



## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is hereby made this      **day of April, 2016** between **Southeastern Psychological Associates of Newton County**, 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:

*Drug Court Intensive track services- as detailed below  
This is a temporary grant-funded position*

- Morning & Afternoon transportation for intensive youth, Monday-Friday
- Fitness instruction 3 hours per week
- Job Skills instruction 2 hours per week
- Behavioral Aide support for education services 7 hours per week

- (2) **Term-** This Agreement is effective as of the date of signing by both parties and shall terminate on the **30<sup>th</sup> day of September, 2016**. 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 beginning **April 18, 2016**, Contractor shall be compensated **\$18,975**, at a rate of **\$3,450 per month**. The Contractor is to submit to the County a monthly statement showing the services, dates and times provided using the spreadsheet provided, and as approved by the Drug Court Program Director. Contractor is to be compensated at a set amount. Contractor compensation is not linked to a maximum amount of workable hours. Contractor is required to fully comply with the directives of the Court, working under the direct supervision of the **Court Administrator and the Drug Court Program Director**. The total compensation **shall not exceed \$18,975** for the **five and one-half-month period ending September 30<sup>th</sup>, 2016** 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 Juvenile Court. 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 Juvenile Court Judge, in her sole discretion;

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

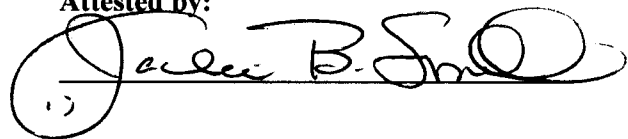
This agreement supersedes and replaces all other agreements in existence prior to the execution of this contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the      day of April, 2016.

NEWTON COUNTY

  
\_\_\_\_\_  
William Keith Ellis, Chairman  
Newton County Board of Commissioners

Attested by:

  
\_\_\_\_\_  
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CONTRACTOR

  
\_\_\_\_\_  
Priscilla Faulkner