

The Royal **Children's**
Hospital Melbourne

Memorandum of Understanding
ROYAL CHILDREN'S HOSPITAL
and
BUDDHIST COUNCIL OF VICTORIA

1. AGREEMENT

This agreement is made on *August 21, 2013* between:

BUDDHIST COUNCIL OF VICTORIA

And

ROYAL CHILDREN'S HOSPITAL

2. RECITALS

- a. The **BUDDHIST COUNCIL OF VICTORIA (BCV)** the peak body for Buddhist organisations in Victoria
- b. **ROYAL CHILDREN'S HOSPITAL**, Melbourne

3. PURPOSE

- 3.1 To document the partnership between **ROYAL CHILDREN'S HOSPITAL** and **BUDDHIST COUNCIL OF VICTORIA** in relation to the provision of chaplaincy services to **ROYAL CHILDREN'S HOSPITAL** through the appointment of a Visiting Chaplain/s by **BUDDHIST COUNCIL OF VICTORIA**.
- 3.2 To clarify the roles and responsibilities of the partners to this agreement in relation to the faith community appointed chaplain.

4. DEFINITIONS

- 4.1 **Visiting Chaplain:** refers to a professionally qualified Chaplain who visits the hospital on behalf of their faith tradition. The Visiting Chaplain is employed by their particular faith tradition or community, and credentialed by the healthcare facility.
- 4.2 **Pastoral Care:** encompasses all ways in which attention is paid to spirituality, and particularly in the healthcare environment, to the spiritual issues that arise in the experience of illness, suffering, life and death. The terms 'pastoral care' and 'spiritual care' are very closely linked. In this

document, the term 'pastoral care' is used, with the understanding that 'spiritual care' could just as suitably be used.

- 4.3 **Chaplaincy:** a form of professional pastoral practice requiring the skills to provide pastoral, religious and spiritual care in the healthcare facility.

5. PERIOD OF CONTRACT

- 5.1 This Agreement will commence on 21/8/2013 and will end 31/08/2015 subject to the continued availability of funding through **BUDDHIST COUNCIL OF VICTORIA**.
- 5.2 A review of the terms and conditions of the Agreement will be conducted should the employment of the Chaplain be terminated in accordance with Clauses 8 and 10 or varied in accordance with Clause 11.
- 5.3 This agreement is to be reviewed biannually. The **BUDDHIST COUNCIL OF VICTORIA** undertakes to maintain regular communication with **ROYAL CHILDREN'S HOSPITAL** during the life of this agreement.

6. TERMS AND CONDITIONS

The appointment of the Visiting Chaplain to **ROYAL CHILDREN'S HOSPITAL** by the **BUDDHIST COUNCIL OF VICTORIA** is recognised by both parties as a joint appointment. The **BUDDHIST COUNCIL OF VICTORIA** is responsible for recruiting, supplying and remunerating the Visiting Chaplain. The **ROYAL CHILDREN'S HOSPITAL**, through the Coordinator of Pastoral and Spiritual Care, is responsible for the day to day management and supervision of the Visiting Chaplain and for ensuring that the Visiting Chaplain complies with the policies, standards and procedures of the **ROYAL CHILDREN'S HOSPITAL**.

The purpose of this section is to clarify the joint responsibilities and liabilities as agreed to by both parties to this Agreement.

6.1 The **BUDDHIST COUNCIL OF VICTORIA** will

The **BUDDHIST COUNCIL OF VICTORIA** will be responsible for the employment of a Visiting Chaplain who will provide pastoral care services to children and families of the Buddhist tradition at the **ROYAL CHILDREN'S HOSPITAL** and for ensuring that the Visiting Chaplain adheres to the **BUDDHIST COUNCIL OF VICTORIA** Code of Conduct or its equivalent. The recruitment process will have regard for the needs of the **ROYAL CHILDREN'S HOSPITAL** Pastoral and Spiritual Care Department in terms of developing its capacity to address the spiritual needs of the patient population. In making such an appointment, the **BUDDHIST COUNCIL OF VICTORIA** will:

- 6.1.1 Collaborate with **ROYAL CHILDREN'S HOSPITAL** to interview, appoint and employ a suitably qualified Visiting Chaplain who will report to **ROYAL CHILDREN'S HOSPITAL** through the Coordinator of Pastoral and Spiritual Care.
- 6.1.2 As employer, be responsible for providing all mandated entitlements.
- 6.1.3 Ensure that the Visiting Chaplain will keep **ROYAL CHILDREN'S HOSPITAL** advised of her/his non-attendance.

- 6.1.4 Be responsible for ensuring that the Visiting Chaplain has undergone police checks, and Working with Children checks, and for informing **ROYAL CHILDREN'S HOSPITAL** of any disclosable outcomes. **ROYAL CHILDREN'S HOSPITAL** will use the information in accordance with the **ROYAL CHILDREN'S HOSPITAL** Police Check Procedure.
- 6.1.5 Agree that at all times whilst the Visiting Chaplain is on **ROYAL CHILDREN'S HOSPITAL** premises or providing services to staff, patients or their carers, the **BUDDHIST COUNCIL OF VICTORIA** is responsible and liable for the conduct and acts and omissions of the Visiting Chaplain.
- 6.1.6 Be responsible for providing opportunities for continuing formation through its Professional Development Program.
- 6.1.7 Facilitate the networking of the Visiting Chaplain with local **faith communities and ROYAL CHILDREN'S HOSPITAL** chaplains.
- 6.1.8 Through collaboration with the Coordinator of Pastoral and Spiritual Care, develop a Position Description that is specific for a Visiting Chaplain employed by the **BUDDHIST COUNCIL OF VICTORIA** to work in **ROYAL CHILDREN'S HOSPITAL**.
- 6.1.9 Endorse the **ROYAL CHILDREN'S HOSPITAL** requirement that all Visiting Chaplains comply with all Occupational Health and Safety, Equal Opportunity, Confidentiality and Privacy and other Workplace policies and procedures. Such policies and procedures are available on the **ROYAL CHILDREN'S HOSPITAL** website and will be provided to the **BUDDHIST COUNCIL OF VICTORIA** on request.

6.2 **ROYAL CHILDREN'S HOSPITAL** will

- 6.2.1 Ensure the Visiting Chaplain receives sufficient orientation to **ROYAL CHILDREN'S HOSPITAL** policies and procedures, including Occupational Health and Safety, Infection Control and Confidentiality and Privacy.
- 6.2.2 Directly supervise, through the **ROYAL CHILDREN'S HOSPITAL** Coordinator of Pastoral and Spiritual Care, the work of the Visiting Chaplain to ensure adherence to **ROYAL CHILDREN'S HOSPITAL** policies and procedures. This includes day to day performance management of individuals and development of the Pastoral and Spiritual Care Department as a collegial team.
- 6.2.3 Ensure that the Visiting Chaplain has access to services provided by Human Resources, including guidance and assistance with regard to **ROYAL CHILDREN'S HOSPITAL** Grievance Procedures.
- 6.2.4 Report management concerns to the **BUDDHIST COUNCIL OF VICTORIA** in a timely manner.
- 6.2.5 Provide access to office facilities on-site, and access to current lists of patients who identify as Buddhist.
- 6.2.6 Provide Identification (which must be worn by the Visiting chaplain at all times within the hospital)

- 6.2.7 Provide inclusion and recognition as part of the Pastoral and Spiritual Care Department.
- 6.2.8 Ensure access to relevant training provided by **ROYAL CHILDREN'S HOSPITAL**.

7. KEY SUPPORTIVE RELATIONSHIPS

- 7.1 **ROYAL CHILDREN'S HOSPITAL** recognises that the **BUDDHIST COUNCIL OF VICTORIA** requires any Visiting Chaplain in its employ to participate in its Healthcare Chaplaincy Networks.
- 7.2 **ROYAL CHILDREN'S HOSPITAL** affirms that the Visiting Chaplain will be expected to be a participating member of a professional pastoral and spiritual care association, such as Spiritual Care Australia.
- 7.3 **ROYAL CHILDREN'S HOSPITAL** expects the Visiting Chaplain to take responsibility for keeping the Coordinator of Pastoral and Spiritual Care informed of the nature and extent of their work within **ROYAL CHILDREN'S HOSPITAL**.

8. PERFORMANCE MANAGEMENT AND REVIEW

- 8.1 A six month probationary period will apply to each individual appointment of a Visiting Chaplain. This will allow all parties to review the appropriateness of the appointment. It will also create the opportunity to raise and address any outstanding needs or issues surrounding settlement into the Pastoral and Spiritual Care Department and the wider health service.
- 8.2 An annual Performance Review will be conducted for the Visiting Chaplain according to **ROYAL CHILDREN'S HOSPITAL** performance review processes. The performance review process implemented by the **BUDDHIST COUNCIL OF VICTORIA** shall seek and include feedback from the Coordinator of Pastoral and Spiritual Care, **ROYAL CHILDREN'S HOSPITAL**, Melbourne.
- 8.3 Any decision to deny access to the Visiting Chaplain or to seek the termination of the chaplaincy by either party must proceed formally and in a timely manner between the Coordinator of Pastoral and Spiritual Care Department of **ROYAL CHILDREN'S HOSPITAL** and the designated representative of the **BUDDHIST COUNCIL OF VICTORIA**.
 - 8.3.1 Clearly documented reasons must be provided for the termination being sought including evidence that all processes to resolve issues of performance or grievance have progressed in line with the terms of this agreement and the Hospital's own policies regarding grievance procedures and the handling of internal complaints.

9. INDEMNITY AND INSURANCE

- 9.1 **ROYAL CHILDREN'S HOSPITAL** requires that the Visiting Chaplain be covered by the employer's insurance policy to indemnify **ROYAL CHILDREN'S HOSPITAL** against any claims, demands, charges or

expenses made against **ROYAL CHILDREN'S HOSPITAL** as a result of the actions of the Visiting Chaplain.

10. DISPUTE RESOLUTION

Any disputes or grievances arising out of this Agreement should be resolved between the relevant parties. At times this may require all three parties – the Visiting Chaplain, and authorised representatives from **ROYAL CHILDREN'S HOSPITAL** and **BUDDHIST COUNCIL OF VICTORIA** – to meet.

11. VARIATION AND REVIEW

This Agreement cannot be varied, altered or amended unless by the agreement in writing of both parties.

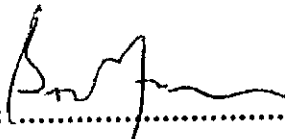
12. TERMINATION OF THIS AGREEMENT

Either party may terminate this Service Agreement at any time by giving three (3) months written notice to the other party.

SIGNATORIES TO THIS AGREEMENT


BUDDHIST COUNCIL OF VICTORIA (full legal entity and relevant signatures and dates)

Name: *Ven. Samthyan Suman.* Title: **Healthcare Chaplaincy Manager**
On behalf of Buddhist Council of Victoria

Signature:  Date: *12/9/13*

ROYAL CHILDREN'S HOSPITAL (full legal entity and relevant signatures and dates)

Name: *Bernadette O'Connor* Title: **Director Allied health**

Signature:  Date: *25/9/13*