INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 21st day of January, 2003 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Developing Aging Solutions with Heart, Inc., (DASH, Inc.) (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor has expressed an interest in providing geriatric care management services, including counseling, educational assistance, and access to community resources for both dependent adults with Alzheimers and their caregivers;

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise similar to others in the industry conducting these services;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Contractor hereby agree as follows:

AGREEMENT

Section 1. Services.

A. City hereby authorizes Contractor to provide geriatric care management services, including counseling, educational assistance, and access to community resources for both dependent adults with Alzheimers and their caregivers;

B. Contractor shall determine the method, details and means of performing the above-described services and shall advise City of the same prior to commencing any activities under this Agreement. Contractor further agrees to perform such services to the best of its ability and in an efficient, safe and competent manner.

C. As compensation for conducting these services, City shall reimburse Contractor for services necessary to implement this program. Federal, State, County and City rules and regulations will apply. Compensation shall not exceed $3,500.00.

D. Contractor shall submit to City a complete record of the services performed, including, but not limited to: copies of invoices, agreements, payroll expenses, administrative records, advertisements, and backup materials. A detailed account of the services performed, person(s) performing services and cost breakdown shall also be provided to the City. Administration and personnel records shall be available for examination by the City.

E. Contractor shall submit to City with each request for reimbursement documentation in compliance with the requirements listed in 24 CFR 570.503 including: Agreements with Subrecipients; Statement of Work, Records and Reports; Program Income; Uniform Administrative Requirements; Other Program Requirements; Conditions for Religious Organizations; Suspension and Termination; Reversion of Assets.

F. Monthly Program Progress/Direct Benefit Reports are to be submitted to the City of Redlands every month for each month that CDBG reimbursement is requested. The City of Redlands will then forward this document to the County Department of Economic and Community Development.

G. Contractor will submit all final claims for reimbursement to City not later than June 30, 2003.

H. The City of Redlands will submit a final Request for Reimbursement for the program year no later than July 21, 2003. After July 31, 2003, any balance remaining in this account will be reprogrammed.

Section 2. Independent Contractor. It is the express intention of the parties hereto that Contractor is an independent contractor and not an employee or agent of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Contractor and City. Both parties acknowledge that Contractor is not an employee for State tax, Federal tax or any other purpose.

Section 3. Contractor's Employees. A listing of all Contractor's employees and agents who may participate in the performance of Contractor's obligations hereunder is attached hereto as Exhibit "A" and incorporated herein by this reference. No other employees or agents of Contractor shall participate in the performance of services hereunder without the prior written consent of City.

Section 4. Termination. City shall have the right to terminate this Agreement, with or without cause, upon twenty (20) day's prior written notice to Contractor. City shall have no liability for any claims or damages resulting to Contractor as a result of any exercise by City of its right to terminate this Agreement.

Section 5. Indemnity. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents harmless from and against any and all actions, damages, losses, causes of action and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorney's fees and other legal expenses, arising directly or indirectly from any act or omission of Contractor in performing its services hereunder.

Section 6. Insurance.

A. General Liability Insurance

Contractor shall secure and maintain in force throughout the duration of the Agreement comprehensive general liability insurance covering all activities developed and conducted by Contractor under this Agreement, with carriers acceptable to City. Minimum coverage of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificates of insurance and endorsements shall be delivered to City within fifteen (15) days of execution of this Agreement, or prior to commencement of work, whichever occurs first.

B. Workers' Compensation and Employer's Liability

Contractor shall have Workers' Compensation and Employer's Liability insurance in force throughout the duration of the Agreement in an amount which meets the statutory requirement with an insurance carrier acceptable to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to City. Certificates of Insurance shall be delivered to City within fifteen (15) days of execution of Agreement, or prior to commencement of work, whichever occurs first.

Section 7. Entire Agreement/Modification. This Agreement represents the entire Agreement of the parties hereto as to the matters contained herein. Any modification of this Agreement will be effective only if it is in writing and signed by the parties hereto.

Section 8. Assignment. This Agreement shall not be assigned without the prior written consent of City. Any assignment, or attempted assignment, without such prior consent, shall be null and void and, at the option of City, result in the immediate termination of this Agreement.

Section 9. Attorney's Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

Executed this 21st day of January, 2003.

CITY OF REDLANDS

Karl N. Haws, Mayor

Date: January 21, 2003

ATTEST:

Lorrie Poyzer, City Clerk

DEVELOPING AGING SOLUTIONS WITH HEART, INC.

Date: 1/16/03

EXHIBIT "A"

Developing Aging Solutions with Heart, INC. (DASH)

Staff and Volunteer Implementing Geriatric Care Management and Counseling Program

Vicky L. Dickinson, MSW

- Co-Founder of Developing Aging Solutions with Heart, Inc. (DASH) in 1983

Position: Executive Director/Social Worker;

- Holds a Masters Degree in Social Work, with Honors; Mental Health Track;
- Associate Clinical Social Worker;
- Publications: Research and Model Development included in the *Social Work Journal;* Monograph contribution for the New York State Developmental Disabilities Council, discussing the need for integration of developmentally disabled elders into community Senior programs;
- Diplomat of the American Psychotherapy Association
- Nationally Certified Activity Consultant of the National Certification Council for Activity Professionals; Certified Instructor to provide Continuing Education Credits;
- Instructor, since 1994, of the core courses for "Gerontology Certificate Program" University of California-Riverside Campus, Extension Program, For Adult Learners;
- Clinical Supervisor: for interns from Loma Linda University; University of Redlands;
- Faculty Position: 1994-1995. Loma Linda University School of Medicine: Geriatric
- Assessment Center with Dr. Frank Randolph;
- General Dynamics Corporation: 1990-1992 In collaboration between DASH developed a six week training series entitled, 'Caregiving at the Workplace'; Facilitated two support groups each month; and created an on site library;
- American Baptist Homes of the West-Developed a 40-hour training program on behalf of Plymouth Village-Trained new staff on the model *Guided Late Life Resolution;*
- VISTA Alumni (Volunteers in Service To America)-Service 1972-Kentway Retirement Center, Kent, Ohio. Position: Volunteer;
- State Certified Administrator for 'Residential Care Facilities for The Elderly'(RCFE);

- Other Work Experience: Thirty years of experience working in the field of aging and adult services. Mental Health: Day Treatment; Psychiatric Hospitals; Community Mental Health; Veteran's Programs-Ex-Prisoner's Of War; Senior Specific: Residential Care Facilities; Day Treatment; Adult Daycare; Community services; Developmentally Disabled: Adult Residential Care and Special Olympics.

Volunteer Trainer: Larraine Townend, Clinical Hypnotherapist

- Co-Founder of Developing Aging Solutions with Heart, Inc. (DASH), in 1983

  Position: Past Executive Director/Caregiver Advocate;
- Holds a license to practice Clinical Hypnotherapy;
- Facilitator for DASH'S weekly caregiver support group, since 1984. The longest running weekly support group in the Inland Empire. The only caregiver support group with the same facilitator for the past seventeen years.
- Collaborated with Inland Caregivers Resource Center (ICRC) in writing an Attendant Training Manual and Training Program provided to attendants;
- General Dynamics Corporation: 1990-1992 In collaboration between DASH developed a six week training series entitled, 'Caregiving at The Workplace'; facilitated two support groups each month; and created an on site library;
- Basic Education Course for Activity Professionals: Developed and provided specific training modules related to caregiving issues and spirituality; Certified Activity Director;
- American Baptist Homes of The West: Developed a 40-hour training program on behalf of Plymouth Village-Trained new staff to learn *Guided Late Life Resolution*;
- Human Relations Commissioner-City of Redlands, Three Years of Voluntary Service;

- Creation of the model known as '*Guided Late Life Resolution*' used by DASH
- Creation of a model, known as '*Changing Symbols*', creative, spiritual and existential type activities designed to promote change in healthy individuals;
- Other Work Experience: Forty years of experience working in the field of aging and adult services; Mental Health: Women's Support Group; psychiatric hospital and day treatment-developed therapeutic programs for mentally ill elderly and adults, such as creative writing and journaling; relaxation and stress management; guided imagery; and movement therapy; Battered Women and Children: Created a shelter for battered women and children in the late 1970's and Senior Specific: Adult Daycare; Residential Care Facilities for the Elderly; Caregiver Advocate; Support Group Facilitator; Classes on 'Caregiving and Spirituality'; Free-Lance Writer.

Proposed Service Categories: Goals/Objectives/Plans

Category of Service: Access

(a) Case Management-Unit of Measure- 1 Hour _Cost: $40.00 hourly

Program Goal: DASH will provide sixty units of service to thirty different caregivers in the form of access and care coordination to caregivers experiencing diminished functioning capacity. Caregivers will improve their 'role' of carrying out tasks and responsibilities.

Caregivers requiring the provision of case management services, by formal care providers, will be identified and tracked (MIS) through the use of the agencies 'Initial Contact and Follow-Up Screening Tool'. Referrals may be made for service by the caregivers, family members, or community agencies by means of DASH'S 'outreach' and 'partnership' activities. DASH will use its 'Care Management Procedure Manual', developed in 1994 by the co-founders, as the guiding framework in the provision of this direct service to consumers.

Case Management Objectives

Objective # 1 : The caregiver will improve his sense of a more whole and balanced 'self'. They will improve their skills and functional capacity with regards to their 'role as caregiver' as evidence by increased success in coping and problem solving capabilities.

Objective # 2: The caregiver will function at his previous level of functioning as evidenced by his increased feelings of hope, meaning, and purpose in his/her 'role as caregiver'.

Plans for Implementation of the Case Management Service: *The Social Worker and Care Management Manager will provide comprehensive and wholistic assessments of caregiver needs including those of their dependent elder; *Immediate assistance will be given to caregivers in crisis situations identified through the process of assessment. *The two staff will provide 24 hour on-call services available seven days a week; *Coordinated care planning with formal providers;*Implementation of the treatment plan to meet the caregivers needs and strengths;*Provision and/or linkage to resources as determined by the ongoing assessment, reassessment, and care plan review;

*Evaluation and re-evaluation of the effectiveness of the care plan in meeting caregivers goals, as needed, and a least once monthly; *Discharge planning and follow-up services for a minimum of thirty days and a maximum of ninety days per DASH'S Standards of Practice; *This service will be provided at DASH'S corporate office or by home visits.

Category of Service: Caregiver Support

(a) Counseling- "Crisis Stabilization" Unit of Measure- 1 Hour Cost $40.00 hour

Program Goal : DASH will provide sixty hours of supportive counseling to thirty caregivers experiencing a crisis situation as a result of the ambiguous nature of their 'caregiving role'. Trained social workers and other professionals will enable the caregiver to make more effective use of existing community resources and services, to address her needs. Counseling is limited to no more than three formal visits and is for the purpose of crisis intervention and caregiver stabilization. Arrangements will be made with community counseling providers, prior to discharge, when required. Caregivers may also have a need for case management services, adult daycare, and support group to further assist them during this crisis period.

Counseling is designed to give caregivers the opportunity to discuss their feelings about their 'role as caregiver' in a confidential environment characterized by a trusting and accepting relationship with the counselor for the purpose of ameliorating their identified problems. Caregivers assessed by the social worker as being overwhelmed, identified as suffering from severe stress or other problems associated with despair will receive supportive counseling, if they expressly wish to participate. Crisis situations will be assessed immediately for necessary intervention. The Social Worker and Case Management Manager will provide 24 hours of on-call services seven days each week. Caregiver participation, of course, is strictly voluntary and confidential. Participants will be tracked, through the use of the agencies Initial Intake and Follow-up Screening Tool, (MIS). Follow-up services are provided for a minimum of thirty-days and a maximum of ninety-days, as is DASH'S standard of practice.

Counseling Objectives

Objective # 1: Participating caregivers will increase their coping strategies to become better equipped to more effectively meet the demands of the 'Role of Caregiver'.

Objective # 2: Participating caregivers will actively identify their feelings of despair, defined as a sense of, or lack of the sense of 'self', purpose, and meaning to their 'role of caregiver'; Caregivers will begin to demonstrate a willingness to increase their awareness about their potential for personal growth, purpose and meaning.

Objective # 3: Participating caregivers will identify goals, problem areas, that they feel are adding to their current crisis situation, such as depression, worry, stress of managing multiple priorities, needing time off, etc., as significant improvement in these areas is vital to continued caregiver stabilization.