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STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY
AND JESSE A. REED, III, Ph.D., d/b/a AWARE/AWARE, INC.**

This Agreement, entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court (hereinafter referred to as “County”), and Jesse A. Reed, III, Ph.D., d/b/a AWARE/AWARE, Inc., a practitioner of clinical psychology (hereinafter referred to as “Dr. Reed”).

WITNESSETH:

WHEREAS, the County is in need of a licensed clinical psychologist to provide psychological profiling for prospective employees of Fort Bend County’s Sheriff’s Office and other related services for employees of the County; and

WHEREAS, Dr. Reed is willing to provide the said psychological care services; and

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereby agree as follows:

**I.
TERM**

- 1.01 The terms of this Agreement shall become effective upon signature of the County and shall expire on September 30, 2015, or upon thirty (30) days written notice from either party unless terminated as provided in Section VI.
- 1.02 It is agreed to by the Parties that if this Agreement expires before a new Agreement is executed, the services will continue, on a month to month basis, per the same terms as stated in the Agreement and at the same rate described herein.

**II.
SERVICES PROVIDED**

2.01 Dr. Reed agrees to perform psychological services necessary for profiling of perspective employees of the Fort Bend County Sheriff’s Office as required under Texas Commission on Law Enforcement Officers Standards and related services that may be needed from time to time for other County employees.

2.02 If Dr. Reed authorizes any other licensed clinical psychologist to perform the services under this Agreement for or on behalf of Dr. Reed, Dr. Reed shall assume all responsibilities and the risks of the authorization.

2.03 It is understood and agreed by the parties hereto that the services to be furnished to the County by Dr. Reed under the provisions hereof are to be performed by the said Dr. Reed in addition to his regular professional duties, and the said Dr. Reed shall not be obligated under the provisions hereof to maintain any set, regular hours, nor to perform any set number of hours of service in fulfilling his obligations under

the provisions of this contract, but that he shall only be obligated to perform the services necessary to fulfill his obligation as herein stated, when necessary and as necessary, irrespective of the time of performance. Provided, however, in the event of Dr. Reed's absence or inability to perform, Dr. Reed may authorize other licensed clinical psychologists to perform the services hereunder for and on behalf of Associates and Dr. Reed. Associates and Dr. Reed shall assume all risks and responsibilities as is referred to in Section 2.02 above.

III.

COUNTY'S RESPONSIBILITY

The County agrees to furnish all supplies necessary for the psychological services related to the profiling of prospective employees, as well as permanent examination charts and work records for all prospective and/or current employees examined by Dr. Reed. All records will be kept in the Human Resources Department of the Sheriff's Office, or the County Human Resources Department, as applicable.

IV.

BILLING AND PAYMENT

4.01 On or about the last day of each calendar month beginning with the calendar month of April 2015, and ending September 2015, (unless the term of this contract is sooner terminated in accordance with the provisions hereof), Dr. Reed will submit a statement for his services for such calendar month, specifying the dates and number of hours on said dates for which services hereunder were performed. The County shall have the right, through its authorized representative or representatives, to examine and audit the records which support the monthly billings by Dr. Reed.

4.02 In consideration for the services to be provided by Dr. Reed, the County agrees to pay Dr. Reed a flat rate of \$150 per prospective employee profile and up to \$150 per hour for services provided to County employees, for a total amount not-to-exceed \$38,700.00 THIRTY EIGHT -THOUSAND SEVEN HUNDRED during the 2014-15 term of this Agreement.. The County agrees to pay such fee on or before the twentieth (20th) day of the next calendar month or the fifteenth (15th) day after receipt of Dr. Reed's statement, whichever is later.

4.03 In performing services hereunder Dr. Reed agrees to comply with all applicable federal, state, county and city laws, regulations, rules and ordinances.

V.

LIABILITY INSURANCE

5.01 JESSE A. REED, III, PH.D., D/B/A AWARE/AWARE, INC., SHALL, DURING THE ENTIRE TERM OF THIS AGREEMENT, KEEP IN FORCE AND EFFECT A PROFESSIONAL LIABILITY POLICY THAT SHALL COVER ALL SERVICES PERFORMED UNDER THIS AGREEMENT. THE POLICY SHALL BE FOR *ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)* FOR EACH OCCURRENCE, *THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)* IN AGGREGATE. THE POLICY SHALL NAME THE COUNTY AND CONTAIN A CLAUSE THAT INSURER SHALL NOT CANCEL OR CHANGE INSURANCE WITHOUT FIRST GIVING THE COUNTY TEN (10) DAYS PRIOR WRITTEN NOTICE. THE INSURANCE SHALL BE IN A COMPANY ACCEPTABLE TO THE FORT BEND COUNTY ATTORNEY OFFICE AND RISK MANAGEMENT DEPARTMENT. A COPY OF THE POLICY OR CERTIFICATE OF THE INSURANCE SHALL BE DELIVERED TO THE COUNTY ON OR BEFORE THE DATE OF THIS AGREEMENT.

5.02 JESSE A. REED, III, PH.D., D/B/A AWARE/AWARE, INC., IN PROVIDING ALL SERVICES HEREUNDER AGREES TO ABIDE BY THE PROVISIONS OF ANY APPLICABLE FEDERAL OR STATE DATA PRIVACY ACT.

VI.
TERMINATION

6.01 Notwithstanding anything herein to the contrary, or that may be construed to the contrary, it is understood and agreed that if either party hereto refuses or fails to timely perform any one or more of the undertakings and obligations which are to be performed hereunder, then and in that event, the other party hereto shall have the right to terminate this Agreement upon thirty (30) days written notice to the defaulting party. Within ten (10) days after the effective date of such termination, Dr. Reed shall submit his termination statement for the month in which termination occurs in the manner set out above for monthly statements.

6.02 Either the County or Dr. Reed may terminate this Agreement, without cause, prior to the expiration of the term set forth above upon thirty (30) days written notice to the other party.

VII.
INDEPENDENT CONTRACTOR / NO CO-PARTNERSHIP

7.01 It is agreed by the parties that at all times and for all purposes hereunder, Dr. Reed is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed so as to find Dr. Reed an employee of the County, and Dr. Reed shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

7.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting Dr. Reed (including his officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. Dr. Reed is to be and shall remain an independent contractor with respect to all services performed under this agreement.

VIII.
SEVERABILITY

The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

IX.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

X.
SERVICES NOT PROVIDED FOR

No claim for services furnished by Dr. Reed, not specifically provided in the agreement, will be allowed by the County, nor shall Dr. Reed do any work or furnish any material not covered by the agreement, unless approved in writing by the County. Such approval shall be considered to be a modification of the agreement.

XI.
WAIVER OF BREACH OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of **Dr. Reed**.

XII.
COMPLIANCE WITH LAWS AND REGULATIONS

In providing all services pursuant to this contract, Dr. Reed shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including HIPAA, and including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the County to terminate this contract immediately upon delivery of written notice of termination to Dr. Reed.

XIII.
NOTICES

Notices, correspondence, and all other communications shall be addressed to Fort Bend County Commissioners Court and submitted to the following representative:

To County: Robert E. Hebert
Fort Bend County Judge
301 Jackson, 7th Floor
Richmond, Texas 77469

Copy to: Troy Nehls
Fort Bend County Sheriff
1410 Ransom Road
Richmond, Texas 77469

To Dr. Reed: Jesse A. Reed, III, Ph.D.
d/b/a AWARE/AWARE, Inc
6218 McKinstry Boulevard
Houston, Texas 77085

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XIV.
ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below. The effective date of this Agreement is the date of the last signature hereto.

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

Date: _____

11-4-2014

ATTEST:

Dianne Wilson, County Clerk

JESSE A. REED, III, Ph.D.,
dba Aware/Aware, Inc.

By: _____

Jesse A. Reed, III, Ph.D.

Date: _____

10-21-14



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Ed Sturdivant, Auditor