**INTERNATIONALLY EDUCATED NURSE BURSARY PROGRAM**
**RETURN OF SERVICE AGREEMENT**

(the "**Agreement**")

**Between:**

**His Majesty the King in right of the Province of British Columbia, as represented by the Minister of Health**

(the "**Province**")

**And:**

_____

*Participant Given Name(s)* *Surname (Last Names)*

(the "**Participant**")

(collectively the "**Parties**")

## BACKGROUND:

A. The Province is committed to recruiting internationally educated nurses to address labour shortages in the health care system.

B. The Province has established the Program to financially assist eligible IENs seeking nursing assessment and registration with the BCCNM to practise as a RN, RPN or LPN in British Columbia. The Province is funding the Program through a designated administrator on its behalf, in accordance with the terms and conditions specified by the Province.

C. The Program provides eligible IENs who have agreed to the Program requirements with reimbursement for applicable testing, application and required educational upgrading costs that are associated with obtaining BCCNM assessment and registration, as set out in more detail in Appendix "A". While the total Bursary Amount of monies paid to the Participant under the Program are determined by the Province in its sole discretion, it is ordinarily based on Appendix "A" and the number of steps the Participant is required to complete to obtain a provisional or full nursing license.

D. The Program is limited to eligible IENs who agree to work a Return of Service Term for a Qualifying Employer in a Qualifying Position after obtaining the appropriate Licensure or Registration.

E. In addition to meeting other Program criteria, the Participant must agree to this Agreement and to deliver a signed copy to the Province's designate to be eligible to receive funding. The Agreement must be signed and delivered to the Province or its designate prior to achieving Licensure in BC.

F. In exchange for the opportunity to receive the Bursary Amount for the benefit of the Participant, the Participant wishes to establish the return of service and other terms set out in this Agreement below, which the Province acknowledges and agrees to by the Province or its designate providing a Bursary Amount.

**THE PARTIES AGREE AS FOLLOWS:**

*Definitions*

1. In this Agreement, unless the context requires otherwise:

(a) "**BCCNM**" means the British Columbia College of Nurses and Midwives;

(b) "**Bursary Amount**" means the amount of monies paid to the Participant in relation to the Program;

(c) "**FTE"** means full-time equivalent as defined in the Nurses' Bargaining Association Provincial Collective Agreement; For ease of reference, as of April 1, 2022, this is 37.5 hours of work per week;

(d) "**HCA"** means a registered health care assistant;

(e) "**IENs**" means internationally educated nurses, each of which are an "**IEN**"';

(f) "**Inspire**" means Inspire Global Assessments Inc./ Inspire Évaluations Mondiales Inc. (previously the Nursing Community Assessment Service (NCAS)).

(g) "**Licensure or Registration**" means provisional or full licensure from the BCCNM or registration with the BC Care Aide and Community Health Worker Registry;

(h) "**LPN**" means a licensed practical nurse;

(i) "**Program**" means the application bursaries program created by the Province to financially assist eligible IENs seeking nursing assessment and registration with the BCCNM to practise in British Columbia;

(j) "**Qualified Employer**" means a publicly funded health sector employer, such as: (a) a regional health board designated under section 4(1) of the *Health Authorities Act,* Provincial Health Services Authority, First Nations Health Authority or Providence Health Care; or (b) an employer at long-term care or assisted living facility to the extent the position is to work at such a facility, excluding contract agencies.

(k) "**Qualifying Position"** means employment with a Qualifying Employer for a regular position (*i.e.,* not a casual, temporary or relief position) as an RN, RPN, LPN or HCA;

(l) "**RN**" means a registered nurse;

(m)"**Return Of Service Term**" has the meaning set out in Section 4;

(n) "**RPN**" means a registered psychiatric nurse; and

(o) "**Transition Gap**" means the period between the Participant's last day of work in a Qualifying Position with one Qualified Employer and the Participant's first day of work in a different Qualifying Position with a different or the same Qualifying Employer.

*Best Efforts for Licensure or Registration*

2. In exchange for the Bursary Amount, the Participant must use their best efforts to promptly obtain Licensure or Registration.

*Employment after Licensure or Registration*

3. The Participant must obtain employment in a Qualifying Position within six months of obtaining Licensure or Registration, unless this period is extended by the Province.

*Return of Service Obligation*

4. In exchange for the Bursary Amount, the Participant must complete a return of service of continuous employment (as set out in Section 6 below) in a Qualifying Position for a period of:

   (a) one year, if the Participant's employment is over 0.5 FTE; or

   (b) two years, if the Participant's employment is 0.5 FTE or less.

   (collectively, the "Return of Service Term")

*When the Participant is Relieved of Obligations under this Agreement*

5. Notwithstanding any other provision in this Agreement, including Sections 1 to 4, the obligations on the Participant under this Agreement does not apply if: (a) the Bursary Amount is only for the BCCNM application fee and the Participant proceeds with registration through the Program; (b) upon completing the appropriate competency assessment through Inspire, it is determined by the Province or its designate based on information from the applicable Licensure or Registration entity that the Participant cannot become any of an RN, RPN, LPN or HCA without completing a full educational training program; or (c) the Province determines at its sole discretion to relieve the Participant of one or more of the obligations under this Agreement due to extenuating circumstances. For clarity, part (a) of this Section 5 does not relieve the Participant of the obligation in relation to the BCCNM application fee if the Participant applies through any other gateway other than the Program, including a labour mobility program.

*Calculating the Return of Service Term*

6. For calculating the Return of Service Term, the Parties agree as follows:

    (a) the Return of Service Term commences on the later of: (i) the Participant's first day of work in a Qualifying Position in which they have the appropriate Licensure or Registration; and (ii) the date the Participant provides this signed Agreement to the Province or its designate;

    (b) a year is calculated as the number of days in a given year (*i.e.,* 365 days, or 366 days if the year is a leap year);

    (c) if the Participant concurrently holds and works in multiple Qualifying Positions, the FTE for each Qualifying Position will be added together to calculate the FTE for the purpose of Section 4 above. However, working in multiple Qualifying Positions does not otherwise impact the Return of Service Term (i.e., the duration of the Return of Service Term remains one year or two years, as applicable based on the FTE);

    (d) if the FTE of the Participant's Qualifying Position changes between over 0.5 FTE and less than or equal to 0.5 FTE during the Return of Service Term, the Return of Service Term will be calculated proportionate to the duration of the applicable obligation that is set out in Section 4 above. For example, if the Participant is employed for one year in a Qualifying Position at 0.4 FTE and then transitions to a 1.0 FTE Qualifying Position, half of the Return of Service Term would be completed at the time of transition – and the remainder of the Return of Service Term would be 6 months employment in a Qualifying Position with greater than 0.5 FTE.

    (e) if the Participant changes Qualifying Employers during the Return of Service Period and the Participant: (i) has a Transition Gap of less than twenty eight (28) days (or such other period approved by the Province in advance and in writing); and (ii) provides advance written notice to the

Province of such change prior to the Participant's last day of work at the Participant's current Qualifying Employer (or as soon as practicable if the Participant does not have prior notice of their last day of work) that contains: (A) the last day of work at the current Qualifying Employer; (B) the new Qualifying Employer's contact details; (C) the first day of work at the new Qualifying Employer; and (D) a copy of a letter from the Participant to their new Qualifying Employer confirming participation in the Program, then the Participant will have "continuous employment" for the purposes of Section 4, except that the Return Of Service Term will be extended by the length of the Transition Gap; and

(f) if the Participant takes a leave of absence that is greater than twenty (20) days (other than earned vacation leave – which is sometimes referred to as "annual leave" – from the Participant's employer, which does not impact the Return of Service Term), then the Participant will have "continuous employment" for the purposes of Section 4 except that the Return of Service Term will be extended by the number of days between the Participant's last day prior to the leave and the Participant's first day of work after the leave, unless the Province waives this extension of the Return of Service Term in writing.

*Required Notice on Commencement of the Return of Service Term*

7. Upon commencement of the Return of Service Term, the Participant will submit a letter to the Province from the Qualifying Employer confirming the start date of the Return of Service Term, using the Province's Return of Service Commencement Form and submitting it to: healthbursaries@gov.bc.ca.

*Required Notice on Change to FTE during Return of Service Term*

8. If the FTE of the Participant's Qualifying Position(s) changes such that their calculated FTE changes from over 0.5 FTE to less than or equal to 0.5 FTE (or vice versa), the Participant will provide the Province with written notice confirming changes to their employment status by emailing: healthbursaries@gov.bc.ca .

*Required Notice on Ending Employment*

9. If the Participant resigns or is terminated from their Qualifying Employer(s) during the Return of Service Term, the Participant will provide the Province with advance written notification at least two weeks prior to any changes to their employment status (or immediately on resignation or termination, if the notice period is less than two weeks), by emailing: healthbursaries@gov.bc.ca.

*Required Repayment on Ending Employment or Breach of Agreement*

10. If the Participant:

    (a) resigns or is terminated from their Qualifying Position during the Return of Service Term (except as provided in Section 6(e) or (f) above or with prior approval from the Province);

    (b) does not maintain eligibility in the Program; or

    (c) breaches any provision of the Agreement (including failure to obtain a Qualifying Position as set out in Section 3 above, and failure to comply with the representations and warranties in Section 11 below),

    the Province at its sole discretion may give notice to the Participant that the Participant must repay monies received under the Program. Upon the Province issuing such notice, the Participant will be liable to the Province as a debt due to government for – and the Participant must immediately pay the Province – the full Bursary Amount minus the proportional percentage of the Return of Service Term that has been completed multiplied by the Bursary Amount (*i.e.,* Bursary Amount – (% of Return of Service Term Completed x Bursary Amount)).

*Representations and Warranties*

11. The Participant represents and warrants to the Province that as of the date the Participant signs this Agreement, the Participant:

    (a) has provided accurate and complete information in relation to the Participant's eligibility for the Program, and will continue to meet this eligibility throughout the Program enrollment;

    (b) intends to complete a return of service of continuous employment (as set out in Section 4 above) in a Qualifying Position with a Qualifying Employer for the Return of Service Term; and

    (c) 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: (i) obtaining Licensure or Registration, or (ii) working in a Qualifying Position for the Return of Service Term.

*Required Notice on Completion of Return of Service Term*

12. Upon completion of the Return of Service Term, the Participant will submit a letter to the Province from the Qualifying Employer confirming that the Return of Service Term has been completed in full, using the Province's Return of Service Fulfillment Confirmation Form and submitting it to: healthbursaries@gov.bc.ca.

*Notice*

13. A Notice given or required to be given under this Agreement will be in writing and will be delivered either by email or postage prepaid mail, addressed to the Participant at the email or address provided by the Participant in their application to the Program or at such other email or address later designated in writing. Unless otherwise specified in this Agreement, notice to the Province is to be delivered to Executive Director, Health Workforce Partnerships and Strategic Initiatives, Ministry of Health, PO BOX 9649, STN PROV GOV, V8W 9P4, or healthbursaries@gov.bc.ca. Notice by mail need not be by certified or registered mail. Notice by:

    (a) email will be deemed to be received on the day of transmittal, unless it is transmitted outside the normal business hours of the Province, in which case it will be deemed to be received on the next business day; or

    (b) mail, if mailed during any period when normal postal services prevail, it will be deemed to be received two weeks after its mailing.

*Information Sharing*

14. The Participant acknowledges, consents and agrees that as of the date the Participant signs this Agreement, the Province may request, collect, use and disclose information (including personal information) with Qualified Employers and BCCNM for purposes related to administrating the Program, including the employment status of the Participant and whether the Participant is meeting the terms of this Agreement, and that Qualified Employers, Health Employers Association of BC doing business as Health Match BC, Inspire and BCCNM may collect and disclose information from and to the Province for this same purpose.

*Miscellaneous*

15. This Agreement will be governed by the laws of British Columbia.

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

17. If a court or other lawful authority of competent jurisdiction declares any provision of this Agreement 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 Agreement and the Province's objectives for the Program, and that this Agreement 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.

18. The Participant may not assign this Agreement without the written consent of the Province, which the Province may withhold at its sole discretion.

19. Any amendment to this Agreement or waiver of its terms must be in writing. No delay or omission by the Province (including a delay in requiring repayment in accordance with Section 10 of the Agreement) will operate as an amendment of the Agreement, or waiver of any right under this Agreement.

20. The Participant will 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 Province may reasonably require for the purposes of giving effect to this Agreement.

21. This Agreement may be signed in counterpart, and a signed copy may be delivered by means of electronic transmission capable of producing a printed copy.

22. The Participant acknowledges that they have the right to obtain independent legal advice before signing this Agreement, and hereby confirms that they obtained that advice or does not wish to seek or obtain legal advice.

**SIGNED** on the _____ day of _____, 20__ by the Participant:

Signature _____

Print: Given Name(s)_____

Print: Surname (Last Name) _____

Email: _____

Address: _____

_____

_____

## APPENDIX "A"

### Bursary Amounts that may be available to the Participant, as applicable, relating to the IEN Assessment and/or Application Process

If a cost or fee is listed in the Bursary column, the parties agree that amount associated with that cost or fee is the amount listed in the "Amount" column, which the Participant hereby acknowledges and agrees is a reasonable estimate of those costs. The amounts noted may be adjusted to reflect fee increases charged by the service providers over time:

| Bursary | Amount | Earliest Possible Reimbursement Date After Signing the ROS Agreement |
|---|---|---|
| Credential Assessment from approved credentialling agencies[1] | Up to $870 USD plus taxes for fees paid in USD OR $1,200 CAD for total combined costs when charges are in CAD funds or are a combination of USD and CAD currencies. | Upon submission of Participant's application to the BCCNM or application to Inspire under the IEN Pathway. |
| Application to BCCNM – Full Application Fee | Up to $690 CAD + taxes | Upon submission of required receipts for proof of payment and supporting documentation to confirm registration eligibility. |
| English Language Testing [2] | Up to a maximum amount of $800 CAD | Upon submission of Participant's application to the BCCNM or Inspire and proof of payment. Available for up to two (2) attempts ($400 CAD per test). |
| Inspire Application Fee | Up to $600 CAD + taxes | Submission of required receipts for proof of payment and supporting documentation confirming registration pathway eligibility (e.g. Inspire confirmation of CBA/SLA eligibility). |
| Inspire (Computer Based Assessment (CBA), Simulation Lab | Up to $3,000 CAD + taxes | Upon submission of Participant's application to the BCCNM, proof |

| | | |
|---|---|---|
| Assessment (SLA)) | | of completion of the CBA and SLA, and submission of required receipts for proof of payment. |
| Inspire travel cost to Inspire testing facility [3] | Up to a $1,000 travel subsidy to defray travel and accommodation costs for residents of BC. | Upon completion of SLA and submission of required receipts for proof of payment along with proof of valid BC residence/address and copy of the Inspire Performance Report. |
| Additional cost for upgrading courses or completing supplementary courses as required by BCCNM .[4] | Up to $10,000 CAD for an IEN bridging program, LPN program or other stand-alone upgrading courses required per the BCCNM decision letter. | Reimbursement can occur per course or program registration (per semester), with proof of payment and course completion. Courses eligible for reimbursement will be outlined in the assessment letter or registration decision communicated by BCCNM (to be provided at time of reimbursement request). Where courses differ from what is outlined in the assessment letter or registration decision, the Participant must demonstrate that BCCNM has approved course substitution prior to reimbursement. |
| **Maximum Eligible Bursary/Waiver:** | **$17,290 [5] + Applicable Taxes** | |

Further details in reference to the Table above:

1. Credentialing Agencies **must be** approved by BCCNM to validate the IEN's education and experience credentials to determine alignment with BC requirements. Bursary **excludes** costs associated with expedited shipping costs, special envelopes, additional copies and document translation, among other additional costs not listed in the table above, which are at the applicant's expense (not covered by the bursary).

2. English Language Testing, if required by BCCNM (or taken prior to the evaluation by the credentialling agency). Applicants who are required, as part of their IEN registration pathway, to complete an English Language Test may be eligible for additional funding, based on the following criteria:

    - All eligibility criteria as outlined above.
    - Applicant submits a receipt from a recognized and BCCNM approved English Language Testing Organization.

3. A travel subsidy of up to $1,000 to attend Inspire Global Assessments (Inspire), which is a combination of computer-testing and simulation labs (only offered in Vancouver) that assess entry-to-practice skills and competencies required for practice in BC. Travel subsidies cover travel costs within BC to the Inspire testing center in Vancouver for residents of BC. **Applicant submits an official receipt for travel costs** (BC ferry or gas for applicants travelling more than 300km from their primary residence in BC) showing the same date (or close to the date) as the Inspire receipt submitted. Rural Travel Allowance Estimator Taken from the Inspire Remedial Rural Allowance and based on estimated ferry costs & fuel consumption based on distance travelled (kms). Travel Allowance amount is based on actual receipts, up to the maximum values below: Locations 300km-1,000km or BC ferry = up to $750 Locations 1000km-2000km = up to $850 Locations 2000km+ = up to $1,000.

4. Graduate Nursing Re-Entry Education and/or required upgrading: Required for nurses who need to upgrade their education and skills to practice in B.C. (up to $10,000 CAD) as an RN, based on BCCNM's assessment report of the IENs 'best fit' designation, or as independently assessed for the RPN designation. For IEN LPNs, as there is no provincial bridging program available, the $10,000 can be applied to offset the costs of a full LPN program (or access to Practical Nursing Program should that option become available) OR can be used towards an LPN bridging program available in another province, provided BCCNM has advised this option is acceptable. In addition, the funding helps applicants with the costs associated with supplemental education, which may be a requirement of registration with the BCCNM, after completion of the Inspire IEN Competency Assessment and receipt of the BCCNM report.

5. Applicants who have expressed interest or are already in the nurse application process can submit receipts for payments made along the application continuum that have been completed, provided that they have not obtained a provisional or full license prior to signing the ROS Agreement. This includes any expenses that are covered by the bursary in moving forward with the assessment and/or application process.

Note that the education bursary is not for nurses who were advised by BCCNM that they would need to retake the BSN program in its entirety. The bursaries cover a substantial proportion of the overall costs; however, IENs would still need to pay for some additional costs that would not be \ reimbursed (e.g., Credentialling agency document translation fees and professional licensing exams (NCLEX/REx-PN/RPNCE)).