

Residency Training Agreement – NON-METRO Sites

Between: **Fraser Health Authority (FHA); Vancouver Coastal Health Authority-Providence Health Care (VCH-PHC); Provincial Health Services Authority (PHSA)** (*hereafter referred to as "Lower Mainland 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 to the Pharmacy Practice Residency program with Lower Mainland 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 considered for employment as a Clinical Pharmacist (e.g., Grade II Pharmacist as per Job Description);
- C. FHA, VCH-PHC, PHSA, in affiliation with the University of British Columbia ("UBC"), is accredited by the Canadian Hospital 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, the Lower Mainland 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 completing the required training at the Health Authority that he/she is located at during the residency.
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 at either, VCH-PHC, FHA, PHSA will have, at their option, the opportunity to select entering the program with or without completing a 1 year return of service contract. Those choosing to accept training with Lower Mainland 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 Lower Mainland Pharmacy Services AND accept a service contract, the Pharmacy Resident will receive a repayable salary of \$25,000, 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 of \$15,000 and will receive \$15,000 in wages as stated in the letter of offer. A total of **\$40,000** (\$25,000 repayable salary plus \$15,000 in wages) will be paid to the Pharmacy Resident in regular installments (as determined by Fraser Health 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 \$25,000 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 Lower Mainland Pharmacy Services. This is also being proposed to encourage the Pharmacy Resident to obtain his/her training through the Lower Mainland Pharmacy Services and to become and remain employed in one of the Lower Mainland Pharmacy Departments subsequent to the completion of said residency.
6. a) Once the Pharmacy Resident successfully completes his/her training, the Lower Mainland 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 at a non-metro site. For clarity, a non-metro site is a facility **BEYOND the geographic area comprised of the "Greater Vancouver Regional District"**. **Hospital pharmacies in this geographic area include: Abbotsford Regional Hospital, Chilliwack General Hospital, Powell River General Hospital, Squamish General Hospital and St Mary's Hospital.** In or around April of each year, the current Pharmacy Residents will be given an opportunity to select from and apply to available positions in these non-metro sites. If there are no vacancies in these non-metro sites, then the resident is eligible to be matched with an available position at a metro site. Every attempt will be made to match the Pharmacy Residents to available non-metro positions that they have selected. In the event that the Pharmacy Resident has not secured an available position within the Lower Mainland by May 30 of each year, then a Director from the Lower Mainland Pharmacy Services will, at their option, allocate a position to the Pharmacy Resident following successful completion of their training. The Lower Mainland Pharmacy Services has until the last day of the residency to provide a position for the resident. As stated in paragraph 6e 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 \$40,000) 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 a Lower Mainland Pharmacy Services Department prior to the expiry of 12 months from the start of full-time employment, the Pharmacy Resident

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

agrees that any amount from the \$40,000 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 \$40,000.

d) The Lower Mainland 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 two year post graduate Doctor of Pharmacy degree, the Pharmacy Resident will be required to fulfill the terms of this agreement immediately after the completion of the two year Doctor of Pharmacy Program – either in service or repayment. The resident will need to provide a Director within the Lower Mainland Pharmacy Services with proof of enrolment in the program. Upon completion of said Doctor of Pharmacy degree, the resident will be provided employment as a Clinical Pharmacist (Pharmacist II) as stated in 6 a. At the discretion of a Director within the Lower Mainland Pharmacy Services, the Pharmacy Resident (and Graduate of Doctor of Pharmacy 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 Lower Mainland Pharmacy Services position (non-metro or metro) is not available at the completion of the residency or the Lower Mainland 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 6c above.

g) If in the first year of full time employment the resident takes a position at a metro site from the non-metro site they are working at, the resident will repay \$10,000 of the repayable salary. If the resident is in a part time position at a non-metro site, the duration will be prorated based on the number of hours worked. For example, if the resident is working 0.5 FTE, then the duration will be a total of 2 years. If the resident transfers from a non-metro site to a different non-metro site, then they will be exempt from returning the repayable salary.

7. In the event a Lower Mainland Pharmacy Services offers and the Pharmacy Resident accepts part-time employment as a Clinical Pharmacist, the repayable salary amount in paragraph 4, (i.e. \$40,000) 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 with Lower Mainland Pharmacy Services prior to the expiry of the full term of the service contract, the Pharmacy Resident agrees that the appropriate prorated amount from the \$40,000 is due and owing.
8. It is expressly agreed by the parties that casual employment within the Lower Mainland 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 above.

Residency Training Agreement Signature Page

Between: **Lower Mainland Pharmacy Services**

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 the)
Lower Mainland Pharmacy Services, in the presence)
of:)

Witness Signature)

Witness Name)

Witness Address)

Witness Occupation)

DR. ADIL VIRANI
MANAGER, LOWER MAINLAND PHARMACY
SERVICES