

**FY 2016 PROFESSIONAL SERVICES AGREEMENT  
COUNTY OF CORYELL**

**THIS AGREEMENT** is made and entered by and between **CORYELL COUNTY, TEXAS**, a political subdivision of the State of Texas, hereinafter referred to as "**County**", and **Kathy Smith** hereinafter referred to as "**Kathy Smith**", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the County desires to engage the services of Kathy Smith to provide a Case Manager to work as part of the indigent defense team to individuals in the Coryell County Mental Health Managed Counsel (MHMC) Program, hereinafter referred to as the "Project"; and

**WHEREAS**, the County received a grant from the Texas Indigent Defense Commission (TIDC) for the purpose of establishing the Coryell County Mental Health Managed Counsel (MHMC) Program; and

**WHEREAS**, Kathy Smith can provide specialized services, not available to the County through its present staff of employees; and

**WHEREAS**, Kathy Smith desires to render such services for the County upon the terms and conditions provided herein.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of Kathy Smith

The County hereby agrees to retain Kathy Smith to perform services in connection with the Project; Kathy Smith agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

2.1 The parties agree that Kathy Smith shall perform such services as follows: Interview clients assigned to Place Law Office under the Coryell County Mental Health contract, to determine any past or current mental health issues, to determine appropriate services available to each client and to follow up with each client as appropriate. Kathy Smith will keep open the social case on each client for a period of 90 days following the closure of the legal case to ensure the client has necessary services and will assist in coordinating probation conditions when a client enters probation.

III. Schedule of Services

3.1 All communication between Kathy Smith and any client of Place Law Office under the Coryell County Mental Health contract shall be privileged and under the direction of the attorneys in Place Law Office. The primary duties of Kathy Smith, as case manager, are to assist Place Law Office by providing timely and accurate advice about appropriate options regarding the defendant's care, communicate and work with the client's community providers, determine availability or eligibility of services and make referrals as indicated. Kathy Smith agrees to commence services on October 1, 2015 and continue through September 30, 2016.

IV. Compensation and Method of Payment

The parties agree that Kathy Smith shall be compensated at the figure of \$1,000.00 per month. Ms. Kathy

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Smith will submit a monthly voucher to Coryell County. In the performance of services under the contract, Kathy Smith shall be deemed an independent contractor. No assignment or subletting of this agreement is permissible.

V. Information to be provided by the County

Either party has the ability to terminate this agreement, with good cause, so long as 30 days notice is given to the other party.

VI. Contract Complete

This agreement contains the entire agreement of the parties. Texas law governs this contract.

WITNESS OUR HANDS AND SEALS ON THE DATE INDICATED BELOW.

AGREEMENT:

Kathy Smith  
Kathy Smith  
CASE MANAGER

9-9-15  
Date

ATTEST:

County Clerk  
TITLE

CORYELL COUNTY:

John E. Firth  
John E. Firth  
COUNTY JUDGE, CORYELL COUNTY

9-14-15  
Date

ATTEST:

Barbara Simpson  
COUNTY CLERK

