

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as “County”, and Kristi Compton, Ph. D., P.C., hereinafter referred to as “Doctor,” to be effective from and after the date of execution by both parties.

### **WITNESSETH:**

**WHEREAS**, the County desires to engage the services of a Doctor to assist with court ordered evaluations and tests as needed and directed by the court; and

**WHEREAS**, the Doctor 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 the Doctor**

1.1 The County hereby agrees to retain the Doctor to perform services in connection with each individual case assigned, subject to the terms and conditions provided herein. The Doctor agrees to perform such services in accordance with the terms and conditions of this Agreement and to perform such services in a competent and timely manner, exercising the same degree of care, skill, and diligence as is possessed and exercised by a licensed professional of Texas, currently practicing in Texas.

#### **II. Scope of Services**

2.1 The Doctor shall perform the services as are set forth herein and described in Exhibit “A”, which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the services to be performed may be authorized in writing from time to time by the County.

#### **III. Schedule of Services**

3.1 The Doctor agrees to commence services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in Exhibit “B” which is attached hereto and thereby made a part of this Agreement.

#### **IV. Compensation and Method of Payment**

4.1 The parties agree that Doctor shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule, Exhibit "C," which is attached hereto and thereby made a part of this Agreement. Payment will be made in accordance with Texas Government Code, Title 10, Subtitle F, Chapter 2251.

#### **V. Information to be provided by the County**

5.1 The County agrees to furnish to Doctor, prior to the Doctor's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

5.2 The County will make its facilities accessible to the Doctor as required for the Doctor's performance of its services. The Doctor represents that it understands the scope of this Agreement and has reviewed and inspected the site, and can fully perform its obligations pursuant to this Agreement. Any failure of the Doctor to acquaint itself with the available information will not relieve the Doctor from its responsibilities pursuant to this Agreement.

#### **VI. Progress Meetings**

6.1 Doctor agrees to attend all regularly scheduled meetings as needed to complete services for individual cases and other meetings as may be required, related to the "Services" and scheduled by County. Doctor shall, at such meetings, outline work accomplished and report to the court or attorney any information related to individual cases within the approved time period.

#### **VII. Insurance**

7.1 Doctor agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

#### **VIII. Indemnity**

8.1 The Doctor agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable Doctor's fees and expenses, arising out of or occasioned by Doctor's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Doctor, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Doctor or the County is legally liable.

#### **IX. Independent Contractor**

9.1 In the performance of services hereunder, the Doctor shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

## **X. Assignment and Subletting**

10.1 The Doctor agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Doctor further agrees that the assignment or subletting of any portion or feature of the services required in the performance of this Agreement shall not relieve the Doctor from its obligations to the County as provided by this Agreement.

## **XI. Audits and Records/Prohibited Interest**

11.1 The Doctor agrees that at any time during normal business hours, and as often as County may deem necessary, Doctor shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.2 The Doctor acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest associated with her working for the County.

## **XII. Contract Termination**

12.1 The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Doctor. In the event of such termination without cause, Doctor shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, reports, photographs or other items prepared by Doctor in connection with this Agreement. Doctor shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to, compensation and method of payment. Regardless of which party initiates termination, Doctor shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

## **XIII. Complete Contract**

13.1 This Agreement, including the exhibits hereto lettered "A" through "F," constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and the Doctor.

13.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Doctor by law with respect to the Doctor's duties, obligations,

and performance hereunder. The Doctor's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Doctor acknowledges that the County is relying upon the Doctor's representations that she is knowledgeable and competent to provide these services.

#### **XIV. Mailing of Notices**

14.1 Unless instructed otherwise in writing, the Doctor agrees that all notices or communications to the County required under this Agreement shall be directed to the County at the following address:

Collin County  
Attn: Purchasing Department  
2300 Bloomdale, Suite 3160  
McKinney, TX 75071

14.2 County agrees that all notices or communications to the Doctor required under this Agreement shall be directed to the Doctor at the following address:

Kristi Compton Ph.D., P. C.  
400 N. Saint Paul Street  
Suite #1150  
Dallas TX. 75201

14.3 All notices or communications required to be given in writing by one party or the other shall be considered as having been given on the date such notice or communication is mailed by certified or registered U.S. mail, or if by hand delivery on the date of hand delivery, by the sending party.

#### **XV. Miscellaneous**

##### **15.1 Paragraph Headings**

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

##### **15.2 Interpret Contract Fairly**

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

##### **15.3 Venue/Governing Law**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

**15.4 Parties Bound**

County and Doctor, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

**15.5 Severability**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

**15.6 Observe and Comply**

The Doctor shall at all times observe and comply with all federal and State laws and regulations and with all County rules and procedures which in any way affects this Agreement and the services provided hereunder, including Courtroom security rules and policies. The Doctor shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Doctor agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

**WITNESS OUR HANDS AND SEALS** on the date indicated below.

COLLIN COUNTY, TEXAS

Date: 1-14-16

By: *Michalyn Rains*  
Michalyn Rains, CPPO, CPPB  
Purchasing Agent

*2016-042-01-11*

Kristi Compton Ph.D., P. C.

Date: 12-20-2015

By: *Kristi Compton, PhD*  
Title: *Psychologist / owner*

## EXHIBIT "A"

### SCOPE OF SERVICES

The Doctor shall perform the following court ordered services or services approved by the court at the request of the "County" for individuals as related to their court proceedings. "Doctor" shall perform the services at the jail unless the individual is on bond then services will be performed at the Courthouse or at the Doctor's office in Dallas.

In providing services, the Doctor shall conduct herself with the highest professional ethics in the performance of the service within the statute of the law.

The Doctor will conduct a variety of court-ordered evaluations and testing, as described and additional services as needed to complete the assessment of individuals' cases. All services will be billed at an hourly rate of \$200.00 or the established set fee. Total cost per case will vary based on the number hours to complete the following:

1. Interviews and/or life history of litigants
2. Collateral interviews with family members, friends
3. Psychological testing
4. Analysis
5. Report writing
6. Different types of evaluations
7. Review of discovery
8. Document and record review
9. Testify in court to the finds of the assessment

The types of evaluations referenced to and descriptions given are a guideline for the services performed.

1. **Competency Evaluations:** Requires interview and testing
  - a. set fee of \$400 per evaluation
  - b. 4-6 hours on average to complete
2. **Competency Evaluations with Malingering Testing:** Requires interview and malingering testing:
  - a. set fee of \$450 per evaluation
  - b. 4-6 hours on average to complete

3. **Competency Evaluations with Intellectual Screening:** Requires interview and intellectual assessment:
  - a. set fee of \$500 per evaluation
  - b. 4-6 hours on average to complete
4. **Psychological Evaluations:** Reviews discovery, conducts psychological testing, and writes a report.
  - a. hourly rate is \$200 per hour
  - b. \$1,500-\$2,500 average per case
5. **Intellectual Assessment:** I.Q. testing, document review, malingering testing, academic testing, adaptive functioning testing, and written report.
  - a. hourly rate is \$200 per hour
  - b. \$1,200-\$1,500 average per case
6. **Mitigation Evaluations:** Require testing, review of records/documents, interviewing the defendant and collateral interviews, and writing a report. In capital murder cases, these evaluations are quite extensive as she is required to review everything from the defendant's life history and conducts multiple interviews with family members, friends, etc.
  - a. hourly rate is \$200 per hour
  - b. \$1,500-\$5000+
7. **Risk Assessment:** require interview, document/discovery review, testing, collateral interviews, and a written report.
  - a. hourly rate is \$200 per hour
  - b. \$1,500-\$2,500 on average
8. **Mental State at the Time of the Offense:** This is also known as an insanity evaluation or sanity evaluation. The evaluation requires, discovery to be reviewed, interview the defendant, potentially conduct psychological testing, and write a report.
  - a. hourly rate is \$200/hour,
  - b. \$1,500-\$2,500 on average

**Special Considerations:**

1. The Doctor shall not be hired by any individual/litigant for whom she is providing services.
2. The Doctor will notify the Court of any potential conflicts of interest arising from her work with individuals.

3. Prior to receiving funds from the County for services, Doctor must complete the services as stated in this Agreement
4. Travel reimbursement: Will be reimbursed when the Doctor is called to testify after the evaluation and report have been completed.
  - a. Travel to and from the courthouse for testimony at \$100 per hour for one hour each direction
5. Testimony in Court: Professional time in court is considered separate of evaluation fees and is not included in the evaluation fee.
  - a. "Professional Time in Court" will be billed at \$200 per hour. This includes time before testifying.

**County Provided Access:**

1. County will provide the access to the following areas as necessary:
  - a. County Court House evaluation room.
  - b. Jail Facility evaluation room.



## **EXHIBIT “B”**

### **TERM**

Term of Contract is upon award through September 30, 2016. This contract may be extended annually with a contract amendment executed by both parties.

## **EXHIBIT “C”**

### **PAYMENT SCHEDULE**

The Doctor will invoice the County for actual hours worked for each individual case at the set or hourly rate provided on Exhibit “A”. Invoices will be submitted within 60 days of each case completed. A separate invoice will be submitted within 60 days if/when testimony is completed.

**EXHIBIT “D”**

INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to the Doctor any and all information, data, etc. as it may have in its possession relating to the individual case as described herein.

**EXHIBIT “E”**

**INSURANCE REQUIREMENTS**

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1.0 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1 Commercial General Liability insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

1.2 Workers Compensation insurance as required by the laws of Texas, and Employers’ Liability.

Employers’ Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.3 Commercial Automobile Liability insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.4 Professional/Errors & Omissions Liability insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

2.0 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers’ Compensation.

2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days' notice prior to cancellation, non-renewal or termination of the policy.

2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.0 All insurance shall be purchased from an insurance company that meets the following requirements:

3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

4.0 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

4.2 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT "F"

RELEASE AND WAIVER AGREEMENT

STATE OF TEXAS                    )  
  )  
COUNTY OF COLLIN    )

KNOW ALL MEN BY THESE PRESENTS:

1. That I, Kristi Compton (hereinafter the "Undersigned") for and in consideration of being allowed (myself and employees) to work on-site in a Collin County facility, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby freely, irrevocably, fully and completely waive any and all claims, debts, demands, actions, causes of action, lawsuits, sums of money, contracts, agreements, judgments and liabilities, that the Undersigned and/or their respective heirs, assigns, personal administrators, personal representatives, and next of kin, have, or which may hereafter accrue against Collin County and all their agents, Attorneys, employees, officers and elected or appointed representatives and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not (hereinafter the "Released Parties"), growing out of or in any way related to or accrued as a consequence of working at or in a Collin County facility.

2. In consideration of being allowed to work in a Collin County Facility the Undersigned identified below, acknowledges, appreciates, and agrees that this can create a risk of injury, and the Undersigned knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of others, including claims arising out of the negligence of Collin County, and all their agents, attorneys, employees, officers and elected or appointed representatives and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not.

3. The Undersigned further represents and warrants they have carefully read the foregoing RELEASE AND WAIVER AGREEMENT, know and understand the contents hereof completely, that they agree to all terms herein, and signs the same as their own free will, act and deed.

Witness my hand this 20 day of Dec, 2015.

Kristi Compton  
Contractor