

RETURN OF SERVICE CONTRACT

BETWEEN:

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

(the “Province”)

AND:

DR.

(the “Participant”)

(the “Parties”)

WHEREAS: The Province wishes to ensure there are a sufficient number, and the right mix of physicians now and in the future for a sustainable, affordable, publicly-funded health system;

And whereas the Province agrees to fund the Participant’s placement in the Practice Ready Assessment-BC Program in exchange for the Participant providing medical services for a specified time and in a community where needed;

And whereas upon completion of the Practice Ready Assessment-BC Program and upon acquiring a provisional Certificate of Registration from the College of Physicians and Surgeons of British Columbia (CPSBC), the Participant is prepared to provide **Family Practice** services to a Health Authority-identified practice vacancy in a community of need, for the period of time and on the basis set out herein.

THEREFORE:

In consideration of 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:

“Addendum” means the Addendum to this Contract which contains terms and conditions of the Return of Service between the Participant and the Health Authority, and is also described as the Return of Service Addendum;

“Assessment License” means a license granted by the CPSBC to Participants who have successfully completed a minimum of two years of postgraduate training in a foreign jurisdiction and are selected, through the PRA-BC program to undergo an assessment of competency prior to being considered for provisional registration with the CPSBC;

“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 the Practice Ready Assessment-BC Program;

“Clinical Field Assessment” means the Practice Ready Assessment-BC Program component that involves an evaluation in a supervised clinical setting of up to three (3) months in duration, of the Participant’s academic and clinical skills prior to acquiring a provisional Certificate of Registration from the CPSBC that allows the Participant to practice medicine in British Columbia;

“Clinical Field Assessment Attempt” means full or partial completion of the Clinical Field Assessment component of the Practice Ready Assessment and is counted as 1 attempt, with a maximum of 2 attempts allowed in total across Canada, to be completed within 5 years of the first attempt, following the demonstration of completion of all remedial activities recommended following the failed first attempt;

“CPSBC” means the College of Physicians and Surgeons of British Columbia;

“Full Time Basis” means what the Participant and the Health Authority determine it means and describe in the Addendum;

“Health Authority” means a Health Authority so named and created under the *Health Authority Act* RSBC 1996, c.180, and includes the Provincial

Health Services Authority established under the *Society Act*, RSBC 1996, c.433, and any of its branch societies;

"Medical Practice" includes but is not limited to areas of medicine in which the Participant practises, the facility in which the Participant practises medicine, the community in which the Participant practises medicine, and the amount of time during which the Participant practises medicine each week;

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

"Permanent Clinic" means the clinic identified by the Health Authority in which the return of service occurs;

"Practice Ready Assessment-BC Program" means all of the program components of the Assessment including: pre-screening, screening; CPSBC registration; assessor training and financial recognition; program management; Clinical Field Assessment direction; orientation and Clinical Field Assessment; orientation/working in BC; supervisor training and financial recognition; mentor training and financial recognition; communications; evaluation;

"Program" means the Practice Ready Assessment-BC Program;

"Provisional License" means physicians who do not meet all of the requirements for obtaining registration in the full class for independent practice may be eligible for provisional registration which permits them to practice medicine with limits and conditions granted by the CPSBC Registration Committee;

"Repayment Amount" means the Repayment Amount defined in Article 4.1;

"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 this Contract, unless otherwise specified.

Article 2 Participation

- 2.1. The Participant shall participate in the Practice Ready Assessment-BC Program and will complete the Return of Service, subject to the terms of this Contract.

Article 3 Program Costs

- 3.1 The Province will pay the costs of the Participant's that are short-listed by the PRA-BC Applicant and Clinic Executive Selection Committee and enrolled in the PRA-BC Program, including pre-screening, screening; examination process; assessor training and financial recognition; program management; clinical field assessment direction; orientation and clinical field assessment; orientation/working in BC; supervisor training and financial recognition; mentor training and financial recognition; communications; and evaluation.

Article 4 Repayment on Termination

- 4.1 **In the event that this Contract is terminated for any reason before the Participant has completed the Return of Service in full, the Participant will pay the Province the corresponding sum set out in the table below (the "Repayment Amount"), plus any interest incurred on that amount from the date the Participant first signed this Contract.**

Initial here

Timing of Early Termination	Repayment Amount
Before Participant first commences a Clinical Field Assessment	\$78,000
On or after the date that Participant first commences a Clinical Field Assessment	\$300,000

- 4.2 The interest referred to in Article 4.1 will be at the prime rate as it is announced from time to time by the Canadian Imperial Bank of Commerce on Canadian dollar commercial loans.
- 4.3 The Parties agree that the Repayment Amount is a reasonable pre-estimation of the damages 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) it will cost the Province approximately \$8,000 to administer the Participant's placement in the community;
 - (b) it will cost the Province at least \$70,000 to fund the Participant's placement in the Practice Ready Assessment-BC Program;
 - (c) a replacement Participant will be required for the Return of Service community in the event the Participant does not complete the Return of Service, in which case it will cost the Province at least \$78,000 to administer that replacement and to fund the replacement's Practice Ready Assessment-BC Program enrolment;

- (d) it takes approximately one year to fill a family practice vacancy in an average community of need in British Columbia, and can take much longer in some communities. There will be added costs for the Province to ensure that comparable services are provided in the Return of Service community during this time period, and such costs are difficult to quantify;
 - (e) by completing the Practice Ready Assessment-BC Program, the Participant will become eligible to practice medicine in British Columbia, and to bill the Medical Services Plan (MSP) for the provision of health services. If the Participant does not complete the Return of Service in the identified Return of Service Community, the Participant will be in breach of this Agreement. Any health services that the Participant provides elsewhere in British Columbia in breach this Agreement, including any MSP billings in relation to those health services, will give rise to further damages, costs and expenses to the government, flowing from the Participant's breach of this Agreement. The Province has calculated that, in the 2013-2014 fiscal year, the average annual MSP billings for a family practitioner in an average rural community of need is approximately \$222,000.
- 4.4 As of the date of first signing this Contract, the Participant warrants and represents to the Province, and acknowledges and confirms that the Province is relying upon such warranties and representations in entering into this Contract, that:
- (a) the Participant has every intention to complete the Return of Service in full and has no knowledge of any material fact or matter not disclosed to the Province that might prevent the Participant from completing the Return of Service in full as contemplated by this Agreement;
 - (b) the Participant accepts and acknowledges that the Province will suffer losses if the Practitioner does not complete the Return of Service in full; and
 - (c) the Participant accepts and acknowledges that the Repayment Amount is a reasonable pre-estimation of the losses that the Province will suffer if the Practitioner does not complete the Return of Service in full.
- 4.5 Within 30 days following the Contract termination referred to in Article 4.1, the Participant shall pay to the Province the Repayment Amount, including any interest, in full. 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.
- 4.6 The Province may forgive some or all of the Repayment Amount, including any interest, if:

- (a) the Participant becomes gravely ill and is unable to complete his or her contractual obligations or dies before completing his/her obligations under this Contract, or
- (b) the Participant fails to pass the Clinical Field Assessment after exhausting all available attempts.

Article 5 Return of Service

- 5.1 Upon successful completion of the Practice Ready Assessment-BC Program, the Participant shall practice medicine on a Full-Time Basis in the clinical discipline for which the Participant has been trained and licenced in his/her Postgraduate Medical Education, according to the terms of the Return of Service Addendum.
- 5.2 The length of the Participant's Return of Service shall be **three years** of practice on a Full-Time Basis. In the event that the Participant becomes unable to practice on a Full-Time Basis during the Return of Service term, the running of the Return of Service term will be postponed until such time as the Participant resumes the practice of medicine on a Full-Time Basis.
- 5.3 The process by which the Participant is assigned to a Health Authority and community where he/she will provide Return of Service is described at Schedule 1. 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 Participant will complete the Return of Service Addendum in consultation and with the agreement of the Health Authority.
- 5.5 The term of the Participant's Return of Service shall commence at a time agreed to by the Participant and the Health Authority, but in any event the term shall commence no later than three (3) months from the date on which the CPSBC issues to the Participant a provisional Certificate of Registration as described at Article 7.1
- 5.6 The Participant shall provide the Province with the executed Return of Service Addendum prior to the commencement of the Clinical Field Assessment.

Article 6 Change in Practice

- 6.1 The Participant shall not change his or her 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 6.2.
- 6.2 Nothing in Article 6.1 prevents the Health Authority from approving changes to the Participant's Medical Practice or to revise the Addendum.

Article 7 Licenses and Qualifications

- 7.1 No later than one month after successfully completing the Practice Ready Assessment-BC Program, the Participant shall apply to the CPSBC for a provisional Certificate of Registration and for any other documents necessary to practise medicine in British Columbia.
- 7.2 Immediately upon receipt of a provisional Certificate of Registration, the Participant shall provide a copy of the provisional Certificate of Registration to the Health Authority.
- 7.3 Nothing in this Contract, including the Addendum, shall 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 8 Breaches

- 8.1 In addition to any other provision in this Contract, and for greater certainty, the Participant shall be in breach of this Contract if the Participant:
- (a) Does not begin the Practice Ready Assessment-BC Program, in which case the Province may terminate the Contract on any day after the day that Participant was to have begun the Practice Ready Assessment-BC Program.
 - (b) Begins but does not complete the Practice Ready Assessment-BC Program, in which case the Province may terminate the Contract on any day after the day that the Participant last participated in the Practice Ready Assessment-BC Program.
 - (c) Has not applied for the necessary documents as required under subparagraph 7.1.
 - (d) Has not submitted to the Province an Addendum signed with the Health Authority in accordance with Article 5.6, unless no Health Authority agrees to sign the Addendum so long as the candidate made every reasonable effort to conclude such an agreement.

- (e) Does not begin to provide the Return of Service in accordance with the Addendum, in which case the Province may terminate the Contract on any day after the day that the Participant was to have begun the Return of Service.
 - (f) Does not complete the full Return of Service term, in which case the Province may terminate the Contract on any day after the day that the Participant last returned service.
 - (g) Is no longer legally entitled to practise medicine in British Columbia, in which case the Province may terminate the Contract on any day after the day that the Participant is no longer legally entitled to practise medicine in British Columbia.
 - (h) Changes his or her Medical Practice, except in accordance with Article 6.2.
 - (i) Fails to comply with any requirement in Schedule 1.
 - (j) Fails to comply with the requirements contained in the Return of Service Addendum.
- 8.2 The Province may terminate this Contract by giving Notice in writing to the Participant if one or more of the following has occurred:
- (a) A breach of any term described in Article 8.1
 - (b) Any other circumstance arises which in the opinion of the Province, acting reasonably, prevents the Participant from fulfilling his or her Return of Service obligations appropriately.
 - (c) The Participant has breached any other term of this Contract.
- 8.3 For the purposes of Article 8.2, other circumstances may include, but are not limited to, revocation or restriction of the Participant's hospital privileges consistent with the applicable hospital by-laws respecting non-renewal for discipline, competency or wilful disobedience on the part of the Participant, where applicable, but not because of Health Authority need; criminal conviction of the Participant; or any suspension, revocation, or imposition of terms, conditions or limitations on the Participant's Certificate of Registration issued by the CPSBC which is not covered by Article 8.1(g).
- 8.4 For the purposes of Article 8.2, 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 9 Dispute Resolution

- 9.1 A dispute between the Participant and the Province regarding the interpretation, application or operation of either or both of the Contract or the Addendum, will be resolved through the dispute resolution process set out in this Article 9.
- 9.2 Either the Participant or Province or the Health Authority may initiate the dispute resolution process in respect of a dispute arising out of the Contract.
- 9.3 Either the Participant or the Health Authority may initiate the dispute resolution process in respect of a dispute arising out of the Addendum.
- 9.4 Where the matter arises out of the Contract, the dispute resolution procedure is:
- (a) Step one - informal discussion occurs between the Participant and the Health Authority or between the Participant and the designated representative of the Province for administration of Return of Service Contracts to attempt to resolve the matter;
 - (b) Step two:
 - (i) If the matter is initiated between the Participant and the Health Authority and is not resolved through the informal discussion, either of the Participant or the Health Authority puts the complaint in writing with full particulars to the Province, or
 - (ii) Where the dispute is directly between the Participant and the Province, the party raising the dispute puts the complaint in writing with full particulars to the other party;
 - (c) Step three- the Province responds within 14 calendar days of receiving the complaint from the Participant or the Health Authority with its proposal for resolution of the issue; where the complaint is alleged by the Province against the Participant, the Participant must respond in writing within 14 days from receipt of the complaint;
 - (d) Step four – if the Province’s answer is unacceptable to the Participant, or the Participant’s answer is unacceptable to the Province, the Province and the Participant will agree on a mediator within 14 calendar days.
- 9.5 Where the matter arises out of the Addendum, the dispute resolution procedure is:
- (a) Step one - informal discussion occurs between the Participant and the Health Authority;

- (b) Step two:
 - (i) if the Participant raises the issue and the dispute is not resolved at Step 1, the Participant submits the complaint in writing with full particulars to the Health Authority;
 - (ii) if the Health Authority raises the issue and the dispute is not resolved at Step 1, the Health Authority submits the complaint in writing with full particulars to the Participant;
- (c) Step three- within 14 calendar days, the Health Authority responds in writing to the Participant or the Participant responds in writing to the Health Authority;
- (d) Step four:
 - (i) where the dispute is raised by the Participant and the Participant does not accept the response from the Health Authority, the Participant has 14 calendar days to advise the Health Authority of an intention to proceed to mediation;
 - (ii) where the dispute is raised by the Health Authority and the Health Authority does not accept the response from the Participant, the Health Authority has 14 calendar days to advise the Participant of its intention to proceed to mediation;
- (e) Step five - within 14 calendar days from when Health Authority receives notice of an intention to proceed to mediation, the parties will name a mediator.

- 9.6. If the parties are unable to resolve a dispute arising out of either the Contract or the Addendum through mediation or are unable to agree on a mediator, the dispute will be referred to an arbitrator as per the *Arbitration Act*.
- 9.7 Each party will pay 50% of the cost of the mediation process and/or the dispute resolution panel process;
- 9.8 The dispute resolution process established under Article 9.6 is an arbitration agreement for the purpose of the *Arbitration Act*.
- 9.9 The decision of the arbitrator is final and conclusive and no party to the contract will challenge the decision in court or otherwise, except as permitted under the *Arbitration Act*.

Article 10 Reporting

- 10.1 If the Province asks for information relating to this Contract, including but not limited to a report or documentation concerning the performance of the Participant's obligations, or a report or documentation concerning any other matter under or relating to this Contract, the Participant will provide this information as soon as practicable.

Article 11 Amendments

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

Article 12 Relationship of the Parties

12.1 The Participant's relationship with the Province shall, during the term of this Contract, be that of an independent contractor. Nothing in this Contract shall 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, this Contract shall continue in full force and effect with respect to all other provisions. All rights and remedies under such other provisions shall survive any such declaration.

Article 14 No Waiver Unless in Writing

14.1 No waiver of any breach of this Contract shall 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 shall 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 shall operate as a waiver of any such right. No waiver or failure to enforce any provision of the Contract shall 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, shall be transferable or assignable by any party to any third party without the prior written consent of the other party.

Article 16 Notice

16.1 A Notice given or required to be given under this Contract will be in writing and will be delivered personally or by courier, or sent by postage prepaid mail or by facsimile addressed to the other party at the address set out below or at such other address as either party later designates to the other party in writing. Notice by mail need not be by certified or registered mail.

To the Province:

c/o BC Ministry of Health
Attention: Ryan Murray
Health Human Resources and Labour Relations Division
P.O. Box 9649
Victoria BC V8W 9P4

To the Participant:

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 facsimile, 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.

Article 17 Miscellaneous

- 17.1 This Contract shall 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 shall operate to the benefit of and be binding upon the parties to the Contract and their respective successors.
- 17.4 Each party shall 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, 8, 9, 10 as well as any provision, which by its nature or context is intended to survive the termination of this Contract, shall survive the termination of this Contract.

17.8 Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism, and lawful act by a public authority but shall not include the insufficiency of funds or failure to make any payment required hereunder. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) business days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity. For greater certainty, Article 4 applies in the event that the Contract is terminated under this Article.

17.9 Time is of the essence of this Contract.

Article 18 Entire Agreement

18.1 This Contract and all documents contemplated by or delivered under or in connection with this Contract, constitute 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.

SIGNED AND DELIVERED by or on
behalf of the Participant

(Participant)

(Please Print Name)

Address:

Date: _____

SIGNED AND DELIVERED by
the Ministry by an authorized
representative of the Ministry of
Health

(Name)

(Please Print Name)

Address:

Date: _____

SCHEDULE 1

The following procedure will be used to facilitate the assignment of the Participant to a health authority for the Return of Service placement, when and how that determination shall be made:

- (a) The PRA-BC Applicant and Clinic Executive Selection Committee shall meet and based on success in the Clinical Field Assessment will determine the final allocation and distribution of successful Participants to permanent clinics for the Return of Service.
- (b) The Participant that is not successful in the Clinical Field Assessment and is terminated from the process can reapply to the Practice Ready Assessment-BC Program for a second and final time if the conditions for accredited professional development in the areas requiring remediation have been met, and provided the Participant has not already had another PRA attempt elsewhere in Canada.
- (c) The Participant shall sign the Health Authority Letter of Offer and submit the completed Addendum to the Health Authority prior to the commencement of the Return of Service.
- (d) The Health Authority shall review the Addendum and shall indicate to the Participant in writing whether the Health Authority approves or denies the proposed return of service.
- (e) Where the Health Authority does not approve the return of service proposal, the Health Authority shall provide a reasonable time for the Participant to enter a new agreement with the Health Authority and to provide a new or revised Addendum.
- (f) Where the Health Authority approves the Participant's return of service proposal, the Health Authority shall send the Participant written confirmation of the approval.

ADDENDUM

RETURN OF SERVICE ADDENDUM

BETWEEN:

_____ (the “**Health Authority**”)

(Community: _____)

AND:

(the “**Participant**”)

(the “**Parties**”)

WHEREAS:

The Participant has entered into a Return of Service Contract with the Province to which this Addendum is attached;

AND WHEREAS:

The Participant desires to enter an agreement with the Health Authority to fulfill the Participant’s commitment to provide the Return of Service contemplated in the Return of Service Contract;

AND WHEREAS:

The Health Authority is prepared to assist in the delivery of the Practice Ready Assessment-BC Program, continuing professional development, supervision and mentorship of the Participant in the area of practice of **Family Practice**.

THEREFORE THE PARTIES AGREE:

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 in his/her 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 shall be the same as in the Return of Service Contract referred to above.
4. The Participant must apply for appointment to the medical staff of the Health Authority with clinical privileges appropriate to the Participant's practice in accordance with the appointment criteria and processes of the Health Authority. If the Participant fails to achieve appointment to the Health Authority medical staff because the Health Authority cannot, in its sole opinion, meet its obligations to the Participant in providing the necessary resources to support the Participant's practice, the Participant must apply for appointment to the medical staff of another health authority.
5. The Participant will provide services in accordance with Article 5 of the Return of Service Contract.
6. When the Participant begins providing services, he/she will devote _____ (*describe "full time basis"*) to providing services in the specialty for which he/she received his/her Clinical Field Assessment. This Return of Service commitment will continue for **three years** of practice on a Full-Time Basis from the date on which it commences. In the event that the Participant becomes unable to practice on a Full-Time Basis during the Return of Service term, the running of the Return of Service term will be postponed until such time as the Participant resumes the practice of medicine on a Full-Time Basis.
7. Without limiting the generality of the services to be provided by the Participant in the area of practice of **Family Practice**, the Participant and the Health Authority have jointly developed and agreed to the following service deliverables which further define the service needs of the Health Authority:
(List service deliverables)

Start Date: _____

8. This Addendum shall not be amended except by prior written agreement between the Health Authority and the Participant.

9. In order to comply with the Participant's commitments in the Return of Service Contract, the Participant must submit to the Province a completed copy of this Addendum, signed by the Participant and the Health Authority in accordance with Article 5.6 of the Return of Service Contract.

Signature Return of Service Participant

Date

Print Name of Participant

Signature Health Authority

Date

Print Name

Approval of Province

Date

Print Name