



NEWTON COUNTY ADULT FELONY DRUG COURT
INDEPENDENT CONTRACTOR AGREEMENT FOR TREATMENT SERVICES

This Independent Contractor Agreement (the "Agreement") is hereby made this 18th day of **September, 2018**, between View Point Health (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 — Contractor agrees to provide the following services:

Clinical Evaluation: Contractor will conduct the Level of Service Inventory- Revised (LSI-R) on all potential Drug Court participants at the request of the court.

Nursing Assessment: Contractor will provide a Nursing Assessment to all new Drug Court participants.

ASAM Level I Group: Contractor will provide group services to all Drug Court participants.

Individual and Family Counseling: Contractor will provide Individual and/or Family Counseling as needed and requested to any Drug Court participant.

Clinical Case Management: Contractor will provide Clinical Case Management as needed or requested to any Drug Court participant.

These services shall be provided in a professional and competent manner that assists the Newton County Adult Felony Drug Court in complying with the Ten Key Components established by the National Association of Drug Court Professionals for successful drug courts. In addition to meeting all professional standards of care for substance abuse and mental health treatment providers, Contractor agrees to provide services that follow best practices applicable to drug courts nationally and that meet the State of Georgia's Adult Drug Court Standards established by the Council of Accountability Court Judges.

Contractor agrees to assist the Newton County Adult Felony Drug Court in applying for and obtaining federal and state grant funding that the Court and Contractor agree should be pursued. Contractor agrees to manage compliance with, and administration of, any grants obtained from the Substance Abuse Mental Health Services Administration.

- (2) In addition, Contractor agrees its treatment staff will be in attendance at Newton County Adult Felony Drug Court staffing and court each week. Preparation for staffing and court shall include written updates on all participants seen by 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 Contractor and the Court Coordinator. The treatment staff attending staffing and court shall be appropriately prepared to respond to questions about treatment and progress of participants.

Contractor shall cooperate fully with any other treatment provider providing services to any drug court participant in order to coordinate services in the best interest of the participant.

Contractor shall notify the Coordinator immediately should a court participant fail to arrive on time for any group or individual appointment. Contractor shall promptly notify the Coordinator should any member of Contractor's staff observe behavior or comments indicating that said participant is in danger of relapsing or decompensating.

Contractor recognizes that all court participants have waived HIPAA rights, and Contractor recognizes the importance of sharing relevant information with the Court team. Newton County recognizes the importance of handling sensitive information disclosed by Contractor with discretion. Both parties recognize that the Adult Felony Drug Court will only maximize effectiveness if there is open and candid communication between all partners. Except as required by law, including without limitation the Georgia Open Records Act, each party will only use information disclosed pursuant to this Agreement for the purposes contemplated by this Agreement, and will not disclose such information to any third party except as necessary to perform under this Agreement.

Should Contractor or the County, on behalf of the Adult Felony Drug 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.

- (3) Term — This Agreement is effective as of the date of signing by both parties and shall terminate on the 30th day of June, 2019. The term of this Agreement may be reduced in the manner hereinafter set forth under Paragraph (5) entitled "Termination."
- (4) Compensation - The Contractor shall be compensated at the following rates up to a maximum budgeted amount of \$74,187:

Clinical Evaluations	\$78.00 per evaluation
Court Sessions	\$76.00 per participant per month
Staffing	\$76.00 per session
Nursing Assessments	\$87.00 each
Group Sessions	\$14.50 per participant per session

In addition, County recognizes that Contractor provides one counselor, one clinical case manager, and one clinician to provide treatment services for the Newton County Adult Felony Drug Court. County further recognizes that this fee schedule is insufficient to pay for the services of all three positions. Therefore, County will pay to Contractor an additional sum up to \$96,714.00 from budgeted funds and state grant funds, from October 1, 2018 through June 30, 2019, for the cost of services provided by Contractor not

covered by this fee schedule. These funds shall be paid monthly upon submission of invoices by Contractor representing services provided.

- (5) Independent Contractor Status — Contractor is engaged as an independent contractor and not as an employee of Newton County. Contractor and its staff (including its contractors) are 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 and its staff (including its contractors) 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 its own transportation and pay all related expenses such as gasoline, maintenance, insurance, repairs, license fees, and ad valorem taxes.
- (6) Termination — Termination for Convenience: Newton County may terminate this Agreement at any time for any reason (or no reason) upon ninety (90) 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 its duties in a competent manner, as determined by the Adult Felony Drug Court judge in his sole discretion;
- b) Contractor's failure to perform duties assigned, as determined by the Adult Felony Drug Court Judge, in his sole discretion;
- c) A Contractor staff member providing services under this Agreement (e.g. counselor, clinical case manager, or clinician) 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) A Contractor staff member providing services under this Agreement uses any illegal drug; or
- f) Contractor or its staff 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.

- (7) Integration and Modification; Severability — 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 Agreement is binding unless it is in writing and signed by the parties hereto. Should any section of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

- (8) Defense and Indemnification — To the maximum extent permitted by law, Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. Contractor shall defend, indemnify, and hold harmless the County and the Alcovy Circuit Courts (including the Newton County Adult Felony Drug Court) and their respective elected and appointed officials, officers, boards, employees and representatives ("Protected 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, that may arise from or be the result of an alleged violation of law or alleged willful, negligent or tortious act or omission arising out of the services 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, or is alleged to be, caused in part by a Protected Party. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation which would otherwise exist as to any party or person described in this provision. The obligation to defend shall be deemed separate from the obligation to indemnify and in connection with the provision of any defense the Protected Party's approval is required for any settlement, admission of liability or responsibility, waiver, or compromise on the part of Protected Party, which approval shall not be unreasonably withheld. The combined obligations to defend, indemnify and hold harmless the Protected Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.
- (9) E-Verify and Title VI Compliance – In performing its duties under this Agreement, Contractor agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, Contractor agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.
- (10) No Waiver of Immunities – Nothing contained in this Agreement shall be construed to be a waiver of Newton County's sovereign immunity or any individual's qualified good faith or official immunities.

- (11) Third Party Rights – This Agreement shall be exclusively for the benefit of the parties and is not intended to provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

NEWTON COUNTY

By: _____

Marcello Baner
Marcello Baner,
Chairman, Board of Commissioners

Attest:

Jackie Smith
Jackie Smith
Clerk to Board of Commissioners



Approved as to form:

M. Marti

County Attorney

October 4, 2018

Date

CONTRACTOR:

By: _____

Jennifer Hibbard
Jennifer Hibbard,
CEO, Viewpoint Health

Attest:

Jennifer Robertson
Print Name: Jennifer Robertson
Title: Executive Assistant