



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

BETWEEN:

**His Majesty the King 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’s objective is to ensure there are a sufficient number and appropriate distribution of physicians in British Columbia now and in the future for a patient-focussed and accessible Government-funded health care system aimed at promoting and improving the health of all residents.
- B. As part of fulfilling this objective, the Province provides Postgraduate Medical Education funding for participants to become qualified to provide medical services in British Columbia. In exchange for receiving a Postgraduate Medical Education, participants provide medical services for a specified time to a community in need of those medical services.
- C. The Participant has been accepted into a Psychiatry 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 will be prepared and qualified to provide Psychiatry services to a Health Authority-identified practice vacancy in a community of need for the Return of Service Term and on the basis set out in this Contract upon completion of the Postgraduate Medical Education and acquiring a Certificate of Registration from the College of Physicians and Surgeons of British Columbia.
- E. In exchange for receiving a Postgraduate Medical Education Residency position, which is funded by the Province, the Participant agrees to the terms and conditions set out in this Contract.

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

Article 1 Interpretation

1.1 Definitions in this Contract:

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

- (d) “**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*.
- (e) “**Full-Time Basis**” means as described in the Addendum, but must include a minimum of 1680 hours per year of direct patient care providing Government-Funded Health Services for the duration of the Return of Service Term that is distributed equitably over the course of each month of the term;
- (f) “**Government-Funded Health Services**” includes health services covered by the Medical Services Plan or an alternative payment arrangement through either the Province or the Health Authority;
- (g) “**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 under Section 5.4 of this Contract, unless designated otherwise by the Province;
- (h) “**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;
- (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) “**Placement**” means the community and facility in which the Participant practises medicine in accordance with the terms of this Contract during the Return of Service Term;
- (l) “**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;

- (m) **“Repayment Amount”** means Repayment Amount defined in Article 4.2;
- (n) **“Residency”** means the Participant’s Postgraduate Medical Education residency position;
- (o) **“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;
- (p) **“Return of Service”** means the Return of Service described in Article 5; and
- (q) **“Return of Service Term”** means the duration the Participant must provide a Return of Service under this Contract, which is set out in Section 5.2.

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

Article 2 Participation

- 2.1 The Participant must complete the Postgraduate Medical Education and the Return of Service, subject to the terms of this Contract.
- 2.2 Upon completing Postgraduate Medical Education, the Participant in Psychiatry must meet all competencies required for certification by CPSBC and 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. Annually, the cost to the Province to fund the Participant’s

Postgraduate Medical Education is approximately \$125,000, 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 In the event that this Contract is terminated for any reason before the Participant has completed Postgraduate Medical Education and the Return of Service Term (including due to the Participant breaching the Return of Service or other obligations under the Contract), the Participant must pay to the Province the Repayment Amount.

4.2 The Repayment Amount is the amount set out in column 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:

	Timing of Breach (as per Section 9.1):	Repayment Amount:
A	<p>Upon signature of this Contract until the start of the Participant’s first day of Residency.</p> <p><u>Explanation</u></p> <p>Estimate of one-year cost of Postgraduate Medical Education, plus Compound Interest.</p>	<p>\$125,000</p> <p>plus Compound Interest, calculated starting on the first day of Residency</p>
B	<p>Between the Participant’s first day of Residency and the last day of the Participant’s Year 1 of Residency.</p> <p><u>Explanation</u></p>	<p>\$250,000</p> <p>plus Compound Interest for \$125,000 of the \$250,000, calculated starting on the</p>

	Estimate of two-years costs of Postgraduate Medical Education, plus Compound Interest.	<p>first day of Year 1 of Residency</p> <p>plus Compound Interest for the remaining \$125,000, calculated starting on the first day of Year 2 of Residency</p>
C	<p>Between the Participant's first day of Year 2 of Residency and the last day of the Participant's Year 2 of Residency.</p> <p><u>Explanation</u></p> <p>Estimate of three-years costs of Postgraduate Medical Education, plus Compound Interest.</p>	<p>\$375,000</p> <p>plus Compound Interest for \$125,000 of the \$375,000, calculated starting on the first day of Year 1 of Residency</p> <p>plus Compound Interest for \$125,000 of the \$375,000, calculated starting on the first day of Year 2 of Residency</p> <p>plus Compound Interest for the remaining \$125,000, calculated starting on the first day of Year 3 of Residency</p>
D	<p>Between the Participant's first day of Year 3 of Residency and the last day of the Participant's Year 3 of Residency.</p> <p><u>Explanation</u></p> <p>Estimate of four-years costs of Postgraduate Medical Education, plus Compound Interest.</p>	<p>\$500,000</p> <p>plus Compound Interest for \$125,000 of the \$500,000, calculated starting on the first day of Year 1 of Residency</p>

		<p>plus Compound Interest for \$125,000 of the \$500,000, calculated starting on the first day of Year 2 of Residency</p> <p>plus Compound Interest for \$125,000 of the \$500,000, calculated starting on the first day of Year 3 of Residency</p> <p>plus Compound Interest for the remaining \$125,000, calculated starting on the first day of Year 4 of Residency</p>
E	<p>Between the Participant's first day of Year 4 of Residency and the last day of the Participant's Year 4 of Residency.</p> <p><u>Explanation</u></p> <p>Estimate of five-years costs of Postgraduate Medical Education, plus Compound Interest.</p>	<p>\$625,000</p> <p>plus Compound Interest for \$125,000 of the \$625,000, calculated starting on the first day of Year 1 of Residency</p> <p>plus Compound Interest for \$125,000 of the \$625,000, calculated starting on the first day of Year 2 of Residency</p> <p>plus Compound Interest for \$125,000 of the \$625,000, calculated starting on the</p>

		<p>first day of Year 3 of Residency</p> <p>plus Compound Interest for \$125,000 of the \$625,000, calculated starting on the first day of Year 4 of Residency</p> <p>plus Compound Interest for the remaining \$625,000, calculated starting on the first day of Year 5 of Residency</p>
F	<p>Between the first day of the Participant's Year 5 of Residency and completion of Return of Service in full.</p> <p><u>Explanation</u></p> <p>Estimate of five-years costs of Postgraduate Medical Education and liquidated damages associated with Participant's breach of the Contract, plus Compound Interest. The Repayment Amount is not pro-rated based on partial completion of Return of Service Term.</p>	<p>\$929,000</p> <p>plus Compound Interest for \$125,000 of the \$929,000 calculated starting on the first day of Year 1 of Residency</p> <p>plus Compound Interest for \$125,000 of the \$929,000 calculated starting on the first day of Year 2 of Residency</p> <p>plus Compound Interest for another \$125,000 of the \$929,000, calculated starting on the first day of Year 3 of Residency</p>

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		<p>plus Compound Interest for another \$125,000 of the \$929,000, calculated starting on the first day of Year 4 of Residency</p> <p>plus Compound Interest for another \$125,000 of the \$929,000, calculated starting on the first day of Year 5 of Residency</p> <p>plus Compound Interest for the remaining \$304,000, calculated starting on the date the Participant first breaches the Contract</p>
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(collectively the “**Repayment Amount**”).

- 4.3 The Parties agree that the Repayment Amount is a reasonable estimate and determination of the Postgraduate Medical Education costs and liquidated damages (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 \$625,000 in costs to fund the Participant’s five-year Postgraduate Medical Education, as set out in Section 3.1;
 - (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) a service gap is created if the Participant does not complete the Return of Service obligations for the Return of Service Term, and

the Province will incur additional costs for related administration and to ensure that comparable services are provided in the Placement community (e.g. the possibility of increased ambulance costs and reimbursement for patient travel, significant long term costs due to less early detection or patient management that is associated with reduced access to specialty health care service in a community, etc.). Due to the Placement timeframe, it takes approximately one (1) year to fill a Return of Service vacancy in British Columbia. Such costs are difficult to quantify, but the Parties agree that \$304,000 is a reasonable estimate of such damages for the purposes of this Contract, which is a sum that represents the average annual payment for a full-time equivalent physician in Psychiatry in British Columbia during fiscal year 2020/21.

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

Article 5 Return of Service

- 5.1 Upon successful completion of the Postgraduate Medical Education, the Participant must practise medicine on a Full-Time Basis in the clinical discipline for which the Participant has been trained and licenced for and in accordance with this Contract, including the terms of the Return of Service Addendum that is appended as Schedule 2.

- 5.2 The Participant's must provide a continuous Return of Service for:
- (a) three (3) years on a Full-Time Basis; or
 - (b) if the Participant requires accommodation for providing services on less than a Full-Time Basis or requires leave from practising medicine, the duration of the Return of Service term will be increased to a period that will represent the equivalent of three (3) years of service on a Full-Time Basis with approval of the Province (collectively the "**Return of Service Term**").
- 5.3 The Province, in its sole discretion, will determine the process by which the Participant is assigned to the Health Authority and the Return of Service Placement community. The Participant must follow the Return of Service Placement Process that is set out in Schedule 1.
- 5.4 The Participant must fulfil their Return of Service in the Health Authority as determined by the Province.
- 5.5 The Participant's Return of Service Term will commence at a time agreed to by the Participant and the Health Authority, except that it must commence no later than three (3) months from the completion date of the Participant's Postgraduate Medical Education.
- 5.6 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.
- 5.7 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 executing 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 in seeking a Return of Service Addendum.

5.8 Notwithstanding the Participant’s compliance with Section 5.7, 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 Section 9.1(e) of this Contract if the Participant fails to execute and deliver to the Province an executed Addendum within thirty (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 every intention to complete the Return of Service for the entire Return of Service Term, including if the Participant’s Return of Service 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 to a Health Authority-identified community of need 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) 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 and providing funding in relation to the Participant's Postgraduate Medical Education.

6.3 The Participant may notify the Province if an exceptional circumstance arises that may prevent the Participant from fulfilling the Return of Service at the designated location or in the scheduled Return of Service timeframe. The Province will consider the exceptional circumstance in the context of the Participant's Return of Service obligations and will determine, in its sole and absolute discretion, whether to approve an amendment to the Contract terms.

Article 7 Medical Practice

7.1 The Participant will not change Participant's Medical Practice until the Return of Service Term has been completed.

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 CPSBC for a Certificate of Registration and for any other documents necessary to practise medicine in British Columbia. The Participant must obtain a Certificate of Registration from CPSBC 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) has not complied with the process as detailed in Schedule 1 to this Contract;
- (d) has not complied with Article 8;
- (e) has not returned an executed Return of Service Addendum in accordance with Article 5;
- (f) does not begin the Return of Service Term in accordance with the Return of Service Addendum;
- (g) does not begin the Return of Service Term in accordance with Section 5.5;
- (h) does not complete the Return of Service in accordance with the Return of Service Addendum;
- (i) fails to comply with any requirements contained in the Return of Service Addendum;
- (j) has lost the legal right to practise medicine in British Columbia;
- (k) 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, revocation, or imposition of terms, conditions or limitations on the Participant's Certificate of Registration issued by the CPSBC; or
- (l) 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 parental leave, medical leave, or delay that may impact or extend the completion date of the Participant's Postgraduate Medical Education or Return of Service obligation.

10.3 The Province, in the course of managing and administering the program and this Contract, will utilize billing, payment, and encounter data to validate and assess hours, locations, and services delivered and may use

that data, in consultation with the Health Authority, in determining if the Participant is providing services in accordance with the Return of Service Addendum and for health system planning purposes.

- 10.4 The Participant acknowledges, consents, and agrees that the Province may, in the course of managing and administering this Contract, disclose and obtain the Participant's name, specialty program, contact information, all reports, documents, information relating to this Contract and the performance of the Participant's obligations pursuant to this Contract to the following stakeholders commencing on execution of this Contract: Health Authorities, University of British Columbia Faculty of Medicine, CPSBC, 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 CPSBC where the Participant fails to comply with any material term of this Contract and the Province 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.
- 11.2 Schedule 1 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 Return of Service Placement Process.
- 11.3 The executed Schedule 2 Return of Service Addendum will not be amended except by written agreement between the Health Authority and the Participant, as approved by the Province. The template Schedule 2 Return of Service Addendum may only be amended by the Province at

its sole discretion and communicated in writing to the Participant and the Health Authority.

Article 12 Relationship of the Parties

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

Article 13 Enforceability and Severability

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

Article 14 No Waiver Unless in Writing

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

Article 15 Assignment or Transfer

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

Article 16 Notice

16.1 A Notice given or required to be given under this Contract will be in writing and will be delivered to the other Party: (a) personally; (b) by courier; (c) sent by postage prepaid mail; or (d) by email, at the address set out below or at such other address as either Party later designates to the other Party in writing:

To the Province:

MINISTRY OF HEALTH
HEALTH SECTOR WORKFORCE AND BENEFICIARY SERVICES DIVISION
PHYSICIAN SERVICES BRANCH
PO BOX 9649
STN. PROV. GOVT
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 Section 16.1: (a) personally, it will be deemed to be received on the date of its delivery; (b) by courier, it will be deemed to be received on the date of its delivery; (c) by postage pre-paid mail, it will be deemed to be received on

the fifth business day following its mailing; or (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, 5, 6, 9, 10, as well as any Article or

portion thereof, which by its nature or context is intended to survive the termination of this Contract, will survive the termination of this Contract.

17.8 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 supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties, and understandings, whether written or oral, express or implied, statutory, or otherwise.

Article 19 Legal Advice

19.1 The Participant acknowledges the right to obtain independent legal advice before signing this Contract and hereby confirms that the Participant has obtained that advice or has had the opportunity to obtain but does not wish to seek or obtain independent legal advice.

SIGNED AND DELIVERED by the
Participant

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

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date)

(Date)

SCHEDULE 1

RETURN OF SERVICE PLACEMENT PROCESS

1. A Return of Service Placement process will occur, typically in the Participant's final year of Residency.
2. The Participant has a Return of Service obligation to the Health Authority as determined by the Province. The Participant will complete their Return of Service in an identified community of need and Placement.
3. The Health Authority will identify available Return of Service Placement opportunities, which will be in communities of need determined by the Health Authority in conjunction with the Province. The available Placement opportunities 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 Province and Health Authority will not support a Return of Service Placement in a community or clinic/facility of the Participant's choosing.
5. The location and quantity of the available Return of Service Placement opportunities varies from year-to-year and may be in rural, semi-rural or urban communities. The process for applying for the available positions may be competitive, and the Participant may not necessarily be placed in or near their preferred location. In good faith, the Participant will apply to enough positions to ensure the Participant receives an Offer Letter for at least one (1) available Return of Service Placement.
6. Return of Service information sessions are held on an annual basis to provide the Participant with detailed information about the Return of Service Placement opportunities and the matching process. The Province and Health Authority will provide the Participant adequate time to review the Placement options, secure a match to a Placement, and execute a Return of Service Addendum.

7. The Participant must follow all processes and act in accordance with all expectations in relation to securing a Return of Service Placement, including executing the Return of Service Addendum. The Participant must:
 - (a) attend the relevant Return of Service information session, typically in the Participant's final year of Residency;
 - (b) submit to the Health Authority recruiter by July 31, the Participant's:
 - (i) curriculum vitae; and
 - (ii) list of Placements of interest;
 - (c) promptly respond to and communicate with the designated Health Authority recruiter to arrange for interviews between the Participant and available Return of Service Placements;
 - (d) submit the Participant's Placement rankings to the designated Health Authority recruiter by October 15;
 - (e) execute the Placement's Offer Letter, and return it to the designated Health Authority recruiter to commit to that Return of Service opportunity, within fourteen (14) days of receiving the Offer Letter;
 - (f) submit to the designated Health Authority recruiter a practice agreement if applicable in accordance with Section 5.6; and
 - (g) complete and sign the Return of Service Addendum in consultation with the Health Authority in a timely manner. The Participant will execute the Return of Service Addendum and submit to the Health Authority by the first Friday in December during their final year of Residency.

8. The Participant's failure to follow the timelines and processes identified by the Province is a breach of Contract, as stated in Article 9.

SCHEDULE 2

RETURN OF SERVICE ADDENDUM

BETWEEN:

Northern 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 dated for reference the ___ day of _____, 202_ with the Province to which this Addendum is attached;
- B. The Participant is required to enter an agreement with the Health Authority to fulfil the Participant’s commitment to provide the Return of Service described in the Return of Service Contract; and
- C. The Health Authority is committed to the placement of the Participant.

IN CONSIDERATION of the forgoing the Parties agree as follows:

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

Last name, First name
Residency Cohort: July 2023

_____ Initial here

3. Any terms in this Addendum have the same meaning as defined in the Return of Service Contract.
4. This Return of Service Addendum will not be amended except by written agreement between the Health Authority and the Participant, as approved by the Province.
5. The Participant will provide Government-Funded Health Services on a Full-Time Basis as detailed in Section 6 below for the Return of Service Term.
6. Without limiting the generality of the services to be provided by the Participant in the area of Psychiatry, the Participant and the Health Authority have agreed to the following service deliverables:

Start Date: _____

SIGNED AND DELIVERED by the Participant

SIGNED AND DELIVERED by an authorized representative of the Health Authority

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date)

(Date)

Last name, First name
Residency Cohort: July 2023

_____ Initial here

APPROVED by an authorized representative of the Minister of Health

(Signature)

(Date)

(Print Name)

Last name, First name
Residency Cohort: July 2023

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