

Approved by BOC  
9/20/2016

**INDEPENDENT CONTRACTOR AGREEMENT  
NEWTON COUNTY ADULT FELONY DRUG COURT  
CASE MANAGER**

This Independent Contractor Agreement (the "Agreement") is hereby made effective the **1st day of October, 2016**, between **Gregory H. Chapman**, Georgia (hereinafter referred to as "Contractor") and Newton County, a political subdivision of the State of Georgia (hereinafter referred to as "County") by which Contractor is engaged as an independent contractor.

- (1) **Services-** The Contractor agrees to provide the following services:

**Newton County Adult Felony Drug Court Case Manager**

as described in the Drug Court Case Manager Scope of Work attached to this document.

- (2) **Term-** This Agreement is effective as of the **1<sup>st</sup> day of October, 2016**, and shall terminate on the **30<sup>th</sup> day of September, 2017**. The term of this Agreement may be reduced in the manner hereinafter set forth under Paragraph (5) entitled "Termination."
- (3) **Compensation-** During the term of this Agreement, Contractor shall be compensated in the amount of **\$39,998.00 per annum**. The Contractor is to submit to the County a semi-monthly statement showing the dates and times worked, a brief description of the services provided, and the total number of hours worked. Contractor is to be compensated at a set amount bi-weekly. Contractor compensation is not linked to a maximum amount of workable hours but is linked to the satisfactory performance of his worked as determined by the Newton County Adult Felony Drug Court. Contractor is required to provide, to the best of his skill and knowledge, all court case management services required by the Judge of the Newton County Adult Felony Drug Court, to use best practices as determined by the National Association of Drug Court Professionals and the National Drug Court Institute, and to perform all services necessary to assist the Newton County Adult Felony Drug Court in its compliance with all state and federal laws and grant terms and conditions. The determination of whether Contractor fulfills these requirements shall be determined by the Judge of the Newton County Adult Felony Drug Court in his or her discretion. The total compensation shall not exceed \$39,998.00 per annum for the Bureau of Justice Assistance grant year from October 1, 2016 through September 30, 2017, unless this Agreement is amended by written instrument.
- (4) **Independent Contractor Status-** Contractor is engaged as an independent contractor and not as an employee of either Newton County or the Newton County Superior Court. Contractor is entitled to up to five days sick leave and **four** weeks pre-scheduled vacation time with contract pay during the Bureau of Justice Assistance grant cycle October 1, 2016 – September 30, 2017. Additional leave must be scheduled with the Judge and will be deducted from contract pay. Contractor is not entitled to participate in Newton County's health insurance program, pension plan, and/or other benefits provided to full-

time employees of Newton County. As an independent contractor, Contractor is responsible for the payment of applicable social security and employment taxes. Contractor shall not be entitled to unemployment compensation upon termination of this Agreement or worker's compensation for any injuries sustained while performing the scope of work under this Agreement. Contractor shall provide his or her own transportation and pay all related expenses such as gasoline, maintenance, insurance, repairs, license fees, and ad valorem taxes.

- (5) **Termination- Termination for Convenience:** Newton County may terminate this Agreement at any time for any reason (or no reason) upon fifteen (15) days prior written notice. As full compensation under this Agreement, Contractor shall be entitled to compensation earned prior to the date of the notice of termination plus one additional payment of the bi-monthly amount listed in Paragraph 3.

**Termination for Cause:** This Agreement may be terminated by Newton County immediately and without prior notice for any of the following:

- a) Contractor's failure to perform his or her duties in a competent manner, as determined by the Newton County Adult Felony Drug Court Judge, in his or her sole discretion;
- b) Contractor is charged with a felony, crime of moral turpitude, act of fraud or other crime involving dishonesty, or any crime against children;
- c) Contractor violates any applicable duties of confidentiality;
- d) Contractor uses any illegal drug; or
- e) Contractor commits any act or acts that could reflect discredit on or bring disrepute to the Newton County Adult Felony Drug Court or Newton County.

As full compensation under this Agreement, Contractor shall be entitled to compensation earned prior to the date of the for cause termination.

- (6) **Integration and Modification-** This Agreement represents the sole and entire agreement between the Contractor and the County and all offers, negotiations or agreements between the parties are merged herein.

No modification of the contract is binding unless it is in writing and signed by the parties hereto.

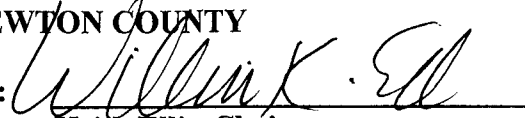
Time is of the essence for this Agreement.

- (7) The execution of this Independent Contractor Agreement hereby rescinds all previous Independent Contractor Agreements entered into by the parties.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

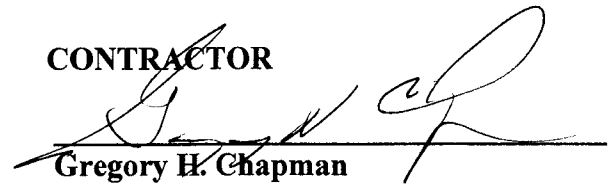
**NEWTON COUNTY**

By:



**Keith Ellis, Chairman  
Newton County Board of Commissioners**

**CONTRACTOR**



**Gregory H. Chapman**