



# **Ministry of Health**

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## **Return of Service Program SPECIALIST PHYSICIAN POLICY**

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**Health Sector Workforce and Beneficiary Services Division**

September 2021

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Residency Cohort July 2022

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**PREAMBLE:**

Canadian Medical Graduates (CMGs) and International Medical Graduates (IMGs) are important members of BC's health workforce plan. Between 2003 and 2015, BC significantly expanded opportunities for CMGs and IMGs, for entry-level residency positions.

Participants compete for designated University of BC (UBC) residency positions with an attached Return of Service in Canadian Resident Matching Service (CaRMS). Once a CaRMS Participant matches to a designated UBC residency position, they become a Participant with a Return of Service attached to their residency position. **Accepting a CaRMS position is a legal undertaking, as is the Return of Service obligation.**

The Province of BC funds designated UBC residency positions in exchange for a Return of Service to BC's healthcare system for a defined time and in a Health Authority-identified community of need, similar to many other Provinces across Canada.

The Return of Service provides IMG Participants with an opportunity to train and qualify as a practicing physician in British Columbia. The Return of Service Program aligns provincial priorities and Health Authority Service Delivery Plans to Health Authority identified communities of need where Participants are expected to return three years of service in exchange for their funded Postgraduate Medical Education.

Annual Information Sessions

Return of Service Information Sessions are held on an annual basis to provide Participants with detailed information about the Return of Service Program, community placement opportunities and the matching process with identified practice vacancies.

Communities of Need

Health Authorities identify communities in most urgent need of physician services located throughout BC. The list is updated annually and is provided to all Participants at the Return of Service Information Sessions.

Starting in 2019, a Return of Service will be attached to designated CMG residency positions in the Canadian Resident Matching Service (CaRMS) match and/or internal UBC Faculty of Medicine Re-Entry positions that are deemed a provincial priority.

Return of Service Contract

A Contract between the Participant and Province identifies the Participant's Return of Service obligations.

The Return of Service Contract Addendum is the agreement between Participant and the Health Authority that defines the location of the Return of Service and the associated service deliverables with a Return of Service clinic/facility.

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Section: 1	Returning Service – Full-Time Basis	Issued: September 2021

1. A Participant who received Postgraduate Medical Education in a Royal College specialty program (i.e., Internal Medicine, Psychiatry, Pediatrics, Dermatology) will be expected to practice on a full-time basis, providing health authority identified Government Funded Services as defined in the Return of Service Addendum.
2. Full Time as described in the Return of Service Addendum must include a minimum number of hours per year distributed equitably over the course of each year of the Term, providing Health Authority identified, Government-Funded Services for the duration of the identified Return of Service period unless otherwise stated in the Return of Service Addendum.
3. Only direct patient care is attributable to Return of Service hours. Reasonable time for patient charting or other related administrative tasks is considered part of the individual patient service.
4. A Participant required to provide on-call service as part of their Contract Addendum service deliverables, may not attribute the on-call time (when no direct patient care is provided), to the annual hours required under the Return of Service Contract. Compensation for call time may be available through the Medical On-Call Availability Program (MOCAP).
5. The physician may provide a mixture of in-person and virtual care services in accordance with:
  - a. the standard of practice of the College of Physicians and Surgeons' Practice Standard on Virtual Care;
  - b. Health Authority policy/the other physicians at the facility;
  - c. the schedule as determined by the facility manager;
  - d. COVID safety plans and protocols set forth by the facility; and,
  - e. in alignment with the terms of the Return of Service Contract.

The clinic/facility's Electronic Medical Record platform must be used for all telemedicine and virtual care appointments.



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Section: 2	Returning Service - Term	Issued: September 2021

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1. Participants are required to return three years of service in exchange for their funded Postgraduate Medical Education as stipulated in the Return of Service Contract.
2. In the event that the Participant is unable to practice medicine on a Full-Time basis during the term of the Return of Service obligation, the term will be extended to account for the duration of the absence.
3. The Participant must notify the Province via email at [ReturnofService@gov.bc.ca](mailto:ReturnofService@gov.bc.ca) of any leave e.g., maternity leave, parental leave, or sick leave that will impact the completion date of their Postgraduate Medical Education or their Return of Service obligation.
4. If the Health Authority determines that the Participant requires additional training to meet to an identified need, and if approved by the Province, the Return of Service Contract will be amended to reflect the additional time required to complete the extra training. The Return of Service would be deferred for the period to accommodate the training, and the three-year Return of Service term would continue after the completion of that training.

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Section: 1	Contract	Issued: September 2021

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1. The Participant and the Province sign the Return of Service Contract which provides the terms and conditions of Postgraduate Medical Education funding provided in exchange for the Participant's Return of Service after the completion residency.
2. Postgraduate Medical Education funding is provided for the Specialty program as identified in the Return of Service Contract.
3. Under the rare and exceptional circumstance that UBC recommends a program change for a Participant, the Province may approve or reject the change, in its sole discretion, depending on funding availability and physician resource requirements.



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Section: 2	Return of Service Amendments	Issued: September 2021

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1. Changes to the Return of Service Addendum are changes to the Contract and the Parties to the Addendum must obtain approval from the Province before such changes such are undertaken. A Modification Agreement will be required to be completed.
2. Addendum Modifications are required to be signed by the Participant, Health Authority and Province.
3. A Modification to the Return of Service Contract Addendum will not cause an effect on all other terms and conditions of the Return of Service Contract. The Contract will remain in full force and effect.
4. If an extension is required to the Return of Service term due to Health Authority identified additional training, maternity/parental leave or other approved exceptional circumstances, the change to the term must be communicated to the Parties prior to the leave.
5. Either the Participant or the Health Authority may request a change to the Return of Service Addendum; however, both Parties must agree to the change with final approval by the Province.
6. Where a disagreement occurs between the Participant, the Province, and/or the Health Authority, the parties may pursue legal means.

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Section: 3	Returning Service – Participant Representations and Warranties (Pre-existing Circumstances)	Issued: September 2021

1. Participants who sign a Return of Service contract are deemed to have, with all reasonable diligence, considered their own and that of their immediate family's existing or foreseeable circumstances, and concluded that that these circumstances will not preclude the Participant from fulfilling their Return of Service obligation.
2. Immediate family is defined as: spouse, children, and parents.
3. By signing the Return of Service contract, the Participant is stating that they have 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.





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Section: 4	Returning Service – Exceptional Circumstances	Issued: September 2021

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



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Section: 5	Returning Service - Breach	Issued: September 2021

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1. It is a contractual obligation to return service under the terms of the Return of Service Contract. Should the Participant decide to not fulfill the contractual obligation, the Province will treat this as a breach of Contract and will seek repayment of Postgraduate Medical Education costs and liquidated damages on termination.
2. The Repayment Amount is a determination of the damages that the Province will suffer in the event the Contract is terminated before the Participant has completed the Return of Service in full. The corresponding damages include the Participant's Postgraduate Medical Education plus compounding interest, the cost to administer the placement in a Health Authority community of need, and the added costs for the Province to ensure that comparable services are provided in the Return of Service community.



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Section: 1	Placement Process Priorities	Issued: September 2021

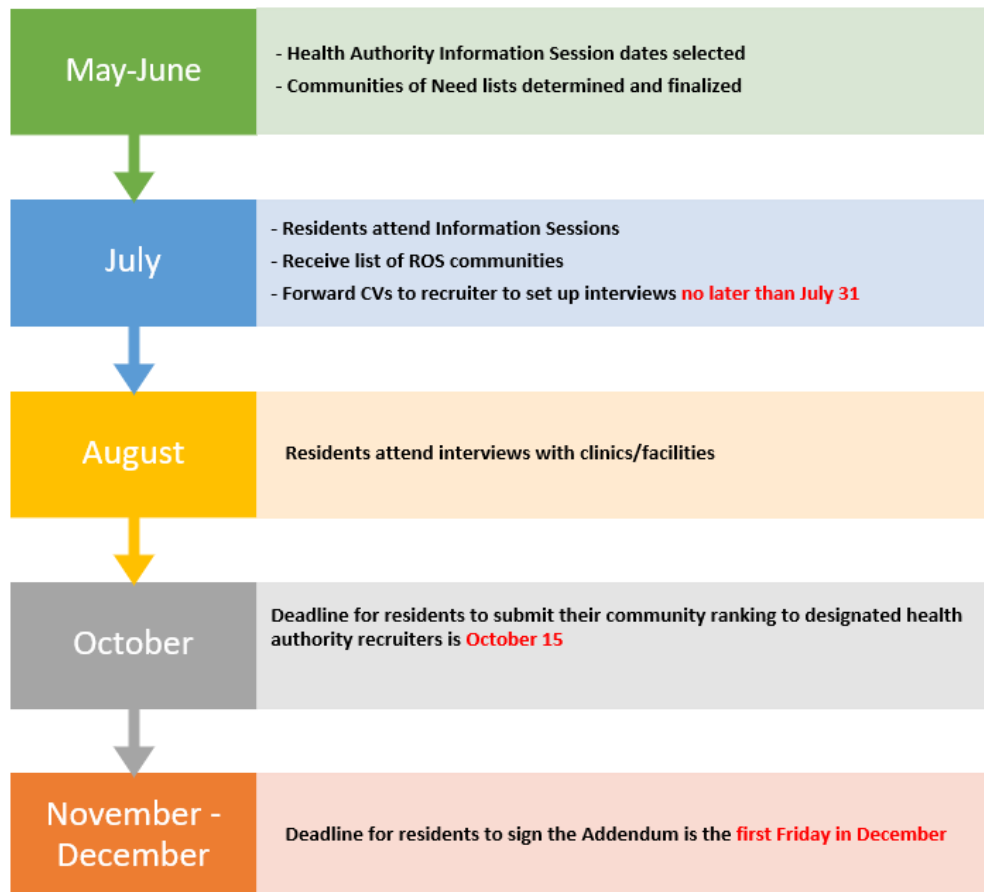
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1. Return of Service placement priorities are aligned with Health Authorities' Service Delivery Plans and linked to specialist distribution and patient access to services in BC.
2. The Province's priority for specialty medicine is full-time practice in Health Authority identified communities of need, as provided by Health Authority representatives directly associated with the Return of Service Program.
3. The Province and Health Authority will not support a Return of Service placement in a community or clinic of the Participant's choosing.
4. Specialist Physician Return of Service positions may have specific Health Authority expectations (i.e., designated publicly funded hours for dermatology) to meet the needs of the patients, as identified in the Return of Service Contract and Addendum.

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Section: 2	Return of Service Placement Process and Timelines	Issued: September 2021

1. The Return of Service placement process begins in the annual Canadian Resident Matching Service (CaRMS) match.
2. The following timeline illustrates the Return of Service placement process timeline that must be followed during the Participant's final year of residency.

### Return of Service (ROS) Placement Process Timeline:



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Section:	3	Off-Cycle Participants	Issued:	September 2021

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1. An off-cycle Participant is defined as a Participant who finishes their postgraduate medical education outside the standard postgraduate period for their specialty.
2. Off-cycle Participants must advise the Ministry of Health's Return of Service Program of the delay to completing their residency and discuss their Return of Service placement.
3. Off-cycle Participants must still complete a full three-year Return of Service and their Return of Service contract will be amended to reflect delay.