



**BOARD MEMBER  
ORIENTATION  
MANUAL**

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## **BACKGROUND**

Shoreham Village is located at 50 Shoreham Village Crescent off Highway 3 in Chester. It is part of a 14 acre property that also houses Seniors Apartments and a Health Resource Center, both of which are governed by a separate Board of Directors.

Shoreham Village Senior Citizens Association is a nonprofit charitable organization that operates a nursing home to provide long term care to older adults. It was founded in 1974 by a group of local citizens to accommodate the needs of a growing aging population in the area.

Today Shoreham Village is home to 89 residents, one Respite Bed and a Palliative Care Bed. Individuals residing at Shoreham are directly cared by a multidisciplinary team consisting of physicians, registered nurses, licensed practical nurses, continuing care assistants, dietitians, physiotherapy, occupational therapy, recreation and pastoral care. In addition a variety of support services (e.g. environmental, laundry, maintenance, food service) enhance the overall service and quality of life for our residents.

Shoreham is licensed and inspected by the Department of Health and Wellness. Shoreham is largely financed through daily accommodation rates set by the Department of Health and Wellness.

However, Shoreham receives exceptional support from our community to help maintain a high quality of life and standard of care for our residents. The Shoreham Village Foundation has a long history of fundraising and developing relationships with our community and donors. They have supported Shoreham in obtaining personal items for residents, recreational activities, furniture, as well as improvements to our building. We are extremely grateful for their support.

The Shoreham Village Ladies Auxiliary was established in 1979 to help with the needs of Shoreham Village residents. For over 30 years the Auxiliary raised funds and hosted activities to support the quality of life for residents.

Over the years the Auxiliary hosted fundraising activities that helped to purchase needed items for our residents, equipment needs and a number of special projects. They hosted Annual Christmas parties which included an afternoon of music, family and friends and special celebrations such as Birthday parties. They filled stockings for residents at Christmas each year and purchased an endless list of items. They provided funds to support Resident Outings and Resident Christmas Hair Cuts. The Auxiliary helped us to reestablish the Shoreham Village Store. After 30 years of tireless effort, the Auxiliary decided to wind down in January 2019. The Ladies Auxiliary has been such an important part of our history and has played a crucial role in raising the community's awareness regarding the challenges faced by our residents and organizing the community to support our efforts.

Due to growing fiscal and service delivery expectations, in 2015 the Shoreham Board of Directors issued an RFP to pursue a partnership with another long term care provider. In January 2016, the Board of Directors entered in to an agreement with Northwood for a shared CEO. Through this agreement, the CEO and team at Northwood provide leadership to the local team and are accountable for all operational aspects including resident care, human resources, financial services, communications and clinical support.

At Shoreham, we respect the aging process and believe in our residents' right to make their own choices. We strive to provide physical, emotional, social and spiritual support to ensure our residents feel fulfilled.

Through their commitment to serving others, our team of volunteers significantly contributes to the quality of life of our residents – as well as supporting our staff. Working side by side our 175 dedicated employees, they are an integral part of our Shoreham family.

Shoreham greatly values the active participation of family and friends of our residents and our community overall. We encourage activity and communication among the generations both inside and outside our facility to build relationships that benefit all. It is the collaborative efforts of residents, family members, staff, volunteers and the broader community that give Shoreham the feeling of “home” for which we are known.

## **OUR VISION**

A leader in excellence and innovation in Long Term Care.

## **OUR MISSION**

To provide a high quality living experience for those who call Shoreham home.

## **OUR VALUES**

Integrity	Being honest, ethical, respectful, open and transparent.
Quality	Ensuring a high quality, safe and caring environment within our resources.
Teamwork	Embracing diversity and fostering innovation and creativity through teamwork, collaboration and partnerships.
Joy and Fun	Creating a comfortable, enjoyable environment where residents and their families are the focus and staff and volunteers are recognized and valued.

## **STRATEGIC PRIORITIES**

- Residents
- Engagement – All Stakeholders
- New Facility

**MEMBERS OF THE BOARD OF DIRECTORS**

<i>Alice Leverman, Chair</i>	902-277-1946	leverman81@gmail.com
<i>Patsy Brown, Vice Chair</i>	902-275-5175	patsybrown.rincon@gmail.com
<i>Nancy Timbrell-Muckle, Director</i>	902-275-3073	nancytm4@gmail.com
<i>Elizabeth Finney, Director</i>	902-275-4630	efinney@bellaliant.net
<i>Joseph Green, Director</i>	902-275-3024	josephdanielgreen@yahoo.ca
<i>Wayne Arnold, Director</i>	902-273-2096	warnold49@gmail.com
<i>Andrew Snyder, Director</i>	902-298-2554	andrew.snyder@sobeys.com

**SHOREHAM VILLAGE and NORTHWOOD PARTNER LEADERSHIP TEAM**

<i>Janet Simm</i> <b>Chief Executive Officer</b>	902-275-5631 ext. 234 j.simm@shorehamvillage.com
<i>Kim Croft</i> <b>Nursing Services Manager</b>	902-275-5631 ext.242 k.croft@shorehamvillage.com
<i>Angela Cain</i> <b>Nursing Services Manager</b>	275-5631 ext.246 a.cain@shorehamvillage.com
<i>Gaye Ernst</i> <b>Manager of Support Services</b>	275-5631 ext. 227 g.ernst@shorehamvillage.com
<i>Niki Rodenhizer</i> <b>Manager of Recreation and Volunteer Services</b>	902-275-5631 ext. 235 n.rodnhizer@shorehamvillage.com
<i>Melissa Houghton</i> <b>Manager of Nutrition Services</b>	902-275-5631 ext. 229 m.houghton@shorehamvillage.com
Northwood	
<i>Caroline Campbell</i> <b>Corporate Director of People Services</b>	902-240-3141 caroline.campbell@nwood.ns.ca
<i>Reinhard Jerabek</i> <b>CFO/COO</b>	902-483-4964 rjerabek@nwood.ns.ca

*Brandon Meisner*  
**Director of Infrastructure  
Services**

902-223-6659  
***brandon.meisner@nwood.ns.ca***

*Josie Ryan*  
**Executive Director of  
Long Term Care**

902-454-3389  
***jryan@nwood.ns.ca***

*Jennifer Tucker*  
**Clinical Practice Manager**

902-223-9639  
***jtucker@nwood.ns.ca***



This Agreement renewed as of the     day of     , 2019

Between

**SHOREHAM VILLAGE SENIOR CITIZENS ASSOCIATION - Duly incorporated under the Societies Act of  
Nova Scotia**

Hereinafter referred to as "Shoreham"

OF THE FIRST PART

AND

**NORTHWOOD SUPPORT SERVICES INCORPORATED, a body corporate**

Hereinafter referred to as "Northwood"

OF THE SECOND PART

Whereas Shoreham and Northwood are non profit organizations providing long term care services;

And whereas Shoreham, in support of its objectives, has determined a need for a long term agreement to provide operational support/management services;

And whereas Northwood has agreed to enter into this Agreement to provide such operational support /management services to Shoreham in a manner consistent with Shoreham Board of Directors Policies, By Laws and Strategic Priorities, all as of 2016, and in alignment with Shoreham's Mission, Vision and Values;

And whereas Shoreham has agreed, by Board motion on July 28, 2015, to enter into this Agreement with Northwood for such support/services;

And whereas the parties agree that quality, safety and risk management for residents and employees are vital concerns and priorities;

And whereas the President and Chief Executive Officer (CEO) shall be granted the authority and shall retain the responsibility throughout the term of this Agreement to manage the operations of Shoreham on a day to day basis in accordance with existing practices and within available resources. The President and CEO shall be accountable to report to the Shoreham Board of Directors and in particular to notify the Board of critical events /issues as they occur;

Therefore, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Shoreham and Northwood hereby covenant and agree, each with the other, as follows:

**1. AGREEMENT**

- a) Shoreham hereby enters into this Agreement with Northwood and appoints Northwood's President and CEO as Shoreham's President and CEO to provide operational

support/management services to Shoreham as directed by the Shoreham Board of Directors and within available resources according to the terms and conditions contained in this Agreement and the Schedules that are attached to it and which form part of this Agreement.

- b) The Shoreham Board of Directors and the Northwood Board of Governors shall evaluate the performance of the President and CEO based on mutually agreed expectations. A member of the Shoreham Board of Directors shall participate as a full member of the selection committee when and howsoever often Northwood chooses a new President and CEO.
- c) This Agreement is subject to the modification and termination rights of the Parties as are set out herein.

## 2. RESPONSIBILITIES OF NORTHWOOD

- a) The President and CEO agrees to undertake the duties and be responsible for all operational aspects of Shoreham, as directed by the Shoreham Board of Directors including, without limitation, resident care, human resources, financial services, communications and clinical support and as otherwise is outlined in this Agreement and its Schedules, within available financial and human resources.
- b) The services provided by Northwood will be administered by the President and CEO, whether employees or contractors, as may be deemed necessary by the President and CEO, and provided such supports are within available financial and human resources available to Shoreham.
- c) Northwood shall adhere to the terms of any prevailing agreements that Shoreham has with third parties, including Shoreham Village Senior Citizens Apartments Association, Canada Mortgage and Housing Corporation (Mortgages and Operating Agreements), Housing Development Corporation (Mortgages) and the Nova Scotia Health Authority (Service Agreement) and will, in addition, adhere to and cause Shoreham to adhere to all other agreements that may be disclosed to Northwood by Shoreham from time to time. Northwood shall immediately advise Shoreham if Northwood becomes aware of any breach or anticipated breach of any such agreements.
- d) It is acknowledged and agreed that any contracts, agreements, or obligations of any kind entered into by the President and CEO, with third parties and related to the discharge of the responsibilities hereunder, shall be entered into by the President and CEO as agent on behalf of Shoreham and, excepting as mandated by this Agreement or in the case of its gross negligence, Northwood shall have no liability whatsoever with respect to the obligations or the terms of any such contract, agreement or obligation.

**3. RESPONSIBILITIES OF SHOREHAM**

- a) During the term of this Agreement, the Shoreham Board of Directors agrees to appoint the President and CEO of Northwood from time to time as President and CEO of Shoreham and Shoreham shall take all corporate steps as are necessary to effect such appointment.
- b) Shoreham shall provide Northwood with all available contracts, documents, records and other material deemed by Northwood to be required to carry out its responsibilities under this Agreement.
- c) Shoreham Board of Directors shall give authority to the President and CEO for the preparation and management of the annual Shoreham Board of Directors approved budget, which budget shall include all operational costs, including third party service providers, as contemplated by this Agreement.
- d) Shoreham shall and does hereby grant to the President and CEO full authority to enter into such agreements and contracts as agent for Shoreham and in its name, which the President and CEO reasonably determines, in his or her discretion, are required for the efficient and effective carrying out of the responsibilities hereunder; and
- e) Shoreham shall retain its license to operate under the Department of Health and Wellness, retain its Service Agreement with South Shore Health (now the Nova Scotia Health Authority), maintain its name and brand in the community, remain an autonomous and independent organization and, subject to the terms of this Agreement, with its full right to govern.

**4. INDEMNIFICATION AND INSURANCE**

- a) Shoreham hereby indemnifies and saves Northwood harmless from and against any and all actions, claims, costs, liability, loss or damage which Northwood may sustain, incur or be put to by reason of or arising out of this Agreement and from liabilities and injuries suffered by any employee of Northwood or other persons. Nothing herein shall place any obligation on Shoreham to indemnify Northwood for or on account of any loss or damages suffered as a result of the gross negligence or wilful misconduct, misrepresentation or non disclosure on the part of Northwood, its employees or agents.
- b) Northwood hereby indemnifies and saves Shoreham harmless from and against any and all actions, claims, costs, liability, loss or damage which Shoreham may sustain, incur or be put to by reason of or arising out of this Agreement and from liabilities and injuries suffered by any employee or other persons. Nothing herein shall place any obligation on Northwood to indemnify Shoreham for or on account of any loss or damages suffered as a result of the gross negligence or wilful misconduct, misrepresentation or non disclosure on the part of Shoreham, its employees or agents.
- c) Shoreham shall carry, at its own expense, adequate insurance (professional and commercial liability insurance, with a minimum limit of liability of not less than \$5,000,000) to protect Northwood, in the same manner as Shoreham is protected, against third party liability arising out of the use of Shoreham's premises or the carrying out of the responsibilities by Northwood in this Agreement, including as specified in the Schedules hereto. Such insurance coverages shall also include business interruption insurance and shall be in a form and content as required by Northwood, acting reasonably.

- d) Northwood shall carry, at its own expense, adequate insurance (professional and commercial liability insurance, with a minimum limit of liability of not less than \$5,000,000) to protect Shoreham, in the same manner as Northwood is protected, against third party liability arising out of its use of Shoreham's premises or the carrying out of the responsibilities by Northwood in this Agreement, including as specified in the Schedules hereto. Such insurance coverages shall be in a form and content as required by Shoreham, acting reasonably.
- e) Shoreham shall ensure that Northwood is named as an Additional Insured under Shoreham's commercial insurance policy and that the terms of that policy provide for coverage sufficient to address the requirements of this Agreement. Shoreham shall provide Northwood with a copy of its insurance coverages as of the date of execution hereof and every annual renewal thereof.
- f) Northwood shall ensure that Shoreham is named as an Additional Insured under Northwood's commercial insurance policy and that the terms of the policy provide for coverage sufficient to address the requirements of this Agreement. Northwood shall provide Shoreham with a copy of its insurance coverages as of the date of execution hereof and every annual renewal thereof.

## 5. AUTHORITY

Shoreham shall ensure that, at all times, it shall have received such consents and directions necessary for the President and CEO to have the authority to discharge the responsibilities and to carry out the terms of this Agreement. The President and CEO shall at all times be entitled to rely upon and have the obligation to act upon the instructions of the Shoreham Board of Directors. All Shoreham staff will be required to report directly to the President and CEO or as otherwise delegated by the President and CEO.

## 6. RECORDS

- a) All copies of records, reports and documents provided to Shoreham shall be the property of Shoreham.
- b) Northwood shall maintain full and complete records of all activities performed in accordance with the Schedules to this Agreement and Shoreham shall at all times have access to such records as required.
- c) Northwood and Shoreham shall, at all times, be entitled to disclose the existence of this Agreement to third parties.

## 7. DEFAULT

The parties agree that each of the following shall constitute an event of default:

- a) Should either party breach any term, condition, covenant or obligation under this Agreement.
- b) Should either party become insolvent or make an application or have a petition issued under the *Bankruptcy and Insolvency Act* or *Companies' Creditor Arrangement Act*.
- c) Should the Shoreham Board of Directors refuse to approve the annual budget.

- d) Should the Department of Health and Wellness (N.S.) refuse to fund the operations of Shoreham.
- e) Should Northwood be prevented, for any reason, and of which Northwood shall be the sole judge, from diligently carrying out its duties and responsibilities in an efficient and timely basis and in accordance with its operational and management policies from time to time.
- f) Should Northwood not receive any payment as contemplated by the Shoreham Board of Directors approved budget as and when such payment is due.
- g) Should the Shoreham Board of Directors not approve of the appointment of the Northwood President and CEO from time to time.

**8. TERM AND TERMINATION**

- a) The term of this Agreement shall begin on June 19, 2019 and shall continue until terminated by either party.
- b) Either Party may, at any time and without cause, give to the other Party twelve (12) calendar months' written notice of termination of this Agreement and such notice period will begin on the first day of the calendar month following delivery of such written notice unless the notice is delivered on the first business day of a calendar month, in which case the notice period will begin on that day.
- c) In the event of default of performance by either party, including as set out in paragraph 7 hereof, the other Party may give six (6) months written notice ("Default Notice") of such default, such notice period to begin on the first day of the calendar month following delivery of the Default Notice. If the default has not been remedied within the 6 months from the date of the Default Notice, ("Termination Date"), this Agreement shall be deemed to have been terminated as of the Termination Date excepting with respect to compensation due to Northwood which shall continue to be paid on a pro rata basis during any transitional period thereafter and until Northwood duties and responsibilities under this Agreement have ceased.
- d) As of the Termination Date:
  - i) The Parties shall retain all rights and remedies arising from an event of default;
  - ii) All obligations of Northwood shall cease and Shoreham shall assume the obligations of any and all contracts which Northwood has made in carrying out this Agreement;
  - iii) Northwood shall, within sixty (60) days of the Termination Date, render a final accounting to Shoreham;
  - iv) Northwood shall within thirty (30) days of the Termination Date, surrender and deliver to Shoreham all contracts, records, files and other information in its possession relating to Shoreham, including structural or other diagrams of the alterations or improvements to the property made during Northwood's tenure.

**9. RESOLUTION OF DISPUTES**

- a) Excepting with respect to paragraphs 7(b) and (c), in the event that the Parties encounter a disagreement as to the interpretation or implementation of this Agreement, they will first attempt to resolve the matter through discussions between the Parties or individuals appointed in their place specifically for the purpose of attempting reconciliation of any such disagreement. In the event that reconciliation cannot be met, the Parties agree the Chair of the Shoreham Board of Directors and the Chair of the Northwood Board of Governors shall further attempt to reconcile any difference of views and failing which, either party may elect to resolve the disagreement through arbitration as set out below.
- b) After making reasonable attempts to resolve any matter in the manner provided for in clause (a) above and should a disagreement or dispute between the Parties with respect to the interpretation or implementation of this Agreement persist, it shall be arbitrated as follows: an arbitration panel will be struck consisting of three (3) members - one (1) to be nominated by Shoreham, one (1) to be nominated by Northwood and one (1) to be nominated by consensus of the first two aforementioned nominees. The determination of this panel shall be final and binding on the Parties. Each party shall bear their own costs and shall equally share the costs of the panel.
- c) It is understood and agreed that the defaults set out in paragraphs 7 (b), (c) and (g) shall not be subject to arbitration or bi-party resolution but shall, at the option of either party, be grounds for termination of this Agreement.

**10. AGREEMENT BINDING**

This Agreement shall be binding upon the Parties, their executors, administrators and successors and permitted assigns.

**11. HEADINGS**

The headings of the clauses and sub clauses in this Agreement have been inserted for convenience and reference and in no way define, limit or enlarge the scope or meaning of this contract.

**12. INVALID PROVISIONS**

In the event that any provision of this Agreement contract, or any part thereof, shall be found to be invalid, the remainder of this Agreement contract shall be binding on the Parties and it shall be construed that the invalid provision or part thereof had been deleted from this Agreement.

**13. ENTIRE AGREEMENT AND AMENDMENT**

It is agreed there is no representation, warranty, collateral agreement or condition between the Parties affecting this Agreement.

**14. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties.

The Parties have executed this agreement by the signature of their authorized representatives on the 19 day of June, 2019.

Shoreham Village Senior Citizens Association

per Susan D. Nelson

per Letsy Brown

We Have Authority To Bind Shoreham

Northwood Support Services Incorporated

per [Signature]

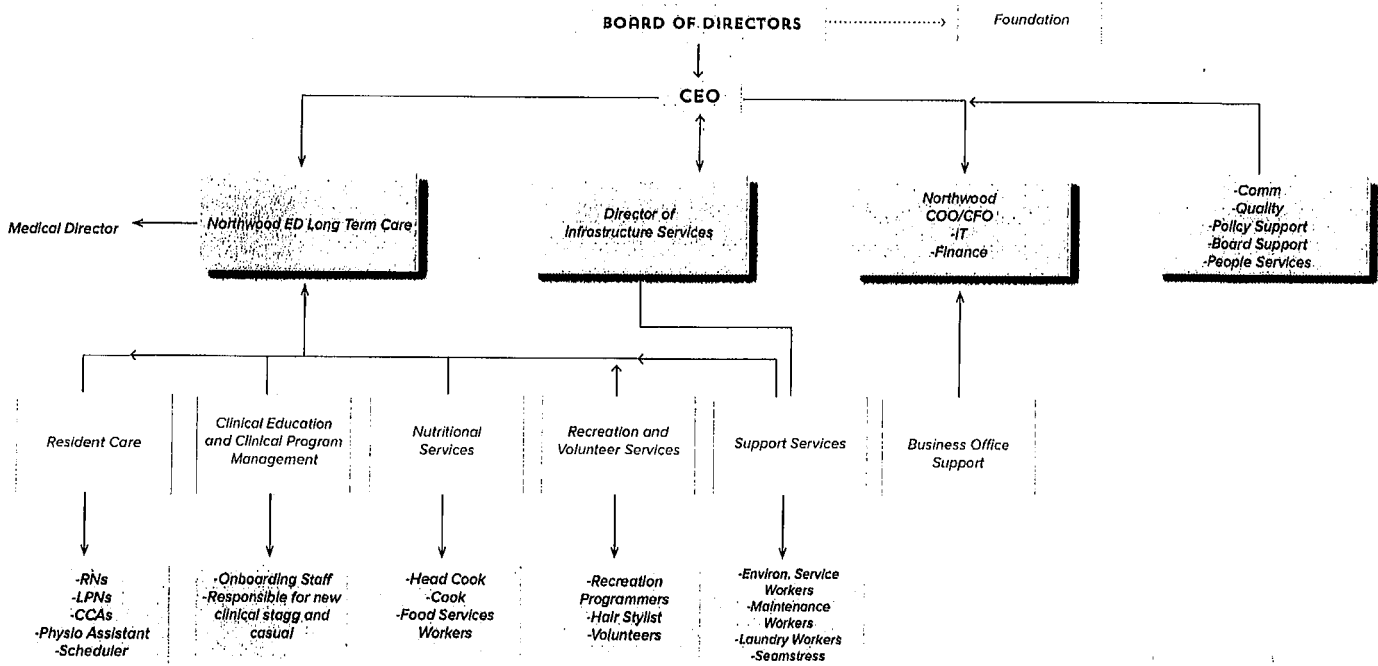
per [Signature]

We Have Authority To Bind Northwood

LIST OF SCHEDULES

- SCHEDULE 1 SHOREHAM MISSION VISION VALUES
- SCHEDULE 2 NORTHWOOD MISSION VISION VALUES
- SCHEDULE 3 SHOREHAM BOARD POLICIES
- SCHEDULE 4 SHOREHAM 2015-2016 BUDGET (DHW)
- SCHEDULE 5 NORTHWOOD ORGANIZATION STRUCTURE
- SCHEDULE 6 SHOREHAM ORGANIZATIONAL STRUCTURE AS OF FEBRUAY 2016

## SHOREHAM VILLAGE SENIORS CITIZENS ASSOCIATION ORGANIZATIONAL CHART



**Organizational Structure**  
March 2020



April 16, 2020

**Broker Proposal**  
Shoreham Village Senior Citizens  
Association



## I. Named Insured

- **First Named Insured or Named Insured**—This is the name first appearing on the policy establishing certain rights and duties under the policy for that entity
  - *Shoreham Village Senior Citizens' Association*

## II. Coverage Summary

### Service Team at Marsh Canada Limited

Contact	Telephone	E-mail
<b>Barbara McGuire</b>	902 490 2106 (Office)	Barbara.S.McGuire@Marsh.com
<b>Account Manager</b>	902 476 8522 (Mobile)	
	902 422 6843 (Fax)	

### Client Details

<b>Mailing Address</b>	50 Shoreham Village Crescent, RR#1, Chester, NS B0J 1J0
<b>Policy Period</b>	12:01am March 31, 2020 to March 31, 2021
<b>Business Description</b>	90 bed Nursing Home
<b>Location(s)</b>	No. 1 – 50 Shoreham Village Crescent, Chester, NS
<b>Loss Payee</b>	<p>Nova Scotia Housing Development Corporation, Nova Scotia Department of Community Services P.O. Box 696, Halifax NS B3J 2T7 A.T.I.M.A</p> <p>Royal Bank of Canada, Commercial Mortgages, 38 York Mills Rd., 4<sup>th</sup> Flr., Toronto ON M2P 0A4 A.T.I.M.A.</p> <p>RCAP Leasing Inc. - 5575 North Service Road, Suite 300, Burlington, ON L7L 6M1-leased phone system</p> <p>Meridian One Cap Credit Corp c/o Insurance Centre, 595 Bay St., P.O. Box 99, Toronto ON M5G 2C2 - Toshiba copier</p>

### III. Coverage Details

#### Property Insurance

<p><b>Total Insured Values</b></p>	<p><i>Location 1 – 50 Shoreham Village Crescent, Chester, NS</i></p> <p>Building \$10,442,642                  Contents \$1,094,097                  Outbuilding \$47,536                  Contents including Tractor \$47,668</p> <p><b>Total Property Limit \$13,398,043 (including Profits)</b></p> <p><i>Property values have increased as per Statement of Values completed by Insured</i></p>
<p><b>Equipment Breakdown</b></p>	<p>Included</p>
<p><b>Business Interruption – Loss of Profits</b></p>	<p>\$1,776,100</p> <p>Subject to 12 month indemnity period.</p>
<p><b>Basis of Loss Settlement</b></p>	<p>Replacement Cost (same site provision deleted)</p>
<p><b>Co- Insurance</b></p>	<p>90% Co-Insurance Clause</p> <p>Last appraisal on file from 2006. Co-insurance will revert back to Stated Amount No Co-Insurance Clause when insurers have been provided with a current replacement cost appraisal or contractor/architect's valuation</p>
<p><b>Insured Perils</b></p>	<p>All Risk coverage of direct physical loss or damage including flood, earthquake and sewer backup</p>
<p><b>Endorsements</b></p>	<p>No. 3 Data Exclusion</p> <p>No. 4 Terrorism Exclusion</p> <p>No. 8 Fungi and Fungal Derivatives Exclusion</p>
<p><b>Property Extensions / Sub-limits</b></p>	<p>Sewer Backup per occurrence and annual aggregate all locations</p> <p>Earthquake per occurrence and annual aggregate all locations</p> <p>Flood per occurrence and annual aggregate all locations</p> <p>Newly Acquired Property (90 days reporting) \$5,000,000 – excluding Earthquake and Flood</p> <p>Extra Expense \$2,000,000 any one loss per occurrence, no monthly limit; civil authority subject to a period of time not to exceed two weeks</p> <p>By Laws: Buildings and Structures \$1,000,000</p> <p>Debris Removal (Greater of 25% of Loss or Limit Shown) \$1,000,000</p>

	<p>Contents at Unnamed Locations \$1,000,000</p> <p>Professional Fees \$500,000</p> <p>Valuable Papers \$500,000</p> <p>Accounts Receivable \$500,000</p> <p>Automatic Fire System Recharge \$500,000</p> <p>Interruption by Civil Authority (Lesser of Actual Loss Sustained for 14 consecutive dates or limit shown – signed BI worksheets to be provided) \$500,000</p> <p>Ingress/Egress (Lesser of Actual Covered Loss or Expense Sustained for 14 consecutive dates or limit shown) - \$250,000</p> <p>Fine Arts \$250,000</p> <p>Transit Coverage \$250,000</p> <p>Fire Department Service Charges \$250,000</p> <p>Leasehold Interest \$250,000</p> <p>First Party Pollutant Cleanup and Removal \$100,000</p> <p>Off Premises Power – Property Damage (including transmission facilities) \$250,000</p> <p>Exhibition, Exposition, Fair or Trade Show \$100,000</p> <p>Installation Floater \$100,000</p> <p>Personal Property of Tenants or Residents of Healthcare Facilities \$5,000 per patient/resident / \$100,000 aggregate</p> <p>Master Keys Coverage \$50,000</p> <p>Mobile Personal Computing Devices \$50,000</p> <p>Reward \$50,000</p>
<b>Deductibles</b>	<p>\$ 5,000 All losses including Sewer Backup and Water Damage except:</p> <p>\$ 25,000 Flood</p> <p>5% of Loss, \$100,000 minimum, with respect to Earthquake</p>

### Boiler & Machinery Equipment Breakdown Insurance

<b>Limits of Liability</b>	<p>\$11,631,943 Property Damage</p> <p>\$1,766,100 Loss of Profits</p> <p>\$2,000,000 Extra Expense</p> <p>\$ 500,000 Contributing Business Interruption (Contributing &amp; Recipient)</p>																								
<b>Perils Insured</b>	Comprehensive form covering a Sudden and Accidental Breakdown of all Boilers, Pressure Vessels, Mechanical and Electrical Machinery and Apparatus – <b>including Production Machinery</b>																								
<b>Group One</b>	<p><b>BLANKET LIMIT : \$1,000,000</b></p> <p>Ammonia Contamination</p> <p>Brands and Labels</p> <p>Errors and Omissions</p> <p>Fluid Escape</p> <p>Hazardous Substances</p> <p>Professional Fees</p> <p>Research and Development Costs</p>																								
<b>Group Two</b>	<p><b>ADDITIONAL LIMITS</b></p> <table border="0"> <tr> <td>By-Laws</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>Catch All Clause</td> <td style="text-align: right;">\$ 50,000</td> </tr> <tr> <td>Data and Media</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>Data Process Equip &amp; Media – Residence</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>Data and Process Equip &amp; Media Off</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>Debris Removal</td> <td style="text-align: right;">\$ 50,000</td> </tr> <tr> <td>Environmental Upgrade</td> <td style="text-align: right;">\$ 250,000</td> </tr> <tr> <td>Expediting Expense</td> <td style="text-align: right;">\$ 500,000</td> </tr> <tr> <td>Extra Expense</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>Inspection and Approval Costs</td> <td style="text-align: right;">\$ 10,000</td> </tr> <tr> <td>Newly Acquired Locations</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>Stock Spoilage 80%</td> <td style="text-align: right;">\$ 50,000</td> </tr> </table>	By-Laws	\$ 1,000,000	Catch All Clause	\$ 50,000	Data and Media	\$ 100,000	Data Process Equip & Media – Residence	\$ 100,000	Data and Process Equip & Media Off	\$ 100,000	Debris Removal	\$ 50,000	Environmental Upgrade	\$ 250,000	Expediting Expense	\$ 500,000	Extra Expense	\$ 2,000,000	Inspection and Approval Costs	\$ 10,000	Newly Acquired Locations	\$ 2,000,000	Stock Spoilage 80%	\$ 50,000
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<b>Group One</b>	<b>BLANKET Limit \$250,000</b> Fines and Penalties Leasehold Interest Newly Acquired Locations
<b>Group Two</b>	<b>ADDITIONAL LIMITS</b> Contingent Business interruption      \$ 500,000 Internet Service Provider                      \$ 25,000 Utilities Service Interruption – 25 Km      \$1,000,000 Mortgage Rate Guarantee                      Included Restricted Access – 30 days                      Included
<b>Additional Coverages</b>	Cancellation                                      90 days Connected and ready for use                      Included Heritage Clause                                      \$500,000
<b>Deductibles</b>	Property Damage : \$1,000 Business Interruption : 24 hr waiting period/12 month indemnity Extra Expense : \$5,000 Spoilage: 10% of loss, minimum \$1,000 (Food & Drugs/Chemical Reagents while in cold storage)
<b>Key Exclusions</b>	Terrorism Exclusion Wind, Cyclone, Tornado, Hurricane, or Hail Lightning Service Interruption: Weight of snow or ice, or rising waters

**Crime**

<b>Limits of Liability</b>	\$1,000,000      Employee & Volunteer Dishonesty Coverage Form A \$ 10,000      Loss Inside the Premises \$ 10,000      Loss Outside the Premises \$ 50,000      Money Orders & Counterfeit Paper Currency \$ 50,000      Depositors Forgery \$ 50,000      Credit Card Forgery \$ 50,000      Computer Fraud / Funds Transfer Fraud \$ 50,000      Audit Expense \$ 50,000      Residents Trust Funds \$ 15,000      Third Party Coverage
<b>Deductible</b>	NIL

<b>Endorsements</b>	No. 1 – Third Party Bonding Endorsement No. 2 – Data Exclusion Endorsement No. 3 – Terrorism Exclusion Endorsement
<b>Number of Employees</b>	160

### Professional & General Liability

<b>Limits of Liability</b>	<p>\$5,000,000 Bodily Injury and Property Damage per occurrence</p> <p>\$5,000,000 Personal Injury per occurrence</p> <p>\$ 25,000 Medical Payments – each person</p> <p>\$ 100,000 Medical Payments – per occurrence</p> <p>\$5,000,000 Tenants Legal Liability any one premises per occurrence</p> <p>\$5,000,000 Professional Liability (Medical Malpractice) per occurrence</p> <p>\$5,000,000 Transfusion Legal Liability per occurrence</p> <p>\$5,000,000 Voluntary Compensation per occurrence</p> <p>\$5,000,000 Non-Owned Automobile per occurrence</p> <p>\$ 100,000 Non-Owned Automobile SEF No. 94 All Perils</p> <p>\$2,500,000 Employee Benefits Liability Coverage Each Claim and in the Annual Aggregate (<b>Claims Made</b>)</p> <p>\$5,000,000 Administrators Errors &amp; Omissions per occurrence <b>Directors &amp; Officers Liability</b></p> <p>\$ 25,000 Legal Expense per proceeding (complaints/inquests)</p> <p>\$ 50,000 Legal Expense annual aggregate (complaints/inquests)</p> <p>\$2,000,000 Punitive Damages &amp; Aircraft Endorsement Per Claim (<b>Claims Made</b>)</p> <p>\$4,000,000 Punitive Damages &amp; Aircraft Endorsement Annual Aggregate (<b>Claims Made</b>)</p> <p>\$2,000,000 Advertising Injury Liability Endorsement Per Claim (<b>Claims Made</b>)</p> <p>\$4,000,000 Advertising Injury Liability Endorsement Annual Aggregate (<b>Claims Made</b>)</p> <p>Included Abuse / Sexual Abuse (Occurrence) – Included in Policy Limit</p> <p>\$1,000,000 Third Party Sudden &amp; Accidental Pollution (<b>Claims Made</b>)</p> <p><b>NOTE:</b> Claims Made coverage requires that all claims against you or incidents that arise that may result in a claim during the policy period must be reported immediately to the insurer. Failure to comply with the claims reporting provisions of this policy could result in the insurer denying coverage for the claim. Special attention must be given prior to expiry to ensure that all incidents that may give rise to a claim and all actual claims are reported to the insurer prior to the expiry date of Claims Made policies</p> <p><b>NOTE:</b> An aggregate amount is the maximum amount the insurer will pay in any one policy term regardless of the number of claims during the policy term</p>
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<b>Deductible</b>	\$1,000 Employee Benefits \$1,000 SEF 94 Legal Liability for Damage to Hired Automobiles
<b>Number of Beds</b>	90

**Automobile**

<b>Vehicles</b>	2005 GMC 16 passenger van, s/n 1GBJG31U351143940
<b>Coverage</b>	Section A - \$5,000,000 Third Party Liability limit (legal liability for bodily injury to or death of any person or damage to property) Section A1 – Direct Compensation for Property Damage Section B - Accident Benefits Coverage (payment for death or bodily injury as per provincial statute) Section C – All Perils \$2,500 deductible Section D - Uninsured Automobile and Unidentified Automobile Coverage (as per provincial statute)
<b>Endorsements</b>	SEF # 6A – Permission to Carry Passengers for Compensation Endorsement SEF # 20 – Loss of Use Endorsement – Limit \$900 per Occurrence SEF # 22 – Damage to Property of Passenger Endorsement - \$5,000 limit SEF # 44 – Family Protection Endorsement - \$2 million limit
<b>Drivers</b>	Updated list required; please forward as soon as possible.
<b>Subject to</b>	- All drivers having favourable MVRs - Local radius within 100km - All drivers having min 3 yrs driving experience for carrying passengers - No US driving exposure - Transporting residents to appointments and outings



## IV. Premiums

Insurers	Premiums	Premiums
	2019-2020	2020-2021
<b>Property</b>		
RSA, Aviva & Ecclesiastical	\$16,320	\$17,742
<b>Equipment Breakdown</b>		
Aviva	\$315	\$331
<b>Crime</b>		
Aviva	\$1,415	\$1,557
<b>Professional &amp; General Liability</b>		
Aviva	\$4,099	\$4,714
<b>Automobile</b>		
Aviva	\$1,020	\$1,017
<b>TOTAL Premium</b>	<b>\$23,169</b>	<b>\$24,344</b>

- ⚡ Payment due upon receipt of invoice
- ⚡ Premium financing available upon request

## V. Subjectivities – Important – Must have information prior to binding

- Signed/dated Transparency & Privacy Compliance Consent form.

## VI. Additional Coverage Considerations / Recommendations

### 1. First Party Pollution Coverage

First Party Pollution is included for \$100,000. The cost to increase this limit from \$100,000 to \$250,000 is an additional annual premium of \$150.

Here are just a few examples that could result in a pollution incident/claim;

- Release of hazardous fluids of above ground (including portable) or underground storage tanks on your premises
- Use of chemicals during construction – toxic vapors from paint removal solvents
- Activities from sub-contractors
- Refueling of portable aboveground tanks used on job sites, and, leakage from such tanks
- Transportation exposures
- Asbestos/lead-based paint exposed / disturbed during demolition
- Renovations which disturbed asbestos or lead
- Misclassification of construction debris
- Fumes from sealants and solvents in a dumpster
- Spreading of contaminated soil

### 2. Cyber Risk / Healthcare Privacy Liability and Breach Response Coverage

This is important coverage for consideration. A quote can be provided with a completed application. Please call to discuss in more detail.

## VII. Claims Reporting

In the event of a claim, information must be provided to the Insurer as soon as possible at the following;

Marsh Canada Limited

1801 Hollis Street, Suite 1300

Halifax, NS B3J 3N4

Tel: 1-800-405-6668 or 902-429-6710

Fax: 1-800-414-3135 or 902-422-6843

Email: [Barbara.S.McGuire@marsh.com](mailto:Barbara.S.McGuire@marsh.com)

Afterhours: 1-902-476-8522 (Mobile for Barbara McGuire)

*Note: This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offence or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh as an insurance representative does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.*

### NOTICE

This Proposal is intended to highlight the major coverage quoted by the Insurers. It outlines in a general way the particulars of coverage and premium being offered.

Each individual policy contains other important specific information not contained herein.

The actual policy including endorsements determines coverage. It contains exclusions, limitations and other provisions not referenced (or only briefly summarized) here and the policy should be consulted for full coverage terms, conditions and requirements.

If you have any questions about coverage, conditions, limitations or exclusions, please contact your Marsh representatives.

### Disclaimer:

**The following Limit of Liability clause relates to our professional relationship with our clients in our role as an insurance intermediary.**

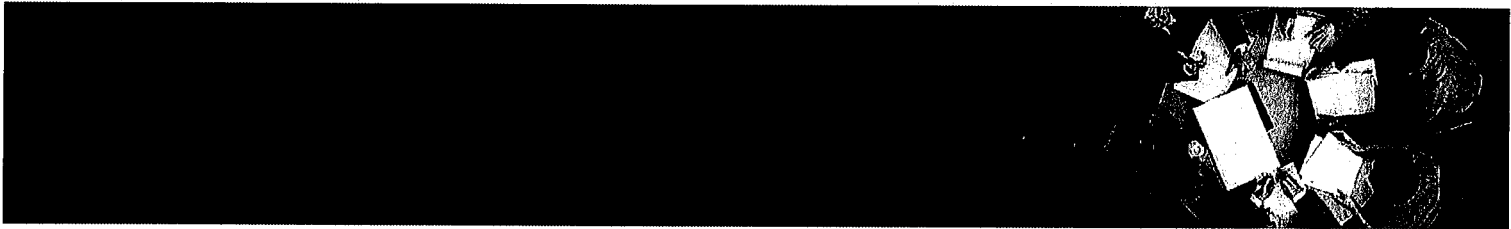
*In no event shall either party to this Agreement be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Marsh or its affiliates. The aggregate liability of Marsh, its affiliates and its and their employees to the Client or its affiliates arising out of or relating to the provision of services by Marsh or its affiliates shall not exceed \$10 million. This provision applies to the fullest extent permitted by applicable law.*

Our mission is to provide our clients with top quality service to meet your risk management and insurance needs.

Thank you for choosing Marsh and do not hesitate to contact us should you have any questions.

# MARSH

Leadership, Knowledge,  
Solutions...Worldwide



*Marsh Canada Ltd.*

1801 Hollis Street, Suite 1300  
Halifax, NS B3J 3N4

[www.marsh.ca](http://www.marsh.ca)

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