



INDEPENDENT CONTRACTOR AGREEMENT (Amended)

This Independent Contractor Agreement (the "Agreement") is hereby made this 1st day of July, 2017 between Yvonne McMullen of 273 Winding Waters Court, Stone Mountain, Georgia 30087 (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:

Develop, organize and accurately maintain all accreditation files, including, but not limited to, files required by American Correctional Association (ACA) and National Commission on Correctional Health Care (NCCHC) to prepare for agency accreditation.

Maintain computer and paper standard file with highlighted documentation, supporting primary and secondary proofs of compliance.

Complete and submit required periodic accreditation compliance reports or surveys to agency command staff and/or accrediting bodies as required or requested.

Serve on related accreditation committees, and meet with agency personnel to revise and develop policies or procedures and resolve issues as necessary.

Update and revise agency policies and directives annually or as otherwise deemed necessary in accordance with agency policies or procedures or accreditation requirements to ensure they are complete, accurate and up to date.

Assist with periodic publication of all updated policies or procedures and disseminate documents to all appropriate agency bureaus and divisions.

Maintain file of historical directives, signed distribution lists, and periodic reports, in an orderly manner to facilitate ready retrieval when necessary.

Act as liaison between agency and accreditation bodies to facilitate open flow of communication and information and disseminate information to agency members.

Attend ACA meeting and training sessions.

Assist with training personal related to accreditation.

(2) **Term-** This Agreement is effective as of the date of signing by both parties and shall terminate on the 30th day of June, 2018. 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 at a rate of \$50.00 an hour at a minimum of 3 hours a day, 1 day a week, or as needed, monthly. The Contractor is to submit to the County a monthly statement showing the

dates and times worked, a brief description of the services provided, the total number of hours worked, the rate of payment and the total amount owed. **The total compensation shall not exceed \$15,000** for the twelve-month period ending June 30, 2018, 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 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.
- a. **Termination for Cause:** This Agreement may be terminated by Newton County immediately and without prior notice for any of the following:
- 1) Contractor's failure to perform his or her duties in a competent manner, as determined by the Sheriff, in his sole discretion;
 - 2) Contractor's failure to perform the duties assigned, as determined by the Sheriff, in his sole discretion;
 - 3) Contractor is charged with a felony, crime of moral turpitude, act of fraud or other crime involving dishonesty, or any crime against children;
 - 4) Contractor violates any applicable duties of confidentiality;
 - 5) Contractor uses any illegal drug; or
 - 6) 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.

Time is of the essence for this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
1st day of June, 2018.

NEWTON COUNTY

By: Marcello Banes 6/1/2018
(Marcello Banes, Chairman) Date

Attest: Jackie B. Smith 6/1/2018
(Jackie B. Smith) Date

CONTRACTOR

Yvonne McMullen
(Yvonne McMullen) 5-21-18 Date

Ezell Brown
Ezell Brown, Sheriff Date