

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

BETWEEN:

**Her Majesty the Queen in right of the
Province of British Columbia** as represented
by the Minister of Health

(the “Province”)

AND:

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(the “Participant”)

(collectively the “Parties”)

BACKGROUND:

- A. The Province wishes to ensure there are a sufficient number and appropriate variety of physicians now and in the future for a sustainable, affordable, Government funded health system;
- B. As part of fulfilling this objective, the Province provides funding for the Postgraduate Medical Education in exchange for those participants who receive the benefit of such funding to provide medical services for a specified time to a community in need of those medical services;
- C. The Participant has been accepted into a Postgraduate Medical Education residency position at the University of British Columbia that specifies a **Psychiatry** return of service requirement. This Contract sets out the terms of the return of service requirement that is the condition for the Participant receiving a Postgraduate Medical Education residency position;

- D. Upon completion of the Postgraduate Medical Education and acquiring a Certificate of Registration from the College of Physicians and Surgeons of British Columbia the Participant is prepared and qualified to provide **Psychiatry** services to a Health Authority-identified practice vacancy in a community of need, for the term and on the basis set out in this Contract; and,
- 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 contains terms and conditions of the Return of Service between the Participant and the Health Authority;
- (b) **“Certificate of Registration”** means registration with the CPSBC that allows the Participant to practice medicine in British Columbia, other than the certificate of registration which allowed the Participant to enrol in Postgraduate Medical Education;
- (c) **“CPSBC”** means the College of Physicians and Surgeons of British Columbia;
- (d) **“Compound Interest”** means Compound Interest defined in Article 4.2;
- (e) **“Full Time Basis”** means what the Participant and the Health Authority determine it to mean as described in the Return of Service Addendum, with approval by the Ministry. The Participant must provide Health Authority identified, Government funded health services for a minimum number of hours distributed equitably over the course of each year of the Term, for the duration of the identified return of service period;
- (f) **“Government Funded Health Services”** includes health services covered by the Medical Services Plan (MSP) or an alternative payment arrangement through either the Ministry or a Health Authority;

- (g) **“Health Authority”** means the regional health board designated under the *Health Authority Act* RSBC 1996c.180, or the Provincial Health Services Authority, to which the Participant is designated under Article 5.4 of this Contract unless designated otherwise by the Province;
- (h) **“Medical Practice”** includes but is not limited to areas of medicine in which the Participant practices, the facility in which the Participant practices medicine, the community in which the Participant practices medicine, and the amount of time during which the Participant practices medicine;
- (i) **“Notice”** means any notice or other communication required to be given under this Contract;
- (j) **“Offer Letter”** means a letter from a Health Authority-identified practice offering the Participant a Return of Service placement;
- (k) **“Postgraduate Medical Education”** means the residency position 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;
- (l) **“Repayment Amount”** means Repayment Amount defined in Article 4.1;
- (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.

1.2. References to provisions in this Contract are to provisions in the main body of the Contract, Schedule 1, 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 the Postgraduate Medical Education, the Participant in Psychiatry must meet all competencies required for certification by the Royal College of Physicians and Surgeons of Canada.

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

Article 4 Repayment on Termination

4.1 **In the event that this Contract is terminated for any reason, before the Participant has completed Postgraduate Medical Education and the Return of Service in full (including due to the Participant breaching the Return of Service or other obligations under the Contract), the Participant must pay to the Province the amount set out in the table below that corresponds to the timing of the breach of the Contract by the Participant that gives rise to termination of the Contract:**

Initial here

| Timing of Breach (as per Article 9.1): | Repayment Amount: |
|--|---|
| <p>Upon signature of this Contract until the start of the Participant’s first day of Residency.</p> <p>Explanation: Estimate of one year cost of Postgraduate Medical Education (\$121,092), plus interest.</p> | <p>\$ 121,092</p> <p>plus Compound Interest, calculated starting on the first day of Residency</p> |
| <p>Between the 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 (\$121,092 per year), plus interest.</p> | <p>\$242,184</p> <p>plus Compound Interest calculated for \$121,092, calculated on the first day of Year 1 of Residency</p> <p>plus Compound Interest calculated for \$121,092, calculated on the first day of Year 2 of Residency</p> |

| | |
|--|--|
| <p>Between the first day of Year 2 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 (at \$121,092 per year), plus interest.</p> | <p style="text-align: right;">\$363,276</p> <p style="text-align: center;">plus Compound Interest calculated for \$121,092, calculated on the first day of Year 1 of Residency</p> <p style="text-align: center;">plus Compound Interest calculated for \$121,092, calculated on the first day of Year 2 of Residency</p> <p style="text-align: center;">plus Compound Interest calculated for \$121,092, calculated on the first day of Year 3 of Residency</p> |
| <p>Between the first day of Year 3 of Residency and the last day of the Participant's Year 3 of Residency.</p> <p>Explanation: Estimate of four years costs of Postgraduate Medical Education (at \$121,092 per year), plus interest.</p> | <p style="text-align: right;">\$484,368</p> <p style="text-align: center;">plus Compound Interest calculated for \$121,092, calculated on the first day of Year 1 of Residency</p> <p style="text-align: center;">plus Compound Interest calculated for \$121,092, calculated on the first day of Year 2 of Residency</p> <p style="text-align: center;">plus Compound Interest calculated for \$121,092, calculated on the first day of Year 3 of Residency</p> <p style="text-align: center;">plus Compound Interest calculated for \$121,092, calculated on the first day of Year 4 of Residency</p> |

| | |
|---|---|
| <p>Between the 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 (at \$121,092 per year), plus interest.</p> | <p style="text-align: right;">\$605,460</p> <p>plus Compound Interest calculated for \$121,092, calculated on the first day of Year 1 of Residency</p> <p>plus Compound Interest calculated for \$121,092, calculated on the first day of Year 2 of Residency</p> <p>plus Compound Interest calculated for \$121,092, calculated on the first day of Year 3 of Residency</p> <p>plus Compound Interest calculated for \$121,092, calculated on the first day of Year 4 of Residency</p> <p>plus Compound Interest calculated for \$121,092, calculated on the first day of Year 5 of Residency</p> |
| <p>From the first day of the Participant's Year 5 of Residency and at any point thereafter.</p> <p>Explanation: Estimate of five years costs of Postgraduate Medical Education (at \$121,092 per year), other costs associated with the Participant's breach of the Contract, plus interest.</p> | <p style="text-align: right;">\$955,460</p> <p>plus Compound Interest calculated for \$121,092, calculated on the first day of Year 1 of Residency</p> <p>plus Compound Interest calculated for \$121,092, calculated on the first day of Year 2 of Residency</p> <p>plus Compound</p> |

| | |
|--|---|
| | <p>Interest calculated for \$121,092, calculated on the first day of Year 3 of Residency</p> <p>plus Compound Interest calculated for \$121,092, calculated on the first day of Year 4 of Residency</p> <p>plus Compound Interest calculated for \$121,092, calculated on the first day of Year 5 of Residency</p> <p>plus Compound Interest for the remaining \$350,000, calculated starting on the date the Participant first breaches the Contract</p> |
|--|---|

(the amounts “Repayment Amount” column in the table above, including compound interest, that corresponds to the row for the timing of the termination of the Contract is the “**Repayment Amount**”).

- 4.2 The interest rate and method of calculation used to calculate the Repayment Amount that is referred to in Article 4.1 above are those that are set out or prescribed under the Overdue Accounts Receivable Regulation of the *Financial Information Act* (“**Compound Interest**”). For ease of reference, the rates listed are based on the prime lending rate of the principal banker to the Province, updated on a quarterly basis, compounded monthly.
- 4.3 The Parties agree that the Repayment Amount is a reasonable estimate and determination of Postgraduate Medical Education costs and liquidated damages (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 \$605,460 in costs to fund the Participant’s five-year Postgraduate Medical Education;

- (b) a replacement participant is required for the Return of Service community in the event the Participant does not complete the Return of Service, and the Province will have to pay the amounts referred to in (a) above to educate the replacement participant; and
 - (c) it takes approximately one year to fill a vacancy in an average community-of-need in British Columbia and can take much longer in some communities. If the Participant does not complete the Return of Service obligations, the Province will incur additional costs for related administration and to ensure that comparable services are provided in the Return of Service community during this time (e.g., the possibility of increased reimbursement for patient travel, significant long term costs due to less early detection or patient management that is associated with less access to specialty health care in a region, etc.). Such costs are difficult to quantify, but the Parties agree that such damages are \$350,000 for the purposes of this Contract.
- 4.4 Within thirty (30) days following the Contract termination referred to in Article 4.1, 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*. Further, if the Participant fails to pay the full amount owing by this date, the Province may 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 practice 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 the terms of the Return of Service Addendum that is appended as Schedule 2 (except that it is filled out and signed based on the participant’s Return of Service requirement and placement under the process set out in Schedule 1 of this Contract).
- 5.2 **The duration of the Participant’s required Return of Service will be three years on a Full-Time Basis.** If the Participant requires accommodation for providing services on less than a Full-Time Basis, the duration of the Return of Service period will be increased to a time period that will represent the equivalent of three years of service on a Full-Time Basis.
- 5.3 The Participant acknowledges and agrees that the Province, in its sole discretion, will determine the process by which the Participant is assigned to return service to a Health Authority and the Return of Service community. The Participant must follow the BC Return of

Service Placement Process that is set out in Schedule 1, unless amended by the Province at its sole discretion and communicated in writing – at which time the Participant must follow the amended process. The Participant acknowledges that Schedule 1 forms part of this Contract, and that the Participant is bound by the requirements in it.

- 5.4 The term of the Participant's Return of Service will commence at a time agreed to by the Participant and the Health Authority, but, in any event, the term must commence no later than three (3) months from the completion date of Residency during which time the Participant must obtain the CPSBC Certificate of Registration.
- 5.5 In the event that the Participant enters into a practice agreement or form of alternative payment program agreement in relation to the Return of Service, the Participant will provide the Health Authority with a copy of the completed practice agreement or other agreement in advance of the Health Authority executing the Addendum. Further, the Participant will promptly disclose to the Health Authority any amendments to such practice agreement or other agreement made during the Term of the Contract. In the event of any conflict between the practice agreement and this Contract, this Contract will prevail.
- 5.6 If the Participant does not secure a Return of Service placement in accordance with Schedule 1, the Participant must:
 - (a) continue to liaise with the Health Authority and Province and take steps the Province reasonably requires in furtherance of the Participant securing a Return of Service Addendum;
 - (b) continue to independently and actively seek - and take any steps necessary to promptly execute - a Return of Service Addendum in a community of need identified by the Health Authority, and comply with all reasonable directions from the Province in furtherance of this objective; and
 - (c) keep the Province fully informed of all efforts and steps taken by the Participant in seeking a Return of Service Addendum.
- 5.7 Notwithstanding the Participant's compliance with 5.6, if the Province notifies the Participant of a placement for the Participant that the Province considers to be reasonable, in its sole discretion and determination, the Participant will be in breach of Article 9(1)(e) of this Contract if the Participant fails to execute and deliver to the Province an executed Addendum within 30 days of the placement notification.

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, with all reasonable diligence, considered any existing or foreseeable circumstances of the Participant and their immediate family that would preclude the Participant from fulfilling their Return of Service obligation;
 - (b) the Participant has every intention to complete the Return of Service in full, including if the Participant's Return of Service placement is not in their preferred community or geographical area of the Province;
 - (c) the Participant has no knowledge of any material fact or matter that might prevent the Participant from relocating to a Health Authority-identified community of need or otherwise completing the Return of Service in full as contemplated by this Contract; and
 - (d) the Participant intends to follow all processes and act in accordance with all expectations set out in this Contract (including Schedule 1) to obtain a Return of Service placement, and to 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.
- 6.3 The Participant may notify the Province if an exceptional circumstance arises that may prevent the Participant from fulfilling the Return of Service at the designated location or in the scheduled Return of Service timeframe. The Province will consider the circumstances 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 during the term of the Return of Service from that specified in Article 5.1 and in the Return of Service Addendum, except in accordance with Article 7.2.
- 7.2 Nothing in Article 7.1 prevents the Health Authority, with the approval of the Province, from approving changes to the Participant's Medical Practice or the Return of Service Addendum.

Article 8 Licenses and Qualifications

- 8.1 No later than one month after successfully completing the Postgraduate Medical Education, the Participant must apply to the CPSBC for a Certificate of Registration and for any other documents necessary to practice medicine in British Columbia.
- 8.2 Nothing in this Contract, including the Return of Service Addendum, will in any way obligate the Health Authority to grant or renew the appointment of the Participant to its medical staff or the privileges of the Participant at a facility within 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 Article 8.1;
 - (d) has not complied with the process as detailed in Schedule 1 to the Contract;
 - (e) has not returned an executed Return of Service Addendum in accordance with Article 5;
 - (f) does not begin to provide the Return of Service in accordance with the Return of Service Addendum;
 - (g) does not complete the Return of Service in accordance with the Return of Service Addendum;
 - (h) fails to comply with any requirements contained in the Return of Service Addendum;
 - (i) has lost the legal right to practice medicine in British Columbia;
 - (j) for any other circumstance arising which, in the opinion of the Province; acting reasonably, is prevented from fulfilling the Return of Service obligations. Other circumstances may include, but are not limited to:

- i. revocation or restriction of the Participant's hospital privileges consistent with the applicable hospital by-laws 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, revocation, or imposition of terms, conditions or limitations on the Participant's Certificate of Registration issued by the CPSBC.

(k) 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 Article 9.1.

9.3 For the purposes of Article 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 any matter under or relating 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 maternity, parental or medical leave 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 this Contract, will utilize billing, payment and encounter data to validate and assess hours, locations, and services delivered under the Return of Service Addendum and may use that data, in consultation with the Health Authority, in determining if Government Funded Health Services have been delivered in accordance with the Return of Service Addendum.

10.4 The Participant acknowledges 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: Health Authorities, UBC Faculty of Medicine, CPSBC, affiliates, health care organizations or other employers who

may have an interest in securing the specialty 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 CPSBC where the Participant fails to comply with any material term of this Contract, and may request that CPSBC include information from such notification in the Certificate of Professional Conduct issued on behalf of the Physician.

Article 11 Amendments

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

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:

c/o **BC Ministry of Health**
Health Sector Workforce & Beneficiary Services Division
P.O. Box 9649
Stn. Prov. Gov't
Victoria BC V8W 9P4

ReturnofService@gov.bc.ca

To the Participant:

(Name)
(Mailing Address)
(Email Address)

16.2 Where Notice is delivered to the recipient's address set out in Article 16.1: (a) by hand, it will be deemed to be received on the date of its delivery; (b) by prepaid post, it will be deemed to be received on the fifth business day following its mailing; or (c) 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.
- 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 This Contract will operate to the benefit of and be binding upon the parties to the Contract and their respective successors and permitted assigns.
- 17.4 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.
- 17.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 17.6 Any reference in this Contract to any statute is a reference to that statute as amended, restated or re-enacted from time to time.
- 17.7 For greater certainty, Articles 4, 9, 10 as well as any Article, which by its nature or context is intended to survive the termination of this Contract, will survive the termination of this Contract.
- 17.8 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 does not wish to seek or obtain independent legal advice.

SIGNED AND DELIVERED by or
on behalf of the Participant

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

(Signature)

(Signature)

(Print Name)

(Print Name)

Address:

Address:

Date: _____

Date: _____

SCHEDULE 1

BC Return of Service Placement Process

1. The Return of Service placement process will occur in the final year of residency.
2. A Participant, who is in Psychiatry has a Return of Service obligation to the Health Authority where the Participant's Designated Site is located.
3. The Health Authority will identify available Return of Service placements, which will be communities of need determined by the Health Authority in conjunction with the Province. The available placements may be located anywhere within the Health Authority (or, in the case of the Provincial Health Services Authority, at any Provincial Health Services Authority facility).
4. The location of the practice vacancies varies from year to year and may be in rural, semi-rural or urban communities. The process for applying for these available positions is competitive, and the Participant may not necessarily be placed in or near their preferred location. In good faith, the Participant is expected to apply to a sufficient number of positions to ensure a match and an offer to at least one available Return of Service position.
5. Return of Service Information Sessions are held on an annual basis in July to provide specialty resident Participants with detailed information about the Return of Service opportunities and matching process. This provides the Participant adequate time to review the placement options and execute a Return of Service Addendum by the date in 6(f) of this Schedule 1. The Return of Service Information Sessions are open to all specialty resident Participants with a Return of Service in their designated Health Authority and is mandatory for all specialty resident Participants in their final year of residency.
6. The Participant must follow all processes and act in accordance with all expectations in relation to a Return of Service placement (including signing the Return of Service Addendum). The Participant must:
 - (a) attend the Return of Service Information Session in July of the Participant's final year of residency;
 - (b) submit to the Health Authority recruiter by **July 31st**, the Participant's:
 - (i) Curriculum Vitae (i.e., resume); and

- (ii) list of specific communities of interest that are communities of need as determined by the Health Authority;
 - (c) promptly respond to and communicate with the Health Authority recruiters to arrange for interviews between the Participant and available Return of Service placements;
 - (d) submit their community rankings to the designated Health Authority recruiters by **October 15th**;
 - (e) execute the clinic/facility's Offer Letter and return it to the designated Health Authority recruiter, to commit to that Return of Service opportunity, **within 14 days** of receiving the Offer Letter; and
 - (f) complete and sign the Return of Service Addendum in consultation with the Health Authority, in a timely manner. The Province requires the Participant's Return of Service Addendum to be signed by the **first Friday in December** during the final year of residency.
7. Failure to follow the timelines and processes identified is a breach of Contract as stated in Article 9.
 8. **The Province and Health Authority will not support a Return of Service placement in a community or clinic/facility of the Participant's choosing.**
 9. When providing medical specialist services under the Return of Service Addendum, Participants must be available to provide direct in-person care, as directed by the clinic/facility.

SCHEDULE 2

RETURN OF SERVICE ADDENDUM

BETWEEN:

Vancouver Island Health Authority (the “Health Authority”)

(Community: _____)

AND:

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(the “Participant”)

(the “Parties”)

BACKGROUND:

- A. The Participant has entered into a Return of Service Contract with the Province to which the template of this Addendum is attached;
- B. The Participant is required to enter an agreement with the Health Authority to fulfill the Participant’s commitment to provide the Return of Service described in the Return of Service Contract;
- C. The Health Authority is committed to the placement of the Participant in the area of practice of Psychiatry.

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 as required by the Return of Service commitment to the Province under the Return of Service Contract.
- 2. The Participant acknowledges that this Addendum is subject to the Return of Service Contract and any breach by the Participant of this Addendum is a breach of the Return of Service Contract.
- 3. Any term not specifically defined in this Addendum will be the same as in the Return of Service Contract.
- 4. If applicable, the Participant must apply for appointment to the medical staff of the Health Authority with clinical privileges appropriate to the

