THIS AGREEMENT is made this day of , 2017

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF NORWICH

(Hereinafter referred to as the “Township”)

and

DR. JENNIFER JEFFRIES

(Hereinafter referred to as the “Practitioner”)

WHEREAS the Township owns a facility, known as the Dr. Russell M. Hall Family Medical Centre (the “Centre”), which provides medical office space and support services to medical professionals;

AND WHEREAS the Practitioner wishes to occupy supported medical office space at the Centre;

AND WHEREAS the Parties have settled the particulars of this occupancy arrangement as follows:

1. **Area of Occupation:** The Practitioner has the right to occupy the area shown on Schedule “A” to this Agreement for the for the purpose of operating a medical practice.

2. **Term:** This occupancy agreement runs for FIVE (5) years from _____ 2017 to ______, 2022 and does not automatically renew.

3. **Occupancy Charges:** The Practitioner shall pay the Township the sum identified and in the manner described on Schedule “B” to this Agreement, for occupancy in the Centre and support services.

4. **Support Services:** The Township agrees to provide the support services listed on Schedule “C” to this Agreement, to the Practitioner, during the Term.

5. **Optional Services:** The Practitioner has the right to purchase additional services from the Township or from third party vendors, during the Term. Each purchase shall be on the account of the Practitioner.
6. **Winding Up:** When, for any reason, the Practitioner ceases to practice at the Centre, the Parties agree that each shall use its best efforts to ensure the orderly transfer of patient care responsibilities through:
   a. facilitating the transfer of patient records, where applicable;
   b. providing such notice to patients as may be required under the circumstances;
   c. accounting for all funds payable or received;

The Practitioner shall be responsible for the transfer of personal items from the practice. Patients are responsible for the cost of printing of records to bring or send to another practice. The Practitioner will negotiate directly with Telus or its successor directly for transfer of electronic records from one practice to another, if that should be required. The Township shall be responsible for the cost of notifying patients of the Practitioner's departure from the Centre. The manner of notification shall be at the Township's sole discretion, as long as it meets the requirements of the College of Physicians and Surgeons of Ontario at the time of notification. Any other expenses which either party expects the other to be responsible for shall be mutually agreed upon before they are incurred. There will be no charges directly to the Practitioner relating to the transfer of existing patients to a new practice. Fees to applicable patients may apply.

7. **Duty to Repair:** The Township has the obligation to keep the Centre in a fit state of repair, except in cases of damage caused deliberately or as a result of neglect, in which case the Practitioner is responsible for repair of such damage.

8. **Budget Input:** The Practitioner may provide input to the Township during the preparation of the Centre’s operating budget with respect to the costs incurred in running the Centre and the Township will consider the input provided.

9. **Termination With Cause:** Either party may terminate the Agreement for cause with written notice of not less than ninety (90) days. “Cause” comprises any one or more of the following: the non-payment of occupancy charges, a failure to repair, suspension or revocation of the Practitioner’s right to practice, the interference with the rights of other occupants, the contravention of a law by the Party being notified, in a case where such contravention is relevant to the occupancy.

10. **Termination Without Cause:** Either party may terminate the Agreement without cause with written notice of not less than four (4) months.

11. **Arbitration:** The Parties hereby consent to the arbitration of any difference or complaint between them, pursuant to the provisions of the Arbitration Act.

12. **Binding:** This Agreement shall enure to the benefit of, and be binding upon the Parties and their respective successors and (where permitted) assigns.

13. **Notice:** Any notice or any other communication required or permitted to be given under this Agreement shall be in writing and, unless some other method of giving the same is accepted by the person to whom it is given, shall be given by registered mail or by being delivered to the person to whom it is to be given at the appropriate address set out below:
To the Township:
285767 Airport Road
Norwich, Ontario
NOJ 1P0

To the Practitioner:
35 Harwood Street
Innerkip, ON
NOJ 1M0

or such other address as may be furnished by such person, and such notice or other communication shall be deemed effective, as the case may be, at the time of delivery thereof or four (4) business days after the date of mailing thereof.

14. **Number and Gender:** In this Agreement, unless the contrary intention appears, words importing only singular number or masculine gender shall include more persons, parties or things of the same kind than one and the feminine and neuter gender.

15. **Severability:** If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires of the Township, then such provision shall conclusively be deemed to be severable and the remainder of the Agreement mutatis mutandis, shall be and remain in full force and effect.

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

SIGNED, SEALED AND DELIVERED in the presence of

THE CORPORATION OF THE TOWNSHIP OF NORWICH

Mayor

CAO/Clerk

The Practitioner

Signature

Name
Schedule A - Area of Occupation, Norwich Medical Centre
Schedule B – Occupancy Charges, Fees and Payments

Occupancy charges and fees shall be based on a 75/25 split. The physician will receive 75% of all gross income, inclusive of all OHIP, WSIB, Direct, Third Party, and Family Health Organization payments, patient care bonuses, and any other patient or practice related income. The remaining 25% will be payable to the Township of Norwich.

All payments are net 30 days. Overdue accounts shall be subject to a 1.25% interest penalty on all outstanding balances on the first day of each month.

Gross income to be split with the Township of Norwich shall not include any income earned by the physician for medical or other services provided by the physician outside the medical practice operated at the Centre or as part of the affiliation with the Family Health Organization or successor, unless such payments are administered by the Centre.

The Township will reconcile costs associated with the practitioners operations on an annual basis. Any surplus funds received from the practitioner, as calculated by the Township over the full term of this agreement, will be refunded to the practitioner after the termination date.
The Township of Norwich will provide the Physician with a turnkey operation. The Township shall provide all staff, services, equipment and facilities reasonably necessary and proper for the Physician to carry on the practice of family medicine at the Norwich Medical Centre.

Facilities: The Township will provide non-exclusive use of office space, two examination rooms, and shared treatment areas, either at the current location as outlined in Schedule A, or an alternate location.

Supplies & Equipment: The Township will provide all furniture, supplies, and equipment reasonably necessary and proper for the physician to practice family medicine.

Staffing: Administrative staff shall book appointments (according to the Physician's preferred method of scheduling), administer and reconcile billings, collect fees, and perform regular secretarial office duties. Clinical staff shall be recruited and provided to the physician at coverage levels consistent with the physician's clinical care hours. Regular clinical staffing shall be, at minimum, a Medical Assistant or similarly qualified individual with appropriate training consistent with the needs and requirements of a typical family practice.

All furniture, equipment, instruments, facilities, supplies, and services provided by the Norwich Medical Centre shall remain the property of the Centre.

Physicians are responsible for all expenses related to acquiring and maintaining a medical license in Ontario, including but not limited to: professional liability insurance, memberships and dues for medical associations, colleges, societies, etc., personal insurances (life, disability, etc.), personal automobile expenses, books, periodicals, and professional education costs.