

**Maternity Care For BC (MC4BC)  
GP Obstetrical Upgrade Program  
RETURN OF SERVICE AGREEMENT**



**BETWEEN:**

The British Columbia Medical Association

(the "BCMA")

**AND:**

(the "Physician")

(collectively, "the Parties")

**WHEREAS:**

- A. The Government and the British Columbia Medical Association (the "BCMA") have agreed that the Government will provide funding to the BCMA to be allocated by the General Practice Services Committee (the "GPSC") to:
- a) support General Practitioners (GPs) who have dropped their obstetrical privileges to refresh and regain obstetrical skills; and
  - b) support additional training for graduating Family Physician (FP) residents who want to incorporate obstetrics into their practice.
- B. The GPSC may use these funds to provide each eligible physician with support funding of up to \$47,729 under a Return of Service Agreement;
- C. The Physician is qualified in full service family practice, is registered with the College of Physicians and Surgeons of British Columbia and wishes to commit to:
- a) performing a minimum of 8 deliveries over the 18 months following the completion of training;
  - b) practicing obstetrics in BC; and
  - c) other activities as specified by the participant's training hospital(s).
- D. The Parties wish to enter into this Return of Service Agreement.

**THEREFORE** the Parties agree as follows:

## **1. Definitions:**

The following definitions apply to this Agreement:

**Agreement** means this Return of Service Agreement and includes the main part and any attached Schedules;

**Full Service Family Practice** means a medical practice which provides a patient with primary care throughout his or her life span and events, coordinates care through varying health and medical conditions, and maintains a longitudinal comprehensive patient record;

**GPSC** means the General Practice Services Committee, a joint committee consisting of representatives of BCMA, the Ministry of Health and Health Authority Representatives;

**Notice of Approval** means the written notice provided by the GPSC to the Physician confirming the acceptance of the Physician into the Program;

**Program** means the Maternity Care for BC (MC4BC) program

**Return of Service Period** means the period of time described in section 3 of this Agreement.

## **2. Physician Obligations**

2.1 In consideration of the payment described in section 4, the Physician shall:

- a) adhere to the training plan developed by the Physician in accordance with the Policies and Guidelines of the Program;
- b) perform a minimum of 8 deliveries over the 18 months following the completion of training;
- c) practice obstetrics in BC upon completion of training, for the time period specified in section 2.1(b) or as agreed to pursuant to section 2.2;
- d) perform other activities if specified by the Physician's training hospital and agreed upon by the Physician;
- e) maintain an active Full Service Family Practice or provide locum coverage;
- f) maintain hospital privileges to practice obstetrics where required, for the training period and the entire Return of Service Period, except where the Health Authority does not renew these privileges due to Health Authority physician need;
- g) maintain full licensure to practice with the College of Physicians and Surgeons of British Columbia and membership in the Canadian Medical Protection Association; and

- 2.2 The Parties may agree in writing to extend the time limit referred to in section 2.1(b).
- 2.3 The Physician shall be responsible for and shall indemnify the BCMA against any tax or other statutory obligations the Physician may incur including, without limitation, penalties, interest and expenses related thereto arising from any payment made to the Physician pursuant to this Agreement.

### **3. Return of Service Period**

- 3.1 The Return of Service Period shall begin upon receipt of notification of completion of training by the Physician to the program administration. Notification is to be sent in writing to:

Program Administrator  
MC4BC  
BCMA  
Suite 115 - 1665 West Broadway  
Vancouver, BC V6J 5A4  
Fax: 604.638.2920  
E-mail: jwills@bcma.bc.ca

- 3.2 The Return of Service Period shall terminate 18 months following the notification of completion of training, or as of the time period agreed to by the Parties pursuant to section 2.2.

### **4. Payment**

- 4.1 Upon execution of this Agreement by the Physician, the BCMA shall pay the Physician the amounts specified in Schedule A in accordance with the Policies and Guidelines of the Program.
- 4.2 The maximum amount payable by the BCMA to the Physician for participation in the Program is \$47,729.

### **5. Default**

- 5.1 Except as provided in section 5.3, if the Physician fails to complete his or her obligations under the Agreement, the Physician shall repay to the BCMA the amount owing to the BCMA for the portion of the Program that the Physician failed to complete (the "Repayment").

- 5.2 The Repayment is due on demand by the BCMA and the amount of Repayment outstanding as of the demand date will bear interest at the prime rate as set by the Canadian Imperial Bank of Commerce on Canadian dollar commercial loans. Interest shall be calculated from the earliest date that the Physician ceases to comply with one or more of the obligations described in section 2.
- 5.3 If the Physician is unable to complete his or her obligations under this Agreement due to unforeseeable circumstances beyond his or her control, such as the serious illness or death of the Physician or for a reason not attributable to a breach of this Agreement by the Physician, the BCMA shall, at the direction of the GPSC, forgive the Repayment and any interest accrued.

## **6. Dispute Resolution**

- 6.1 A dispute between the Parties concerning the interpretation, application, or alleged breach of this Agreement shall be settled in the following manner:
- (a) the Parties must first try to resolve the dispute through an informal discussion;
  - (b) if the dispute is not resolved through this informal discussion, the party raising the dispute must advise the other party, in writing, of its view of the dispute with full particulars of the facts upon which it relies and the sections of the Agreement alleged to be violated;
  - (c) following receipt of the written advice containing details of the issue in dispute, the Parties will meet in an attempt to resolve the dispute or to narrow the issues in dispute;
  - (d) if the dispute is not resolved through this discussion, the Parties may refer the dispute to mediation.
- 6.2 If there is no resolution of a dispute under section 6.1, either party may refer it to arbitration for final resolution, pursuant to the *Commercial Arbitration Act*.
- 6.3 If an arbitrator cannot be agreed upon within fifteen working days of the referral to arbitration, the Chief Justice of the Supreme Court of British Columbia will be asked to appoint the arbitrator and the arbitrator so appointed shall have the jurisdiction to issue a final and binding award resolving the dispute.
- 6.4 The costs of the arbitrator will be shared equally between the Parties and each party will be responsible for all of the costs of its own participation in the arbitration.

## **7. Reporting**

- 7.1 The BCMA or the GPSC may ask the Physician for information relating to this Agreement or the participation of the Physician in the Program, including but not limited to a report or documentation concerning the performance of the Physician's obligations, and the Physician shall provide this information forthwith.

## **8. Notice**

- 8.1 A Notice given or required to be given under this Agreement shall be in writing and shall be delivered personally or by courier, or sent by certified or registered mail 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.

Program Administrator  
MC4BC  
BCMA  
Suite 115 - 1665 West Broadway  
Vancouver, BC V6J 5A4  
Fax: 604.638.2920  
E-mail: [jwills@bcma.bc.ca](mailto:jwills@bcma.bc.ca)

Address of the Physician:

- 8.2 Any written communication from either party will be deemed to have been received by the other party on the third business day after mailing in British Columbia; on the date of personal delivery if delivered; or on the date of transmission if faxed.
- 8.3 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will be deemed to be the address of the party that gave notice.

## **9. Relationship**

- 9.1 Nothing in this Agreement shall be construed to make the Physician a partner, employee or agent of the BCMA for any purpose whatsoever.

## **10. Amendments**

- 10.1 This Agreement shall not be amended except by prior written agreement between the BCMA and the Physician.

## **11. Enforceability and Severability**

- 11.1 If a court or other lawful authority of competent jurisdiction declares any provision of this Agreement invalid, illegal or unenforceable, this Agreement 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.

## **12. No Waiver Unless in Writing**

- 12.1 No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or of the breach of any other provision of this Agreement. No provision of this Agreement 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 Agreement shall operate as a waiver of any such right. No waiver or failure to enforce any provision of the Agreement shall in any way affect the validity of the Agreement or any part of it.

## **13. Assignment or Transfer**

- 13.1 Neither this Agreement, nor any of the rights or obligations of the Parties arising under this Agreement, shall be transferable or assignable by any party to any third party without the prior written consent of the other party.

## **14. Miscellaneous**

- 14.1 This Agreement shall be governed by and construed in accordance with the laws of British Columbia.
- 14.2 The Schedules to this Agreement form part of this Agreement.
- 14.3 Except to the extent otherwise expressly stated in this Agreement, 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.
- 14.4 This Agreement shall operate to the benefit of and be binding upon the Parties to the Agreement and their respective successors.
- 14.5 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 Agreement that the other party may reasonably require for the purposes of giving effect to this Agreement.
- 14.6 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

14.7 For greater certainty, any provision of this Agreement which by its nature or context is intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

14.8 This Agreement and all documents contemplated by or delivered under or in connection with this Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement 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 the Physician

**SIGNED AND DELIVERED** by the  
BCMA

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(Physician)

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(Name)

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(Please Print Name)

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(Please Print Name)