

STATE OF GEORGIA



COUNTY OF NEWTON

AGREEMENT FOR COUNSELING SERVICES

This Agreement is made this 1st day of July, 2017 by and between Newton County, Georgia, acting through the Board of Commissioners of Newton County, a political subdivision of the State of Georgia whose official address is 1124 Clark Street, Covington, GA 30014 (hereinafter referred to a "Newton County") ad has been duly authorized to enter into this Agreement and Cathy Garey, whose address is 5089 Whited Way, Lilburn, GA 30047.

WITNESSETH

WHEREAS, Newton County desires to provide drug counseling services to persons placed on probation for violating the criminal code of the State of Georgia; and

WHEREAS, Cathy Garey is a Licensed State of Social Worker with the necessary expertise to provide such drug counseling services; and

WHEREAS, monies have been and are being obtained for this purpose by the enforcement of a drug surcharge on probationers by the Newton County Commission; and

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and benefits accruing to each of the parties, and the undertakings contained, herein, sufficiency and receipt whereof being acknowledged by both parties, the parties hereto do hereby agree as follows:

1. Services

Cathy Garey shall provide drug counseling services to probationers at the direction of the Chief Probation Officer of Newton County. Cathy Garey shall receive \$25.00 per hour for each hour that she provides drug counseling services. Under no circumstances shall the total amount paid to Garey under this contract exceed \$12,000.00. Payment for services rendered herein shall be from funds collected from assessment of drug surcharges fees to probationers as provided by law. Cathy Garey, warrants and certifies to Newton County that all times during the term of this agreement, Cathy Garey shall be a licensed social

worker in good standing with the State of Georgia. Cathy Garey's State of Georgia social workers license is no. CSW002560.

2. Terms

This contract shall become effective upon the date signed by both parties and shall continue until June 30, 2018, unless sooner terminated as provided herein.

3. Termination

This agreement may be unilaterally terminated by either party, for convenience, upon thirty (30) days written notice to the other party.

4. Georgia Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

5. Venue

This agreement shall be deemed to have been made and performed in Newton County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Newton County, Georgia.

6. Modifications

This Agreement may be modified only in writing and signed by both parties.

7. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties as to all matters contained herein and supersedes any prior agreements, communications understandings, negotiations, and discussions, whether oral or written by and among the parties, with respect to the matters contained herein.

IN WITNESS WHEREOF, the parties here to have executed this contract on the _____ day of _____, 2017.

Marcello Banes, Chairman
Newton County Board of Commissioners

Cathy Clark Garey LCSW
Cathy Clark Garey, LCSW

**SERVICE AGREEMENT BETWEEN
CATHY GAREY, LCSW, AND
NEWTON COUNTY, GEORGIA**

Contract Addendum

This Contract Addendum supplements that certain Services Agreement between **Newton County, Georgia**, a political subdivision of the State of Georgia ("County"), and **Cathy Garey, LCSW**, an individual ("Contractor"), dated July 1, 2017, to add the following provisions thereto:

1. Conflicting Provisions.

The provisions of this Contract Addendum supersede and control over any conflicting provisions written into the Service Agreement.

2. Payment Terms.

County agrees to pay Contractor for the Services performed and costs incurred by Contractor upon certification by County that the Services was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Services performed shall be paid monthly to Contractor upon County's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by County to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. County shall pay Contractor within thirty (30) days after approval of the invoice by County staff.

3. Responsibility of Contractor and Indemnification of County.

Contractor covenants and agrees to take and assume all responsibility for the Services rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Services, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. This indemnity

obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

4. Independent Contractor.

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the work as an independent contractor and not as the agent or employee of County. Nothing in this Agreement shall be construed to make Contractor an employee, servant or agent of County for any purpose. Contractor agrees to be solely responsible for its own matters relating to the time and place the work is performed and the method used to perform such work; the instrumentalities, tools, supplies and/or materials necessary to complete the work. Contractor agrees to be solely responsible for its own acts during the life of this Agreement. Any provisions of this Agreement that may appear to give County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and County may hire additional entities to perform the work related to this Agreement.

5. Insurance – Required; Limits.

Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by County as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

Contractor shall maintain Professional Liability coverage of at least \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Contractor's errors, omissions, or negligent acts.

County shall be named as an additional insured and loss payee on all policies required by this Agreement, except County need not be named as an additional insured and loss payee on any Workers' Compensation policy.

6. Employment of Unauthorized Aliens Prohibited; E-Verify Affidavit Required.

Pursuant to O.C.G.A. § 13-10-91(b)(5), a Contractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the contract shall provide a copy of the state issued driver's license or state issued identification card of such Contractor to the COUNTY.

For all other Contractors, in accordance with O.C.G.A. § 13-10-91, the COUNTY shall not enter into a contract for the physical performance of services unless:

(1) the Contractor shall provide evidence on an approved form, attached hereto as Exhibit "1" (affidavit regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it has registered with, is authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that it will continue to use the federal work authorization program throughout the contract period, or

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an individual licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "1", and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

7. Nondiscrimination.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

8. Confidentiality.

Contractor acknowledges that County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

9. **Termination.**

- a. For Convenience. County may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.
- b. For Cause. Contractor shall have no right to terminate this Agreement prior to completion of the Services, except in the event of County's failure to pay Contractor within thirty (30) calendar days of Contractor providing County with notice of a delinquent payment and an opportunity to cure. In the event of Contractor's breach or default under this Agreement, County may terminate this Agreement for cause. County shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Contractor fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of County, then County may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Contractor for the costs of curing the default against any sums due or which become due to Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to County for such default.
- c. Statutory Termination. This Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of County.
- d. Payment Upon Termination. Upon termination, County shall provide for payment to Contractor for services rendered prior to the termination date; provided that, where this Agreement is terminated for cause, County may deduct from such payment any portion of the cost for County to complete (or hire someone to complete) the Services, as determined at the time of termination, not otherwise covered by the remaining unpaid maximum contract price.
- e. Conversion to Termination for Convenience. If County terminates this Agreement for cause and it is later determined that County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience as provided above.
- f. Requirements Upon Termination. Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the County directs otherwise; and (2) promptly deliver to County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by County.

- g. Reservation of Rights and Remedies. The rights and remedies of County and Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

10. Sovereign Immunity.

Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Board of Commissioners shall authorize the Chairman to execute this Agreement on behalf of County.

11. Force Majeure.

Neither County nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

12. Material Condition.

Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to County at law or in equity.

[Signature Page Follows]

IN WITNESS WHEREOF County and Contractor have executed the Service Agreement, including this Contract Addendum, effective as of the Effective Date first above written.

CONTRACTOR

By: Cathy Garey LCSW
Cathy Garey, LCSW

Attest/Witness:

By: Randall Fincher

Printed Name: Randall Fincher

Title: Purchasing Coordinator

NEWTON COUNTY, GEORGIA

By: Marcello Banes
Marcello Banes, Chairman

Attest:

Jackie Smith
Jackie Smith, County Clerk





Customer ID: 1HGLDTUNLP Named Insured: Cathy C Garey
 Policy Number: P-IND1KV5DCA9BT-01 Address: 3320 Old Salem Rd SE
 Effective Date: 04/28/2017 Conyers, GA 30013
 Expiration Date: 04/28/2018
 Retroactive Date: 04/28/2015

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE POLICY FOR DETAILS).

PROFESSIONAL LIABILITY COVERAGE A	LIMITS OF LIABILITY	PREMIUM
Professional Liability Per Claim Limit	\$2,000,000.00	\$141.95
Professional Liability Aggregate Limit	\$4,000,000.00	
SUPPLEMENTAL LIABILITY COVERAGE B	LIMITS OF LIABILITY	PREMIUM
Professional Liability Per Claim Limit	\$2,000,000.00	
Professional Liability Aggregate Limit	\$4,000,000.00	
ADDITIONAL COVERAGES C	LIMITS OF LIABILITY	PREMIUM
Deposition Expense	\$5,000 per deposition/\$35,000 per policy period	
Subpoena Expense	\$400.00	
State License Board Investigation Defense	\$35,000.00	
Emergency First Aid	\$15,000.00	
Health Information - HIPAA	\$25,000.00	
First Party Assault	\$15,000.00	
Medical Payments	\$5,000 per incident/\$50,000 per policy period	
Wage Loss and Expense	\$1,000 per day/\$35,000 per policy period	

TOTAL PREMIUM FOR THIS COVERAGE PART: \$141.95

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THIS INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED, THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

Authorized Representative:

Tony Benedetto

Tony Benedetto

Brokered and Administered by:



NASW RRG Plan Administrator
 1200 E. Glen Avenue
 Peoria Heights, IL 61616-5348
 License: CAD 076075, AR# 1322

To Verify Claims History Contact:

Western Litigation, Inc.
 c/o Alma Garcia
 9821 Katy Freeway, Suite 600
 Houston, TX 77024
 Alma_Garcia@westernlitigation.com
 Fax: 713-935-2479



STATE OF GEORGIA
Brian P. Kemp, Secretary of State
Georgia Composite Board of PC, SW, and MFT
Clinical Social Worker

License No. CSW002560

Status: Active

Cathy Clark Garey
3320 Old Salem Rd
Conyers GA 30013

Issued: 5/15/1998

Expires: 9/30/2018



Real-time license verification is available at sos.georgia.gov/PLB



STATE OF GEORGIA
Brian P. Kemp, Secretary of State
Georgia Composite Board of PC, SW, and MFT
Clinical Social Worker
License No. CSW002560 - Active

Cathy Clark Garey
3320 Old Salem Rd
Conyers GA 30013

Issued: 5/15/1998

Expires 9/30/2018

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Georgia DRIVER'S LICENSE

DL# 05457736 DOB 05/21/1948
CLASS C EXP 05/21/2025

GARY
GARY

DOB 05/21/1948
LIBERTY GA 30147-3744
OWNED 1A
Restrictions BH End NC
Iss 05/20/2017
Sex F Eyes BR10
Hgt 5-06 Wgt 220
DD13085054050004891