

This Agreement is entered into between the parties, the Alzheimer's Association (PTE) and Contractor named below, for the performance of a portion of the Statement of Work originally awarded to the PTE. The parties agree to the following terms and conditions:

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:

Contractor Signature

Name

Title:

Date:

Name

Title:

Date:

Contract Under a Federal Cooperative Agreement Attachment 1 General Terms and Conditions Contract No. GRT01411-LaredoTX
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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.

To the extent allowed by law, and without waiving any statutory or constitutional rights, defenses or limitations, 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, to the extent allowed by law, 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 9/30/2025 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 9/29/2026, 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 Contract No. GRT01411-LaredoTX
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National Healthy Brain Initiative — Contract
Year 6

Name: City of Laredo Public Health Department

Budget: Total budget of \$50,000 to be disbursed in two installments of \$25,000 each.

- The first installment of \$25,000 to be issued upon full execution of this contract.
- The second installment of \$25,000 will be issued following complete and timely submission of all following deliverables:
 1. Written overview of landscape assessment
 2. Completion of staff training
 3. Written plan for implementing actions of the HBI Road Map

Project Period: January 1, 2026-September 29, 2026

Statement of Work: During the period of January 1, 2026 through September 29, 2026 City of Laredo Public Health Department 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.