

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO CONTRACT UNDER A FEDERAL COOPERATIVE AGREEMENT

No. GRT00363-FortBendTX ("Contract")

Under **Centers for Disease Control and Prevention ("Prime Sponsor")**

Federal Award No. 6 NU58DP006744-05-01

THIS ADDENDUM (hereinafter "Addendum") is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, on behalf of Fort Bend County Health and Human Services, (hereinafter "HHS"), and the Alzheimer's Association, (hereinafter "PTE"), a 501(c)(3) nonprofit organization. County and PTE may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, County desires to receive the Healthy Brain Initiative – Contract Year 5 grant from PTE to help HHS as public health professionals lead with urgency and act for impact in Fort Bend County to improve brain health across the life course and support caregivers; and

WHEREAS, the Parties agree that entering into this Agreement will aid in improving and protecting the health of County residents and substantially further promote the public's safety, health, and welfare; and

WHEREAS, the Addendum and the attached "Contract Under a Federal Cooperative Agreement No. GRT00363-FortBendTX" (hereinafter "Contract") are hereinafter collectively referred to as the "Agreement."

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to the terms of this Addendum, the Parties shall provide Services to the citizens of Fort Bend County through HHS as outlined in more detailed in the Contract, attached hereto as Exhibit A, and incorporated fully by reference.
3. **Indemnity.** THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN THE CONTRACT OF ANY KIND TO COUNTY DEFENDING, INDEMNIFYING,

HOLDING OR SAVING HARMLESS PTE OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY REMOVED DELETED.

4. **Public Information Act.** PTE expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by PTE shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
5. **Applicable Law; Arbitration; Attorney Fees.** 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. County does not agree to submit disputes arising out of or related to the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted from the Contract. Additionally, County does not agree to pay any and/or all attorney fees incurred by PTE in any way associated with the Agreement.
6. **Assignment.** Neither party may assign this Agreement or delegate performance under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any purported assignment of rights or delegation of performance in violation of this Section is void.
7. **Conflict.** In the event there is a conflict between this Agreement and the Contract attached hereto as Exhibit A, this Agreement shall prevail to the extent of the conflict.
8. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, PTE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

10. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
11. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
12. **County Data.** Nothing in this Agreement will be construed to waive the requirements of §205.009 of the Texas Local Government Code.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

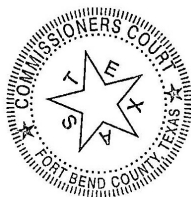
FORT BEND COUNTY

KP George
KP George, County Judge

April 23, 2025
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



ALZHEIMER'S ASSOCIATION

Moreblessing Dzivakwe
Authorized Agent- Signature

Moreblessing Dzivakwe
Authorized Agent- Printed Name

VP, Sponsored Programs
Title

4/25/2025
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

i:\agreements\2025 agreements\hhs\alzheimer's association (25-hhs-100386)\addendum to contract under federal cooperative agmt (kcj - 3.21.2025)

EXHIBIT A

(Follows Behind)

No. GRT00363-FortBendTX ("Contract")
Under **Centers for Disease Control and Prevention ("Prime Sponsor")**
Federal Award No. 6 NU58DP006744-05-01

PTE: Name: Alzheimer's Disease & Related Disorders Association Inc. DBA Alzheimer's Association Address: 225 N Michigan Ave FL 17 Chicago, IL 60601-7652 UEI: 0534445532	Contractor: Fort Bend County, on behalf of Fort Bend County Health and Human Services Department Name: Fort Bend County Health and Human Services Address: 4520 Reading Road, Suite A-100 Rosenberg, TX 77471 UEI:
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Contract Budget Period: Start: 9/30/2024 End: 9/29/2025	Contract Value: Amount Funded This Action: \$48,000 Total Amount Obligated: \$48,000
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Project Title: National Healthy Brain Initiative

- IN WITNESS WHEREOF**, duly authorized representative of the parties have entered into this Contract as of the date of the last signature set forth below:

Moreblessing Dzivakwe

Name Moreblessing Dzivakwe

Title: VP, Sponsored Programs

Date: 4/25/2025

Name: KP George

Title: County Judge

Date:

Contract Under a Federal Cooperative Agreement Attachment 1
General Terms and Conditions
Contract No. GRT00363- FortBendTX

1. Independent Contractor.

Contractor's relationship to the PTE during the term of this Contract shall be that of an INDEPENDENT CONTRACTOR. Contractor, its officers, employees and affiliates, shall not be considered under the provisions of this Contract or otherwise as having employee status or as being entitled to participate in any plans, arrangements or distributions by the PTE in connection with any benefits provided to the PTE's employees. Contractor accepts sole and exclusive liability for all contributions and payroll taxes under federal and/or state income, social security, FICA, unemployment insurance or Workers' Compensation laws and the like with respect to any work or payments under this contract.

2. Intellectual Property.

Unless otherwise required by Prime sponsor policy, all materials or inventions created by the Contractor under this contract shall be deemed "works for hire" and shall become the exclusive property of the PTE, and the Contractor shall not use, disseminate, disclose, or publish the work materials or inventions in whole or in part without the prior written permission of the PTE. The Contractor agrees to take any action necessary to establish the PTE's exclusive ownership thereof.

3. Confidentiality.

The Contractor agrees not to disclose confidential information received from the PTE pursuant to this contract to any third person and agrees not to use confidential information for any purpose other than that for which the confidential information was provided, unless prior written approval is obtained from the PTE's designated liaison.

4. Indemnification.

Each party shall indemnify, defend and hold harmless the other party and its directors, officers, employees and agents from and against any claims, damages, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees) incurred by the other party or its directors, officers, employees and agents, to the extent that such claims, damages, liabilities, losses and expenses arise from or relate to the party's negligence, whether by act or omission, willful misconduct and/or from its breach of this Agreement. Notwithstanding any other provision of this Agreement, each party agrees to waive any claims against the other for special, consequential, indirect, punitive and exemplary damages as well as economic loss or business disruption.

5. Insurance.

Contractor shall procure and maintain, at its expense, a commercial general liability policy with an occurrence/aggregate limit of not less than \$1,000,000, and shall name thereon the PTE and Prime Sponsor as additional insureds on a primary and noncontributory basis with a waiver of subrogation with respect to claims from third parties arising out of the services being performed under this agreement. **Contractor** shall also procure and maintain, at its expense, workers' compensation insurance as required by statute and a policy of professional liability insurance with a limit of not less than \$1,000,000, and provide evidence of the same to the PTE. A certificate of insurance evidencing the foregoing insurance requirements and providing no less than ten (10) days' notice of cancellation or material modification must be provided to the PTE upon execution and within five (5) business days of renewal. Notwithstanding the preceding sentence, the Contractor may provide proof of self-insurance in lieu of a liability insurance policy. If anything changes in the requested "Required Documents" that Contractor provided in its response to the application, Contractor will notify the Association within three (3) business days. Application and list of Required Documents attached hereto in Other Exhibits

6. Termination and Stop Work Order.

This contract is at-will and may be modified by mutual consent of the parties. This contract shall be effective as of 1/1/2025 and will remain in effect until modified or terminated by any one of the parties by mutual consent. A party must give 30 days notification if terminating this agreement via email to govtgrants@alz.org . In the absence of mutual agreement by the authorized officials from the PTE and **Contractor**, this contract shall end on 9/29/2025, at which time the product or service shall be complete and all final deliverables due.

7. Closeout.

Along with any other reports or deliverables required hereunder, Contractor shall submit its final invoice and any requested release and assignment forms to the PTE within sixty (60) calendar days following completion of the period of performance of this contract. In the event that a quick closeout is requested by PTE, Contractor shall comply and complete the closeout process within thirty (30) days. Payment of the final invoice will be withheld pending:

- Completion, submission, and acceptance by the PTE of all work performed under the Statement of Work;
- Completion by Contractor of any requested release forms, including patent/invention report, and property report;
- Clear, visible, and proper marking of "final invoice" on the actual final invoice.

8. Miscellaneous

In the event any one or more of the paragraphs or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, the validity, legality and enforceability of the remaining paragraphs and provisions shall not be in any way be affected or impaired thereby. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles. This Agreement evidences the entire agreement and understanding between parties and may only be amended by a written document signed by both parties. This Agreement may be executed in any number of counterparts and/or by facsimile. Each such counterpart and/or facsimile copy shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement. If for some reason funding for this program is dissolved and/or not awarded to the PTE, this agreement becomes null and void. If for some reason funding for this program is reduced, the award to the Contractor will be reduced by the same amount or percentage. In no way will the PTE be responsible for the full amount if the Prime Sponsor reduces the amount of the award to the PTE.

Contract Under a Federal Cooperative Agreement Attachment 2
Contractor Statement of Work and Reporting Requirements
Contract No. GRT00363- FortBendTX

**National Healthy Brain Initiative — Contract
Year 5**

Name: Fort Bend County Health and Human Services

Budget: Total budget of \$48,000 to be disbursed in two installments of \$24,000 each.

- The first installment of \$24,000 to be issued upon full execution of this contract.
- The second installment of \$24,000 will be issued following successful and timely completion of all following deliverables:
 1. Submission of written landscape assessment
 2. Completion of staff training
 3. Submission of HBI Road Map implementation plan

Project Period: January 1, 2025-September 29, 2025

Statement of Work: During the period of January 1, 2025 through September 29, 2025, the Fort Bend County Health and Human Services agrees to complete the following activities:

1. Assign a staff member to serve as project liaison and notify the Alzheimer's Association of any changes to the assigned project liaison.
2. Regularly communicate with the Alzheimer's Association as needed throughout the duration of the project to ensure project goals are achieved and deliverables are completed.
3. Actively participate in regular meetings and check-in calls with program sponsors and peers.
4. Conduct a landscape assessment with involvement from within the agency, partners, and persons affected by dementia; and submit a written overview of the assessment to the Alzheimer's Association.
5. Plan and implement a training session for local health officials on dementia and public health within their agency and, as applicable, key community partners.
6. Develop and submit a plan for implementation of HBI Road Map action items on dementia in their local jurisdiction, informed by guidance from the [Healthy Brain Initiative State and Local Road Map for Public Health 2023-2027](#).
7. Implement HBI Road Map actions outlined in the implementation plan.
8. Participate fully in the evaluation of the Road Map Strategist Program by completing periodic surveys, participating in focus groups, or other evaluation activities as reasonably requested by the Alzheimer's Association.