



Lauren Rynerson, NCG | VASIA Director
Johnson County Courthouse
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www.indianavasiasia.org

VOLUNTEER ADVOCATE APPLICATION

CONTRACTED ADVOCATE APPLICATION

Date of Application _____

How did you learn about our program? _____

PERSONAL INFORMATION

Legal Name _____ Date of Birth _____

Address _____

City/State/Zip _____ Gender _____

Cell # _____ Home # _____

E-mail _____

Emergency Contact _____ Phone # _____

EMPLOYMENT / VOLUNTEER WORK HISTORY

Present Employer _____ Start Date _____

Address _____ Title _____

City/State/Zip _____ Work # _____

Job Description _____

Previous Employer _____ Start/End Date _____

Address _____ Title _____

City/State/Zip _____ Work # _____

Job Description _____

Previous Employer _____ Start/End Date _____

Address _____ Title _____

City/State/Zip _____ Work # _____

Job Description _____

EDUCATION / TRAINING / EXPERIENCE

High school attended _____ Graduation year _____ ☐ I did not graduate

College or technical/trade school _____

Graduation year/Expected graduation year _____ ☐ I did not graduate

College degree(s) and professional/trade Other educational/training programs licenses held

Check any of the following areas where you have training/work experience:

- | | | |
|---|--|---|
| ☐ counseling | ☐ office administration | ☐ criminology/ law enforcement |
| ☐ law | ☐ public speaking | ☐ education |
| ☐ health care/nursing | ☐ geriatric care | ☐ psychology/ mental health |
| ☐ social work | ☐ writing | ☐ news media |
| ☐ other area that might be helpful _____ | | |

PERSONAL REFERENCES

Please print the names, addresses, and telephone numbers of three people who have known you for a minimum of two years. Do not include relatives. The references need to be individuals who can address how well you can fulfill the responsibilities of being a volunteer. We will contact your references, so please alert each of them.

Name 1 _____ Phone # _____

Relationship to you _____ Length of acquaintance _____

Address _____ City/State/Zip _____

E-mail address _____

Name 2 _____ Phone # _____

Relationship to you _____ Length of acquaintance _____

Address _____ City/State/Zip _____

E-mail address _____

Name 3 _____ Phone # _____

Relationship to you _____ Length of acquaintance _____

Address _____ City/State/Zip _____

E-mail address _____

Affirmation and Acceptance

I, _____, hereby affirm that all the answers on this Volunteer Program Application for District 17 VASIA are true to the best of my knowledge. I hereby authorize District 17 VASIA to investigate my background to determine my fitness as a potential volunteer. I understand that the information requested in this application will be used only for the purpose of determining my suitability as a volunteer. Furthermore, I understand that after the successful completion of my training, I will be expected to serve a minimum of six months. If unforeseen circumstances prevent me from fulfilling this obligation, I will submit my written resignation to District 17 VASIA as soon as possible. I am aware of the sensitive and confidential nature of the official documents, reports and other materials I will examine in my capacity as a volunteer. I promise that I shall hold all pertinent information in strict confidence. I will only discuss the contents of these materials with those persons who are parties to the case and their legal representatives or with persons or organizations that may be consulted for professional knowledge or expertise. I accept full responsibility for maintaining the confidential and private nature of all records and information. I understand that I am personally responsible and liable for any violation of this statement.

Signature _____ Date _____

Volunteer Release and Waiver of Liability Form

This Release and Waiver of Liability (the "release") executed on _____ (date) by _____ ("Volunteer") releases Johnson County, Indiana, Shelby County, Indiana, Hancock County, Indiana, and each of Johnson County, Indiana's, Shelby County, Indiana's, Hancock County, Indiana's directors, officers, employees, and agents; and releases District 17 Volunteer Advocates for Seniors and Incapacitated Adults ("VASIA"), a nonprofit corporation organized and existing under the laws of the State of Indiana, and releases each of VASIA's directors, officers, employees, and agents. The Volunteer desires to provide volunteer services for VASIA and engage in activities related to serving as a volunteer. Volunteer understands that the scope of Volunteer's relationship with VASIA is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that VASIA will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to VASIA.

1. Waiver and Release: I, the Volunteer, release and forever discharge, indemnify, and hold harmless Johnson County, Indiana, Shelby County, Indiana, Hancock County, Indiana and its successors and assigns; and VASIA and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services I provide to VASIA. I understand and acknowledge that this Release discharges Johnson County, Indiana, Shelby County, Indiana, Hancock County, Indiana and VASIA from any liability or claim that I may have against Johnson County, Indiana, Shelby County, Indiana, Hancock County, Indiana or VASIA with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to VASIA or occurring while I am providing volunteer services.

2. Insurance: Further I understand that Johnson County, Indiana, Shelby County, Indiana, Hancock County, Indiana and VASIA do not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of VASIA beyond what may be offered freely by VASIA in the event of injury or medical expenses incurred by me.

3. Medical Treatment: I hereby Release and forever discharge Johnson County, Indiana, Shelby County, Indiana, Hancock County, Indiana and VASIA from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with VASIA.

4. Assumption of Risk: I understand that the services I provide to VASIA may include activities that may be hazardous to me. As a volunteer, I hereby expressly assume risk of injury or harm from any inherently dangerous activities and Release VASIA from all liability.

5. Photographic Release: I grant and convey to VASIA all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by VASIA in connection with my providing volunteer services to VASIA.

6. Other: As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Indiana and that this Release shall be governed by and interpreted in accordance with the laws of the State of Indiana. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Signature _____ Date _____

Conflict of Interest Policy for Judicial District 17 VASIA

The guardianship services program professes the best interest and protection of its adult guardianship services recipients as their primary responsibility and seeks to avoid the risk, or appearance, of a conflict of interest.

Guardianship of the Person and Provision of Services

The guardianship services program shall avoid a conflict of interest or the appearance of an impropriety when dealing with the decision-making regarding the service needs of guardianship services recipients. The guardianship services program shall petition the court for its own appointment as guardian only when no other suitable relative, qualified person or entity is available. The guardianship services program shall disclose any potential conflict of interest to the court and to the guardianship services recipient and his/her family, as appropriate. Except when an appropriate provider is unavailable, the guardianship services recipient shall be referred to services offered by outside providers.

Guardianship of the Estate

The guardianship services program shall not commingle organization or program funds with the funds of guardianship services recipients. The guardianship services program shall not consolidate or maintain the funds of guardianship services recipients in joint accounts with the funds of other guardianship services recipients except as allowed under local court rules. The guardianship services program shall maintain a separate account for each guardianship services recipient and provide for an accurate and complete accounting of each individual guardianship services recipient's funds. The guardianship services program shall not sell, encumber, convey, or otherwise transfer a guardianship services recipient's real or personal property or any other interest in that property to the guardianship services program, a volunteer advocate, an employee, a member of the board of the nonprofit organization, an agent, or attorney or any corporation or trust in which the guardianship services program has a substantial beneficial interest. The guardianship services program shall not loan or give away funds, property, or objects of worth from a guardianship services recipient's estate without the specific approval of the court. The guardianship services program shall not use a guardianship services recipient's income or assets to support or benefit other individuals directly or indirectly unless a reasonable showing is made that such support is not detrimental to the best interest of the guardianship services recipient and specific prior approval is obtained from the court. The guardianship services program shall not profit from any transaction made on behalf of the guardianship services recipient's estate at the expense of the estate, nor may the guardianship services program compete with the estate, unless prior approval is obtained from the court. The guardianship services program shall provide the court with an inventory of the estate and the financial accounting reports as required by Indiana statute and as directed by the court.

Signature _____ Date _____

Confidentiality Agreement

You hereby promise to follow the National Standards of Practice regarding confidentiality which states the following:

- o The guardian shall keep the affairs of the person under guardianship confidential.
- o The guardian shall keep the person's privacy and dignity, especially when the disclosure of information is necessary.
- o Disclosure of information shall be limited to what is necessary and relevant to the issue being addressed.
- o The guardian may disclose or assist the person in communicating sensitive information to the person's family and friends, as defined by the person, unless it will substantially harm the person.
- o The guardian may refuse to disclose sensitive information about the person where disclosure would be detrimental to the well-being of the person or would subject the person's estate to undue risk. Such a refusal to disclose information must be reported to the court.

VASIA staff members and volunteer advocates will not disclose confidential information relating to a protected individual to anyone who is not a party to the case, except in reports to the court and as provided by law or court order. In addition, staff members, volunteer advocates, and advisory board members will not use confidential information obtained through their work with VASIA for personal benefit.

I have read and understand the above information concerning confidentiality and pledge to follow the directives regarding confidentiality in my role as staff member and volunteer advocate.

Signature _____ Date _____



Johnson County Sheriff's Office

1091 Hospital Rd - PO Box 609 - Franklin, IN 46131

Duane Burgess, Sheriff

Andrew Barnhart, Chief Deputy

AUTHORIZATION FOR RELEASE OF INFORMATION

LAST NAME _____ FIRST NAME _____

M.I. _____ MAIDEN NAME _____

DOB _____ SOCIAL SECURITY NUMBER _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

DRIVER LICENSE/ ID CARD NUMBER _____

By signing below, I authorize Johnson County Sheriff's Office to search their records and
Release any information concerning any criminal history I may have on file.

SIGNATURE _____ DATE _____

NOTE: This information is limited to arrests made by Johnson County Sheriff's Office and those whom have been incarcerated in the Johnson County Law Enforcement Facility. Charges that are arrest only, no disposition(s), the disposition(s) may or may not be of a lesser charge.

NO RECORD FOUND

RECORD FOUND (SEE INFORMATION BELOW)

DATE _____ ARREST _____

DATE _____ ARREST _____

DATE _____ ARREST _____

DATE _____ ARREST _____

DATE _____ ARREST _____

DATE _____ ARREST _____

COMPLETED BY: _____ DATE _____



National Guardianship Association Ethical Principles

1. A guardian treats the person with dignity. (Standard 3)
2. A guardian involves the person to the greatest extent possible in all decision making. (Standard 9)
3. A guardian selects the option that places the least restrictions on the person's freedom and rights. (Standard 8)
4. A guardian identifies and advocates for the person's goals, needs, and preferences. (Standard 7)
5. A guardian maximizes the self-reliance and independence of the person. (Standard 9)
6. A guardian keeps confidential the affairs of the person. (Standard 11)
7. A guardian avoids conflicts of interest and self-dealing. (Standard 16)
8. A guardian complies with all laws and court orders. (Standard 2)
9. A guardian manages all financial matters carefully. (Standard 18)
10. A guardian respects that the money and property being managed belong to the person. (Standard 17)

The term "guardian" includes all court-appointed fiduciaries. These Ethical Standards are reflected throughout the National Guardianship Association's [*Standards of Practice*](#). Guardians should look to the Standards for guidance on ways to carry out these ethical principles, with specific reference to the highlighted standards.

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Signature: _____ Date: _____



Bill of Rights for Adults Who Have a Guardian

You have the following rights at all times when you have a guardian

Access to Justice Rights

1. You keep all rights that the court has not granted to your guardian.
2. You have the right to a lawyer who advocates for the outcome you want.
3. You have the right to be present and participate in all court hearings.
4. You have the right to let the court know your concerns or complaints about your guardianship.
5. You have the right to ask the court to review the need for your guardianship to change, continue or end and whether your guardian is right for you.
6. If there is a question about your capacity to exercise a specific right, you have the right to have a qualified person evaluate what you can do and whether to have some or all your rights restored.
7. You have the right to the support and accommodations you need to be able to effectively communicate with the court and to understand the court proceedings.
8. You have the right to have your rights explained to you in your preferred method of communication and in the language you choose.

Core Human Rights

9. You have the right to be treated with dignity and respect.
10. You have the right to be free from abuse, neglect, exploitation, and discrimination.
11. You have the right to remain as independent as you can.
12. You have the right to express and practice your own religious preferences.
13. You have the right to personal privacy.
14. You have the right to humane, safe, and sanitary living, learning, and working environments.
15. You have the right to sexual expression and to have your gender identity respected.

Decision-Making Rights

16. You have the right to a competent guardian who advocates for your goals, needs, and preferences and respects your desires, including medical treatment preferences, cultural practices, and religious beliefs.
17. You have the right to fully participate in all decisions, especially those affecting your care, where you live, your activities, and your social interactions, to the extent you wish to be involved and are able to be.
18. You have the right to receive necessary services and rehabilitation, within available resources, which protect your personal liberty and are provided within the least restrictive conditions.
19. You have a right to have your guardian prudently manage your resources.
20. You have the right to fully participate in decisions about how your property is managed, to the extent you wish to be involved and are able to be.
21. You have the right to keep confidential those matters which you wish to keep confidential unless that information is necessary to obtain services, to prevent abuse, neglect or exploitation, or to modify the guardianship order.

Signature: _____ Date: _____

Policy Regarding the Use of the National Guardianship Association's Standards of Practice and Agency Standards

Approved by the NGA Board of Directors

1. The National Guardianship Association (NGA) supports and encourages the adoption and/or use of the NGA *Standards of Practice* (Practice Standards) and *Standards of Practice for Agencies and Programs Providing Guardianship Services* (Agency Standards) by professional organizations, guardianship agencies and programs, guardianship associations, legislatures, courts, or any other entity desirous of bringing excellence to the practice of guardianship.
2. NGA will provide support and assistance to any entity in the furtherance of the adoption, use or implementation of the Practice Standards and Agency Standards.
3. NGA recognizes that entities may desire to adopt or incorporate the Practice Standards or Agency Standards as an element of state law, court rules or procedures, or organizational policies or procedures. In so doing, the adopting entity may find it appropriate to supplement or amend specific sections of the Standards to conform to state law or practice. NGA does not discourage such modification, but requires written consent from the NGA board of directors prior to incorporation of any material modifications and appropriate attribution to the National Guardianship Association.
4. NGA welcomes and encourages any entity to link to the Practice Standards or Agency Standards at www.guardianship.org.
5. NGA holds a registered copyright to the Practice Standards and to the Agency Standards. No part of either of these publications may be reproduced for any purpose other than not-for-profit educational purposes without express permission from NGA.
6. NGA may grant a license to [and require an annual fee from] any for-profit entity that wishes to reproduce either the Practice Standards or the Agency Standards under any circumstance in which that entity would profit or gain revenue from such reproduction, provided:
 - a. The proposed licensee informs NGA of its desire to reproduce either document;
 - b. The request is made in advance, in writing, specifying the name of the entity seeking the license and the proposed method of reproduction and distribution.
 - c. Any use or reproduction retains appropriate attribution to the National Guardianship Association.

Approved language for attribution of Practice Standards: Reprinted for educational purposes by permission of the National Guardianship Association. Copyright 2013 National Guardianship Association.

Approved language for attribution of Agency Standards: Reprinted for educational purposes by permission of the National Guardianship Association. Copyright 2016 National Guardianship Association.

The court may restrict the following personal rights without delegating them to the guardian, but only with due process protections that ensure the decision is consistent with your preferences and values.

1. Apply for or maintain a driver's license
2. Be educated
3. Be employed
4. Communicate and interact with others
5. Change your marital status
6. Maintain your reproductive health and procreation
7. Travel
8. Vote

The court may authorize your guardian to make decisions for the following rights on your behalf but only with due process protections that ensure the decision is consistent with your preferences and values.

1. Acquire the benefits, services and supports you need
2. Consent to or refuse your medical and mental health treatment
3. Determine where you live
4. Determine your social environment and social aspects of your personal life
5. File and defend lawsuits
6. Make contracts
7. Make gifts of your money
8. Manage your money and property

Signature: _____ Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT is made by and between Johnson County VASIA ("the County") and _____, ("Independent Contractor"), collectively referred to as "the Parties."

1. **Term:** This Agreement shall commence _____, and shall terminate December 31, 2026, and may be extended beyond such date as the Parties may agree in writing. Either party may terminate this Agreement upon thirty days' written notice.
2. **Services:** Independent Contractor agrees to provide advocacy services ("Services") as may be requested by the County VASIA Director. When assigned to guardianship cases, the Staff Advocate will make a good faith effort to complete an extensive review of the court-ordered cases by doing the following:
 - Provide information about the VASIA program and the advocate's role to the protected adult, family members, friends, and significant others;
 - Interview the protected adult and relevant others to gather as much factual information as possible;
 - Collaborate with other service providers involved with the case;
 - Review records, reports, and assessments and provide "need-to-know" information;
 - Have regular and sufficient in-person contact with the protected adult to ensure in-depth knowledge of the case. The Independent Contractor is responsible for their own transportation and shall meet in-person with the protected adult once every thirty (30) days at a minimum. An exception may be granted at the discretion of program staff; however, the justification and reasons for a decision to permit less frequent in-person contact will be documented by staff as to the justification for and reasonableness of the exception;
 - Maintain complete records about the case, including appointments, interviews, and information gathered about the protected adult and the adult's life circumstances;
 - Complete quarterly care plan meetings with residential facilities;
 - Attend medical appointments with the protected adult when required;
 - Document all activities in VASIA's E-guardianship program and submit accurate, up-to-date notes that will be received and approved by VASIA management on a regular basis;
 - Write reports to be submitted to the Court. These reports should be provided in a timely manner and include fact-based information and recommendations that are in the best interest of the protected adult;
 - Represent the VASIA protected adult in various settings:
 - Collateral meetings that may include but are not limited to: long term care, mental health, medical, and social service providers; and
 - Court hearings. If at all possible, the staff advocate's presence in the courtroom for a hearing is strongly recommended. If the staff advocate receives a subpoena, then attendance is mandatory;
 - Make the necessary time commitments to complete case obligations and inform the Director or other assigned staff of absences or inability to attend meetings, etc.;
 - Consult with management or other assigned staff regarding case progress as needed, but at a minimum of one time each month;
 - Keep all client and court information confidential. The case should only be discussed in settings that provide for confidentiality and only with authorized individuals. All case files must be returned to the VASIA office after the case is closed;
 - Remain objective;
 - Maintain a professional manner at all times
 - Perform clerical duties as required, including, but not limited to:
 - Filing;

- Data Entry;
- Communicating with volunteers;
- Planning and implementing continuing education/appreciation events for volunteers; and
- Networking events.

3. **Compensation:** Independent Contractor shall be compensated at the rate of Twenty Dollars (\$20) per hour, up to a maximum of One Hundred Dollars (\$100.00) per case, per month, with a minimum of three (3) cases. Independent Contractor shall be paid monthly through the County's claims process.
4. **Independent Contractor Status:** The Parties expressly acknowledge that this Agreement does not create an employer/employee relationship. Independent Contractor is an independent contractor expected to supply their own means for completing the work and is not an employee of the County. The County shall not deduct any amounts for FICA nor for federal or state income taxes from Independent Contractor's statement for services rendered. Reporting and payment of all taxes are the exclusive responsibility of Independent Contractor. The County shall issue Independent Contractor a 1099 Reporting Statement as required by law, and Independent Contractor agrees to execute and return a W-9 to the County.

Independent Contractor understands, acknowledges, and agrees that because they are not an employee of the County, they shall not have, be entitled to, nor receive any benefits afforded to employees of the County.

5. **Changes in Services (Additional Compensation):** Independent Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Agreement may be amended, supplemented, or modified only by a written document executed in the same manner as this Agreement. Independent Contractor acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inactions, or course of conduct.
6. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and shall not be assigned or transferred.
7. **Non-Exclusivity:** This Agreement is non-exclusive. The County reserves the right to assign similar work to other parties if the County so desires, and Independent Contractor reserves the right to provide similar services to other entities should they so desire. However, Independent Contractor agrees that they shall not provide services, voluntary or for compensation, for any entity or event that would be in conflict or competition with the County or County's activities. Independent Contractor acknowledges that they currently have no engagement to provide services that are in conflict or competition with the services to be performed herein.
8. **Waiver or Breach:** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach of the same or other provisions hereof.
9. **Severability:** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10. **Indemnification:** Independent Contractor shall indemnify and save harmless the County from any and all losses, costs, damages, liability, and expenses in conjunction with claims or lawsuits for damage to property and/or injury to persons, including death, alleged or claimed to have been caused by or through the performance of the work or operations incidental to the work by Independent Contractor, its agents, or employees, whether through negligence or willful act, and Independent Contractor shall at the request of the County undertake to investigate and defend any and all such claims or suits against the County.
11. **E-Verify:** Independent Contractor has no employees at this time, and does not anticipate hiring employees. However, should Independent Contractor hire any employee during the term of this Agreement, he shall enroll in the E-Verify Program and comply with all requirements of Indiana Code 22-5-1.7.
12. **Investment in Iran:** Independent Contractor affirms under the penalties for perjury that he has not in the past and is not presently engaged in investing activities in Iran as defined by Indiana Code 5-22-16.5 *et seq.* Independent Contractor has not been placed on the list of persons or entities that are engaged in investing in Iran developed under Indiana Code 5-22-16.5-9. Independent Contractor agrees to maintain this certification throughout the duration of this Agreement. Independent Contractor shall provide 90 days' notice to the County pursuant to Indiana Code 5-22-16.5-14 if Independent Contractor has engaged in investing in Iran.
13. **Complete Agreement:** This Agreement constitutes the entire agreement between the Parties, and may be modified only in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of _____, 2026.

Lauren Rynerson, Director

INDEPENDENT CONTRACTOR