

Residency Training Agreement: Okanagan Sites

Between: **Interior Health Authority (IHA)** (*hereafter referred to as "IH Pharmacy Services"*)

And: _____
[Name of Pharmacy Resident] (*hereafter referred to as "Pharmacy Resident"*)

This Agreement was made on: _____

WHEREAS:

- A. The Pharmacy Trainee has been accepted into the Pharmacy Practice Residency program with IH Pharmacy Services;
- B. The purpose of becoming a Pharmacy Resident is to obtain the training and orientation necessary to enable the Pharmacy Resident to be qualified for employment as a Clinical Pharmacist (e.g., Grade II Pharmacist, as per Job Description);
- C. IH Pharmacy Services, in affiliation with the University of British Columbia ("UBC"), is accredited by the Canadian Pharmacy Residency Board to provide the training and to certify that the Pharmacy Resident has successfully completed the requisite training;
- D. The parties wish to enter into an Agreement to reflect their mutual rights and obligations under this training and employment agreement.

THEREFORE in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, IH Pharmacy Services and the Pharmacy Resident agree as follows:

1. The Pharmacy Resident will meet all obligations of the Pharmacy Practice Residency program.
2. The Pharmacy Resident will devote all reasonable, sufficient and appropriate amount of his/her time, energy and efforts to successfully completing the required training with IH Pharmacy Services.
3. The Pharmacy Resident will receive benefits as set out in the offer letter for the full time Pharmacy Practice Residency program. Pharmacy Residents offered a position in training with IH Pharmacy Services will have, at their option, the opportunity to select entering the program with or without completing a 1 year return of service contract. Those who choose to accept training with IH Pharmacy Services but decline a 1 year return of service contract at the completion need not sign this contract.
4. As a further inducement for the Pharmacy Resident to receive his/her training with IH Pharmacy Services AND accept a service contract, the Pharmacy Resident will receive a repayable salary of \$16,000 which will be forgiven or recoverable in accordance with paragraphs 6 and 7 below. In addition to the repayable salary, the resident will not be

required to pay a tuition fee (\$15,000) and will receive \$20,000 in wages as stated in the letter of offer. The amount of the repayable salary (\$16,000) and the \$20,000 in wages (total of \$36,000) will be paid to the Pharmacy Resident in regular installments (as determined by Interior Health Authority's Payroll Services) less applicable statutory deductions and income tax. Should the Pharmacy Resident terminate his/her residency at any time during the twelve month period, the above payments will cease and the Resident will owe the appropriate Health Authority any amounts received from the \$16,000 repayable salary, as well as the prorated amount of the \$15,000 tuition fee.

5. The Pharmacy Resident recognizes that the foregoing sum and the waiving of the tuition fee is paid to him/her on a voluntary basis by IH Pharmacy Services. This is also being proposed to encourage the Pharmacy Resident to obtain his/her training with IH Pharmacy Services and to become and remain employed in one of the IH Pharmacy Departments subsequent to the successful completion of the residency program.

6. (a) Once the Pharmacy Resident successfully completes his/her training, IH Pharmacy Services agrees to employ the Pharmacy Resident in a full-time position as a Clinical Pharmacist (Pharmacist II) immediately upon completion of the training if a position is available¹ in an Okanagan site. **For clarity, an Okanagan site is a facility within Interior Health located in the Okanagan corridor and includes Kelowna General Hospital, Vernon Jubilee Hospital and Penticton Regional Hospital.** For clarity, in or around March of each year, the current Pharmacy Residents will be given an opportunity to select from and apply to available positions within these Okanagan sites. If there are no vacancies in the Okanagan sites available, then the resident may be offered a position at a non-Okanagan site. Every attempt will be made to match the Pharmacy Residents to available Okanagan site positions that they have selected. In the event that the Pharmacy Resident has not secured an available regular position within any Interior Health site by May 15 of each year, the Director of IH Pharmacy Services will, at his/her option, allocate a position to the Pharmacy Resident at any IH site following successful completion of their training. IH Pharmacy Services has until the last day of the residency program year to provide a position for the resident. As stated in paragraph 6(e) below, if a position is not available by the last day of the residency, then all amounts will be forgiven and the resident is released from the terms of this contract.

(b) Once regular employment has commenced, the amount referred to in paragraph 4 (a total amount of \$16,000) will be forgiven at the rate of 1/12 per month of completed full time employment and an appropriate prorated amount for part time employment. Employment shall be granted as either temporary (e.g. Maternity Leave Relief) or permanent status.

(c) Should the Pharmacy Resident terminate his/her employment with IH Pharmacy Services prior to the expiry of 12 months from the start of full-time employment, the Pharmacy Resident agrees that a pro-rated amount from the \$31,000 (\$16,000 + \$15,000) is due and owing. For example, should the Pharmacy Resident leave his/her employment at the end of nine (9) months, he/she agrees to repay 3/12 of \$31,000.

¹ An available position is generally one that has become available to external candidates (i.e., no internal candidates)

(d) IH Pharmacy Services values continued education in advanced pharmacy practice. If the Pharmacy Resident terminates his/her employment during the contracted period for the explicit reason of entering a full-time Advanced Pharmacy Practice Residency Program (Year 2 Residency), the Pharmacy Resident will be required to fulfill the terms of this agreement immediately after the completion of the Advanced Pharmacy Practice Residency Program – either in service or repayment. The resident will need to provide the Director of IH Pharmacy Services with proof of enrolment in the program. Upon completion of said Advanced Pharmacy Practice Residency Program, the resident will be provided employment as a Clinical Pharmacist (Pharmacist II) as stated in 6(a). At the discretion of the Director of IH Pharmacy Services, the Pharmacy Resident (and Graduate of Advanced Pharmacy Practice Residency Program) may be considered for other positions if the Pharmacy Resident is adequately qualified, the position is available¹ and terms of the position are agreeable to both parties.

(e) In the event that a position (Okanagan or non-Okanagan) is not available at the completion of the residency or IH Pharmacy Services terminates the employment of the Pharmacy Resident for any reason (with the exception of just cause), any remaining amount will be forgiven.

(f) In the event the resident is terminated for just cause, any amount of repayable salary and wages will be repayable as per paragraph 6(c) above.

7. In the event IH Pharmacy Services offers, and the Pharmacy Resident accepts, part-time employment as a Clinical Pharmacist, the repayable salary amount in paragraph 4, (i.e. \$16,000) will be forgiven at a rate proportionate to the amount of hours worked, (i.e. 0.5 FTE would be paid at a rate of 1/24 per month). Should the Pharmacy Resident terminate his/her employment prior to the expiry of the full term of the service contract, the Pharmacy Resident agrees that any amount from the \$31,000 is due and owing.
8. It is expressly agreed by the parties that casual employment within IH Pharmacy Services does not discharge the obligations and consequences set out in paragraphs 6 and 7 above.
9. This agreement is in effect from the date of signing until the Pharmacy Resident completes the training and the equivalent of one year's employment or the resident repays any amounts under paragraphs 6 and 7.



Residency Training Agreement Signature Page

Between: Interior Health Authority (IHA)

And: _____
[Name of Pharmacy Resident]

Signed and Delivered by ♦ in the presence of:)

_____)

Witness Signature)

_____)

Witness Name)

_____)

Witness Address)

_____)

_____)

_____)

Witness Occupation)

_____)

_____)

_____)

_____)
♦ RESIDENT SIGNATURE

Signed and Delivered by a Representative of
IH Pharmacy Services, in the presence of:

_____)

_____)

Witness Signature)

_____)

Witness Name)

_____)

Witness Address)

_____)

_____)

_____)

Witness Occupation)

_____)
DIRECTOR SIGNATURE