## Presentation Agreement between Alzheimer's Association Houston and Southeast Chapter and Fort Bend County Health and Human Services

In carrying out its mission to support persons with dementia and their care partners, the Alzheimer's Association Houston and Southeast chapter ("Chapter") sponsors individual education programs that meet in various venues throughout the Chapter region. This Chapter desires to collaborate with Fort Bend County ("County"), on behalf of its Health and Human Services Department, to enter into this Presentation Agreement ("Agreement"). The Presentations conducted pursuant to this Agreement are for the purpose of increasing information and support to people impacted by Alzheimer's disease and related dementias so that they can better cope with and manage the shared problems of dementia. This Agreement shall set forth the expectations and responsibilities of the Chapter and County in regard to the conduct of its affiliated education programs.

## Responsibilities of Chapter:

- 1. Chapter shall provide training for new Presenters, as well as consultation on education programs and effective presentation skills.
- 2. Chapter shall provide (as needed) to County and Presenters a start-up kit, and thereafter provide reasonable supplies of materials and resources, Chapter brochures, and reference material information as requested by the educator.
- 3. Chapter shall provide a link to Program Volunteer Online Community to access the latest information and resources for curriculum access.
- 4. Chapter shall provide continuing education to Presenters by conducting at least one (1) annual Presenter meeting and providing other educational opportunities.
- 5. Chapter shall provide a program liaison to communicate with the County representative regarding this Agreement. Said program liaison and other County staff will schedule each presentation. The program liaison will market the program with press releases and flyers and share with County staff. The program liaison will take registrations and share them with County staff.
- 6. Chapter shall forward any donations made during a presentation to the Chapter's development department, as appropriate.

## Responsibilities of County:

- 1. County shall make available an appropriate number of County employees to conduct presentations remotely for Chapter ("Presenters"). Presenters shall be available to provide three presentations per year, as requested by the Chapter, the dates and locations of these presentations to be mutually agreed upon by the parties by email.
- 2. County shall send Presenters to at least one continuing education program each year; if possible, arrangements will be made for Presenters to attend a program sponsored by Chapter, which shall be scheduled to the mutual satisfaction of the parties. County may attend programs remotely.
- 3. County will appoint a designated contact person ("County representative") to maintain

- contact with the designated Chapter program liaison before and after each presentation.
- 4. County representatives will submit an attendance list to the Chapter within one week of each presentation.
- 5. Presenters will be instructed to refer attendees to the resources of the Alzheimer's Association, where needed.
- 6. County will instruct Presenters that the presentations on behalf of Chapter are not an appropriate vehicle for recruiting, soliciting, or any other commercial purpose, except as it relates to community-based education programming through County. Presenters may discuss other County programs and services as part of presentations for the Chapter. Presenters will comply with County policies concerning conflict of interest and ethics. Presenters will also treat the Alzheimer's Association's materials as proprietary and will not make any alterations to said materials.
- 7. County will educate its Presenters on Chapter's stated guidelines related to confidentiality. County will instruct Presenters that names and other contact information will not be given to, or used by, organizations other than Chapter or County.
- 8. County will forward any media requests related to training content to Chapter, for response by the Chapter's media representative.
- 9. As County employees, Presenters are subject to County policies and state law regarding discrimination, workplace harassment, and codes of conduct. At Chapter's request, County will disburse to Presenters the appropriate and applicable policies of Chapter related to these topics.
- 10. Upon termination, County will return unused items (including the Presenter Binder, CD-ROMs and flash drives) to the Chapter's program liaison. Any contact information and evaluation data gathered from program participants is considered the property of the Chapter and will be used only for County reporting purposes.

## General Terms:

- 1. This Agreement will be effective on the date of last signature ("Effective Date") and shall continue for a period of one (1) year, subject to renewal upon mutual written agreement.
- 2. Either party may terminate this Agreement at any time, by providing thirty (30) days' written notice to the other party.
- 3. Neither party will use the name or logos of the other party in any publicity, marketing materials, advertising, or news release without the prior written approval of an authorized representative of the other party.
- 4. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties.
- 5. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

6. If any term of this agreement is found to be invalid or unenforceable by a court of law, the remainder of the Agreement shall be valid and continue in full effect.

By executing this Agreement below, the signatories represent that they are duly authorized to bind their respective organizations to this Agreement.

For Alzheimer's Association

For Fort Bend County on behalf of Fort Bend County Health and Human Services

Signature
Date: 11/8/2023

For Fort Bend County on behalf of Fort Bend County Health and Human Services

Signature
Date:

Name: Ann Marie McDonald
Title: Chief Program Officer

Name: KP George
Title: Fort Bend County Judge