



## British Columbia Ministry of Health

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Postgraduate Medical Education International Medical Graduate-BC

Physician Return of Service Program

Policy for Family Medicine and Specialty Medicine Participants

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Health Sector Workforce and Beneficiary Services Division

Issued: October 2023

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## **Preamble**

British Columbia's (B.C.) Postgraduate Medical Education (PGME) International Medical Graduate-BC (IMG-BC) Program is a patient-focussed initiative. This program supports equitable access to a publicly-funded health system for all British Columbians.

The IMG-BC Program provides participants with an opportunity to train and qualify as a physician in B.C. International Medical Graduates (IMGs) are a diverse group of Canadian citizens and permanent residents who have completed their medical education at medical schools outside of Canada or the United States. IMGs are important members of B.C.'s health workforce and recognized in B.C.'s Health Human Resources Strategy.

All prospective participants for IMG-BC Residency positions apply through the Canadian Resident Matching Service (CaRMS). Accepting an IMG-BC Residency position via CaRMS is a legal agreement and requires executing the Return of Service Contract.

### [Policy Objectives](#)

To be a companion document to the Return of Service Contract for IMG-BC participants and potential participants.

### [Policy Updates](#)

The Ministry of Health may update this program policy from time to time. The Ministry will send notice of updated policy to active program participants.



Chapter 1: Contract Administration	Chapter Page: 1 of 5
Section 1: General Description and Definitions	Issued: September 2023

## Intent

To describe the roles and responsibilities of the participants, Health Authorities and the Ministry of Health within the IMG-BC Return of Service Program in alignment with the Contract.

### 1.1.1 Roles

The Ministry of Health:

- funds a designated number of IMG-BC residency positions;
- oversees the program at a provincial level;
- sets expectations that apply to Participants across B.C.; and
- has final approval on Return of Service documents.

The Health Authorities:

- participate in the Return of Service placement process;
- identify Communities of Need, in which they may collaborate with other partners (e.g., local Divisions of Family Practice, Primary Care Networks);
- outline the specific details of Return of Service Placements; and
- are a party to the Return of Service Addendum.

The Participant:

- receives a Residency position at the University of British Columbia, and in exchange the Participant must sign a Return of Service Contract with the Ministry of Health (the Return of Service Contract is a legal undertaking that warrants independent legal advice);
- upon completion of Residency, is prepared and qualified to apply for licensure with the College of Physicians and Surgeons of BC;
- provides Government-Funded Health Services for a two- or three- year term that begins after Residency completion; and
- completes their Return of Service in an identified Community of Need and Placement.



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### 1.1.2 Definitions

As aligned with the IMG-BC Return of Service Contract, definitions in this policy are:

- (a) **“Addendum”** or **“Return of Service Addendum”** means the Addendum included in the Contract that is executed by the Participant and Health Authority, and approved by the Ministry of Health, and which contains the terms and conditions of the Return of Service Placement;
- (b) **“Communities of Need”** or **“Community of Need”** means the communities or community available to the Participant for Return of Service Placement designated by the Participant’s Health Authority;
- (c) **“Contract”** or **“Return of Service Contract”** means the contract that is signed by the Ministry of Health and the Participant in exchange for the Participant receiving an IMG-BC Residency position;
- (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 Ministry of Health 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, to which the Participant is designated in the Contract, unless designated otherwise by the Ministry of Health;



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- (g) **“Ministry of Health”** or **“Province”** means Government of British Columbia as represented by the Minister of Health and is a party to the Contract as the Province and approves the Addendum;
- (h) **“Offer Letter”** means a letter from a medical clinic or Health Authority offering the Participant a Return of Service Placement;
- (i) **“Participant”** means the individual that matches to an IMG-BC Residency position and is party to the Contract;
- (j) **“Placement”** means the medical clinic or facility in a Community of Need in which the Participant practises medicine in accordance with the terms of the Contract during the Return of Service Term;
- (k) **“Postgraduate Medical Education”** means the residency positions that the Ministry of Health 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 the Contract and any advanced training for the Participant approved by the Ministry of Health;
- (l) **“Repayment Amount”** means Repayment Amount defined in the Contract and that the Participant must pay to the Province if the Ministry of Health terminates the Contract (including due to the Participant breaching the Return of Service or other obligations under the Contract);
- (m) **“Residency”** means the Participant’s Postgraduate Medical Education residency position;



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- (n) **“Return of Service”** means the Return of Service described in the Contract which requires the Participant to provide Government-Funded Health Services in a Placement for the duration of the Return of Service Term;
- (o) **“Return of Service Term”** means the duration the Participant must provide a Return of Service on a Full-Time Basis, which is set out in the Contract and is a two-year term for a family medicine Participant and three-year term for a specialty medicine Participant; and
- (p) **“Training Site”** means the residency site that is associated with the University of British Columbia Family Medicine Residency Program, including distributed sites located throughout British Columbia and St. Paul’s Hospital in Vancouver, British Columbia.





Chapter 1: Contract Administration	Chapter Page: 5 of 5
Section: 2 Contract Amendments	Issued: September 2023

### Intent

To describe the approach for Contract amendment by written agreement where required.

#### 1.2.1 Addendum amendments

Either the Participant or the Health Authority may request a change to the Return of Service Addendum and both Parties must agree to the change. Changes to the Return of Service Addendum are changes to the Contract, and approval from the Ministry of Health must be obtained before such changes are undertaken. A Modification Agreement will be necessary to finalize the amendment and requires execution by both Parties and final approval of the Ministry of Health.

#### 1.2.2 Change of program

The Ministry of Health maintains the integrity and principles of the CaRMS match and upholds the CaRMS match results, including a Participant's clinical discipline.

Under the extraordinary circumstance that the University of British Columbia recommends a PGME program change for a Participant, the Ministry of Health may approve or reject the change, in its sole discretion, depending on funding availability and physician resource requirements. The Ministry of Health may require amendment to the Contract terms.



Chapter 2: Return of Service Timeline	Chapter Page: 1 of 3
Section 1: Leaves	Issued: September 2023

Intent

To describe the impact of a Participant’s leave during Residency or Return of Service on the Contract and Return of Service Term.

2.1.1 Extended leave during Residency

If the Participant requires an extended leave, such as parental leave or medical leave during Residency, the Return of Service start date would be delayed. The Return of Service would commence within three-months of Residency completion. A Contract amendment may be required.

2.1.2 Extended leave during Return of Service

If the Participant requires an extended leave, such as parental leave or medical leave during the Return of Service, the Return of Service end date would be delayed. The Return of Service would re-commence at the end of the leave. A Contract amendment may be required.

2.1.3 Educational leave following Residency

If the Participant has an approved educational leave following Residency, the Return of Service start date would be delayed. The Return of Service would commence within three-months of completion of the approved training. A Contract amendment may be required.

2.1.4 Educational leave during Return of Service

If the Participant has an approved educational leave during the Return of Service, the Return of Service end date would be delayed. The Return of Service would re-commence after completion of the approved training. A Contract amendment may be required.



Chapter 2: Return of Service Timeline	Chapter Page: 2 of 3
Section 2: Delayed Participants	Issued: September 2023

Intent

To describe the impact of a Participant being delayed in completion of Residency on the Return of Service placement process.

2.2.1 Delayed Participant

A delayed Participant is a Participant who is delayed in the completion of their Residency. This may include an off-cycle Participant who finishes their PGME outside the standard educational length for their specialty.

2.2.2 Deadlines for delayed or off-cycle Participant

The Ministry of Health will determine deadlines related to the Return of Service placement process for a delayed or off-cycle Participant in alignment with the Return of Service Contract.

2.2.3 Placement process for delayed or off-cycle Participant

Depending on the timing of the delayed or off-cycle Participant’s Residency completion date, it may be appropriate for the delayed or off-cycle Participant to defer to the following year’s Return of Service placement process. The Ministry of Health will advise whether a Participant has the option of deferring to a later placement process.

If the Participant has participated in the Return of Service placement process when they become delayed in completion of their residency or off-cycle, the Participant must notify the Ministry of Health, Health Authority, and Placement clinic or facility to discuss amendment to the Return of Service Term start date.



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If the Ministry of Health and the Health Authority determine that it is not feasible to wait until the next scheduled Return Service placement process, then the Participant will work their designated Health Authority recruiter to secure a Return of Service Placement.



<p>Chapter 3: Postgraduate Medical Education and Training</p> <p>Section 1: Family Medicine Training Site and Return of Service Health Authority</p>	<p>Chapter Page: 1 of 5</p> <p>Issued: September 2023</p>
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**Intent**

To describe the Ministry of Health’s determination of a family medicine Participant’s Return of Service Health Authority.

**Background**

Participants are matched to an IMG residency position and clinical discipline through CaRMS. As informed by the University of British Columbia (UBC) Faculty of Medicine, family medicine residency positions are allocated to Distributed Sites and St. Paul’s Hospital in Vancouver, B.C.

**3.1.1 Family medicine Return of Service Health Authority**

Family medicine Participants fulfil their Return of Service in the same Health Authority as their Training Site, unless designated otherwise by the Ministry of Health.

The Ministry of Health maintains the integrity and principles of the CaRMS match and upholds the CaRMS match results. The Ministry of Health aligns the IMG-BC Return of Service Program with UBC’s allocation of positions to Training Sites.

**3.1.2 Change of Training Site**

Under the circumstance that the UBC transfers the Training Site of a family medicine Participant to be in a different Health Authority, the Ministry of Health may approve or reject a change of the Participant’s designated Return of Service Health Authority, in its sole discretion, depending on funding availability and physician resource requirements.



Chapter 3: Postgraduate Medical Education and Training	Chapter Page: 2 of 5
Section 2: Specialty Medicine Return of Service Health Authority	Issued: September 2023

**Intent**

To describe the allocation of specialty medicine Return of Service to a Health Authority.

**Background**

The Return of Service Health Authorities for specialty medicine participants is determined prior to CaRMS match. Participants are matched to an IMG residency position and clinical discipline through CaRMS. The Ministry of Health maintains the integrity and principles of the CaRMS match and upholds the CaRMS match results.

**3.2.1 Specialty medicine Return of Service Health Authority**

The Ministry determines the Health Authority or Health Authorities available for specialty medicine Return of Service. By accepting an IMG-BC specialty medicine position via CaRMS, the Participant agrees that they may be assigned to any of the identified Health Authorities for their matched specialty.



Chapter 3: Postgraduate Medical Education and Training	Chapter Page: 3 of 5
Section 3: Advanced and Additional Training	Issued: September 2023

### Intent

To describe whether and how a Participant may pursue advanced or additional training immediately following their Residency or during their Return of Service.

#### 3.3.1 Advanced and additional training

For the purposes of the IMG-BC Return of Service Contract, advanced or additional training includes:

- (a) [UBC Category 1 Enhanced Skills Program](#),
- (b) [UBC Category 2 Enhanced Skills Program](#), and
- (c) [Nanaimo, Northern or Kamloops Emergency Education Programs \(NEEP, NoEEP, or KEEP\)](#).

#### 3.3.2 Review of requests for training

The Ministry of Health reviews requests for advanced or additional training in the context of the Participant's contractual obligations, Participant's match or Return of Service status, Health Authority approval (if applicable), Health Authority need and/or Placement needs, and physician resource requirements.



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Section 3: Advanced and Additional Training	Issued: September 2023

### 3.3.3 Requirements to apply

A Participant may apply to advanced or additional training if they meet the requirements detailed in the following table:

Advanced or additional training	Participant status	Ministry of Health Physician Return of Service approval required	Return of Service Health Authority approval required
UBC Category 1	Currently in Return of Service	Yes	Coordinated by Ministry of Health
UBC Category 2	Residents prior to Return of Service match	Yes	No
UBC Category 2	Currently in Return of Service	Yes	Yes
UBC Category 2	Resident matched to Return of Service	Yes	Yes
NEEP, NoEEP, or KEEP	Resident matched to Return of Service	Yes	Yes
NEEP, NoEEP, or KEEP	Currently in Return of Service	Yes	Yes

### 3.3.4 Other training pathways

The Ministry of Health may approve other training pathways depending on the Participant’s contractual obligations, Participant’s match or Return of Service status, Health Authority approval, Health Authority and/or Placement needs, funding availability (if applicable), and physician resource requirements. The Ministry of Health may require amendment to the Return of Service Contract terms.





Chapter 3: Postgraduate Medical Education and Training	Chapter Page: 5 of 5
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### 3.3.5 Applying to training

A Participant is responsible for reviewing the eligibility criteria and applying for any approved advanced or additional training.



Chapter 4: Return of Service	Chapter Page: 1 of 4
Section 1: Attributable Services and Hours	Issued: September 2023

### Intent

To describe the services and hours that are and are not attributable towards a Participant's Return of Service.

#### 4.1.1 Addendum service deliverables

Services included in a Participant's Addendum are attributable towards their Return of Service and minimum annual hours requirement.

#### 4.1.2 Distribution of hours and minimum annual hours

Return of Service hours are to be distributed equitably over the course of each year of the Return of Service Term to ensure continuity of care for patients. If the minimum annual hours requirement is met prior to the end of the two- or three-year term, the Return of Service does not end early.

#### 4.1.3 Family medicine services

A family medicine Participant will provide longitudinal full-scope family practice on a Full-Time Basis. A family medicine Participant may also be required to provide on-call, emergency department, long-term care, surgical assist, and inpatient coverage services as part of their Return of Service. Based on community needs and approved advanced or additional training, a family medicine Participant may provide other primary care services, as determined and defined by the Health Authority and with approval of the Ministry of Health.



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Section 1: Attributable Services and Hours	Issued: September 2023

#### 4.1.4 Specialty medicine services

A specialty medicine Participant will provide Government-Funded Health Services on a Full-Time Basis, as defined in the Return of Service Contract and detailed in the Return of Service Addendum. Based on community needs and approved advanced or additional training, a specialty medicine Participant may provide services such as outreach, training, hospital-based services, or community-based services, as determined and defined by the Health Authority and with approval of the Ministry of Health.

#### 4.1.5 Direct and indirect patient care

Direct patient care and a reasonable level of patient-specific indirect care, such as charting, is attributable to Return of Service hours.

#### 4.1.6 On-call

The patient care component of on-call coverage is attributable to Return of Service hours. On-call availability is not attributable to Return of Service hours.

Compensation for on call-availability as part of an established call group may be available through the Medical On-Call Availability Program (MOCAP) managed by the Health Authority.

#### 4.1.7 Locum services

Services provided by a locum on behalf of a Participant are not attributable towards Return of Service hours.

#### 4.1.8 Vacation, continuing medical education, and leave

Time spent on vacation, continuing medical education, or leave is not attributable towards Return of Service hours. Vacation allotment and scheduling is an arrangement between a Participant and their Placement clinic or facility.



Chapter 4: Return of Service	Chapter Page: 3 of 4
Section 2: Exceptional Circumstances	Issued: September 2023

### Intent

To describe the Participant’s responsibilities and the Ministry of Health’s approach if an exceptional circumstance arises for a Participant.

#### 4.2.1 Exceptional circumstance

The Participant or their representative must notify the Ministry of Health should an issue arise that may impact the Participant fulfilling their Return of Service obligations.

Exceptional circumstances:

- present as truly exceptional;
- are a material change to the Participant’s circumstances since the signing of the Return of Service Contract or previous exceptional circumstance request;
- create undue hardship; and
- cannot be addressed through other reasonable means.

#### 4.2.2 Exceptional circumstance amendment

The Ministry may consider amending the terms of the Contract due to an exceptional circumstance. The Participant may be requested to provide documentation to substantiate their exceptional circumstance request. The Ministry of Health reviews all exceptional circumstance requests on a case-by-case basis and in the context of the Participant’s Return of Service obligations.



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Section 2: Exceptional Circumstances	Issued: September 2023

#### 4.2.3 Approved request

If the exceptional circumstance request is approved and if applicable, the Ministry of Health will designate a Health Authority recruiter for the Participant and will determine deadlines for the Participant to secure a Return of Service Addendum. The Health Authority will identify Placement opportunities for the Participant, should a new or changed Placement or community be approved.

If the Ministry of Health approves an amendment to the Contract terms, the Participant is responsible for navigating impacts on any other agreements or commitments they have made, such as practice agreement, Offer Letter, or compensation model.

#### 4.2.4 Death or grave illness

If the Participant dies or becomes gravely ill such that they can no longer practise medicine before fulfilling their contractual obligations, the Ministry of Health may forgive some or all of the Repayment Amount.