

**Request Type**



New application



Change direct deposit banking information

**ATV Client Name** \_\_\_\_\_

**POA/Joint Bank Account Owner** \_\_\_\_\_

<b>ACCOUNT NUMBER</b> (Check the appropriate box and provide the account number, if applicable.)			
<input type="checkbox"/> CHECKING	<input type="checkbox"/> SAVINGS		
Routing Number		Account Number	
<b>DIRECT EXPRESS DEBIT</b> (Please choose debit card type.) <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> VISA			
<input type="checkbox"/> DIRECT/CREDIT CARD	<b>NAME</b> (How it appears on the card)		
<b>CARD NUMBER</b>	<b>EXPIRATION DATE</b>	<b>SECURITY CODE</b> (3 digit code on back of card)	<b>ZIP CODE</b> (5-digit zip code associated with card)

**Subject to the following conditions:**

1. The responsible party/P.O.A. is required to be the joint account owner. (You may open a separate account strictly for the V.A. reimbursement, if applicable.)
2. Your homecare payments will be withdrawn from the authorized bank account monthly.
3. Automatic withdrawal payments may be revoked by Aide To Veterans presented are not paid.
4. A service fee may be assessed for any electronic draft authorizations returned for insufficient funds resulting in a homecare balance remaining unpaid.
5. Authorized electronic payments may be cancelled at any time with written notice to Veterans Care Coordination.
6. Cancellation of electronic payments DOES NOT release you from your obligation to settle any balances remaining unpaid on your homecare account.
7. In the event of bank account owner's death, Aide To Veterans reserves the right to automatically withdraw any final, unpaid homecare balances.

**I acknowledge and authorize by written request for Aide To Veterans to electronically withdraw funds from the financial account specified below for payment towards my homecare services.**

**Bank Account Owner** \_\_\_\_\_ **Date** \_\_\_\_\_

**Joint Bank Account Owner/ POA** \_\_\_\_\_ **Date** \_\_\_\_\_

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THIS LOAN AGREEMENT ("the Loan Agreement") is entered into by and between ("the Borrower"), ("Guarantor")

and Veterans Care Coordination, LLC (the "Company").

**WHEREAS**, Borrower and Company have entered into a Services Agreement, dated \_\_\_\_\_ pursuant to which Company is obligated to provide personal care and coordination services for the Borrower (the "Services");

**WHEREAS**, the Borrower is obligated to pay for the Services;

**WHEREAS**, Borrower is currently unable to pay for the Services; and

**WHEREAS**, Company has agreed to loan Borrower an amount equal to the amount payable for any Services that are provided following the date of this Loan Agreement, for which payment has not been made, as payment therefore is due (the "Loan") until this Loan Agreement is terminated as provided below;

**NOW, THEREFORE**, in consideration of the mutual agreements herein and other sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

## **I. TERMS OF LOAN**

- 1.1 Borrower does hereby promise to pay to the order of Company, at Cincinnati, Ohio or at such other place as Company may from time to time designate in writing, an amount equal to amount payable for the Services provided to the Borrower, with NO INTEREST. Company shall advance such amounts from time to time as the Borrower incurs obligations to pay for Services, provided that this Loan Agreement remains in effect.
- 1.2 At any time, Company, in its sole discretion, can refuse to advance any amount on Borrower's behalf, provided that Company's refusal shall only apply to amounts related to Services not yet rendered.
- 1.3 The balance due under this Loan Agreement is due and payable upon the earlier of (i) ten (10) days following Borrower's receipt of his or her Pension (as such term is defined in the Services Agreement), (ii) Borrower's admission to a nursing home or other long-term care facility, (iii) Borrower's death, (iv) denial of the Pension, or (v) Company's demand which demand shall be made not later than six (6) months following the termination of this Loan Agreement. The provisions of this Section 1.3 shall survive termination of this Loan Agreement.

## **II. REPRESENTATIONS & WARRANTIES**

The Borrower expressly represents and warrants that:

- 2.1 The signing and delivery of this Loan Agreement and the Services Agreement (the "Documents") by the Borrower constitute the legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms.

- 2.2 There are no lawsuits or administrative proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower which might have a material adverse effect upon the ability of the Borrower to repay this loan according to its terms.

**III. EVENTS OF DEFAULT**

Each of the following shall separately be considered an “Event of Default” for purposes of this Loan Agreement.

- 3.1 Failure to pay the balance due under this Loan Agreement when due.
- 3.2 If any representation or warranty made in the Documents should prove to be untrue in any material respect, as of the date made.
- 3.3 Default by the Borrower in the performance or observance of any term or agreement contained in the Documents.
- 3.4 Death, incompetence, or commencement of any proceeding under bankruptcy or insolvency laws, of or by the Borrower or the giving of notice, or the occurrence of any event, terminating the liability of Borrower as to obligations of the Borrower.

**IV. RIGHTS & REMEDIES IN THE EVENT OF A DEFAULT**

- 4.1 Upon the occurrence of an Event of Default and at any time thereafter, Company may declare the balance due under this Loan Agreement immediately due and payable without demand or notice of any kind, the same being expressly waived, and such indebtedness shall thereupon be and become immediately due and payable. In the event that the Borrower does not immediately pay the balance due under the Loan Agreement, Guarantor will be responsible for paying the balance due.
- 4.2 No failure on the part of Company to exercise, and no delay in exercising, any right shall operate as a waiver, nor shall any single or partial exercise by Company of any right hereunder preclude Company from exercise of its rights under this Loan Agreement at any time. Each and every right granted to Company under the Documents or allowed to it at law or in equity shall be deemed cumulative and may be exercised from time to time.
- 4.3 Borrower understands that any Event of Default will constitute an event of default under all other agreements and evidence of indebtedness between Borrower and Company whether now existing or hereafter executed and whether or not such is an event of default specified therein.
- 4.4 In the event that it should become necessary for Company to employ legal counsel to collect the indebtedness hereby evidenced, or any part thereof, Borrower agrees to pay all reasonable attorney’s fees and court costs for the services of such counsel.
- 4.5 In the event of default hereunder or under the Services Agreement, interest shall thereafter be payable at the maximum legal rate of interest for the duration of such default.

**I. MISCELLANEOUS**

5.1 No changes or waiver of any provision of this Agreement, nor consent to any change in this Agreement, shall be effective unless it shall be in writing signed by Company (or one of Company's authorized agents), and then only in the specific instance and for the purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

5.2 Any notice required or permitted to be given shall be in writing and shall be deemed delivered if deposited in the U.S. Mail with postage prepaid and certified for delivery and addressed to either party at the address below, or to such other address as either party may subsequently provide in writing to the other.

If to the Company: Aide to Veterans

If to the Borrower:

If to the Guarantor:

5.3 In case any one or more of the provisions contained in this Loan Agreement, or any other document delivered to Company, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein, and shall not in any way be affected or impaired thereby.

5.4 This Loan Agreement shall be interpreted under the laws of the State of Ohio. Exercise of any right or remedy in the event of default shall likewise be governed by the laws of Ohio.

5.5 This Loan Agreement and the Services Agreement constitute the entire understanding between the parties with respect to the subject matter included and all previous agreements whether oral or in writing are incorporated herein. Any modification shall be expressed in writing signed by both parties.

5.6 This Loan Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.7 Borrower may not assign this Loan Agreement or any of the rights, duties or obligations hereunder without the prior written consent of Company.

5.8 This Loan Agreement shall be binding upon and enforceable against the heirs,

successors, legal and personal representatives and assigns of the parties.

- 5.9 This Loan Agreement may be terminated upon notice by either party; provided, however, that the obligation to repay amounts advanced hereunder shall survive termination hereof.

The parties to this Loan Agreement have signed it as of the day and year first above written:

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND IT, AND AGREE TO THE TERMS AND CONDITIONS DESCRIBED IN THIS AGREEMENT.**

<p><b>BORROWER / VETERAN OR SURVIVING SPOUSE</b></p>  <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Printed Name)</p> <p>_____</p> <p>(Date Signed By Applicant)</p>	<p><b>GUARANTOR / RESPONSIBLE PARTY / POA</b></p>  <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Printed Name)</p> <p>_____</p> <p>(Date Signed By Responsible Party)</p> <p>_____</p> <p>(Relationship to Applicant / Date of Birth)</p> <p>_____</p> <p>(Social Security Number / Phone Number)</p>
<p><b>COMPANY: Aide To Veterans , LLC</b></p> <p>_____</p> <p>(Signature of an authorized representative of Aide To Veterans, LLC)(Date)</p> <p>_____</p>	

be successful or otherwise not worthy of being pursued. If a higher Pension is not awarded, Applicant will be responsible for paying the difference between the charge for the Services provided and the amount of the Pension.

- F. Applicant will provide to Company copies of any and all correspondence relating to the denial of Pension benefits.
- G. Because eligibility for the Pension is dependent on the Applicant's assets, the Applicant shall inform Company prior to taking any actions that would have a material impact on the Applicant's assets. For example, the Applicant must inform Company prior to selling the Applicant's house.
- H. Applicant acknowledges that he/she may have to pay all or a portion of the Services in order to be eligible for the Pension and that once granted, the Pension may not be enough to pay for all of the Services. If you are an Applicant that is required to purchase additional home care hours to maintain eligibility, your monthly costs for additional services shall be \_\_\_\_\_, and your total cost for services to be provided is \_\_\_\_\_.
- I. During the processing period a payment of \_\_\_\_\_ is required monthly. After approval of the VA benefit and all home care expenses are paid in full to Company, the Applicant will receive a reimbursement of the monthly payment that was made during the processing period with exclusion to any hours that must be purchased in order to qualify.

**II. SERVICES PROVIDED** Company shall arrange for personal care / home care assistance services to be provided for the Applicant through various providers under contract with Company (the "Services"). Such services will be provided beginning during the month following the month in which the Applicant's Pension application (completed in manner acceptable to Company) is submitted to the VA.

Initially, Company will arrange for such Services to be provided \_\_\_\_\_ hours per month or \_\_\_\_\_ days per month. The quantity of services provided may be revisited from time to time by the parties.

Applicant is allotted a maximum number of pre-approved and pre-paid hours (collectively the "Base Hours") each month for the Services. In the event Applicant is unable to use or elects not to use all of Applicant's Base Hours in a given month, such unused Base Hours will carry forward to the following month(s) for a rolling 12 month period, and, at the end of each 12 month period commencing from the month in which such Base Hours were originally scheduled for use, such unused Base Hours will automatically lapse and expire.

**III. NOTICES FROM DEPARTMENT OF VETERANS AFFAIRS** From time to time during the application process, the VA may contact the Applicant by mail, telephone or in person. The Applicant agrees to immediately notify Company of any such contact by the VA. Company will assist the applicant in responding to the VA, but Company will not communicate directly with the VA unless the Applicant is present (in person or by telephone).

If the Applicant fails to promptly notify Company of any such contact by the VA, Company shall have the right to immediately terminate this Agreement and, upon such termination, Company

shall be entitled to immediate payment for all Services provided prior to the date of such termination.

#### **IV. PAYMENT**

- A. Provided that the quantity of Services provided is consistent with the plan set forth in Section II above, the fee for the Services shall be \_\_\_\_\_ per hour, provided that the rate shall be multiplied by 1.5 for Services rendered on holidays recognized as such by US banks.
- B. **Upon execution of this Agreement, Applicant shall make a deposit of \_\_\_\_\_. Such deposit shall be applied to the cost of services for the last month that this Agreement is in effect. If such amount is greater than required to cover accrued amount due upon termination of the Agreement, the excess will be returned to the Applicant (or his or her estate or legal representative) within 60 days following the termination of this Agreement.**
- C. Following the grant of the Pension, Company and Applicant will enter into an agreement pursuant to which the Company will automatically withdraw its monthly fee for the Services from Applicant's bank account. In the event that the Applicant pays for all or a portion of the Services from funds other than the Pension, Company and Applicant will enter into an agreement pursuant to which the Company will automatically withdraw such portion of its monthly fee for the Services from Applicant's bank account. If sufficient funds are not available in the Applicant's designated bank account, Applicant hereby grants Company permission to charge his / her credit card number on file with the Company for all amounts due hereunder.
- D. Payment for services provided by Company shall be immediately payable if Applicant dies, the Applicant enters a long-term care facility, the Pension is denied or this Agreement is otherwise terminated.

#### **V. TERM AND TERMINATION**

- A. The initial term of this Agreement shall be one year beginning on the Effective Date. At the conclusion of the initial term, this Agreement shall renew for an unlimited number of additional one year terms unless and until this Agreement is terminated as provided herein.
- B. If the Pension is denied, the Services shall immediately terminate unless the Company and Applicant mutually determine to appeal the determination, in which case the term of the Agreement will continue until a final and non-appealable denial of the Pension is made. Payment for Services provided prior to the denial of the Pension will be immediately payable.
- C. If there is contact between the VA and Applicant that is not reported to the Company (or its authorized designee), the Services shall immediately terminate.
- D. The Service may be terminated by the Applicant or Company upon thirty (30) days prior written notice to the other parties.
- E. This Agreement shall terminate upon a termination of the obligation to provide, or the medically justified need for Services, except that any and all obligations arising hereunder, including payment obligations, before the effective date of termination shall survive.
- F. In the event that this Agreement is terminated, the Applicant is responsible for notifying the VA of such termination. **Applicant acknowledges that if the Services are no longer provided by Company, Applicant may no longer be eligible for the Pension.**

- VI. DEATH OF THE APPLICANT** If the Applicant dies prior to award of a Pension by the VA, the Responsible Party agrees to assist Company in seeking Pension benefits from the VA for the period prior to the Applicant's death. Further, Applicant's estate and the Responsible Party shall be responsible for payment for Services provided prior to the Applicant's death.
- VII. COLLECTION** If it becomes necessary for Company to institute collection of any amounts due hereunder, Applicant agrees to pay Company's reasonable attorney fees, court costs and other expenses of collection. Company reserves the right to charge interest of the lower of (i) 2% per month or (ii) the highest rate permitted by law, on the outstanding balance past due.
- VIII. BINDING EFFECT** This Agreement shall be binding upon and enforceable against the heirs, successors, legal and personal representatives and assigns of the parties to this Agreement.
- IX. ENTIRE AGREEMENT; AMENDMENT** This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, whether oral or written. This Agreement can only be amended in writing signed by all the parties.
- X. ASSIGNMENT / SUBCONTRACT** Company may assign this Agreement or subcontract for any of the services it is to perform under this Agreement. Applicant and Responsible Party may not assign this Agreement or any of their respective responsibilities hereunder without the prior written consent of Company.
- XI. GOVERNING LAW** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- XII. FIDUCIARY / RESPONSIBLE PARTY** The person signing below as "Responsible Party" hereby agrees that, in the event that the Applicant becomes unable to satisfy any of his or her obligations hereunder, the Responsible Party shall assume all such obligations. The Responsible Party further agrees to execute all documents necessary for such person to be recognized as a "Fiduciary" by the VA. The Applicant hereby agrees to the Responsible Party's assumption of such responsibilities and delegates such authority as may be necessary to accomplish any obligation arising under this Agreement. The Company shall have no obligation to provide Services to the Responsible Party.



## Client - Service Agreement

APPLICANT HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT AND AGREES TO THE TERMS AND CONDITIONS DESCRIBED IN THIS AGREEMENT. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

☐ **APPLICANT OPT-OUT.** APPLICANT SHOULD PLACE AN "X" IN THE PRECEDING BOX IF HE OR SHE DOES NOT WISH TO RECEIVE MARKETING INFORMATION FROM OR ITS AFFILIATES.

☐ **RESPONSIBLE PARTY OPT-OUT.** RESPONSIBLE PARTY SHOULD PLACE AN "X" IN THE PRECEDING BOX IF HE OR SHE DOES NOT WISH TO RECEIVE MARKETING INFORMATION FROM OR ITS AFFILIATES.

BORROWER / VETERAN OR SURVIVING SPOUSE	GUARANTOR / RESPONSIBLE PARTY / POA
<hr/>	<hr/>
<hr/>	Signature
<hr/>	<hr/>
<hr/>	Printed Name
<hr/>	<hr/>
Date Signed By Applicant	Date Signed By Responsible Party
	<hr/>
	Relationship to Applicant / Date of Birth
	<hr/>
	Social Security Number / Phone Number

  

<b>COMPANY: Aide To Veteran, LLC</b>
<hr/>
Signature of an authorized representative of Aide to Vetertans, LLC
<hr/>
Date