

**Massachusetts' VDC Veteran & ADNA Agreement**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (Veteran), and \_\_\_\_\_ (ADNA) provides as follows:

- Veteran has been determined to be eligible for the Veteran Directed Care (VDC) program administered by the ADNA as set forth in this Agreement.
- Veteran has voluntarily chosen to participate in the VDC Program, 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.
- ADNA reserves the right to:
  - Terminate the agreement if the Veteran fails to comply with any of the requirements of this Agreement and the VDC Program guidelines;
  - Require the Veteran to change from the VDC Program to a traditional Veteran's or other home and community-based program utilizing agency employees;
  - Terminate VDC program services if the Surrogate becomes unavailable, or ADNA requires Veteran to replace the Surrogate and another Surrogate cannot be identified within 30 days of the notification for the need for such replacement;
  - Require the Veteran to obtain a Surrogate if ADNA determines that the Veteran is not able to manage the VDC independently. ADNA will terminate the VDC Program option if the Veteran does not obtain a Surrogate within 30 days from the date the Veteran was assessed and determined to need a Surrogate;
  - Require the Veteran to replace a Surrogate if the Surrogate is not performing the VDC Program tasks in accordance with this Agreement.
- During the contract period, ADNA agrees to authorize, with approval from the VA Medical Center (VAMC) VDC Coordinator, the number of hours per week 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 ADNA is the sole responsibility of the Veteran. Veteran shall be solely responsible for the hiring, training, retention and firing of such support worker(s).
- ADNA obligation to authorize and provide the expenditure of funds under this Agreement is subject to the availability of funding made available to ADNA.
- As a condition for receiving The VDC program services, Veteran shall:

- fully and accurately complete and deliver to ADAN all documentation as directed by ADNA;
  - complete and sign all employment forms required by ADNA;
  - complete and sign any activity forms and submit them to Fiscal Intermediary (FI) in accordance with the instructions provided and the timeframe specified by ADNA;
  - ensure that information submitted on any activity form and/or timesheet for each pay period correctly identifies who provided VDC program services and the correct hours and dates that the VDC program services were provided;
  - 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;
  - cooperate with ADNA during assessments, evaluations/re-evaluations, monthly telephone and quarterly home visits ;
  - notify ADNA of date of termination of the Veteran's support worker(s) and/or any changes in worker(s);
  - notify ADNA of the Veteran change of address;
  - notify ADNA 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 including hospitalization or out of home admission/placement;
  - work with ADNA to resolve any issues or complaints;
  - comply with all applicable state and federal labor laws, including, but not limited to, federal and state child labor laws.
  - 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 ADNA.
- Veteran holds harmless ADNA and their agents, representatives, servants, directors, employees, attorneys, officers and anyone else claiming by or through ADNA 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
  - ADNA and defend and bear all cost to defend any and all such potential claims against ADNA
  - ADNA agrees to provide case management services to Veteran, including monthly telephone contact, quarterly home visits, and ongoing case management for any issues that arise, provided Veteran is not in breach of this Agreement.

- 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.

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Name of Veteran	Signature of Veteran	Date
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Name of ADNA Care Advisor	Signature of ADNA Care Advisor	Date
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Name of ADNA Supervisor	Signature of ADNA Supervisor	Date
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Name of Surrogate	Signature of Surrogate	Date
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