

## **LAND LEASE & JOINT VENTURE AGREEMENT**

THIS AGREEMENT DATED this 20th day of June, 2018

BETWEEN:

**South-East Grey Community Health Centre**  
(hereinafter referred to as the “CHC”)

- and -

**The Corporation of the Township of Southgate**  
(hereinafter referred to as the “Township”)

**(collectively referred to as the “parties”)**

WHEREAS the Township is the owner of vacant land in the Village of Dundalk and has a desire to develop partnership to increase access to health care and social services in the community;

AND WHEREAS the Dundalk and area communities are living through access challenges to local health services, community growth and anticipating many impactful changes. As a result, there will be residents that will be negatively affected and further marginalized if the parties do not develop a health services growth plan over the next 4 to 7 years. Given the mandate of the CHC in providing health and wellness services and programs to local marginalized communities, this partnership is well founded.

AND WHEREAS the CHC is interested in continuing to increase capacity of the Rural Health and Social Services Dundalk Hub within the Township of Southgate area that will improve access to care and access to social services long term for the residents of the catchment area;

AND WHEREAS coordination of care across the continuum and the timely access to a patient’s primary care provider is of significant importance in improving health outcomes;

AND WHEREAS there are a number of barriers the residents of Grey and Bruce Counties face in being able to access social services;

AND WHEREAS the signatories to this agreement offer to assist in the growth of the aforementioned Rural Health and Social Services Hub;

NOW THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations, set forth herein, and for the mutual reliance of the parties hereto, the parties hereby agree to establish a Rural Health and Social Services Hub with the following characteristics and on the following terms:

## **1. Scope of Clinical Practice(s)**

### **1.1 The South East Grey CHC will;**

- a) Create timely access to primary care, mental health services, social services, and homecare services by coordinating care between the parties and through other health and social services agencies;
- b) Coordinate with area hospitals to ensure post discharge patients in a timely manner;
- c) Work with the area Health Links partners to ensure a consistent approach to patient care;
- d) Coordinate community services in a manner that exceeds residents' and users' expectations; and
- e) Ensure that all services are delivered in an efficient and effective manner.

## **2. Services Provided by CHC:**

### **2.1 The South East Grey CHC shall:**

- a) Provide CHC Board approval for a Community Health Clinic construction project for a 10,000 to 12,000 square foot Medical Centre in Dundalk;
- b) Apply to the Ministry of Health for capital funding for the Community Health Clinic construction project in Dundalk;
- c) Apply to the Local Health Integration Network (LHIN) for Clinic operation dollars as a Medical Centre/Health Clinic as a Primary Care Facility;
- d) Fundraise for the required Medical Centre/Health Clinic equipment required for the facility as a primary health care facility;
- e) Manage the day to day operations of the facility and are responsible for financial commitments, management and public reporting through their Board of Directors;
- f) Offer primary care services through physicians, nurse practitioners and various allied health professionals;
- g) Offer an array of community programs to seniors and youth as established in another agreement;
- h) Seek out opportunities that may arise for non-signatories to this agreement to further expand and align their services in a manner that improves the quality and scope of services being offered;
- i) Be responsible for managing the snow removal, grass cutting and cleaning of the site property related to property maintenance; and
- j) Ensure that this agreement does not require organizations to integrate in any manner that may affect their identity, integrity or service mandate.

**3. Services Provided by Township:**

3.1 The Township of Southgate shall:

- a) Provide vacant property at the north-east corner of Dundalk and Grey Streets in the Village of Dundalk for the purposes of the CHC using the property to construct a Medical Centre/Health Clinic as a primary health care facility for the community.

**4. Ongoing Review**

4.1 The parties agree to review this Agreement at least every two years, upon request by any one party, to ensure the terms contained herein continue to be relevant and accurate.

**5. Insurance.**

5.1 The CHC will maintain comprehensive insurance in and will indemnify and save harmless the Township in relation to the CHC's operations offering primary medical care services and external building maintenance.

5.2 The CHC will maintain comprehensive insurance and will indemnify and save harmless the Township of Southgate who is acting as a landowner only.

5.3 The definition of comprehensive insurance the CHC shall carry to indemnify shall identify their specific needs based on their operations and the Township their insurance requirements of the CHC in the following areas:

- i. Commercial general liability insurance naming the additional insured;
- ii. Medical malpractice insurance;
- iii. Professional liability if there are accounting and professional administration duties being performed at the Clinic;
- iv. Cyber liability if medical records will be stored/shared electronically at the Clinic; and
- v. All physicians, nurse practitioners and health professionals shall be required to show proof of medical malpractice insurance.

5.4 The CHC will complete the attached "Schedule A" document titled "CHC Annual Proof of Insurance Report" as part of this Agreement on an annual basis to identify and provide the Township proof of the insurance they shall carry to comply with this Agreement.

**6. Extensions and/or Renewals of Agreement:**

- 6.1 This Agreement is for a ten (10) year term, or when the Lease has been terminated, whichever is earlier.
- 6.2 This Agreement shall be extended and/or renewed provided the CHC continues to deliver the Medical Centre/Health Clinic service established in this agreement through such extensions or renewals agreements are agreed to in writing by the parties.
- 6.3 Should it be deemed that the covenants of this agreement are not being adhered **to in the spirit of** the partnership and is no longer fulfilling the identified **basic goal of providing to the primary health care services to the Dundalk Community**, or other related operational or business reasons this agreement may be dissolved by any of the parties to this Agreement upon six (6) months written notice and the Lease shall then be terminated contemporaneously at the end of the said notice period.

**7. Arbitration.**

- 7.1 All parties shall refer all matters in difference between the parties in relation to this Agreement to the arbitration of a single arbitrator agreed upon by a majority of the parties. The award and determination of this arbitrator is binding upon the parties and their respective heirs, executors, administrators, and assigns.

**8. General Terms**

- 8.1 *Independent Contractors.* The parties agree that each of them is contributing to the Venture as an independent contractor. Nothing contained in this Agreement shall be regarded or construed as creating any other relationship (whether by way of employer/employee, agency, association, or partnership) between the parties. No party has the authority to contractually bind the other party (whether as partner, agent or otherwise) or deal with any property belonging to the other party except as set out in this Agreement. No party shall be vicariously liable for the torts committed by the other.
- 8.2 *Governing Law.* This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- 8.3 *Assignment.* No party may assign this Agreement, or any interest in the Venture contemplated herein, without the other party's written consent, which consent may not be withheld unreasonably.
- 8.4 *Enurement.* This Agreement shall enure to the benefit of the parties' heirs, successors, estate trustees and permitted assigns.
- 8.5 *Notices.* Notices hereunder shall be in writing and will be sufficiently given if delivered personally or by registered mail to following addresses:

To the Township:

Name: Township of Southgate  
Address: 185641 Grey Road #9 – RR#1  
Dundalk, Ontario N0C 1B0  
Contact Person: Dave Milliner  
Phone #: 519-923-2110  
Email: [dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)

To the CHC:

Name: South East Grey Community Health Centre  
Address: 55 Victoria St,  
Markdale, Ontario N0C 1H0  
Contact Person: Al Madden or Theresa Baker  
Phone #: 519-986-2222  
Email: [allan.maddern@segchc.ca](mailto:allan.maddern@segchc.ca) or  
[theresa.baker@segchc.ca](mailto:theresa.baker@segchc.ca)

Notice may also be delivered by facsimile, electronic mail or other electronic transmission if the sending party has written evidence that the notice was in fact delivered. Such evidence may include (without restricting the generality of the foregoing) a fax confirmation, an automated e-mail delivery receipt confirmation or a message sent by the receiving party confirming receipt of the notice.

**IN WITNESS WHEREOF** the parties identified herein, have affixed their corporate seals attested by the hands of their duly authorized officers in that behalf.

**SOUTH EAST GREY COMMUNITY  
HEALTH CENTRE**

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
*Allan Madden,  
Executive Director  
I have authority to bind the Corporation.*

**TOWNSHIP OF SOUTHGATE**

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
*Anna-Marie Fosbrooke,  
Mayor,  
I have authority to bind the Corporation.*

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
*Joanne Hyde,  
Clerk,*

*I have authority to bind the Corporation.*

**Schedule A**

**SEGCHC Annual Proof of Insurance Report**

Facility: Dundalk Medical Centre/Health Clinic Primary Care Facility

Address: Dundalk Street North, Dundalk, Ontario

Reporting Year: \_\_\_\_\_

**Insurance Coverage Requirements Checklist:**

- ☐ Indemnification and Hold Harmless Insurance
- ☐ General Liability Insurance
- ☐ Medical Malpractice Insurance
- ☐ Professional Liability Insurance confirmation by the CHC for the following Practitioners:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

- ☐ Data Liability Insurance

**Note:** The insurance coverage required above shall provide the associated clause and compliance listed below.

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**1. Indemnification and Hold Harmless Clause**

The Supplier shall defend, indemnify and save harmless (*identify the Township*) its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly

attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

The Supplier agrees to defend, indemnify and save harmless (*identify the Township*) from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

## **2. General Liability Insurance Clause**

General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$\_\_\_\_\_. The policy shall be endorsed to include each party to the agreement as an additional insured with respect to the Mutual Aid Ambulance Services as per the signed agreement. The policy shall further be endorsed to include:

- (a) cross-liability,
- (b) contractual liability,
- (c) personal injury, and
- (d) Non-owned Automobile Coverage with a limit of not less than \$\_\_\_\_\_ and shall include contractual non-owned coverage.

## **3. Medical Malpractice Insurance Clause**

Medical Malpractice with a limit of not less than \$\_\_\_\_\_. The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy referenced above.

## **4. Professional Liability Insurance Clause**

The (Professional ) shall take out and keep in force Professional Liability insurance in the amount of \$\_\_\_\_\_ providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the CHC, the Township. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the (Professional) at the (Professional's) sole expense.

## 5. Data Liability Insurance Clause

Data liability/Network Security coverage, underwritten by an insurer licensed to conduct business in the Province of Ontario and in an amount not less than \$\_\_\_\_\_. Coverage is to respond to but not be limited to the following occurrences:

- i. Privacy violations as a result of but not limited to unauthorized access to or dissemination of private information; failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use and accuracy. Coverage shall extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy.
- ii. Network Security to protect against incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within the Contractor's computer network or other third party computer information systems and will further include expenses related to third party computer forensics.
- iii. Data Breach Expenses including crisis management and credit monitoring expenses related to electronic and non-electronic breaches.

The policy shall be maintained continuously during the term of this Agreement and for an additional (two) years after the termination or expiration of the Agreement. If coverage is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request an Extended Reporting Endorsement be purchased by the CHC at the CHC's sole expense. The term of the Extended Reporting Endorsement will be decided by the Township and CHC.

Report is for the 12 month period of \_\_\_\_\_ to \_\_\_\_\_.  
month day month day

\_\_\_\_\_  
SEGCHC Report Approval:

\_\_\_\_\_  
Date: