

## 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:

April 2020

## Article 1 Interpretation

### 1.1 Definitions in this Contract:

**“Addendum”** or **“Return of Service Addendum”** means the Addendum to this Contract which contains terms and conditions of the Return of Service between the Participant and the Health Authority;

**“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;

**“Centralized Orientation”** means up to 2 weeks of scheduled lectures to familiarize Participants with the requirements of the Clinical Field Assessment (CFA) and to prepare them for the practice of family medicine in BC.

**“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;

**“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 and must continue for the duration of the identified return of service period;

**“Health Authority”** means a regional health board designated under the *Health Authority Act* RSBC 1996, c.180, and includes the Provincial Health Services Authority;

**“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"** or **"Program"** means all of the program components of the Practice Ready Assessment-BC Program including: pre-screening, screening; CPSBC registration; assessor training and financial recognition; program management; Clinical Field Assessment direction; Centralized Orientation; Clinical Field Assessment; supervisor training and financial recognition; mentor training and financial recognition; communications; evaluation;

**"Provisional Certificate of Registration"** means registration with the CPSBC that allows the Participant to practise medicine in British Columbia, other than the Assessment License;

**"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; assessor training and financial recognition; program management; centralized orientation; clinical field assessment direction; clinical field assessment; 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, other than in accordance with Article 16.8, 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, plus any interest incurred on that amount from the date the Participant first signed this Contract (the “Repayment Amount”).

\_\_\_\_\_  
Initial here

Timing of Early Termination	Repayment Amount
Before Participant first commences a Clinical Field Assessment	<b>\$78,000</b>
On or after the date that Participant first commences a Clinical Field Assessment	<b>\$323,000</b>

- 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 2017-18 fiscal year, the average annual MSP billings for a family practitioner in an average rural community of need is approximately \$245,000.

- 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) before completing the contractual obligations, the Participant dies or becomes gravely ill such that the Participant is no longer able to practice medicine, or
  - (b) the Participant fails to pass the Clinical Field Assessment after exhausting all available attempts.

## **Article 5 Return of Service**

- 5.1 If Participant is not successful in the Clinical Field Assessment, Participant may reapply to the Practice Ready Assessment-BC Program for a second and final time, but only if:
- (a) the conditions for accredited professional development in the areas requiring remediation have been met, and
  - (b) Participant has not attempted another practice ready assessment elsewhere in Canada.
- 5.2 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 Postgraduate Medical Education, according to the terms of the Return of Service Addendum.
- 5.3 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 for any reason, 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.
- 5.4 The Province will determine the process by which the Participant is assigned to a Health Authority and Return of Service community. The Participant will follow this process as communicated by the Province to Participant.
- 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 unless otherwise approved in writing by the Province the term will 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 Participant's Medical Practice during the term of the Return of Service from that specified in Article 5.3 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, with the approval of the Province, 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 by the Health Authority, 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 Participant's Medical Practice, except in accordance with Article 6.2.
  - (i) Fails to comply with any requirement in Article 5; or
  - (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 the 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 Provisional Certificate of Registration 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 15, whichever is later.

## **Article 9 Reporting**

- 9.1 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 10 Amendments**

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

#### **Article 11 Relationship of the Parties**

11.1 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 12 Enforceability and Severability**

12.1 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 13 No Waiver Unless in Writing**

13.1 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 14 Assignment or Transfer**

14.1 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 15 Notice**

15.1 A Notice given or required to be given under this Contract will be in writing and will be delivered personally, by courier, sent by postage prepaid mail, by facsimile or by email, 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  
Health Sector Workforce and Beneficiary Services Division  
P.O. Box 9649  
Stn. Prov. Gov't  
Victoria BC V8W 9P4

*To the Participant:*

- 15.2 Where Notice is delivered to the recipient's address set out in Article 15.1: (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 or 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.
- 15.3 Either party may from time to time give Notice to the other party of a substitute address, fax number or email address which from the date of such Notice is given will supersede any previous address or fax number specified for the party giving Notice.

## **Article 16 Miscellaneous**

- 16.1 This Contract shall be governed by and construed in accordance with the laws of British Columbia.
- 16.2 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.
- 16.3 This Contract shall operate to the benefit of and be binding upon the parties to the Contract and their respective successors.
- 16.4 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.

- 16.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 16.6 Any reference in this Contract to any statute is a reference to that statute as amended, restated or re-enacted from time to time.
- 16.7 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.
- 16.8 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.
- 16.9 Time is of the essence of this Contract.

## **Article 17 Entire Agreement**

- 17.1 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.

**Article 18 Legal Advice**

18.1 The Participant acknowledges that he/she has the right to obtain independent legal advice before signing this Contract and hereby confirms that he/she 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 Ministry by an authorized representative of the Ministry of Health

\_\_\_\_\_  
(Participant)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
(Please Print Name)

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**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 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 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 a minimum of \_\_\_\_\_ (*define "full time" i.e. specify expected hours per week or hours per years*) providing health authority identified public MSP billable services in the specialty for which he/she received his/her Clinical Field Assessment.
7. The 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.
8. 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)**

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**Start Date:** \_\_\_\_\_

