



# British Columbia Ministry of Health

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Competitive Stream

Physician Return of Service Program

Policy for Specialty Medicine Participants

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Health Sector Workforce and Beneficiary Services Division

Issued: September 2024

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## **Preamble**

British Columbia's (B.C.) new medical residency stream pilot and its attached Return of Service is a patient-focussed initiative. This pilot program supports access to a publicly-funded health system for all B.C. residents.

The Competitive Stream is a pilot with an attached Return of Service. This new initiative is part of the B.C. Government's broader commitment and investment in the expansion of medical education opportunities to train more physicians for B.C. and is funded through B.C.'s Health Human Resources Strategy.

The Competitive Stream pilot provides participants with an opportunity to train and qualify as a physician in B.C. The Competitive Stream accepts applications from International Medical Graduates (IMGs) and Canadian Medical Graduates (CMGs). 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. CMGs completed their medical education at medical schools in Canada or the United States. IMGs and CMGs are important members of B.C.'s health workforce and recognized in B.C.'s Health Human Resources Strategy.

All prospective participants for Competitive Stream Residency positions apply through the Canadian Resident Matching Service (CaRMS). Accepting a Competitive Stream 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 Competitive Stream 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.



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Section 1: General Description and Definitions	Issued: September 2024

### Intent

To describe the roles and responsibilities of the participants, Health Authorities and the Ministry of Health within the Competitive Stream pilot in alignment with the Contract.

#### 1.1.1 Roles

The Ministry of Health:

- funds a designated number of medical residency stream positions as part of the pilot;
- 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:

- facilitate the Return of Service Placement; 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 three-year term that begins after Residency completion; and
- completes their Return of Service in B.C.



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1.1.2 Definitions

As aligned with the Competitive Stream 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) **“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 a Competitive Stream Residency position;
- (c) **“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;
- (d) **“Government-Funded Health Services”** means 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, 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 non-insured cosmetic, aesthetic, or enhanced services;
- (e) **“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;



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- (f) **“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;
- (g) **“Offer Letter”** means a letter from a medical clinic or Health Authority offering the Participant a Return of Service Placement;
- (h) **“Participant”** means the individual that matches to a Competitive Stream Residency position and is party to the Contract;
- (i) **“Placement”** means the medical clinic or facility in which the Participant practises medicine in accordance with the terms of the Contract for the Return of Service Term;
- (j) **“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;
- (k) **“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);
- (l) **“Residency”** means the Participant’s Postgraduate Medical Education residency position;



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Section 1: General Description and Definitions

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- (m) **“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 Return of Service Term; and
- (n) **“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 three-year term for a specialty medicine Participant.





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Section: 2 Contract Amendments	Issued: September 2024

### 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 Postgraduate Medical Education (PGME) program change for a Participant, the Participant may submit a request to the Ministry of Health to amend the Contract terms. The Ministry of Health will review the request in the context of funding availability and physician resource requirements.



Chapter 2: Return of Service Timeline	Chapter Page: 1 of 3
Section 1: Leaves	Issued: September 2024

**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 six-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 educational leave following Residency, the Return of Service start date would be delayed. The Return of Service would commence within six-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 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

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Section 2: Delayed Participants

Issued: September 2024

**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 Residency 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 Competitive Stream 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 Competitive Stream 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 Competitive Stream 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 to secure a Return of Service Placement.



<p>Chapter 3: Postgraduate Medical Education and Training</p> <p>Section 1: Advanced and Additional Training</p>	<p>Chapter Page: 1 of 2</p> <p>Issued: September 2024</p>
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Intent

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

3.1.1 Advanced and additional training

For the purposes of the Competitive Stream Return of Service Contract and Policy, advanced or additional training includes subspecialty and fellowship.

3.1.2 Training within B.C.

Notice is required for a Participant to pursue advanced or additional training within B.C. If intending to apply to advanced or additional training that occurs within B.C., the Participant must inform the Ministry of Health Physician Return of Service Programs prior to submitting their application. If the Participant has secured a Placement, the Participant must also inform the Health Authority prior to submitting their application.

3.1.3 Training outside B.C.

Approval from the Ministry of Health Physician Return of Service Programs is required for a Participant to pursue advanced or additional training outside of B.C. A Participant can submit a request to the Ministry to apply to advanced or additional training that occurs outside of B.C. The request must be submitted prior to applying to the advanced or additional training. If the Participant has secured a Placement, the Participant must also inform the Health Authority prior to applying for the training.

3.1.4 Training outside of clinical discipline

Approval from the Ministry of Health Physician Return of Service Programs is required for a Participant to pursue advanced or additional training outside of



Chapter 3: Postgraduate Medical Education and Training

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their clinical discipline, regardless of training location. A Participant can submit a request to the Ministry to apply to advanced or additional training that occurs outside of their clinical discipline. The request must be submitted prior to applying to the advanced or additional training. If the Participant has secured a Placement, the Participant must also inform the Health Authority prior to applying for the training.

### 3.1.5 Review of requests for training

Where approval is required, the Ministry of Health may approve 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 and/or Placement needs, funding availability (if applicable), training location, and physician resource requirements.

### 3.1.6 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 (if applicable), Health Authority and/or Placement needs, funding availability (if applicable), training location, and physician resource requirements. The Ministry of Health may require amendment to the Return of Service Contract terms.

### 3.1.7 Applying to training

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

### 3.1.8 Outcome of application

The Participant must inform the Ministry of Health Physician Return of Service Programs of the outcome of their application for advanced or additional training.



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Section 1: Attributable Services and Hours	Issued: September 2024

### 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 in alignment with subsections below.

#### 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 three-year term, the Return of Service does not end early.

#### 4.1.3 Specialty medicine services

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

#### 4.1.4 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.



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Section 1: Attributable Services and Hours

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#### 4.1.5 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.

#### 4.1.6 Locum services

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

#### 4.1.7 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.





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Section 2: Exceptional Circumstances

Issued: September 2024

### Intent

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

#### 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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#### 4.2.3 Approved request

If the exceptional circumstance request is approved and if applicable, the Ministry of Health will determine deadlines for the Participant to secure a Return of Service Addendum.

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.