

Massachusetts' Veterans Independence Plus Program (VIP)

Veteran & ()

Agreement

This agreement made this ____ day of _____, 20____, by and between _____ (Veteran) and () provides as follows:

1. Veteran has been determined to be eligible for the VIP program administered by () as set forth in this Agreement.
2. Veteran has voluntarily chosen to participate in the VIP program offered by () which provides for the Veteran to utilize Veterans Administration funds to select, train and employ support worker(s) in accordance with the terms of this Agreement.
3. The duration of this agreement ("the agreement period") is from _____ to _____. Any extensions to the agreement period must be evidenced by a writing duly authorized ().
4. () reserves the right to:
 - a. Terminate the agreement if the Veteran fails to comply with any of the requirements of this Agreement and the VIP program guidelines;
 - b. Require the Veteran to change from The VIP program to a traditional veteran's or other home and community program utilizing agency employees;
 - c. Terminate VIP program services if the Surrogate becomes unavailable, or () requires Veteran to replace the Surrogate and another Surrogate cannot be identified within 30 days of the notification for the need for such replacement;
 - d. Require the Veteran to obtain a Surrogate if () determines that the Veteran is not able to manage the VIP program independently. () will terminate the VIP program option if the Veteran does not obtain a Surrogate within 30 days of the date of () assessment;
 - e. Require the Veteran to replace a Surrogate if the Surrogate is not performing the VIP program tasks in accordance with this Agreement.
5. During the contract period, () agrees to authorize, with approval from Bedford or Boston VAMC, _____ hours per month for the benefit of Veteran to hire support worker(s) who shall perform home care services for the benefit of the Veteran. Any cost incurred by the Veteran for hours worked in excess of those authorized by () is the sole responsibility of the Veteran. Veteran shall be solely responsible for the hiring, training, retention and firing of such support worker(s).

Must be Completed

(for Tempus Unlimited, Inc. payroll processing: Client is authorized _____ hours per week)

6. () obligation to authorize and provide the expenditure of funds under this Agreement is subject to the availability of funding made available to () and the Executive Office of Elder Affairs.

7. As a condition for receiving The VIP program Services, Veteran shall:
 - a. fully and accurately complete and deliver to () all documentation as directed by ();
 - b. complete and sign all employment forms required by ();
 - c. complete and sign any activity forms and submit them to Fiscal Intermediary (FI) in accordance with the instructions provided and the timeframe specified by ();
 - d. ensure that information submitted on any activity form and/or timesheet for each pay period correctly identifies who provided VIP program services and the correct hours and dates that the VIP program services were provided;
 - e. hire, fire, and train support worker(s) for no more than the authorized hours and at the rates of pay as set forth in this Agreement;
 - f. cooperate with () during assessments, evaluations and re-evaluations;
 - g. notify () of date of termination of the Veteran's support worker(s) and/or any changes in worker(s);
 - h. notify () of the Veteran change of address;
 - i. notify () when there is a change in the Veteran's medical condition or living situation that may require an adjustment in the number of day/evening hours per week or type of service to be provided;
 - j. work with () to resolve any issues or complaints;
 - k. provide () upon request and at least annually, with documentation requested by () to verify compliance with Veteran obligations and proper use of The VIP program funds. Such documentation may include, but is not limited to, copies of W-2s issued to support worker(s), proof of payment of federal and state taxes, proof of payment of unemployment insurance taxes, and proof of purchase of worker's compensation insurance for support worker(s);
 - l. pay support worker(s) the wages set forth herein, with the appropriate taxes withheld;

m. comply with all applicable state and federal labor laws, including, but not limited to, federal and state child labor laws.

8. Veteran hereby acknowledges that the support workers he or she hires to perform home care services are not employees, agents, representatives and/or servants of ().

9. Veteran holds harmless () and their agents, representatives, servants, directors, employees, attorneys, officers and anyone else claiming by or through () against any and all claims, charges, promises, agreements, controversies, demands, liabilities, obligations, suits, judgments, actions, causes of action, rights, damages, costs, losses, debts, and expenses (including attorneys' fees and costs), of any nature whatsoever, in law and in equity, ("potential claim") resulting from the acts, omissions, breach, default or other conduct of the Veteran, his or her employees, agents, and others acting on his or her behalf, in connection with the performance of any work by or for the Veteran arising out of this Agreement and the Veteran hereby agrees to indemnify () and defend and bear all cost to defend any and all such potential claims against ().

10. () agrees to provide Care Advisor and Support Broker Service Services to Veteran, provided Veteran is not in breach of this Agreement.

11. This Agreement shall not be amended or modified unless such amendment or modification is in writing and signed by both parties. If any part of this Agreement shall in any form or matter deemed to be invalid, illegal or unenforceable, the remaining portions of this Agreement not so affected shall continue to operate and be of full force and effect.

_____	_____	_____
Name of Veteran	Signature of Veteran	Date

_____	_____	_____
Name of Care Advisor	Signature of Care Advisor	Date
()	()	

_____	_____	_____
Name of Agency Supervisor	Signature of Supervisor	Date

_____	_____	_____
Name of Surrogate	Signature of Surrogate	Date