



## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “Agreement”) is hereby made this 1<sup>st</sup> day of July, 2017, 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:

Thinking for a Change (T4C): The Contractor will provide two T4C classes per week as needed to approved Resource Court participants.

Dialectical Behavioral Therapy (DBT): The Contractor will provide DBT in either group or individual sessions to participants as needed.

Wellness Recovery Action Plan (WRAP): The Contractor will provide WRAP in either group or individual sessions to participants as needed.

Cognitive Behavioral Intervention – Substance Abuse (CBI-SA): The Contractor will provide CBI-SA to participants as needed.

Moral Reconciliation Therapy (MRT): The Contractor will provide MRT to participants as needed.

Living In Balance: The Contractor will provide Living In Balance to participants as needed.

Self-Help Addiction Group (AA or other model): The Contractor will facilitate an addiction self-help group once a week for participants.

Transportation: The Contractor will provide transportation as needed and as can be scheduled for all Resource Court participants, regardless of whether they are clients of the Contractor. Transportation shall be provided either in the van provided by Ginn Motors or employee vehicles.

Attendance at Newton County Resource Court staffing and court each week. Preparation for staffing and court shall include written updates on all participants seen by the Contractor, which shall be entered into the case management system by 5:00 p.m. on the day prior to staffing, unless an alternative agreement is reached between the Contractor and the Court Coordinator. Either the clinical supervisor or one of the group supervisors shall attend staffing to ensure that the representative of the Contractor is appropriately prepared to respond to questions about treatment and progress of participants.

Contractor shall provide community support services to participants on an as-needed basis. Community support services may include, but are not limited to, serving as a liaison with the Veteran’s Administration, assisting participants in developing appropriate social skills, relapse prevention techniques, and practical life management skills including securing housing, budgeting, and professional presentation.

The Contractor shall notify the Coordinator immediately should a court participant fail to arrive on time for any group or individual appointment. The Contractor shall promptly notify the Coordinator should

any member of the Contractor's staff observe behavior or comments indicating that said participant is in danger of relapsing or decompensating.

The Contractor recognizes that all court participants have waived HIPAA rights, and the Contractor recognizes the importance of sharing relevant information with the Court team. Newton County recognizes the importance of handling sensitive information disclosed by the Contractor with discretion. Both parties recognize that the Resource Court will only maximize effectiveness if there is open and candid communication between all partners.

Should the Contractor or the County, on behalf of the Resource Court, recognize an additional area of need for services for the participants, both parties agree to promptly discuss that area of need and create a plan for addressing that area of need as promptly as possible.

(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 June, 2019**. The term of this Agreement may be reduced in the manner hereinafter set forth under Paragraph (5) entitled "Termination".

(3) **Compensation** - The Contractor shall be compensated at the following rates:

Assessments:	\$250/assessment
Uninsured Individual Therapy:	\$2,916.67/month
SOAR Case Management:	\$2,080/month
Evidence-based Group Treatment:	\$3,000/month

The Contractor shall submit billing invoices to the Coordinator by the first Monday of each month for services provided during the previous month. Invoices will be approved and submitted to the County for payment by the Friday following the first Monday of each month.

For transportation services, the Contractor shall be compensated at a rate of **\$21 per hour** and at a mileage rate of **.535 per mile**.

Compensation not to exceed the following amounts:

Counselors:	\$99,431.00/year
Case Manager:	\$24,960.00/year
Psychiatrist/Physician:	\$3,000.00/year
Transportation:	\$36,000.00/year

(4) **Independent Contractor Status** – Contractor is engaged as an independent contractor and not as an employee of Newton County. 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.

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 Resource Court judge in his sole discretion;
- b) Contractor's failure to perform duties assigned, as determined by the Resource Court Judge, in his 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 cause for 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 9<sup>th</sup> day of July, 2018.

NEWTON COUNTY

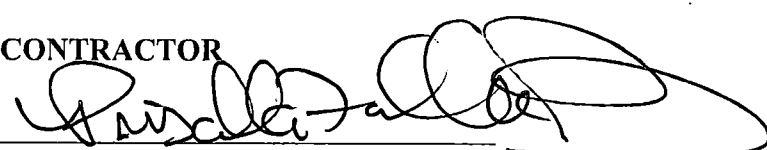
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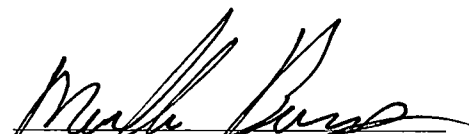
  
Samuel D. Ozburn, Judge

Attest:

  
Robert Pelfrey, Court Coordinator

CONTRACTOR

  
Dr: Priscilla Faulkner

  
Commissioner, Newton County

July 17, 2018  
Approval Date