

Memorandum of Understanding

Between:

Dalhousie University, on behalf of the Faculty of Medicine

(hereinafter referred to as "Dalhousie University")

OF THE FIRST PART

and

The Board of Governors of Cape Breton University

(hereinafter referred to as "Cape Breton University")

OF THE SECOND PART

Whereas the Parties believe that a diverse and inclusive physician workforce is a key element of equitable healthcare and reduction in health disparities across diverse populations;

And Whereas the Parties are desirous of supporting the Province of Nova Scotia's, and Nova Scotia Health's, goals of introducing improvements to the provincial healthcare system and increasing the supply of physicians to rural areas of practice;

And Whereas Cape Breton University has been serving the educational needs of the Cape Breton community for 50 years;

And Whereas Cape Breton has excellent community resources to support family medicine education and training, and research in areas including but not limited to aging, frailty, and other diseases prevalent in rural communities (such as cancer and diabetes), as well as Indigenous health, and African Nova Scotian health;

And Whereas Dalhousie has a longstanding history of enabling excellence in health care through its medical education and research programs offered at distributed sites in the Maritimes, and by serving and engaging society;

And Whereas together the Parties believe they can help alleviate the shortage of rural family physicians in Nova Scotia by providing access to undergraduate medical education to additional qualified rural Nova Scotia applicants who will commit to practicing in family medicine in rural Nova Scotia communities outside of urban Halifax and such other communities as determined by the Parties through the creation of a new medical school campus at Cape Breton University;

Be it therefore resolved, that Cape Breton University and Dalhousie University agree to collaborate in accordance with the terms of this MOU to establish a Cape Breton Medical Campus, a Dalhousie partnership, at Cape Breton University.

Objectives & Goals

1.0 The Parties to this MOU share the goal of enhancing their contribution to Nova Scotia's evolving health reform agenda by:

- a. increasing the number of family physician specialists and, eventually, Royal College specialist physicians serving communities in rural Nova Scotia;
 - b. training physicians with exceptional skills and cultural competencies in the areas of family medicine, rural family medicine, rural practice and L'nu health;
 - c. advancing healthy communities through promotion of a preventative and collaborative care model that enables equitable access across the full continuum of care;
 - d. creating opportunities for interprofessional education between physicians, nurses, nurse practitioners, social workers, public health professionals, and other healthcare professionals to meet the current and future needs of communities in rural Nova Scotia;
 - e. improving health outcomes in rural communities and across Nova Scotia health zones, through interdisciplinary research, particularly in the areas of aging, frailty and other diseases prevalent in rural communities (such as cancer and diabetes), as well as Indigenous health, and African Nova Scotian health;
 - f. mobilizing inspired, passionate physician leaders to increase training capacity in Cape Breton and rural Nova Scotia; and
 - g. advocating for family physicians and the health care system as a whole.
- 2.0 In order to attain the stated objectives, and pursuant to Cape Breton University's strategic healthcare initiative, and Dalhousie University's Faculty of Medicine's Strategic Plan, the Parties agree to work collaboratively:
- a. to negotiate the creation and funding of new medical school seats for a Cape Breton Medical Campus by the Government of Nova Scotia and
 - b. to establish a **Cape Breton Medical Campus** with programming commencing no later than the fall of 2025. The Parties will exercise best efforts to commence the program at an earlier date.
- 3.0 Pending the successful establishment of the Cape Breton Medical Campus, the Parties intend to continue the Cape Breton University Pilot Project in Undergraduate Medical Education between Dalhousie University and Cape Breton University for the 2023-2024 and 2024-2025 academic years.
- 4.0 The Parties recognize that the education of additional physicians is but one major element required to improve primary care access in rural areas of Nova Scotia. The Parties commit to working together and with communities and the Province of Nova Scotia to seek meaningful system reforms and supports to enable enhanced engagement of physicians as part of a medical education system for Nova Scotia. Such supports, without limiting the generality of the foregoing, may include, but not be limited to:

- a. improving infrastructure to enhance educational space for clerkship and residency programs;
- b. expanding housing options for undergraduate medical education students during clerkship and postgraduate medical education trainees;
- c. enhancing technological and simulation capacity;
- d. supporting advocacy initiatives on behalf of rural physicians, Indigenous communities, and African Nova Scotians;
- e. seeking opportunities to engage in meaningful interprofessional educational models to prepare graduates for the collaborative practice increasingly deployed for the delivery of healthcare in Nova Scotia;
- f. developing a training model for healthcare support staff to complement the efficient functioning of physician offices and clinics; and
- g. creating new research opportunities along with research administrative and training supports; and
- h. general advocacy.

Governance Framework

5.0 The objectives and goals of this MOU shall be enabled by the creation of a Steering Committee, comprised of an equal number of representatives from Dalhousie University and Cape Breton University, who shall individually, and collectively, be responsible for ensuring the best efforts of their organization in the pursuit of the stated objectives and goals of this MOU. Steering Committee representation, or their designated replacements, shall be as follows:

Dalhousie University:

- Dr. David Anderson, Dean, Dalhousie University
- Dr. Darrell White, Senior Associate Dean, Dalhousie University
- Dr. Jennifer Hall, Associate Dean, Dalhousie Medicine New Brunswick
- Mr. Matt Hebb, Vice-President, Government and Global Relations, Office of the President
- Ms. Linda Penny, Chief Operating Officer, Dalhousie University
- Ms. Isabelle French, Associate Legal Counsel, Dalhousie University

Cape Breton University:

- Mr. David Dingwall, President & Vice Chancellor
- Dr. Tanya Brann Barrett, Associate Vice-President-Academic & Research
- Mr. Gordon MacInnis, Vice-President – Finance & Operations
- Dr. Kevin Orrell, Special Advisor to the President
- Mr. Guy LaFosse, Counsel to Cape Breton University
- Ms. Stephanie Myles, University Counsel

- 6.0 The Steering Committee shall meet monthly during the implementation phase of this project and as required, for the duration of this MOU. Minutes shall be kept of all Steering Committee meetings.
- 7.0 The Steering Committee shall enter into a further agreement that will address all operational matters, including financial and human resources required for implementation, to give effect to the goals and objectives of this MOU within 90 calendar days of the signing of this MOU.

Research

- 8.0 Both Parties recognize the value of evidenced-based decision making in the delivery of healthcare services and the role of research therein. Therefore, the Parties agree to develop a formidable interdisciplinary research agenda with the necessary infrastructure for the Cape Breton Medical Campus that will include aging, frailty, and other diseases prevalent in rural communities (such as cancer and diabetes), as well as Indigenous health, and African Nova Scotian health.
- 9.0 Both Parties acknowledge that research delivery at the Cape Breton Medical Campus:
 - a. is an essential element for and within the curriculum content and delivery required by accreditation standards for programs offered at the Cape Breton Medical Campus;
 - b. contributes to collaboration and the expansion of overall research capacity at Cape Breton University, including basic science, clinical and medical education activities;
 - c. builds and expands upon, and is complementary to, research strengths and foci at Dalhousie, Cape Breton University, and Nova Scotia Health; and
 - d. is supported by Dalhousie and Cape Breton University researchers who may be granted academic appointments by one or both institutions that support student supervision (or co-supervision) and eligibility for research funding opportunities.
- 10.0 A central element of both Cape Breton University strategic healthcare initiative and the research agenda for the Cape Breton Medical Campus, supported by both Parties, will be research that focuses on health needs identified by and with semi-rural, post-industrial, Indigenous communities and African Nova Scotian communities across Nova Scotia. The Parties' intention is to engage in research that informs improved clinical outcomes in our local communities and regions across Canada and beyond.
- 11.0 The research agenda for the Cape Breton Medical Campus will include research conducted at Cape Breton University's Centre of Excellence for Healthy Aging, which will focus on applied research (including clinical research) that aims to prevent dementia and address frailty among the aging, and identify and implement alternatives to the growing need for

long-term care capacity to support older Nova Scotians. Specifically, this research focus will include:

- a. the assessment of dementia prevention interventions focused on physical activity, social interaction, and health guidance;
- b. applied studies that demonstrate the positive impact that improved, more holistic routines of care for patients can have on their recovery and vitality; and
- c. health policy and geriatrics research that identifies organizational and system changes that could be implemented to realize improved health outcomes for aging patients with complex needs.

12.0 Working closely with communities and healthcare professionals across Nova Scotia and the Centre of Health, Wellness and Extended Learning, the Parties will engage in ongoing, regular dialogue to determine other areas of concern in rural health and research needed to inform healthy policies and practices that will better the lives of all those living in communities outside large urban centres.

13.0 The Parties acknowledge that the research agenda at the Cape Breton Medical Campus should consider and respond to the research priorities of the Province of Nova Scotia.

Residency

14.0 The Parties agree it is imperative that new post-graduate medical education (residency) positions be created in Cape Breton and rural Nova Scotia, with at least 1.15 positions being created for every one seat in undergraduate medical education at the Cape Breton Medical Campus and that these new positions be created at the earliest possible opportunity following the commencement of programming at the Cape Breton Medical Campus.

The Parties agree that they will work collaboratively to determine the disciplines (which shall include family medicine and other areas of physician resource need in rural Nova Scotia), resident eligibility and selection preferences for residency positions created as a result of the creation of the Cape Breton Medical Campus. The goal of this collaboration is to prioritize applicants who are likely to want to remain in rural Nova Scotia upon completing their residency.

The Parties further agree that discipline-specific Cape Breton Medical Campus representatives will be included in the selection committees with respect to the rank order list in the CaRMS matching system for residency positions created as a result of the Cape Breton Medical Campus as well as on the Selection Committee for the family medicine residency training program more generally.

Joint Responsibilities of Cape Breton University and Dalhousie University

- 15.0 In addition to participation in the governance framework, and without limiting each party's other responsibilities as established by this MOU, Cape Breton University and Dalhousie University shall assume shared responsibility for the following:
- a. Recruitment, selection, and appointment of an associate dean, in accordance with Dalhousie's regulations, policies, and guidelines, to assume responsibility for the overall administration of the Cape Breton Medical Campus during project development and subsequent operation;
 - b. Development of the visual identity for the Cape Breton Medical Campus by Cape Breton University and thereafter, to be shared with and approved by Dalhousie, and such approval will not be unreasonably withheld;
 - c. Development, operation, maintenance, and repair of video conferencing and IT infrastructure at Halifax, Dalhousie Medicine New Brunswick, and Cape Breton Medical Campus necessary for the delivery of Cape Breton Medical Campus programs using Dalhousie University's existing technology learning platform;
 - d. Development of a physician resource and staffing plan to support the Cape Breton Medical Campus, and the hire, as necessary, of staff; and
 - e. Engagement of practicing physician leaders in Cape Breton, including but not limited to those already engaged in medical education through Dalhousie University's Faculty of Medicine.

Responsibilities of Cape Breton University

- 16.0 In addition to participation in the governance framework, and without limiting Cape Breton University's other responsibilities as established by this MOU, Cape Breton University shall assume responsibility for the following:
- a. Construction/renovation of necessary facilities on the CBU campus, including a building to house the medical program;
 - b. Securing use of a renovated adjacent facility (formerly the Marconi campus of Nova Scotia Community College – the "Marconi Building") to house a health science centre for collaborative education;

- c. Establishment of a primary care 10,000 patient facility at the Marconi Building to support local communities and the training needs of various health-related programs planned as part of the collaborative educational model for the site;
- d. Establishment of an Adult Day Program facility that provides activities, socialization and exercise with required care for participants; and
- e. Negotiation and receipt of necessary operational funding for the Cape Breton Medical Campus.

Responsibilities of Dalhousie University

17.0 In addition to participation in the governance framework, and without limiting Dalhousie University's other responsibilities as established by this MOU, Dalhousie University and Dalhousie University shall assume responsibility for the following:

- a. All aspects of the curriculum content, design, delivery, and evaluation of the undergraduate medical education program on the Cape Breton Medical Campus, as augmented with input from Cape Breton University (with intellectual property of the program belonging to Dalhousie University);
- b. Provide, as appropriate, for Cape Breton Medical Campus representatives on all existing Dalhousie University Faculty of Medicine committees;
- c. Providing professional development and academic appointments (in accordance with Dalhousie policies) for all clinical faculty delivering the undergraduate medical education program at the Cape Breton Medical Campus;
- d. Ensuring a comparable high quality medical education experience and compliance with accreditation requirements across all of Dalhousie University's medical campuses, including the Cape Breton Medical Campus; and
- e. Providing students registered at the Cape Breton Medical Campus all academic student support services provided by Dalhousie's Faculty of Medicine to all of its other students.

Admissions Principles

- 18.0 The Parties agree to work collaboratively with each other and other stakeholders to develop an admission process into the Cape Breton Medical Campus that supports the overarching goal of increasing the supply of family physicians to rural areas of practice in Nova Scotia and that does not create any disadvantages to prospective students by precluding them from accessing other admission pathways that already exist.
- 19.0 Program admission to the Cape Breton Medical Campus shall function as a separate stream of the Dalhousie University admissions process, and shall be managed by a subcommittee

of the Dalhousie University Faculty of Medicine Admissions Committee containing an equal number of Dalhousie University and Cape Breton University representatives.

- 20.0 Criteria for the Cape Breton Medical Campus program shall align with Dalhousie University core criteria in the first instance with additional criteria to be set for the Cape Breton Medical Campus stream. These supplementary criteria will include, among others:
- a. prioritization of applicants with demonstrated lived rural experience;
 - b. prioritization of applicants who commit to a family medicine focus; and
 - c. a requirement for applicants to sign a return of service agreement whereby they commit to practicing family medicine, or in another area of physician resource need in rural Nova Scotia upon written consent, in rural Nova Scotia post-residency for a five-year period.

The parties to this MOU agree to a review of the effectiveness of the Cape Breton Medical Campus supplementary admission criteria in meeting the objectives of this MOU with changes, as necessary, to be implemented in future years.

- 21.0 Students shall be registered as Dalhousie University students, studying on the Cape Breton Medical Campus.

Financial Arrangements

- 22.0 Cape Breton University shall be responsible for the capital and operating costs for all facilities located on the CBU campus which are required to directly support the Cape Breton Medical Campus. Cape Breton University will own or lease, and operate, such infrastructure.
- 23.0 Cape Breton University shall be responsible to negotiate and receive funding from the Province of Nova Scotia and the federal government of Canada to support the operation of the Cape Breton Medical Campus, with support from Dalhousie University. To facilitate such discussions, the Parties to this MOU shall develop an anticipated multi-year operating budget for the project, including any direct or indirect costs expected to be incurred.
- 24.0 Any funds raised by Cape Breton University from non-governmental sources shall go directly to Cape Breton University for the Cape Breton Medical Campus.
- 25.0 If the Parties have a joint fund raising event from non-governmental sources, the reasonable costs and the profits from such fund raising events shall be shared between the Parties.
- 26.0 Dalhousie University and Cape Breton University shall develop, and fill, a staffing plan to support the Cape Breton Medical Campus operation. To the extent that Dalhousie shall incur

costs related to the Cape Breton Medical Campus stream, such reasonable costs shall be billed to Cape Breton University on a quarterly basis and paid by Cape Breton University.

- 27.0 Once the Cape Breton Medical Campus begins operations, the Parties to this MOU shall develop an annual operating budget for the Cape Breton Medical Campus by January 31 prior to the commencement of the following fiscal year.

MOU Term and Renewal

- 28.0 The Parties understand and agree that the primary goal of this MOU is to increase the supply of family physicians practicing in rural areas of Nova Scotia and to increase diversity within the medical profession through the creation of a new medical school campus.
- 29.0 The Parties to this MOU understand and agree that Cape Breton University's goal is to work to evolve the Cape Breton Medical Campus into a stand-alone Cape Breton University Medical School to be owned and operated by CBU with potential to begin this work following the 2033 accreditation cycle and become operational by 2035.
- 30.0 This MOU shall be in effect as of the date of signing and shall expire, subject to renewal, on September 1, 2031. This MOU shall automatically renew for successive four year periods unless a party terminates in accordance with section 31.0 or unless a party gives notice of intention not to renew no later than two years prior to the end of the current term.
- 31.0 If either party wishes to terminate this MOU during its term, such party may do so by providing written notice to the other on or before September 1st. Written notice is deemed to have been received on September 1st of the calendar year in which it was given. Termination will take effect on September 1st, two calendar years later.
- 32.0 Notwithstanding section 31.0, neither party may provide notice of termination without just cause and without having engaged in discussion about its concerns related to the operation of the MOU with the other party and afforded the other party a reasonable opportunity to address the concerns. As an example, just cause includes such circumstances as withdrawal of government funding for the Cape Breton Medical Campus.
- 33.0 In the event that notice of termination is given under section 31.0 of this Agreement or notice of intention not to renew under section 30.0 of this Agreement, both Parties shall cooperate with each other to ensure that appropriate arrangements are made for the completion of their program by students registered or admitted into the program at the Cape Breton Medical Campus at the time notice of termination is given. The obligations of both Parties under this MOU continue until the students so registered have had a reasonable opportunity to complete the applicable program.

Communication and Confidentiality

- 34.0 All external communications as to the existence of this MOU and committees/subcommittees shall require the approval of both Dalhousie University and Cape Breton University and such approval will not be unreasonably withheld.
- 35.0 Subject to section 34.0 and to their respective obligations under applicable privacy legislation, each of Dalhousie and Cape Breton University agrees to keep confidential all reports, statements, memoranda, recommendations, documents or information relating to the administration of this MOU and shall not disclose such documents or information to any other person without the other's express written consent, except for the purpose of discussions with the Province of Nova Scotia as a funder of this initiative where it is impracticable to seek the other party's consent or to jointly engage in a collaborative exchange with the Province.
- 36.0 Dalhousie and Cape Breton University shall exchange with each other all information that is required for the effective operation of this MOU. To the extent that the information comprises personal information, the disclosing party shall ensure that the consent of the individual to such disclosure has been obtained. Dalhousie and Cape Breton University shall use personal information provided by the other only for the purpose provided and shall take all reasonable security precautions to protect the information from unauthorized disclosure within or outside the institution.

Dispute Resolution

- 37.0 Any dispute or disagreement between the Parties relating to the terms of this Agreement shall be resolved by discussion and consensus. Where the dispute or disagreement cannot be resolved in this manner within thirty (30) calendar days, the Parties shall refer the dispute to arbitration in accordance with the *Commercial Arbitration Act* of Nova Scotia. Any matter in dispute that is submitted for arbitration shall be heard as soon as possible by a single arbitrator, being either one of the arbitrators set out below or another as mutually agreed:

- i. Jack Graham, K.C.
- ii. Dennis J. James, K.C.

If the Parties are unable to agree on a person to act as a single arbitrator, such single arbitrator shall be appointed by the court in accordance with the *Commercial Arbitration Act* of Nova Scotia.

Notice

- 38.0 All notices, reports, communications, or payments required by this MOU shall be in writing. They shall be deemed to have been received on the fifth day following the mailing date if sent by mail. Any notice sent by email shall be deemed to have been received the same

day, provided there is no indication of failure of receipt communicated to the sender. Either Party may change its address or person responsible by giving written notice to the other Party in accordance with the provisions of this paragraph.

- a. If directed to CBU:

Gordon MacInnis
Vice-President, Finance & Operations
1250 Grand Lake Road
Sydney, NS B1M 1A2
902-563-1128
Gordon_macinnis@cbu.ca

- b. If directed to Dalhousie University:

Dr. David Anderson
Dean, Faculty of Medicine
Faculty of Medicine
1459 Oxford Street
Dalhousie University
Halifax, NS B3H 4R2
deanmed@dal.ca

General

- 39.0 Each Party recognizes that it is an independent entity and that it does not have the authority to bind the other Party. Nothing in this MOU shall be deemed to have created a joint venture, partnership or agency.
- 40.0 This MOU may be amended in writing with approval of the Parties.
- 41.0 It is intended that all provisions of this MOU shall be fully binding and effective between the Parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the Agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 42.0 This MOU shall be interpreted and governed in accordance with the laws of Nova Scotia.
- 43.0 No waiver by one or more of the Parties of any breach of any term, condition or covenant of this MOU shall be effective unless the waiver is provided in writing and signed by all Parties. A waiver, with respect to a specific breach, shall not affect any rights of the Parties relating to other similar or future breaches.
- 44.0 The failure of one or more of the Parties at any time to require the performance of any provision or requirement of this MOU shall not operate as a waiver of that provision or

requirement, and shall not affect the right of that Party to require the subsequent performance of that provision or requirement.

- 45.0 This MOU may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution and delivery of this MOU or a counterpart thereof by any Party by fax or electronically shall constitute valid and effective execution and delivery, but each Party shall retain an originally executed copy of the MOU. No Party will be bound to this MOU unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be considered to be an original.

The remainder of this page is intentionally left blank, with the signature page to follow.

IN WITNESS WHEREOF the Parties have signed this MOU.

Rebi Laker
Witness

Dec 21, 2022
Date

Harjilla
Witness

December 21, 2022
Date

Mys
Witness

Dec 23/22
Date

DALHOUSIE UNIVERSITY
Deep Saini
PER: Deep Saini
President & Vice-Chancellor

Dec 21 2022
Date

Frank P. Harvey
PER: Frank Harvey
Provost and Vice-President
Academic

December 21, 2022
Date

**THE BOARD OF GOVERNORS
OF CAPE BRETON UNIVERSITY**
David C. Dingwall
PER: David C. Dingwall
President & Vice-Chancellor

December 23/2022
Date