



Australian Government
Department of Education

In Home Care Agreement Template

DISCLAIMER

This document has been prepared by the Department of Education ('the Department') as a template agreement which In Home Care services may find useful in complying with their obligations under section 24 of the *Child Care Benefit (Eligibility of Child Care Services for Approval and Continued Approval) Determination 2000* ('the Eligibility Determination'). The Department accepts no responsibility for the contents of this document. Parties should seek their own legal and professional advice. There is no requirement for parties to use this document. Parties are free to develop their own agreement. The following provisions in this document, if properly completed, implement the requirements of section 24 of the Eligibility Determination: Parties, clauses 1.1 and 1.2, 2, 3, 4.1, 5.1, 6.1 and 6.2, 7, and Signatures. The other provisions in this document are matters which the Department considers parties would find useful to include in their agreement.

PURPOSE

This agreement ('Agreement') is intended to satisfy the requirements of section 24 of the *Child Care Benefit (Eligibility of Child Care Services for Approval and Continued Approval) Determination 2000* ('the Eligibility Determination'). Section 24 requires an In Home Care service, as a condition for the continued approval of the service, to enter into a written agreement for any child or children to which the service provides in home care, between the service, the In Home Carer and the person or persons liable to pay child care fees in respect of the child or children.

PARTIES

This Agreement is made on the day of 20.....

BETWEEN

(Name of In Home Care Service) ('the Service') and

(Name of In Home Carer*) ('the Carer') and

** Note: Section 24(3) of the Eligibility Determination provides that 'In Home Carer' means the carer, or the employee of the approved child care service, who provides in home care. Section 3 of the Eligibility Determination provides that 'carer' means a person contracted by a family day care service or an In Home Care service to provide child care.*

(Name(s) of person(s) liable to pay fees in respect of the child or children the subject of this Agreement) ('the Responsible Person')

(Collectively, 'the Parties').

OPERATIVE PROVISIONS

1. Term of this Agreement [section 24(2)(b)]

1.1 In home care is to be provided to the child or children specified in clause 2:

(a) starting on; and
(insert day, month, year)

(b) subject to clause 1.2, ending on
(insert day, month, year)

1.2 If at any time the Service determines that a child or children specified in clause 2 ceases to be eligible to receive In Home Care, this Agreement terminates effective on the first day the child or children ceased to be eligible.

1.3 The Service may at any time review the eligibility of the child or children specified in clause 2 to receive In Home Care and will do so at least once every six months , in accordance with the *Interim Standards for In Home Care Funding agreement requirements*, February 2008, Standard 3.1.2 ('*Interim Standards for In Home Care*').

[Note: eligibility of a child to receive in home care is specified in sections 10(1B) and 10(1C) of the Eligibility Determination.]

2. Children to receive in homecare services under this Agreement [section 24(2)(a), (b), (g)]

2.1 This clause specifies, in the table(s) below, in relation to each child to whom In Home Care is to be provided under this Agreement:

- (a) the child's name;
- (b) details of the care to be provided to the child;
- (c) any particular requirements of children with disabilities;
- (d) provision for emergencies; and
- (e) details of the fees to be charged for the care.

[Note: Complete one table below for each child who is to receive In Home Care under this Agreement. Use as many tables as needed]

Name of Child 1:				Date of Birth: DD/MM/YYYY			
Schedule of Care to be Provided							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Start Time							
Finish Time							
Total Number of Hours							
Fees charged \$ Hourly/Daily/ Weekly (circle)	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W
Provide below: (a) details of the care to be provided to the child; (b) if the child has a disability any particular care requirements; and (c) provision for emergencies.							
(a)							
(b)							
(c)							

Please Note: These are hours of booked care. If there are any changes to the regular booked hours for this child, a new agreement should be completed.

Name of Child 2:				Date of Birth: DD/MM/YYYY			
Schedule of Care to be Provided							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Start Time							
Finish Time							
Total Number of Hours							
Fees charged \$ Hourly/Daily/ Weekly (circle)	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W
Provide below: (a) details of the care to be provided to the child; (b) if the child has a disability any particular care requirements; and (c) provision for emergencies.							
(a)							
(b)							
(c)							

Please Note: These are hours of booked care. If there are any changes to the regular booked hours for this child, a new agreement should be completed.

Name of Child 3:				Date of Birth: DD/MM/YYYY			
Schedule of Care to be Provided							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Start Time							
Finish Time							
Total Number of Hours							
Fees charged \$ Hourly/Daily/ Weekly (circle)	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W
Provide below: (a) details of the care to be provided to the child; (b) if the child has a disability any particular care requirements; and (c) provision for emergencies.							
(a)							
(b)							
(c)							

Please Note: These are hours of booked care. If there are any changes to the regular booked hours for this child, a new agreement should be completed.

Name of Child 4:				Date of Birth: DD/MM/YYYY			
Schedule of Care to be Provided							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Start Time							
Finish Time							
Total Number of Hours							
Fees charged \$ Hourly/Daily/ Weekly (circle)	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W
Provide below: (a) details of the care to be provided to the child; (b) if the child has a disability any particular care requirements; and (c) provision for emergencies.							
(a)							
(b)							
(c)							

Please Note: These are hours of booked care. If there are any changes to the regular booked hours for this child, a new agreement should be completed.

Name of Child 5:				Date of Birth: DD/MM/YYYY			
Schedule of Care to be Provided							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Start Time							
Finish Time							
Total Number of Hours							
Fees charged \$ Hourly/Daily/ Weekly (circle)	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W	H/D/W
Provide below: (a) details of the care to be provided to the child; (b) if the child has a disability any particular care requirements; and (c) provision for emergencies.							
(a)							
(b)							
(c)							

Please Note: These are hours of booked care. If there are any changes to the regular booked hours for this child, a new agreement should be completed.

3. Insurance [section 24(2)(c)]

3.1 The Parties have agreed to the following arrangements for insurance:

[Note: Provide details of any applicable insurance policies, including: the type of insurance, the name of the insurer, the place(s) at which the insurance applies, the name of the policy holder, the policy number of the insurance and period of insurance. Use as many tables as necessary]

Insurance policy 1

Type of insurance: _____
 Name of insurer: _____
 Policy number: _____
 Place(s) at which the insurance applies: _____
 Period of insurance: _____
 _____/_____/____ to _____/_____/____

 Name of policy holder: _____

Insurance policy 2

Type of insurance: _____
 Name of insurer: _____
 Policy number: _____
 Place(s) at which the insurance applies: _____
 Period of insurance: _____
 _____/_____/____ to _____/_____/____

 Name of policy holder: _____

Insurance policy 3

Type of insurance: _____
Name of insurer: _____
Policy number: _____
Place(s) at which the insurance applies: _____
Period of insurance: _____
_____ / _____ / _____ to _____ / _____ / _____
Name of policy holder: _____

4. Carer's responsibilities [section 24(2)(d)]

- 4.1 The Carer is not required to carry out any duties other than child care in relation to the child or children specified in clause 2 of this Agreement.

[Note: The Carer is not responsible for carrying out any duties in relation to a child or children not specified in clause 2 of this Agreement or in relation to the Responsible Person.]

- 4.2 The Carer acknowledges receipt of a copy of the *Interim Standards for In Home Care*.
- 4.3 The Carer undertakes to comply with all the requirements and responsibilities of a carer specified in the *Interim Standards for In Home Care*.
- 4.4 The Carer agrees to keep all records required to be kept under the *Interim Standards for In Home Care* or which the Service requires the Carer to keep:
- (a) up to date; and
 - (b) confidential.

5. Service's responsibilities [section 24(2)(e)]

- 5.1 The Service must provide the following training and support to the Carer:

[Note: Specify here the details of any training and support the Service will provide to the Carer.]

- 5.2 The Service must provide to the Responsible Person documents containing the information specified in clause 6.4.

6. Responsible Person's responsibilities [section 24(2)(f), (g)]

- 6.1 The Responsible Person must ensure that the following safety requirements are satisfied at the place(s) where the Carer is required to provide In Home Care under this Agreement:

[Note: Specify here the details of any safety requirements. If there are none, then write 'None' here.]

- 6.2 The Responsible Person must pay to the Service the fees specified in the table(s) in clause 2 of this Agreement.
- 6.3 The Responsible Person must keep a record of, and sign the record of, the start and end times of every session of in homecare provided by the Carer for each child receiving the in homecare. The Responsible Person must also record the start and end times of each period of time within a session of in homecare during which a child is not in the Carer's direct supervision
- 6.4 The Responsible Person acknowledges receipt of document(s) containing the following information:
- (a) the Service's philosophy of service;
 - (b) the Service's policies, procedures and practices;
 - (c) the telephone number and address of the local/state Department of Education contact person;
 - (d) the *Interim Standards for In Home Care*; and
 - (e) the Service's complaints handling mechanism.
- 6.5 The Responsible Person must inform the Service immediately if any event or circumstance occurs which would render a child or children specified in clause 2 of this Agreement no longer eligible to receive In Home Care.
- 6.6 If the Responsible Person is more than one individual, each individual is jointly and severally liable for the obligations in this clause 6.

7. Alternative care arrangements [section 24(2)(h)]

- 7.1 The Parties agree that if the Carer is unable to provide care for any reason, the following arrangements are to apply:

[Note: Specify here the details of the alternative arrangements that will apply.]

8. Other matters

8.1 The Parties agree that:

[Note: Specify here the details of any additional terms and conditions that will apply.]

SIGNATURES

Executed as an Agreement by:

for and on behalf of the Service:

(Signature)

(Date)

(Name)

(Position)

the Carer:

(Signature)

(Date)

(Name)

the Responsible Person:

(Signature)

(Date)

(Name)