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www.indianavasiasia.org

## Volunteer 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 \_\_\_\_\_ Date Started \_\_\_\_\_

Address \_\_\_\_\_ Title \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Work # \_\_\_\_\_

Job Description \_\_\_\_\_  
\_\_\_\_\_

Previous Employer \_\_\_\_\_ Date Started \_\_\_\_\_

Address \_\_\_\_\_ Title \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Work # \_\_\_\_\_

Job Description \_\_\_\_\_  
\_\_\_\_\_

Previous Employer \_\_\_\_\_ Date Started \_\_\_\_\_

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

**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 Johnson and Shelby County VASIA are true to the best of my knowledge. I hereby authorize Johnson and Shelby County 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 Johnson and Shelby County 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, and each of Johnson County, Indiana's, Shelby County, Indiana's, directors, officers, employees, and agents; and releases Johnson & Shelby County 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, 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 and VASIA from any liability or claim that I may have against Johnson County, Indiana, Shelby 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, 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 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 Johnson & Shelby County 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](http://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.

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**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: \_\_\_\_\_