

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 _____, 2023 and shall terminate December 31, 2023, 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 Staff Advocate 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 One Hundred Dollars (\$100.00) per case, per month, with a minimum of three (3) cases. For clerical duties as outlined above, Independent Contractor shall be compensated at a rate of Twenty Dollars (\$20.00) per hour. 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 _____, 2023.

JOHNSON COUNTY
VASIA

_____,
INDEPENDENT CONTRACTOR

Lauren Rynerson, Director