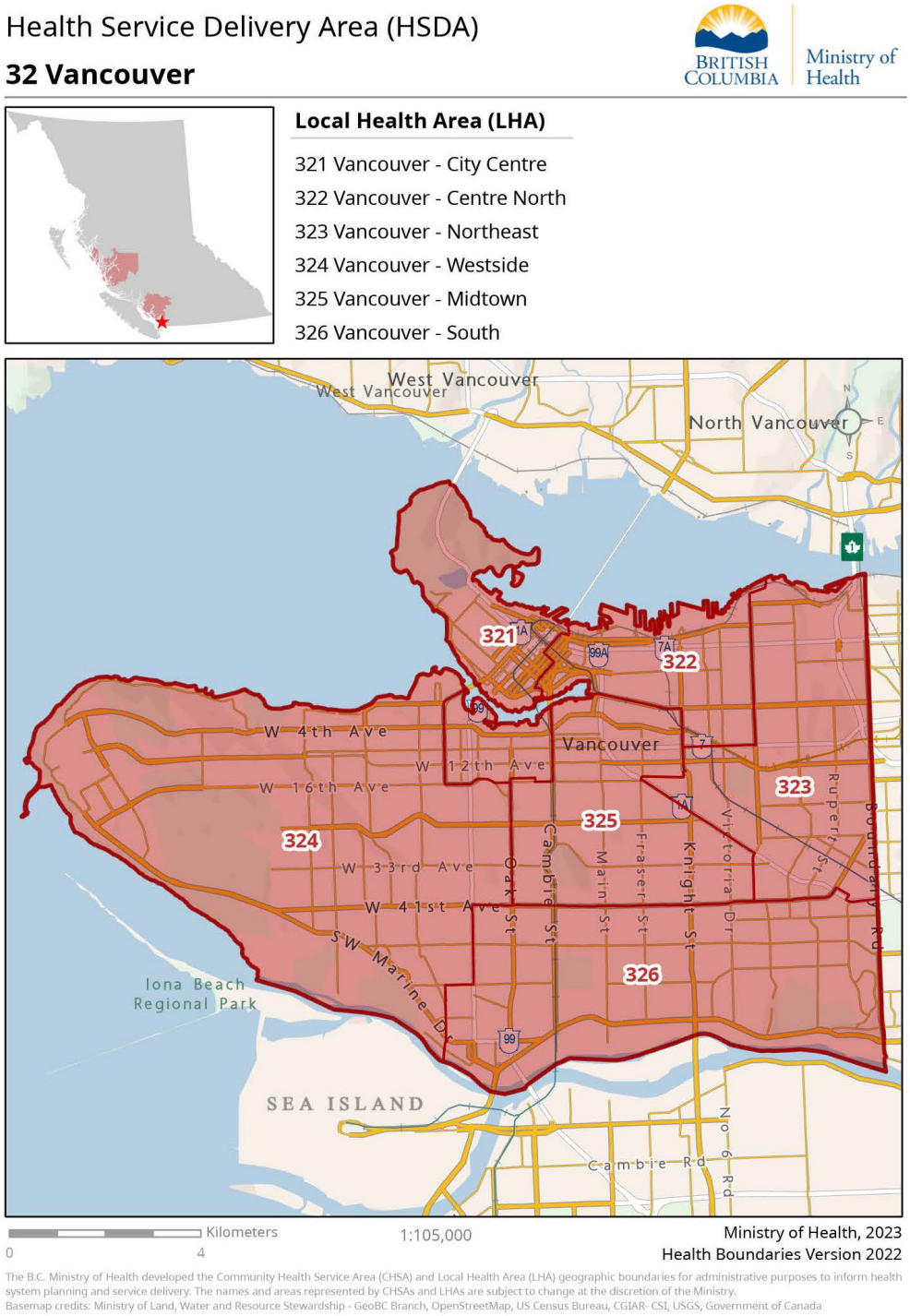
   (b) the Province will provide direction to the Participant; and

   (c) the Participant will follow that direction to secure a Placement and execute a Return of Service Addendum.

7. The Participant's failure to follow the timelines and processes identified by the Province is a material breach of this Contract.

Appendix A to Schedule 1:

Health Service Delivery Area 32: Vancouver, British Columbia Health Boundary for purposes of Section 5(e) of Schedule 1.



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 Return of Service Addendum is attached;

B. The Participant is required to enter into this Return of Service Addendum to fulfill 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 foregoing 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 Return of Service Addendum is a breach of the Return of Service Contract under Article 9.

3. Any terms in this Return of Service 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 _____ 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 Emergency Medicine, the Participant and the Health Authority have agreed to the following service deliverables:

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

SIGNED AND DELIVERED by the Participant

_____
(Signature)

_____
(Print First Name, Middle Name(s), and Last Name)

_____
(Date)

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)