Department of Rural Health

Expression of Interest
Rural Health Academic Network 2023
University Department of Rural Health

Artwork:
Artist: Chris Thorne
Place of Knowledge, 2014 Acrylic on canvas
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Invitation to join the Rural Health Academic Network (RHAN)

The University of Melbourne, Department of Rural Health (DRH) is calling for interested Rural and/or Aboriginal Health Services in northern Victoria to submit an Expression of Interest (EOI) to join the Rural Health Academic Network (RHAN).

The RHAN program, established in 2006, supports a team of jointly funded researchers based in rural health services to support education and build research capacity in these services.

The RHAN coordinators work collaboratively in a multidisciplinary environment with clinicians, students and management to support evidence based practice, student placements and to build innovation in rural health through original research and research translation.

Currently there are four participating health services each with their own embedded RHAN Coordinator. We are looking to expand the program into new rural health services.

This is an exciting opportunity to partner with the University of Melbourne through this dynamic network.

Further information and the EOI template can be found below or obtained from:

https://medicine.unimelb.edu.au/research-groups/rural-health-research/rural-chronic-ill-health/rural-health-academic-network-rhan

Enquiries

Enquiries can be directed to:

Prof Lisa Bourke
Director, University Department of Rural Health
E: bourke@unimelb.edu.au Tel: +61 3 58234519 Mob: 0418 340 871

EoI Process

Due Date

The due date for submission of the EOI (Stage 1) is Mon 19 June 2023, 5:00pm AEST

This is a three-stage process consisting of:

Stage 1: Submission of completed EOI template.

Stage 2: Shortlisting of applicants followed by invitation to meet with the DRH to discuss priority areas for the health service, long term commitment to research capacity building, and the nature and conditions of the partnership model.

Stage 3: Formal offer to join the RHAN and signing of Agreement.

Each stage of the EOI process is competitive and progressing to Stage 2 does not commit the DRH to accept the application nor the applicant to continue with the application.

Who can submit an EOI?

Any accredited Victorian Public Health service based in a small town (*MMM4/5) in northeast Victoria, or an Aboriginal Controlled Health Organisation /Cooperative based in rural northeast Victoria.

* Modified Monash Model Category Locator
Background Information

Department of Rural Health

Research Priority Areas
The DRH interdisciplinary research program works towards improving rural health through three major research streams:

- Rural Health Workforce
- Rural Health Services
- Access & Equity

Rural Health Academic Network (RHAN)
RHAN was established by the DRH in 2006 to support both rural health research and the rural health workforce in northern Victoria. The goals and objectives of RHAN are built around collaboration, capacity building, and student support and knowledge exchange. RHAN operates through a hub and spoke model by embedding a rural health academic (RHAN co-ordinator) directly into a health service with leadership from the Director of the RHAN at the DRH. The objectives of the RHAN are to:

- systematically support research and workforce development
- encourage partnerships between the Health Service and the University’s Department of Rural Health
- assist with the development of teaching and knowledge translation though evidence-based practice at rural and regional health services

Partnership Model
The RHAN is a collaborative model based on a business partnership between the DRH and participating health services. Under that model the DRH supports 50% of the cost of a 0.6EFT academic to work in situ at the participating health service subject to terms and conditions agreed by both parties and outlined in an Access and Cooperation Agreement (APPENDIX 1). DRH provide research training and support to the RHAN coordinator. The RHAN coordinator position at each participating health service is:

1. Guided by a mutually agreed workplan that includes the research priority areas of the health service.
2. Advertised internally and externally to find suitably qualified applicants.
3. A fixed term contract until December 2024.
4. Contingent on Commonwealth funding for the RHMT and achievement of deliverables for contract renewal and extension beyond 2024.
## Expression of Interest Template

**Rural Health Academic Network, the University of Melbourne**

<table>
<thead>
<tr>
<th>Health Service</th>
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<tbody>
<tr>
<td>Name:</td>
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<tr>
<td>Address:</td>
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<table>
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<tr>
<th>Contact Person</th>
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<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Position:</td>
</tr>
<tr>
<td>Telephone:</td>
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<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

**Describe the organisation’s commitment to building research and education within the health service (max 300 words)**

**Please outline how your organisation currently supports placement of nursing, allied health or medical student placements? (Max 300 words)**

**Why are you interested in having a RHAN coordinator at your Health Service? (Max 300 words)**

<table>
<thead>
<tr>
<th>Organisational Unit within the health service where this RHAN position will be placed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Our organisation understands that this 0.6 EFT RHAN position is <strong>jointly funded at 50% by both the Health Service and the DRH.</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approval</th>
</tr>
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<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Position:</td>
</tr>
<tr>
<td>Signature:</td>
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<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

**Please email completed EOI to the Director, University Department of Rural Health, Prof Lisa Bourke: bourke@unimelb.edu.au**
Appendix 1: Access and Cooperation Agreement Rural Health Academic Network Program
Access and Co-operation Agreement - Rural Health Academic Network Program

University of Melbourne (University)

xxxxxxxxxxxxxxxxxx (Health Service)
Details

Date

Parties

Name: The University of Melbourne,
through its Department of Rural Health

ABN: 84 002 705 224
Short form name: University
Notice details: The University of Melbourne Vic 3010
E-mail: bourke@unimelb.edu.au
Professor Lisa Bourke, Director, University Department of Rural Health

Name: xxxxxxxx
ABN: xxxxxxxxxxxx
Short form name: Health Service
Notice details: xxxxxxxxxxxx
Contact person: xxxxxxxx
Phone: xxxxxxxxxxxx
E-mail: xxxxxxxxxxxx

Background

A. The University is a body politic and corporate established in 1853 and constituted under the University of Melbourne Act 2009 (Vic).

B. The University has developed a Rural Health Academic Network (RHAN) in 2006 with funding support from the Commonwealth Government, with the assistance of several regional health services located in rural Victoria.

C. The objectives of RHAN are to systematically support research and workforce development, encourage partnerships between the Health Service and the University's Department of Rural Health and to assist with the development of teaching and knowledge translation through evidence-based practice at rural and regional health services.

D. The University requires access to facilities and resources of a number of health services located in rural Victoria for the purpose of continuing the RHAN Program.

E. The parties agree that the Health Service will continue to give the University access to facilities, information and resources of the Health Service and co-operate with the University to continue to develop and deliver the Activities on the terms and conditions set out in this Agreement.
Agreed terms

1. Defined terms & interpretation
   1.1 In this Agreement:

   Activities means the activities to be conducted by the Health Service in conjunction with the University relating to the RHAN Program as described in Schedule 2 of this Agreement.

   Agreement means this Agreement, the Schedules and any annexures and any amendments made in accordance with this Agreement.

   Business Day means a day that is not a Saturday, Sunday or a University holiday as indicated on the University calendar (as amended from time to time).

   Business Hours mean from 9.00am to 5.00pm on a Business Day.

   Commercialisation, in relation to Intellectual Property, means to market, manufacture, sell, hire, distribute or otherwise exploit Intellectual Property, to provide services incorporating all or part of the Intellectual Property, or to licence any third party the right to do these things, and Commercialisation is to be similarly construed

   Confidential Information means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and any and all other intellectual property, financial, personal or health information and business information, and all other commercially valuable information of the Disclosing Party which the Disclosing Party regards as confidential to it or which is evident by its nature to be confidential and all copies, notes and records and all related information generated by the Receiving Party based on or arising out of any such disclosure.

   Department of Rural Health means the Department of Rural Health, Faculty of Medicine, Dentistry and Health Sciences, of the University or its successor entity.

   Disclosing Party means the Party that is disclosing Confidential Information.


   Health Service means the health service participating in RHAN and named as a Party to this Agreement.

   Health Services Supervisor/Manager means the person appointed by the Health Services to co-supervise the Spoke Co-ordinator.

   Party means a Party to this Agreement and Parties has a corresponding meaning.

   Privacy Laws means:

   Privacy and Data Protection Act 2014 (Vic) and the Information Privacy Principles contained in that Act; and

   Health Records Act 2001 (Vic) and the Health Privacy Principles contained in that Act and any approved privacy code that applies to either of the parties.

   Receiving Party means the Party that is receiving Confidential Information.

   RHAN means Rural Health Academic Network, an outreach program that facilitates student placements, teaching and research in rural Victoria. This involves creating academic positions (namely, the position of the Spoke Co-ordinator/s) in the Health Service.

   RHAN Director means the person appointed by the Department of Rural Health to provide supervision, educational and research services to RHAN.

   Spoke Co-ordinator/s means the person/s appointed by agreement of the Health Service and the University for the purpose of implementing the RHAN Program at the Health Service.
Start Date means the date specified in Schedule 1.

Term has the meaning given to it in Schedule 1.

University Department of Rural Health means a program of the Department of Rural Health funded by the Rural Health Multidisciplinary Training Program.

UDRH Director means the person appointed as the same by the Department of Rural Health.

University Supervisor means the person appointed by the University to co-supervise the Spoke Co-ordinator.

University’s Travel Policy means the University's employee travel policy (available at http://policy.unimelb.edu.au/MPF1300) as amended from time to time.

1.2 In this Agreement, except where the context otherwise requires:

(a) the singular includes the plural and vice versa;
(b) another grammatical form of a defined word or expression has a corresponding meaning;
(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
(e) a reference to A$, $A, dollar or $ is to Australian currency;
(f) a reference to time is to Melbourne, Australia time;
(g) a reference to a Party is to a party to this Agreement, and a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;
(h) a reference to the Health Service includes, where the context so admits, its employees, agents and authorised sub-Health Services;
(i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
(j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
(k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
(l) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it; and
(m) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings are for ease of reference only and do not affect interpretation.

2. Co-operation

2.1 The Parties will co-operate with each other to:

(a) participate in the Activities;
(b) provide supervision of the Spoke Co-ordinator/s in relation to the Activities;
(c) meet the objectives of the RHAN Program;
(d) participate in RHAN Program and other relevant meetings and activities called by the RHAN Director; and
(e) ensure performance of the Activities in accordance with this Agreement.

2.2 Where the Spoke Co-ordinator/s is a University staff member, the Health Service agrees to:
   (a) provide the RHAN Director, Spoke Co-ordinator/s and any other relevant University staff with access to its premises, facilities and information as further described in clause 4 of this Agreement;
   (b) provide the Spoke Co-ordinator/s with an on-site co-supervisor;
   (c) provide a report (via the Spoke Co-ordinator/s) to the UDRH Director in January and June of each year in relation to the performance of the Activities.

2.3 Where the Spoke Co-ordinator/s is an employee of the Health Service and is seconded to the University for the purpose of fulfilling the role of Spoke Co-ordinator/s, the Health Service agrees to:
   (a) be wholly responsible for all human resources activity relating to the Spoke Co-ordinator/s as described in the secondment agreement;
   (b) employ the Spoke Co-ordinator/s for the purpose of participating in the Activities for the agreed minimum full time equivalent time fraction per week as agreed between the Parties under the secondment agreement;
   (c) provide the Spoke Co-ordinator/s with access to the Health Service’s Confidential Information as reasonably required to perform the Activities; and
   (d) provide work-time for research training and development of the Spoke Co-ordinator/s as well as time for the Spoke Co-ordinator/s to participate in Department of Rural Health research-related activities;
   (e) provide a report (via the Spoke Co-ordinator/s) to the UDRH Director in January and June of each year in relation to the performance of the Activities.

2.4 Subject to its applicable policies, where the Spoke Co-ordinator/s is not employed as a staff member of the University, the University agrees to appoint the Spoke Co-ordinator/s to an honorary academic position for the term of this Agreement taking into consideration their level of relevant experience. A secondee Spoke Co-ordinator/s will have full access to all the privileges and facilities accorded to University of Melbourne academic staff when performing duties as Spoke Co-ordinator/s.

2.5 The Health Service agrees to accept, and comply with, all reasonable requests from the RHAN Director (or nominee) in relation to the performance of the Activities.

2.6 The Health Service may of its own initiative seek the support it requires to develop its own ideas, build its own support teams, and pursue research funding in collaboration with the University’s Department of Rural Health.

3. Payment

3.1 In consideration for the provision of the rights granted in clause 4 of this Agreement, the University will reimburse the Health Service for its reasonable costs as set out in Item 1, Schedule 3.

3.2 The Health Service will issue an itemised tax invoice at least twice yearly as per Schedule 3:
   (a) that, in accordance with clause 3.1, clearly identifies the amount; and
   (b) the University will not be required to pay the Health Service any other costs in relation to the Activities.

3.3 Where the Health Service is required to reimburse or pay fees to the University (including where the Spoke Co-ordinator/s is a University employee in accordance with clause 2.2), the University will issue the Health Service with a valid tax invoice for the relevant amount, at least twice yearly.
as per Schedule 3 and the Health Service will pay the University’s invoice by the relevant due date.

3.4 A Party need not pay any amount for a taxable supply made under or in connection with this Agreement until it receives a tax invoice for the supply to which the payment relates.

3.5 The University will (except to the extent that the invoice is in dispute), pay the Health Service’s invoice 30 days from the end of the month of invoice receipt.

3.6 The University will be entitled to set off any amount owed to the Health Service against any amount payable by the Health Service (including, for example, amounts payable as a result of a breach of this Agreement by the Health Service) at any time in connection with this Agreement.

3.7 **Goods and services tax**

   In this clause 3:
   (a) a word or expression defined in the GST Act has the meaning given to it in that Act; and
   (b) the parties agree and acknowledge that any amount payable under or in connection with this Agreement, including but not limited to the Price, includes an amount on account of the GST (if any) payable by the Party entitled to receive that payment in respect of the supply for which the payment is consideration and will not be increased on account of such liability.

4. **Access and Use of Health Service Premises and Facilities**

4.1 The Health Service grants the University a non-exclusive, non-transferable right to access use the Health Service’s premises and use the Health Service’s facilities for the sole purpose of performing and delivering the Activities.

4.2 The Health Service agrees to provide the Spoke Co-ordinator/s with:
   (a) office accommodation, administrative support, IT and telephone facilities;
   (b) access to a vehicle after following the relevant approval process at the Health Service for the purposes of undertaking RHAN Activities including meetings at Department of Rural Health in Shepparton; and
   (c) access to the Health Services’ confidential information as reasonably required to perform the Activities in conjunction with the Health Service.

4.3 The University agrees to comply with any reasonable directions of the Health Service in relation to its access and use of their facilities and premises.

5. **Confidentiality and privacy**

5.1 The Parties may wish to exchange Confidential Information relating to the Activities.

5.2 The Receiving Party must:
   (a) keep all Confidential Information of the Disclosing Party confidential unless strictly required otherwise by law;
   (b) limit access to those of its personnel reasonably requiring the Confidential Information on a strictly need to know basis for the Activities;
   (c) not use Confidential Information in any way that would be harmful to the best interests of the Disclosing Party;
   (d) not use any Confidential Information in any way other than for the Activities or as otherwise contemplated by this Agreement without the prior written permission of the Disclosing Party;
   (e) not copy, in whole or in part, any Confidential Information without the prior written permission of the Disclosing Party; except where such copy is made for the purposes of carrying out the Activities; and
(f) ensure that all personnel to whom Confidential Information is disclosed are legally bound under the terms and conditions of their employment agreements or otherwise to keep the Confidential Information confidential and not to use the Confidential Information except for the Activities.

5.3 Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

(a) available to the public at the date of its disclosure to the Receiving Party;

(b) at the date of its disclosure to the Receiving Party, already properly in the possession of the Receiving Party in written form otherwise than by prior confidential disclosure from the Disclosing Party;

(c) after the date of its disclosure to the Receiving Party, available to the public from sources other than the Receiving Party;

(d) after the date of its disclosure to the Receiving Party, properly available to the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party; and

(e) demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no knowledge of such information the subject of the disclosure.

5.4 At any time upon the written request of the Disclosing Party, the Receiving Party must return to the Disclosing Party any documents originating from the Disclosing Party which embody Confidential Information and must not keep any copies in any form.

5.5 The undertakings contained in this clause are in addition to and shall in no way derogate from the obligations of the Parties in respect of secret and confidential information at law or under any statute or trade or professional custom or use.

5.6 The Parties will comply with the Privacy Acts when collecting, using, disclosing or managing personal or health information. The expression 'personal or health information' used in this clause means 'personal information' or 'health information' as defined in the Privacy Laws.

6. Intellectual property rights

6.1 The University will own all material created by the Health Service in performing the Activities with effect from the date of its creation. To facilitate this, the Health Service:

(a) assigns to the University, including by way of an assignment of future intellectual property, all intellectual property rights in all such material (whether that material is created alone or jointly with the University);

(b) acknowledges that no additional documentation is necessary to complete the assignment and by virtue of this clause all such intellectual property rights will vest in the University; and

(c) will ensure that any of the Health Service's employees, agents or authorised subcontractors that own intellectual property in such material will assign to the University all intellectual property rights referred to in paragraph (a).

6.2 The principles in clauses 6.1 will be varied in the following circumstances:

(a) where the intellectual property comprises of 'scholarly work' for the purposes of clause 13 of the University of Melbourne Statute, and ownership and use of such 'scholarly work' will be dealt with in accordance with that statute;

(b) where there is a written agreement to the contrary, including with a third party (whether grantor, sponsors or otherwise), with respect to ownership of, and rights in, intellectual property;

(c) where the parties have either jointly applied for third-party funding or agreed to enter into a collaboration agreement and under the terms of which the Health Service and the
University will be working together and intellectual property will be created in which case the parties shall negotiate in good faith the basis on which:-

(i) ownership of that intellectual property shall vest in the Parties;

(ii) the use to which the intellectual property may be put by each party for its own non-commercial teaching and research purposes;

(iii) the management of the technology transfer and Commercialisation of intellectual property; and

(iv) how the net proceeds from Commercialisation of the intellectual property will be shared.

6.3 The University grants to the Health Service a non-exclusive, royalty free licence to use the intellectual property owned by the University under clause 6.1 from the date of its creation, for the Activities and for educational purposes including, without limitation, for research, teaching and scholastic endeavours, but not for Commercialisation.

7. **Warranties**

Each Party warrants to the other that it has the power to enter into this Agreement and to perform its obligations under this Agreement.

8. **Indemnity and insurance**

8.1 Each Party (“Indemnifier”) indemnifies the other Parties (“Indemnified”) against any loss, liability or expense arising out of or in connection with the Indemnifier’s breach of this Agreement, negligent acts or omissions and/or unlawful acts. The Indemnifier’s liability to indemnify the Indemnified will be reduced proportionally to the extent that the Indemnified contributed to the loss, liability or expense.

8.2 Each Party agrees to take out and maintain:

(a) public liability and professional indemnity insurance to cover the performance of its obligations each to the amount of not less than ten million dollars ($10,000,000);

(b) workers’ compensation and employers’ liability insurance (or other cover provided other than by way of insurance), as and to the extent required by law, in respect of its obligations toward all actual or deemed employees; and

(c) must provide written proof of the currency of the insurances referred to in clause 8.2 to the other Party on request.

9. **Term & termination**

9.1 Subject to earlier termination under this clause 9, this Agreement starts on the Start Date and continues for the Term.

9.2 Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party is in breach of this Agreement and fails to remedy the breach within 30 days after receiving notice requiring it to do so.

9.3 The expiration or termination of this Agreement will not affect any right or cause of action which has accrued to the Party which terminates this Agreement at or prior to the date of termination.

9.4 The University may also terminate this Agreement at any time without cause by giving the Health Service 90 days’ written notice.

9.5 Where the Commonwealth Government provides the University with written notice that its funding for the Activities has been terminated or reduced in scope, the University will provide written notice to the Health Service, and the Health Service will, acting in accordance with such notice:

(a) stop or reduce its performance of the obligations under this Agreement as specified in the notice; and
take all available steps to minimise loss resulting from that termination or reduction in scope.

9.6 For the avoidance of doubt, where the University’s notice under clause 9.5 provides for the termination of the Agreement, this Agreement will be terminated in accordance with the notice.

9.7 Clauses 5 [Confidentiality and Privacy], 6 [Intellectual property rights], 7 [Warranties], 8.1 [Indemnity and Insurance], 9.3 [Term & termination], and this clause 9.5 survive the expiration or termination of this Agreement (for whatever cause).

10. Record Keeping

10.1 The Health Service will retain copies of all materials associated with the provision of the Services including for example:
   (a) invoices, rebates, taxes and fees;
   (b) security procedures followed by the Health Service; and
   (c) details of the Health Service's performance as required by this Agreement.

10.2 The University is permitted to conduct a review of all materials held by the Health Service associated with the Activities as specified in this Agreement on two occasions in each calendar year during the term of this Agreement. The Health Service must provide all necessary assistance to facilitate the University's review of the materials.

11. Relationship

11.1 No employment, partnership or joint venture relationship is created or exists between the parties or between the University and any person appointed by the Health Service for the purposes of this Agreement.

11.2 The Health Service will not assume or create, or attempt to create, directly or indirectly, any obligation on behalf of or in the name of the University.

11.3 The Health Service is responsible for its own employees, agents and authorised sub-contractors.

12. Dispute resolution

12.1 A Party claiming that a dispute has arisen under this Agreement (Dispute) must notify the other Party giving details of the Dispute. The parties agree to attempt to resolve the Dispute in the spirit of good faith on a commercially realistic basis by negotiation or mediation for at least 14 days from the date of the notice giving details of the Dispute, before commencing any legal proceedings in relation to the Dispute.

12.2 Any Dispute which cannot be settled by negotiation between the parties, must be referred for determination by a person appointed for that purpose by the parties and failing Agreement, appointed by the President of the Institute of Arbitrators and Mediators Australia (Victorian Division).

12.3 Any determination made under the above clause is binding on the parties and the Commercial Arbitration Act 1984 (Vic) applies to the determination except to the extent otherwise agreed by the parties.

13. Governing law and jurisdiction

The laws that are applicable in Victoria, Australia govern this Agreement and each Party submits to the jurisdiction of the courts of that state.

14. Notices and other communications

14.1 A notice, demand, consent, approval or communication under this Agreement must be:
   (a) in writing, in English and signed by a person authorised by the sender; and
hand delivered or sent by prepaid post or facsimile to the recipient's address specified in the details as set out at the start of this Agreement and marked to the attention of the contact person specified in the details, as varied by any notice given by the recipient to the sender.

14.2 A notice given in accordance with clause 14.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;
(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
(c) if sent by facsimile, when the sender’s facsimile system generates a message confirming successful transmission of the entire notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire notice, but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

15. **Miscellaneous**

15.1 This Agreement may be altered only in writing signed by each Party.

15.2 The Health Service must not assign this Agreement or a right under this Agreement unless it has the prior written consent of the University acting in its absolute discretion.

15.3 The Health Service must not sub-contract the performance of all or any part of the Activities without the prior written consent of the University acting in its absolute discretion. The Health Service remains fully responsible for the performance of all work provided under this Agreement and for all costs incurred with respect to its authorised sub-contractor.

15.4 This Agreement may be executed in counterparts, including facsimile counterpart. All executed counterparts constitute one document.

15.5 This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

15.6 Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

15.7 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.

15.8 A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

15.9 This Agreement is subject to the special conditions (if any) set out in Schedule 2. In the event of inconsistency between the special conditions and the provisions of this Agreement, the special conditions will prevail.
Signing page

EXECUTED as an agreement.

Executed by
The University of Melbourne
by its authorised officer

____________________________________
Signature of authorised officer

____________________________________
Name of signatory (print)

Executed by the Health Service

____________________________________
Signature of director

____________________________________
Signature of director/company secretary
(Please delete as applicable)

____________________________________
Name of director (print)

____________________________________
Name of director/company secretary (print)

[The last party to sign the Agreement must date the first page]
Schedule 1- Term

Start Date means the date the last party signs the Agreement.

Term means from the Start Date until 31 December 2024.
1. **OBJECTIVE AND RATIONALE**

The University of Melbourne, Department of Rural Health, Rural Health Academic Network (RHAN) aims to build research capacity and workforce development through student placements, education and research in rural health services.

2. **BACKGROUND**

The RHAN was established in 2006 by the University of Melbourne based on a ‘hub and spoke’ model. The hub of the RHAN is the Department of Rural Health (DRH). The hub works closely and collaboratively with a number of Health Services across rural Victoria.

3. **THE UNIVERSITY OF MELBOURNE RHAN PROGRAM OUTCOMES**

The University of Melbourne RHAN program aims to facilitate the following outcomes:

- development of the rural health workforce through capacity building initiatives with health services;
- facilitation of activities that promote evidence based practice in healthcare;
- support for rural health student placements; and
- enable relevant local research by the Spoke Co-ordinator/s and Health Service staff, clinicians and students.

4. **ANNUAL WORKPLAN**

At the beginning of each calendar year, the Health Service Supervisor/Manager and University Supervisor (together, the Supervisors) and Spoke Co-ordinator/s will develop a workplan for that year. The workplan will focus on the following broad headings as they relate to the objectives of the xxxx Health and the RHAN program:

1. Capacity building of the health service,
2. Research undertaken within and for the health service
3. Facilitation of student placements, education and training
4. Engagement and knowledge transfer.

The workplan will identify xxxx Health and RHAN objectives, specific activities, specific outcomes for xxxx Health and the University Department of Rural Health (UDRH), timeframes for each activity, and professional development of the Spoke Co-ordinator. The workplan will be focused on meeting the objectives of the Health Service and the UDRH, adjusted according to the EFT of each RHAN Co-ordinator. These form the basis of Professional Development Review (or similar) process to enable annual review of the Spoke Co-ordinator.
5. **GOVERNANCE**

The structure of the RHAN is as depicted in the chart at Figure 1.

![Diagram of the RHAN Program]

**Figure 1.0: General Structure of the RHAN Program**
6. RHAN PROGRAM DETAILS

6.1 RHAN Management

There will be monthly meetings for the RHAN team, supported by the Department of Rural Health. There will also be 3-4 meetings each year with all team members, supervisors and senior staff from both organisations, including RHAN team members, Supervisors, the UDRH Director, the RHAN Director and/or senior Health Service managers.

If any issues arise with the Spoke Co-ordinator/s role, it is the responsibility of each party (RHAN Director, Health Service) to initiate discussion.

6.2 Roles and Responsibilities of the Health Service

The role of the Health Service is to facilitate the role of Spoke Co-ordinator/s by providing the essential elements of employment and support, including:

- provision of co-supervision of the Spoke Co-ordinator/s through a direct report to an agreed divisional director/ manager for activities related to the Health Service;
- an appropriate workspace;
- communication facilities including telephones and IT structures;
- transport for access to the immediate area and to attend key RHAN activities;
- generally accepted standards of administration support;
- appropriate Occupational Health & Safety standards;
- location specific supervision in respect to attendance and general workplace conduct;
- accountability and reporting processes for research progress and activity; and
- support for DRH students in practice and clinical environments.

6.3 Roles and Responsibilities of the Department of Rural Health

It is expected the Department of Rural Health will provide the following:

- funding for site specific negotiated EFT of Spoke Co-ordinator/s position for the period specified in the Access and Cooperation Agreement;
- research training for RHAN staff as determined by project specific requirements, the University Supervisor and individual capacity of each Spoke Co-ordinator/s;
- provision of regular research supervision (group or individual) which provides the Spoke Co-ordinator with opportunities for capacity building and reflective research practice; and
- support to the Health Service on issues related to student placements, rural workforce development and rural health research, where appropriate and agreed by the Spoke Co-ordinator/s, University Supervisor and the Health Service.

6.4 Roles and Responsibilities of the Spoke Co-ordinator/s

It is expected that Spoke Co-ordinator/ss will undertake the following:

- facilitate research capacity building and evidence based practice of the Health Service;
- facilitate relevant research, research training and research support within the health service;
- write and publish papers engaging with staff from the Health Service and/or DRH;
- facilitate the development of student placement opportunities and support students and other health science students on rural placements at the Health Service to ensure quality experiences where required;
- acknowledge the RHMT program in all RHAN related activities; and
- provide regular reporting at meetings and as set out in Clause 2.3 of the Agreement.
7. **RESEARCH FUNDING**

Opportunities for the Spoke Co-ordinator/s to work collaboratively with the Health Service in pursuit of strategic project or research grants and consultancies are encouraged. This should be discussed at the outset with the University Supervisor and the Health Service Supervisor/Manager, with negotiation and clear agreement of fund holder arrangements, roles and costs including on-costs for any grant or consultancy monies received.

8. **PUBLICATION AND AUTHORSHIP**

It is expected that over time staff involved with RHAN will publish their research and other activities in peer reviewed journals. Any publication arising from the support of the RHAN Program must acknowledge RHAN, the Department of Rural Health and support from the Australian Government Department of Health Rural Health Multidisciplinary Training Program.

9. **EXTERNAL COLLABORATION**

Collaboration and partnerships are encouraged that support the strategic directions of the Health Service and align with the ethos of the RHAN program. It is the responsibility of each Spoke Co-ordinator/s to inform the Supervisors about potential collaborations, prior to any formal arrangement.
Schedule 3 Payment

Item 1: University to reimburse Health Service for costs (clause 3.1)

The University will reimburse the Health Service in accordance with clause 3.1 of the Agreement.

SPOKE CO-ORDINATOR/S IS SECONDEE (clause 2.3)

Where the Spoke Co-ordinator/s is a Health Service employee that has been seconded to the University for the purposes of fulfilling the role of Spoke Co-ordinator/s, the Health Service will invoice the University twice a year, end March (for the period Jan-Jun) and end Sept (for the period Jul-Dec)* for:

Reimbursement of 50% salary and on-costs as set out in the individual secondment agreement.

- *If the Spoke Co-ordinator/s employment ceased during this time a pro-rata refund would be made.

SPOKE CO-ORDINATOR/S IS UNIVERSITY EMPLOYEE (clause 2.2)

Where the Spoke Co-ordinator/s is a University employee, the University will invoice the Health Service twice a year, end March (for the period Jan-Jun) and end Sept (for the period Jul-Dec)* for:

Reimbursement of 50% salary and on-costs of the negotiated EFT for the Spoke Co-ordinator/s (refer to indicative payment schedule at Appendix 1).

- *If the Spoke Co-ordinator/s employment ceased during this time, the parties will discuss recruitment and if a new RHAN Co-ordinator is not appointed, a pro-rata refund would be made.

CONFERENCE, PROFESSIONAL DEVELOPMENT AND RELATED TRAVEL

The Department of Rural Health will provide up to $4,000 (pro-rata for part-time staff) for conference travel, professional development and publication. The University Supervisor must approve the relevant expenditure, prior to any booking, commitment or travel arrangements being made.

- If the Spoke Co-ordinator/s is engaged under the secondment model, relevant conference or professional development approval prior to booking and registration should be sought from the Supervisors.

- Nothing in these procedures restricts a Health Service from approving conference, professional development or travel where the expense will not be offset to the DRH, however the University Supervisor should be consulted prior to arranging such leave or travel.
Appendix

Indicative payment schedule – where Spoke Co-ordinator/s is a University employee (clause 2.2)

Rates based on University of Melbourne Enterprise Agreement 2018

(*Note: Annual increase (May 24) has not been included - to be confirmed under the new Enterprise Agreement)

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<thead>
<tr>
<th>Academic Level</th>
<th>A8</th>
<th>B1</th>
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<tbody>
<tr>
<td>Calculation Period</td>
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<td>@May 2023</td>
</tr>
<tr>
<td>Annual Gross Salary @ 0.6 EFT</td>
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<td>TOTAL SALARY per Budget System Including On costs &amp; Leave provisions</td>
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<td>Indicative 50% contribution cost per annum*</td>
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